City of Wichita Falls
City Council Agenda

Tim Short, Mayor
Bobby Whiteley, Mayor Pro Tem/At Large
Michael Smith, District 1
Larry Nelson, District 2
Jeff Browning, District 3
Mike Battaglino, District 4
Tom Taylor, District 5

James McKechnie, Interim City Manager
Kinley Hegglund, City Attorney
Marie Balthrop, City Clerk

Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held At The MPEC, 1000 Fifth Street, Seminar Room, Tuesday, November 19, 2024, Beginning At 8:30 A.M.

This meeting can be accessed and viewed at the following locations:

1. **A livestream will be shown on the Spectrum/Time Warner Cable Channel 1300**
2. **A livestream will be shown on the City's Facebook page (City of Wichita Falls, Texas Government) (https://www.facebook.com/cityofwichitafalls)**
3. **A video of the meeting will be posted on the City's YouTube page (https://www.youtube.com/cityofwf)**

Item #

1. Call to Order

2. (a) Invocation: Dr. Samuel Abbott
   Hospice of Wichita Falls/Kingdom Life International

   (b) Pledge of Allegiance

3. Comments from the public to members of the city council concerning items that are not on the city council agenda. People wishing to address the council should sign up prior to the start of the meeting. A three-minute time frame will be adhered to for those addressing their concerns. Since comments from citizens are not posted agenda items, the City Council is prohibited from deliberating or taking any action, other than a proposal to place the item on a future agenda. Staff may provide factual statements in response to inquiries or recite existing policy.

4. Ordinance canvassing the returns of the General and Special Municipal Election held in the City of Wichita Falls, Texas on November 5, 2024

5. Administration of Official Oath to Newly Elected Council Members

6. Recess

CONSENT AGENDA

7. Approval of minutes of the November 5, 2024, Regular Meeting of the Mayor and City Council.

8. Receive Minutes

   (a) MPO - TAC, July 11, 2024

   (b) Wichita Falls-Wichita County Public Health Board, September 13, 2024

   (c) Public Safety Assessment Committee, September 26, 2024

REGULAR AGENDA

9. Ordinances

   (a) Ordinance of the City Council of the City of Wichita Falls, Texas, calling a Municipal Runoff Election to be held on December 14, 2024, for the purpose of electing a Councilor At-Large; providing for Early Voting, for the Notice of Election, and for other matters related to the election

10. Resolutions

   (a) Resolution authorizing the City Manager to execute contracts with several community service organizations and organizations that promote the convention and tourism industry

   (b) Resolution adopting the addition to the City's Social Media Sites and Services Policy to include the prohibition of the installation or use of the social media application, TikTok, on any city-owned or leased electronic device

   (c) Resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with Texas Department of Transportation for the construction of a Hike & Bike Trail Camp Fire Property to Lucy Park with an estimated local participation of $685,689.00

   (d) Resolution authorizing the award of a sole source rehabilitation of a Belt Filter Press at the Wichita Falls Resource Recovery Facility, to Andritz Separation Technologies Inc., in the amount of $348,851.00

(e) Resolution authorizing the City Manager or his designee to make application for a grant from the Motor Vehicle Crime Prevention Authority (MVCPA), FY 2025 Request for Application – SB 224 Catalytic Converter Grant in the amount up to $108,000

11. Other Council Matters

(a) Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.

12. Executive Sessions

(a) Executive Session in accordance with Texas Government Code §551.071, consultation with attorney on matter involving pending or contemplated litigation or other matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act (including, but not limited to, legal issues related to executive session and Lake Ringgold).

(b) Executive Session in accordance with Texas Government Code § 551.072, to deliberate the purchase, exchange, lease, or value of real property interests due to the fact that deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third party.

(c) Executive session in accordance with Texas Government Code §551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, dismissal of a public officer or employee (including, but not limited to, the Wichita Appraisal District Board of Directors).

13. Resolution casting votes for individuals nominated for the Wichita Appraisal District Board of Directors

14. Adjourn

Spanish language interpreters, deaf interpreters, Braille copies or any other special needs will be provided to any person requesting a special service with at least 24 hours' notice. Please call the City Clerk's Office at 761-7409.

Every item on this agenda shall be considered a public hearing. Regardless of the agenda heading under which any item is listed, any word or phrase of any item listed on this agenda shall be considered a subject for consideration for purposes of the Texas Open Meetings Act and other relevant law, and City Council may deliberate and vote upon any such subject and resolutions related thereto. Resolutions, ordinances, and other actions concerning any word, phrase, or other subject may be voted upon, regardless of any language of limitation found in this agenda or any document referring to such action. Any penal ordinance, development regulation or charter provision of the City of Wichita Falls or item which is funded by the current or next proposed City of Wichita Falls budget, including, without limitation, any street, water pipe, sewer, drainage structure, department, employee, contract or real property interest of the City of Wichita Falls, may be discussed and deliberated, and the subject is hereby defined as such without further notice. Any

item on this agenda may be discussed in executive session if authorized by Texas law regardless of whether any item is listed under "Executive Sessions" of this agenda, regardless of any past or current practice of the City Council. Executive sessions described generally hereunder may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice. Executive sessions described generally hereunder are closed meetings, may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice, and may include items under Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.084, and/or 551.087.

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at the Wichita Falls Public Library, Wichita Falls, Texas on the 13th day of November, 2024 at 5:30 o'clock p.m.

Marie Babtnop

City Clerk

CITY COUNCIL AGENDA
NOVEMBER 19, 2024

ITEM/SUBJECT: Ordinance canvassing the returns of the General and Special Municipal Election held in the City of Wichita Falls, Texas on November 5, 2024.

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INITIATING DEPT: City Clerk

STRATEGIC GOAL: Actively Engage and Inform the Public.

STRATEGIC OBJECTIVE: Practice Effective Governance.

COMMENTARY: In accordance with Chapter 67.003 of the Texas Election Code, canvassing of precinct returns will be conducted not earlier than three days and not later than fourteen days after the election in even numbered years.

The canvass is the official tabulation of the election results. The City Council reviews the canvass report, which states the total number of votes for each candidate by precinct and a total of all precincts.

After the review, the Council will take action to declare the results of the election, name the duly elected candidates, and in accordance with LGC, Chapter 9, Section 9.005, take action to enter an order in the records of the municipality declaring that the charter amendments are hereby adopted.

☒ **City Clerk**

ASSOCIATED INFORMATION: Ordinance and Canvas Report (the canvass report will be provided at the meeting.)

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **Interim City Manager Approval**

Ordinance No. _____

Ordinance canvassing the returns of the General and Special Municipal Election held in the City of Wichita Falls, Texas on November 5, 2024

WHEREAS, the City Council of the City of Wichita Falls called for a General and Special Election to be held in said City on November 5, 2024, to elect a Councilor At-Large, Councilor District 1, and Councilor District 2; and placing five Propositions on the ballot; and,

WHEREAS, election officers who held the election have made the returns of the results, and said returns have been delivered to the Canvassing Authority; and,

WHEREAS, it is officially found and determined that the meeting at which this ordinance was passed was open to the public, and public notice of the time, place and purpose of this meeting was given, all as required by the Texas Government Code; and

WHEREAS, after canvassing the official returns of the election, it was found to be duly and legally held in all respects, that _____ voters voted in the election, and that votes were cast as follows:

Councilor At-large:		
Sam Pak	received	_____votes
Larry Nelson	received	_____votes
Austin Cobb	received	_____votes
COUNCILOR DISTRICT 1:		
Whitney Flack	received	_____votes
Write in: Oscar Verduzco	received	_____votes
COUNCILOR DISTRICT 2:		
Robert W. Brooks	received	_____votes
Naomi Barron	received	_____votes

Proposition No. 1. Adoption of the state law applicable to firefighters that establishes collective bargaining if a majority of the affected employees favor representation by an employee association, preserves the prohibition against strikes and lockouts, and provide for penalties for strikes and lockouts.

Yes
No

Proposition No. 2. Shall Section 155 be added to the City Charter to read as follows: §155 Collective Bargaining Impasse. If the City and the International Association of Fire Fighters, Local 432 have reached an impasse regarding the negotiation of a collective

bargaining agreement, and the Association has requested arbitration under Texas Local Government Code § 174.153, then the City shall submit to binding interest arbitration as set forth in Texas Local Government Code §§174.154-174.62, 174.164, and 174.253, or any successor to these statutory provisions.

Yes
No

Proposition No 3. Shall Section 59 of the City Charter be amended to provide that the City Manager does not have a right to be present at meetings of the City Council when the Council is considering the evaluations, duties, appointments, reassignments, removal, or discipline of the city manager, city attorney, city clerk, or the presiding municipal court judge?

Yes
No

Proposition No. 4. Shall Section 134 of the City Charter be amended to remove the prohibition that employees of the City are not allowed to take part in federal, state, county, or municipal political campaigns?

Yes
No

Proposition No. 5. Shall Section 154 of the City Charter, which sets minimum wages for Wichita Falls police officers, be removed from the Charter?

Yes
No

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The election was in all respects legally held in accordance with the laws of the State of Texas and the Charter and the Ordinances of the City of Wichita Falls.

2. The City Council officially finds, determines, and declares the results of the election to be that: No candidate for Councilor At-Large received a majority of votes, and a runoff election will be called to elect a Councilor At-Large.

3. _____ was duly and legally elected Councilor District 1; and _____ was duly and legally elected Councilor District 2.

4. The City Council official finds, determines, and declares the results of said Special Election to be that Proposition 1 passed and in accordance with Local

Government Code §174.052 “If a majority of the votes cast in an election under Section 174.051 favor adoption of this chapter, the governing body shall place this chapter in effect no later than the 30th day after the beginning of the first fiscal year of the political subdivision after the election.”

5. The City Council official finds, determines, and declares the results of said Special Election to be that Propositions 2, 3, 4, and 5 passed, and in accordance with Local Government Code §9.05 the City Council declares the charter amendments are hereby adopted.

6. This Ordinance is effective immediately upon its passage and approval.

PASSED AND APPROVED this 19th day of November 2024.

_____
M A Y O R

ATTEST:

_____
City Clerk

City of Wichita Falls
City Council Meeting
Minutes
November 5, 2024

Item 1 - Call to Order

The City Council of the City of Wichita Falls, Texas, met in a regular session at 8:30 a.m. on the above date in the Seminar Room at the MPEC with the following members present.

Tim Short	-	Mayor
Bobby Whiteley	-	Mayor Pro Tem/At-Large
Michael Smith	-	District 1
Larry Nelson	-	District 2
Jeff Browning	-	District 3
Mike Battaglino	-	District 4
Tom Taylor	-	District 5
Paul Menzies	-	Acting City Manager
Kinley Hegglund	-	City Attorney
Marie Balthrop	-	City Clerk

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Mayor Short called the meeting to order at 8:30 a.m.

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Item 2a – Invocation

Reverend David Zapata, DAV TX Chapter 41, gave the invocation.

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Item 2b – Pledge of Allegiance

Mayor Short led the Pledge of Allegiance.

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Item 3a – Employee of the Month – Annie Hasson, Finance
8:32 a.m.

Mayor Short recognized Annie Hasson as Employee of the Month for November 2024 and shared a brief video. He congratulated Ms. Hasson and presented her with a plaque, letter of appreciation, dinner for two, and a check and thanked her for her service.

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Item 3b – Proclamation – Mindful Movements: A Call to Recognize Stress, Girl Scouts
8:34 a.m.

Mayor Short read a proclamation proclaiming November 7, 2024, as Mindful Movements: A Call to Recognize Stress Day in Wichita Falls.

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Item 4 – Comments from Citizens
8:37 a.m.

William Hodges, 4203 Rivercrest Dr., discussed safety and crime concerns at 4126 Rivercrest Dr. due to the deterioration of the property.

Mike Mitchell, 1805 10th Street, discussed the Revitalization Block Party that will be held Saturday in Bridwell Park and invited everyone to attend

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Item 5-7 – Consent Items
8:41 a.m.

Paul Menzies, Acting City Manager, gave a briefing on the items listed under the Consent Agenda.

Moved by Councilor Nelson to approve the consent agenda.

The motion was seconded by Councilor Smith and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

Item 5 – Approval of Minutes of the Mayor and City Council

(a) October 15, 2024 Regular Meeting

(b) October 28, 2024 Special Meeting

Item 6a – Resolution 137-2024

Resolution authorizing the purchase of a Sewer Cleaner Truck for the Sewer Rehabilitation Division through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from SanTex Truck Centers, LTD. in the amount of $389,999.00.

Item 6b – Resolution 138-2024

Resolution authorizing the purchase of replacement ¾ inch through 4 inch water meters and associated parts for the Distribution Division, from Thirkettle Corporation dba Aqua Metric Sales Company, in the amount of $147,532.48.

Item 6c – Resolution 139-2024

Resolution authorizing the award of a sole-source purchase of four return activated sludge pumps for the River Road Resource Recovery Facility from Odessa Pumps and Equipment, Inc., in the amount of $361,668.00.

Item 7 – Receive Minutes

(a) Park Board, June 27, 2024

(b) WFEDC (4A), August 15, 2024

(c) Lake Wichita Revitalization Committee, September 10, 2024

(d) Planning & Zoning Commission, September 11, 2024

(e) Central Wichita Falls Neighborhood Revitalization Committee, October 1, 2024

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Item 8a(i) – Public hearing to rezone Property ID 124584, #469495, & #123371 (227.25 Acres out of G.W. Scott Survey, Abst. 254) from Single Family -1 (SF-1) to Light Industrial (LI) zoning district; and amend the Land Use Plan from Low Density Residential to Light Industrial to allow for a data center warehouse and battery storage units.
8:43 a.m.

Mayor Short opened the public hearing at 8:44 a.m.

Terry Floyd, Director of Development Services, discussed the timeline for the request to rezone the 227.5 acre area on State Highway 287 from Single-Family-1 (SF-1) to Light

Industrial (LI) and amend the Land Use Plan to allow the development of a multi-building industrial warehouse project that will include a data center and battery storage facility. The land is currently adjacent to other Light Industrial and Commercial property. Staff received protest notices from more than 20% of the adjacent property, and a 4/5 majority vote is required for approval.

Councilor Smith asked if there would be an inordinate use of water and electricity, and Mr. Floyd said that technology has evolved where they use much less water and electricity than in the past, and it will be well within our capacity.

Tyson Traw, Assistant Director of Public Works, stated that a 20" water line is available, sewer service is available on the South end, and this property is ready for development.

Councilor Nelson asked about a portion of the property being in the flood plain, and Mr. Floyd stated it was a small portion that would not affect the development.

Mark Calvano, Calvano Development, discussed the location for the proposed data center and battery storage project, the need for the data center to be located close to a substation, and the fact that this project will be located next to an Oncor substation. It will be a hyperscale data center with one tenant, such as Microsoft, Meta, Apple, Google, or Amazon. He provided pictures of example data centers, discussed the low traffic and high electricity usage, and stated that the battery storage would store excess electricity from the grid to be used when needed.

Councilor Browning asked if the main entrance would be off 287, and Mr. Calvano said yes.

Councilor Battaglino asked about the number of construction jobs and the project length. Mr. Calvano discussed the phased-out construction process and possible future growth.

Councilor Taylor discussed the increased property tax base and potential growth that will result from the project.

Ron Kitchens, CEO of the Wichita Falls Chamber of Commerce, said it would require around 2,000 construction workers and approximately $5 billion in investment, including equipment. He discussed the strategy, electricity availability, and economic impact of the project and expressed his appreciation to Councilor Whiteley for his support of economic development during his time on the Council.

Matt McLemore, broker/agent for the property, read a letter from the property owners supporting the rezoning.

Jack Brown, 2000 Margaret Dr., discussed an email he sent to the City Council urging the approval of this rezoning.

Mayor Short closed the public hearing at 9:05 a.m.

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Item 8a(ii) – Ordinance 56-2024
9:05 a.m.

Ordinance to rezone Property ID #124584, #469495, & #123371 (227.25 Acres out of G.W. Scott Survey, Abst. 254) from Single Family -1 (SF-1) to Light Industrial (LI) zoning district; and amend the Land Use Plan from Low Density Residential to Light Industrial to allow for a data center warehouse and battery storage units.

Moved by Councilor Nelson to approve Ordinance 56-2024.

The motion was seconded by Councilor Taylor and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 8b – Ordinance 57-2024
9:06 a.m.

Ordinance amending the Fee Ordinance to allow for the water connection application deposit to be waived for active-duty military personnel.

Moved by Councilor Nelson to approve Ordinance 57-2024.

The motion was seconded by Councilor Battaglino.

Beverly Ellis, 1605 Parkdale, asked if any other individuals would have waived deposits, such as senior citizens, veterans, etc., and asked about where the money was going. Stephen Calvert stated that the current deposit is $100, deposits are refunded to seniors with accounts with good status, and deposits are held to cover unpaid water bills when individuals move. Others may be considered later, but this is specifically for active duty military.

The motion was carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 8c – Ordinance 58-2024
9:10 a.m.

Ordinance amending Chapter 14, Animals, in specific sections, and providing for codification.

Moved by Councilor Nelson to approve Ordinance 58-2024.

The motion was seconded by Councilor Browning.

Amy Fagan, Director of Health, discussed the various areas where restrictions are being reduced for adoption, quarantine requirements, owner surrender requirements, and the addition of a responsible pet owner class. All proposed changes were approved unanimously by the Animal Shelter Advisory Board.

The motion was carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 8d – Ordinance 59-2024
9:19 a.m.

Ordinance making an appropriation to the Special Revenue Fund for the Health Equity Program in the amount of $80,000; received from the Department of State Health Services; authorizing the City Manager to execute contract accepting same.

Moved by Councilor Nelson to approve Ordinance 59-2024.

The motion was seconded by Councilor Browning and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 8e – Ordinance 60-2024
9:21 a.m.

Ordinance making an appropriation to the Special Revenue Fund for STD/HIV-DIS Prevention Services Program in the amount of $174,947; received from the Department of State Health Services; authorizing the City Manager to execute contract accepting same.

Moved by Councilor Browning to approve Ordinance 60-2024.

The motion was seconded by Councilor Smith and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 8f – Ordinance 61-2024
9:23 a.m.

Ordinance amending Section 2-33 to Chapter 2, Article II, Division 1, of the Wichita Falls Code of Ordinances to provide for the appointment of the Mayor Pro-Tem and providing an effective date.

Moved by Councilor Nelson to approve Ordinance 61-2024.

The motion was seconded by Councilor Browning and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 8g – Ordinance 62-2024
9:25 a.m.

Ordinance authorizing the City Manager to execute and grant an Easement and Right of Way to Oncor Electric Delivery Company, LLC consisting of 0.054 acres located in the Anna Cummings Survey, A-610 and the Cyrus Eakman Survey, A450 within the City of Wichita Falls, Wichita County, Texas.

Moved by Councilor Nelson to approve Ordinance 62-2024.

The motion was seconded by Councilor Battaglino.

Mr. Floyd said that this easement is for the upcoming South Wenonah Blvd. project and provided an update on the project, which will include a WinCo Foods grocery store and the use of Tax Increment Financing District #2 funds.

The motion was carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 9a – Resolution 140-2024
9:33 a.m.

Resolution authorizing the purchase of pipe rehabilitation services for the improvements to the Cypress 61 Plant Pipe Gallery from Insituform Technology, LLC, in the amount of $848,000.00.

Moved by Councilor Browning to approve Resolution 140-2024.

The motion was seconded by Councilor Nelson and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 9b– Resolution 141-2024
9:37 a.m.

Resolution authorizing the purchase of one (1) Container Handler truck from Bruckner Truck Sales, Inc. in the amount of $143,452.18.

Moved by Councilor Nelson to approve Resolution 141-2024.

The motion was seconded by Councilor Browning and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 9c – Resolution 142-2024
9:39 a.m.

Resolution authorizing the purchase of one (1) John Deere excavator for the Stormwater Fund through the Sourcewell Purchasing Cooperative from Yellowhouse Machinery Co. in the amount of $318,204.71.

Moved by Councilor Nelson to approve Resolution 142-2024.

The motion was seconded by Councilor Battaglino and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 9d – Resolution 143-2024
9:43 a.m.

Resolution authorizing the purchase of twelve (12) 2025 Ford Utility Police Interceptors for the Wichita Falls Police Department and the Wichita Falls Fire Department through the BuyBoard Purchasing Cooperative from Rockdale Country Ford in the amount of $622,340.00.

Moved by Councilor Nelson to approve Resolution 143-2024.

The motion was seconded by Councilor Taylor and carried by the following vote:

Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 9e – Resolution 144-2024
9:45 a.m.

Resolution authorizing the City Manager to execute a contract for the purchase and installation of a totalAMH RFID System for the Wichita Falls Public Library to Tech Logic Corporation in the amount of $129,195.

Moved by Councilor Nelson to approve Resolution 144-2024.

The motion was seconded by Councilor Taylor and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 9f – Resolution 145-2024
9:48 a.m.

Resolution authorizing the City of Wichita Falls to execute an interlocal agreement with the City of Burkburnett for the purchase of used Wichita Falls Police Department vehicles.

Moved by Councilor Nelson to approve Resolution 145-2024.

The motion was seconded by Councilor Browning and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 9g – Resolution 146-2024
9:51 a.m.

Resolution Accepting the Sale of Excess City Owned Property Consisting of a 0.344-acre tract of land out of William Anglin Survey, A-2, Wichita County, Texas located at 3601 Armstrong Drive in the Amount of $5,368.13.

Moved by Councilor Browning to approve Resolution 146-2024.

The motion was seconded by Councilor Smith.

Pat Hoffman, Property Management Administrator, recommended passing on this bid and rebidding in the new year. There was a brief discussion regarding the need to remove/update the building.

Mike Minter, 3400 Armstrong Dr., stated that this property is 1/3 acre and an acre of land sales for 10,000-15,000, and that is how he calculated his bid. He discussed boundary, approach, and drainage issues and his proposed plan to clean up and create a desert landscape look on the property.

The motion was carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 9h – Resolution 147-2024
10:03 a.m.

Resolution approving the programs and expenditures of the Wichita Falls Type B Sales Tax Corporation Board of Directors and amending the budget to include funding to the City of Wichita Falls for the demolition of the existing structures on the 12.7+ acre tract of land otherwise known as 100 Central East Freeway.

Moved by Councilor Nelson to approve Resolution 147-2024.

The motion was seconded by Councilor Taylor.

Paul Menzies thanked all City staff, the Council, and the Wichita Falls 4B Sales Tax Corporation for their work on this project. He discussed the project's history and stated that the 4B Corporation approved funding up to $381,000.

Moved by Councilor Battaglino to amend the main motion to include an amount of up to $381,000 to the City of Wichita Falls for the demolition of the existing structures on the 12.7+ acre tract of land, otherwise known as 100 Central East Freeway.

The motion to amend was seconded by Councilor Taylor and carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

The main motion, as amended, carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.
Nays: None

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Item 9i – Resolution 148-2024
10:08 a.m.

Resolution awarding a contract to the low bidder, Midwest Wrecking Company of Texas, Inc., for the demolition of the existing structures on the 12.7+ acre tract of land otherwise known as 100 Central East Freeway, and authorizing the City Manager to execute all related documents.

Moved by Councilor Nelson to approve Resolution 148-2024.

The motion was seconded by Councilor Taylor.

Moved by Councilor Battaglino to amend the main motion to amend the amount to up to $381,000.

The motion to amend was seconded by Councilor Nelson.

The motion to amend was carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

Hayden Hansen, 6907 Seymour Highway, asked where the demolition will be taken. Mr. Menzies stated that the steel and concrete would be repurposed, with the remaining going to the landfill. Mr. Hansen asked what would happen if the contractor could not complete the demolition and removal for that price, and staff said use the performance bond.

The main motion, as amended, carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 10a – Staff Reports – Update on the Wildfire Mitigation Project and Community Wildfire Protection Plan
10:14 a.m.

Donald Hughes, Fire Chief, provided an update on the Wildfire Mitigation Plan, citizen input meeting, benefits, and possible significant additional grant funding for a Community Wildfire Protection Plan. Chief Hughes noted that the state will use our plan written by Assistant Fire Marshal Burchett as an example for the rest of the state, and expressed his appreciation to him for his work.

Jared Burchett, Assistant Fire Marshal, discussed rising temperatures, increased vegetation for fuel, high temperatures, and increased fire risk over the past 20 years and stated that this is projected to double by 2036. Wildfires are among the top climate disaster events with significant economic costs. They can affect property values, local industry, tourism, and agriculture and greatly increase the workload of firefighters. The goal of the plan is to help assess wildfire risk, prioritize areas for fuel reduction, improve emergency preparedness and response, and provide a coordinated approach with local, state, and federal agencies for effective response. They have identified 37 mitigation areas, and the plan includes wildfire response education and mitigation with timelines. Although the rain has helped, there is still a high wildfire risk outlook for the next few months.

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Item 10b – Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.
10:24 a.m.

Councilor Taylor thanked the City staff for their work on the Veteran's Day Parade, discussed wildfire mitigation concerns, thanked staff for their work on the mitigation plan, and stated that the grant is important to help supplement our budget costs. He congratulated Annie Hassen, Employee of the Month, and thanked supervisors for looking to promote within. He addressed the concerns on Rivercrest Drive, thanked the Code Enforcement staff for their work, and thanked the Parks Board for their work on the Master Plan that is nearing completion. Councilor Taylor congratulated Lindsay Lewis on the birth of her baby girl and thanked Amy Fagan for her work on the animal ordinance and collaboration with others.

Councilor Whiteley thanked Russell and the contractor who completed the water line replacement on Lamar Street. It is election day, and he encouraged everyone to vote if they have not already. He also expressed his appreciation to Michael Smith and his wife Karen for his over a decade of service on the Council and stated that we need more citizens like them.

Councilor Browning expressed his appreciation to Councilor Smith for his service and encouraged everyone to vote and make their voice heard.

Councilor Battaglino thanked Councilor Smith for his over 15 years on council and lifetime of service to this community. He discussed various upcoming events in the next couple of weeks and encouraged community participation. November is Movember, an organization that focuses on men's health and is the reason for his mustache. He discussed the program Supportive Services for Veteran's Families, which can house homeless veterans for 6 months in an apartment at no charge through Catholic Charities of Fort Worth. We currently have 7 veterans in the program, and he encouraged more participation.

Councilor Nelson encouraged participation in the Bridwell Block Party, discussed the Amtrak project, thanked Councilor Smith and Councilor Whiteley for their inspiration, and stated that individuals asking for City funding need to attend meetings. He encouraged everyone to vote.

Mayor Short encouraged everyone to vote and recognized Councilor Smith for his dedication to our city and citizens as the longest-serving member of the Council. The growth we are experiencing now can be attributed to his previous work. He is always ready with a thoughtful invocation and is one of the nicest gentlemen he has had the privilege to know and work with. He is a deep thinker who does not talk much, but when he does, his words have weight. He loves his family and is passionate about education, the city, and pets. He is thoughtful and has a heart for service, and we hope he will continue to serve the City in other ways. May God continue to bless you; our City is better because of you.

Councilor Smith stated that this is his last Council meeting, and he thanked everyone who has served with him over his 15 years of service. In the last 15 years, there has been much progress, and as he leaves, a new council will arrive. He feels this is just the beginning of growth for Wichita Falls and the surrounding area. It takes our City staff and involved citizens, and he expressed his appreciation to all of them. He discussed various challenges and accomplishments of the Council and staff. He thanked his wife Karen and said he could not have done it without her. He thanked everyone who has been involved with the Council and City staff during his years of service.

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Item 11 – Executive Sessions

No executive session was held.

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Item 12 – Adjourn

Mayor Short adjourned the meeting at 10:42 a.m.

PASSED AND APPROVED this 19th day of November 2024.

_____
Tim Short, Mayor

ATTEST:

_____
Marie Balthrop, TRMC, MMC
City Clerk

WICHITA FALLS METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee

Minutes

Thursday, July 11, 2024

Voting Members Present:
Lin Barnett, Wichita Falls MPO, MPO Director, TAC Chairperson
Cody Bates, Proxy for Callan Coltharp
David Rohmer, TxDOT, Director of Operations
Karen Montgomery-Gagne, City of Wichita Falls, Planning Administrator
Monty Brown, TxDOT, Director of Construction
Scot Reaves, TxDOT, Director of Transportation Planning and Development
Shaun Barnes, TxDOT, Director of Transportation Operations
Tyson Traw, City of Wichita Falls, Deputy Director of Public Works

MPO Staff:
Jaimie Lee, Wichita Falls MPO, Senior Transportation Planner

Absent:
Doug Wooster, City of Wichita Falls, Traffic Superintendent
Terry Floyd, Director of Development Services

Visitors:
Richard Milhollon, SAFB
Karel Davis, Wichita Falls, Public Health District
Maria Contreras, Wichita Falls Chamber
John Burrus, City of Wichita Falls, AT&T

I. Welcome & Introduction

Mr. Barnett, TAC chairperson, called the meeting to order at 9:32 a.m. and welcomed everyone in attendance.

II. Public Comment on Agenda and Non-Agenda Items

Mr. Barnett asked for any public comments on agenda and non-agenda items. Receiving none, the committee moved on to the next agenda item.

III. Review and Approval of the April 11, 2024 Technical Advisory Committee's (TAC) Meeting Minutes

Mr. Barnett asked for any comments or corrections to the April 11, 2024 TAC meeting minutes. Receiving none, he asked for a motion to approve the minutes. Ms. Gagne made the motion to approve. Mr. Brown seconded the motion, which passed unanimously.

IV. Review and Comment Regarding the April 24, 2024 Transportation Policy Committee's (TPC's) Meeting Minutes – No Action Required

Mr. Barnett asked for comments on the April 24, 2024 TPC meeting minutes. Receiving none, the committee moved on to the next agenda item.

V. Review and Recommend to the Policy Board to Approve the 2020-2045 MTP Project List Amendments: (1) Install 5 Direct Current Fast Charge Ports within one Mile of the Electric Alternative Fuel Corridors on IH-44, and (2) SH 79/FM 369 to south bound US 281 – build Direct Connect Ramp

Mr. Barnett directed the committee's attention to the enclosed Project List Amendments. He presented both amendments to the TAC committee stating these projects were added to the current MTP Project List in the 2020-2045 MTP. He stated the first amendment to be added to the project list was the installation of 5 Direct Current Fast Charge Ports along the IH-44 Alternative Fuel Corridor located at 1526 Old Iowa Park Road in Wichita Falls. Mr. Barnett stated that at the April 24, 2024 TPC meeting, this project was reviewed and approved by the Policy Board for inclusion in the 2023-2026 Transportation Improvement Program (TIP).

Mr. Barnett stated the second project was a request from our local TxDOT District Office to get this project onto the 2020-2045 MTP Project List in order to program state funding for consultant fees. This project will construct a new Direct Connect Ramp between SH 79/FM 369 and US 281. He stated this project was in the early planning stages and a construction date has not yet been set. Mr. Barnett asked for comments or questions regarding the MTP Project List Amendments. Receiving none, he asked for a motion to forward the amendments to the Policy Board for review and approval. Mr. Barnes made the motion to approve. Mr. Reaves seconded the motion, which passed unanimously.

VI. 2025-2050 Metropolitan Transportation Plan Update: Presentation by Alliance Transportation Group Staff Members, followed by Open Discussion and Request for Public Comment

(NOTE: this agenda item was moved to the very end of the meeting). Mr. Barnett reminded the TAC committee that in February of 2024 WFMPO began the process of updating the 25-year Metropolitan Transportation Plan. He stated that public meetings are a large part of the update process, and for this cycle, MPO staff decided to incorporate the public involvement process within both of the July TAC and TPC board meetings.

Mr. Barnett introduced staff from Alliance Transportation Group (ATG) via online communications. ATG staff then conducted a virtual presentation of the work accomplished through June 2024 on the 2025-2050 Metropolitan Transportation Plan (MTP) update. The consultant discussed an overview of the MTP, a Needs Analysis, and Expectations & Responsibilities of the Advisory Committee. ATG staff then presented a SWOT (Strengths, Weaknesses, Opportunities, and Threats) survey to gather feedback from the TAC. This was accomplished using cell phones and the Mentimeter survey application. Everyone present participated in the survey, which produced very much needed information for the MTP update. ATG staff answered questions from the TAC committee and discussed next steps in the MTP update process.

At the end of the MTP presentation, Mr. Barnett informed everyone present that ATG staff will attend the TPC Policy Board meeting on July 24th and will make a similar presentation at the end of the meeting. Furthermore, that same day, ATG and MPO staff will host a public meeting in the Downtown Travel Center from 4:00 to 6:00 p.m. The goal of the public meeting is to encourage the public and area stakeholders to come and discuss ideas for a better surface area transportation network.

VII. Other Business:

a. **Discussion & Overview of Progress on Local Transportation Projects – City and TxDOT staff (Quarterly Review)**

City: Mr. Traw reported on two future projects for the City of Wichita Falls. First, the 2024 Asphalt Rehab Project from Midwestern to Elliot. Second, the Concrete Rehab Project near Rivercrest Drive.

TxDOT: Mr. Bates reported on the current construction projects: BU 287J widen roadway, three pavement repair projects located at FM 2380 from FM 369 to SH 79, SL 79 from Professional Drive to FM 1954, and SL 473 from BU 287J to US 82, a district-wide seal coat from US 82 at Windthorst Road to Fisher Road, two bridge and approach rail projects located at US 82 EB/WB to Kemp and Taft, and BU 277A to BNSF RR, and several projects along US 82 and SH 79 under the Bridge Maintenance and Improvement Program.

b. **MPO Quarterly Financial Report (2nd Quarter – January, February, March)**
Mr. Barnett reported on the 2nd quarter expenses for the MPO. He stated that the MPO had spent 32% of its total allocation for FY 2024. Mr. Barnett asked for any comments or questions on the second quarter financial report. He received none.

c. **Other Items**
No items to report

VIII. Meeting Adjournment
The meeting adjourned at 10:51 a.m.

Lin Barnett

Irvan F. "Lin" Barnett Jr.
MPO Transportation Planning Director
Wichita Falls MPO

WICHITA FALLS-WICHITA COUNTY PUBLIC HEALTH BOARD MINUTES

September 13, 2024

Wichita Falls-Wichita County Public Health District
1700 Third Street – Clements Conference Room
Wichita Falls, Texas

BOARD MEMBERS PRESENT:

Keith Williamson, M.D., Chair	Physician – City Appointment
Rachel Reitan, DNP, FNP-c	Citizen At-Large – City Appointment
Tonya Egloff, D.D.S.	Dentist – County Appointment
Nichole Jefferson, RN	Registered Nurse – City Appointment

BOARD MEMBERS EXCUSED ABSENCE:

Ray Forsythe	Citizen At-Large – County Appointment
Dr. Jered Harlan	Veterinarian – City Appointment
Melissa Plowman	Restaurant Association – City Appointment

OTHERS PRESENT:

Amy K. Fagan, M.P.A.	Director of Health
Brandi Smith, BS, RN	Assistant Director of Health
Mark Beauchamp	County Commissioner
Michael Smith	City Liaison

I. CALL TO ORDER

Dr. Williamson, Chair, called the meeting to order at 12:06 pm after a quorum of members attained.

II. APPROVAL OF MINUTES AND ABSENCES

Dr. Williamson called for the review and approval of the July 12, 2024 minutes.
Dr. Williamson asked for a motion to approve the minutes.
Rachel Reitan made a motion to approve and Nichole Jefferson seconded. The minutes were approved unanimously.

III. Body Art Ordinance Overview

Stephanie Taylor, Registered Sanitarian spoke about the Body Art Ordinance revision. The last ordinance update was in 2017. It added temporary events such as the Ink Masters that came to the MPEC.
The purpose of the ordinance is to protect the health of the public by establishing standards for the prevention of disease that may be associated with body art procedures.
The City adopts the provisions of the current rules as amended by the State Board of Health.
The current ordinance has 32 definitions. The definition of Body Art is the practice of physical body adornment included but not limited to body piercing, tattooing and cosmetic tattooing. Body Art does not include branding and practices that are considered medical procedures. There are exemptions such as medical offices and ear piercing.

Stephanie said there is paper work required that includes verbal and written aftercare and disclosure of risks. The client must provide a valid ID and a minor client will need additional documentation.

The client must disclose relevant medical history that could affect the tattoo process or healing.
The operator keeps records of each procedure performed for a minimum of 3 years.

General Sanitation covers the Prep and Care of Body Art area.
Sanitation and Sterilization covers gloves, handwashing, and sharps.
Operator Cleanliness and Health
Non-disposable instruments sterilization and sterilizer records.
The premises needs to have easily cleanable surfaces, pest free, 75 sq. ft. operator area, lighting, protected from contamination, hand washing sink, waste and sharps receptacles and a supply storage and linens.

Permits and Licenses – the State of Texas permits the establishment and we do also. The individual artist needs to have a license. For the license they will need to take a test and there are 3 different tests, Tattoo, Piercing and Cosmetic Tattooing depending what they will be doing. The tests are over knowledge of safety, anatomy and infectious disease control. It also allows them to work as an apprentice for 12 months under a sponsor. Then they can take the test to become a licensed Body Artist.

Additional Prohibitions are:

1. Can not perform body art on a minor without the parents' consent.
2. Can not perform body art on a client under the influence.
3. Can not perform body art in a mobile unit.
4. They must have a current Permit.

Suspension, Revocation, and Enforcement:

1. Suspension if not in compliance
2. Opportunity for a hearing
3. Permanent revocation
4. Class C misdemeanor

Michael Smith asked about the removal of a tattoo with a laser. Who can do that?
Stephanie said she did not know.

Amy spoke about the steps we will do to get a draft together for the next meeting.

IV. Animal Ordinance – Adoption Guidelines

Nicki Bacon, Animal Services Administrator spoke about the proposed changes to the Animal Ordinance.

Owner Surrender:

For those who are turning in a litter of puppies or kittens, they will be required to have a pre-pay spay/neuter and an appointment date set at the time of surrender for the mother dog within 30 days of surrendering the litter with rabies and city license.

Required to attend Responsible Pet Owner Class when surrendering a litter of puppies or kittens and have surrendered 1 or more animals in the past 36 months.
Amy asked for clarification of the Pet Owner Class. It needs to show a pattern.
Nicki stated that if a person surrenders 1 or more animals in the past 36 months then surrenders a litter they need to take the Responsible Pet Owner Class. Because it shows a pattern.

Adoptions:

Change to "all animals in the home must be current on vaccinations and city licenses prior to the applicant being approved for adoption." Remove requirement for all animals in the home to be

Spayed/neutered. Add when the adopted puppy/kitten is under 6 months of age, then the opposite sex same species animal in the home must be spayed/neutered. (because a puppy/kitten cannot be spayed/neutered under 6 months).

Nicki asked if there were any question and Dr. Egloff asked if after their 6 months do they show that they did get the spayed/neutering done? Nicki stated that when they come in for the adoption they need to show a prepay receipt for the spay or neutering. It is up the client to take the pet to the appointment and we do follow up on it.

Amy spoke about the micro-chipping and stated that in the last 3 or 4 years people have been focused on it. Taking out the micro-chipping requirement on other animals in the home would help the adoption.

Responsible pet owner class:

To add a requirement for those who owner surrender a litter of puppies/kittens after they have surrendered 1 or more animals in the past 36 months need to take the class.

Dangerous dog:

Deleted the national registry requirement
Lowered insurance to $500,000 (no one could find $750,000)
Language of "or their designee" is missing from the later appeal.

Remove a dangerous dog is any animal that makes an unprovoked attack outside their home or domicile and causes serious bodily injury to a person. It is not a type of dog.

Seizure Warrant – recommended we needed to add this information. We were missing the language for general seizures.

Amy asked for a vote of support today for the summary of changes.

Dr. Williamson asked for further discussion or questions. With no further discussion or questions Dr. Williamson asked for a motion to accept these changes to the ordinance. Dr. Tonya Egloff motioned to accept the changes and Rachel Reitan seconded. A vote was taken and the motioned was accepted unanimously.

V. Next Meeting Date

November 8, 2024.

VI. Adjourn

Dr. Williamson adjourned the meeting at 12:55 pm.

Signature

Keith Williamson, MD, Chair, Tonya Egloff, D.D.S., Vice-Chair

MEETING AGENDA & NOTES

Project: Public Safety Assessment Committee

Job No: 23023 Date: September 26, 2024

Location: Wichita Falls Police Department

City of Wichita Falls – Public Safety Assessment

PSA Committee Meeting #2

1. Call to Order
   a. Chair Mike Battaglino called the meeting to order at 2:30 PM.

2. Committee Member Introductions

Present:

Chair: Mike Battaglino, City Councilor
Bobby Whiteley, City Councilor
Michael Smith, City Councilor
Blake Jurecek, Assistant City Manager
Derek Brown, IT/Facilities Manager
Manuel Borrego, Chief of Police
Donald Hughes, Fire Chief
Reno Gustafson, Public Member
Tyler Methvin, Public Member
Tanner Wachsman, Public Member
Carol Murray, Public Member
Dave Clark, Public Member
Ford Swanson; Public Member
Al Vitolo, Fire Dept./IAFF
Kevin Folmar, Police Dept.

Design Team:

Gina Irwin, BSW
Don Greer, BSW
Steve Wood, BYSP Architects

Absent:

Bobby Whiteley, City Councilor

3. Facilities Tour
   a. Members of the committee had the opportunity for a thorough tour of all parts of the facilities. Condition issues, office space constraints, and what would be sufficient was discussed.

4. Conference Room Discussion
   a. Chief Borrego further discussed condition issues, office space constraints, and what would be sufficient for a police force this size.

5. Police Station Needs Presentation
   a. Gina Irwin of BSWA presented on the necessary space and other needs for a potential facility. A conceptual layout was presented.

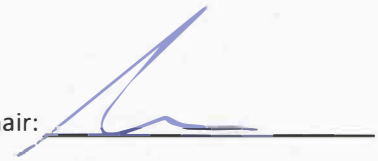
6. Other Business Matters
   a. No new business was discussed
   b. ACM Blake Jurecek said Pam Burch will send out an email for setting the next meeting.

7. Adjournment

Meeting was adjourned by Chair Battaglino at 4:25 PM.

Next Meeting: October 31st, 2024

Secretary: Tyler Methvin

Committee Chair: 

Michael Battaglino

CITY COUNCIL AGENDA
November 19, 2024

ITEM/SUBJECT: Ordinance of the City Council of the City of Wichita Falls, Texas, calling a Municipal Runoff Election to be held on December 14, 2024, for the purpose of electing a Councilor At-Large; providing for Early Voting, for the Notice of Election, and for other matters related to the election.

INITIATING DEPT: City Clerk

STRATEGIC GOAL: Actively Engage and Inform the Public.

STRATEGIC OBJECTIVE: Practice Effective Governance.

COMMENTARY: As noted in the Ordinance canvassing the November 5, 2024, election, no one candidate received a majority of the votes cast for the Councilor At-Large position. In accordance with §21 of the City Charter a runoff election must be called for the purpose of determining the election between the two candidates receiving the highest number of votes for any such office in the first election. The two candidates receiving the highest number of votes were Sam Pak and Austin Cobb.

House Bill 357, adopted during the 88th Regular Session of the Texas Legislature, amended section 2.025 of the TEXAS ELECTION CODE to require the Secretary of State to designate the date of a runoff resulting from an election held on a uniform election date. Section 2.025 (a) and (e) of the TEXAS ELECTION CODE provide that the runoff election shall be held on a Saturday and must occur no earlier than the 30th day after the date of the main election and no later than the 45th day after the date of the main election, and may not be a national or state holiday under Section 1.006(f) of the TEXAS ELECTION CODE or have an early voting period that includes such a holiday. Pursuant to Section 2.025 of the TEXAS ELECTION CODE, Saturday, December 14, 2024, is designated by the Secretary of State as the date of a runoff election resulting from an election held on Tuesday, November 5, 2024.

This Ordinance sets the polling locations and times for Early Voting by personal appearance, and sets the polling locations for Election Day. The Election Services Contract with the Wichita County Elections Administrator is automatically extended for the Runoff Election.

☒ **City Clerk**

ASSOCIATED INFORMATION: Ordinance, Canvass Report for Councilor At-Large

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **Interim City Manager Approval**

Ordinance No. _____

Ordinance of the City Council of the City of Wichita Falls, Texas, calling a Municipal Runoff Election to be held on December 14, 2024, for the purpose of electing a Councilor At-Large; providing for Early Voting, for the Notice of Election, and for other matters related to the election

WHEREAS, the City Council of the City of Wichita Falls, Texas, called an election for City Officers to be held in the City on November 5, 2024, to elect a Councilor At-Large, a Councilor District 1, and a Councilor District 2; and,

WHEREAS, the City Council canvassed the election results, and no one candidate received a majority of all votes cast for the office of Councilor At-Large; and,

WHEREAS, Section 21 of the City Charter provides that a runoff election must be called for the purpose of determining the election between the two candidates receiving the highest number of votes for any such office in the first election; and,

WHEREAS, in the Councilor At-Large race, Sam Pak received ____ % of the votes cast, Larry Nelson received _____% of the votes cast, and Austin Cobb received _____% of the votes cast in the November 5, 2024 Municipal Election; and,

WHEREAS, House Bill 357, adopted during the 88th Regular Session of the Texas Legislature, amended section 2.025 of the TEXAS ELECTION CODE to require the Secretary of State to designate the date of a runoff resulting from an election held on a uniform election date; and,

WHEREAS, Sections 2.025 (a) and (e) of the TEXAS ELECTION CODE provide that the runoff election shall be held on a Saturday and must occur no earlier than the 30th day after the date of the main election and no later than the 45th day after the date of the main election, and may not be a national or state holiday under Section 1.006(f) of the TEXAS ELECTION CODE or have an early voting period that includes such a holiday; and,

WHEREAS, pursuant to Section 2.025 of the TEXAS ELECTION CODE, Saturday, December 14, 2024, is designated by the Secretary of State as the date of a runoff election resulting from an election held on Tuesday, November 5, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. A Runoff Election is hereby ordered to be held on December 14, 2024, for the purpose of resolving the election for Councilor At-Large between Sam Pak and Austin Cobb.

2. The Wichita County Elections Administrator is designated as the Early Voting Clerk.

3. Early Voting by personal appearance for the December 14, 2024, Runoff Election will be conducted at the following locations and times:

LOCATION	ADDRESS	DATES	TIME
WICHITA COUNTY COURTHOUSE (MAIN LOCATION)	900 7TH ST ROOM 139 WICHITA FALLS, TX 76301	December 2-6, 2024 December 9-10, 2024	8:00 am - 5:00 pm 8:00 am - 5:00 pm
SIKES SENTER MALL	3111 MIDWESTERN PKWY WICHITA FALLS, TX 76308	December 2-6, 2024 December 9-10, 2024	11:00 am - 7:00 pm 11:00 am - 7:00 pm

4. Applications for early voting ballot by mail shall be mailed to:

Robin Fincannon, Elections Administrator
Early Voting Clerk
900 7th Street, Room 104
Wichita Falls, Texas 76301
(940) 766-8174
elections@co.wichita.tx.us
www.wichitacountytx.com

Applications for ballot by mail must be received no later than the close of business on December 3, 2024.

5. The polling locations where qualified voters may cast ballots for the Runoff Election on December 14, 2024, are shown below. The polling locations shall be open from 7:00 a.m. to 7:00 p.m.

LOCATION	ADDRESS
MARTIN LUTHER KING CENTER	1100 SMITH WICHITA FALLS, TX 76301
TEXAS HIGHWAY DEPARTMENT	1601 SOUTHWEST PKWY WICHITA FALLS, TX 76302
REGION 9	301 LOOP 11 WICHITA FALLS, TX 76306

6. The Wichita County Elections Administrator shall act as the Contracting Officer and shall appoint election judges, alternate judges, clerks, and other duties as described in the contract for election services.

7. An electronic voting system, as defined in Chapter 121 of the TEXAS ELECTION CODE, shall be used for voting at the regular polling locations for said election, counting

the ballots, and tabulating the results. The election and the use of the electronic voting system shall be conducted in accordance with the TEXAS ELECTION CODE.

8. An Early Voting Ballot Board is designated to canvass the early votes cast by mail and provisional ballots. The Wichita County Elections Administrator shall appoint a Presiding Judge of the Board, and the judge shall appoint such other members as provided in the TEXAS ELECTION CODE, Section 87.002.

9. The Wichita County Elections Administrator is located in the County Courthouse, 900 7th Street, Room 104, Wichita Falls, Texas, and is hereby established as the Central Counting Station to receive and tabulate votes and ballots cast in said election.

10. The election materials, as outlined in Chapter 272, TEXAS ELECTION CODE, shall be printed in both English and Spanish for use at polling locations for early voting and election day.

11. The Mayor is authorized to sign the Order of Election and Notice of Election. The Notice of Election shall be published in accordance with the provisions of the TEXAS ELECTION CODE and the City Charter. The City Clerk, in consultation with the City Attorney, is hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal law, state law, and charter provisions in conducting the election, whether or not expressly authorized herein.

12. This Ordinance is effective immediately upon its passage and approval.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

PASSED AND APPROVED this 19th day of November, 2024.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
November 19, 2024

ITEM/SUBJECT: Resolution authorizing the City Manager to execute contracts with several community service organizations and organizations that promote the convention and tourism industry.

INITIATING DEPT: Finance/Community Development

STRATEGIC GOAL: Actively Engage and Inform the Public

STRATEGIC OBJECTIVE: Continue Supportive Partnerships with Local Non-Profits

COMMENTARY: The FY 2025 Adopted Budget includes funds in the Community Development Block Grant Program, Hotel/Motel Fund, and the General Fund for several community service organizations and organizations that promote the convention and tourism industry. These funds were proposed in the budget as per the recommendations of the City Council Committee on Outside Agency Funding and, further, as approved by the City Council as part of the FY 2025 budget.

This resolution has been prepared to authorize the City Manager to enter into contracts with these organizations in the amounts and for the purposes authorized by the City Council. Due to the number of contracts being authorized, they have not been included in the agenda materials. Each of the contracts follows a similar format; however, there are some provisions in the CDBG contracts that are included to comply with federal grant guidelines. The contract terms follow the same terms and conditions as in previous years. They generally provide for the scope of services to be performed by the agency and the specific uses for the funds; a term of one year beginning October 1, 2024, and ending September 30, 2025, maximum compensation; method of payment to the contractors; specific financial reports and records to be generated and maintained; and insurance requirements.

The resolution is recommended for approval.

☒ **CFO/Director of Finance** ☒ **Assistant City Mgr.**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **Interim City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute contracts with several community service organizations and organizations that promote the convention and tourism industry

WHEREAS, the Fiscal Year 2025 Adopted Budget includes funds for several community service organizations and organizations that promote the convention and tourism industry; and,

WHEREAS, the City Council desires to enter into contracts with these agencies to provide the terms and conditions for the use of these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The City Manager is hereby authorized to enter into contracts, in forms approved by the City Attorney, with the following organizations in the amounts specified below:

Agency	Fund	Amount
Helen Farabee Regional MHMR Centers	General Fund	$100,000
Child Care Incorporated (Operations)	CDBG	$126,239
Child Care Incorporated (Zale Center-Window Replacement)	CDBG	$ 60,000
Senior Citizens Services of North Texas (Meals on Wheels)	CDBG	$ 54,103
Senior Citizens of North Texas (Roof Replacement)	CDBG	$ 67,000
Christmas in Action	CDBG	$150,000
Arts Council (Sound Garden, Lamar & Jalonick)	CDBG	$100,000
Wichita Falls Arts Commission	Hotel/Motel	$ 90,000
River Bend Nature Works	Hotel/Motel	$ 8,000

PASSED AND APPROVED this the 19th day of November, 2024.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
November 19, 2024

ITEM/SUBJECT: Resolution adopting the addition to the City's Social Media Sites and Services Policy to include the prohibition of the installation or use of the social media application, TikTok, on any city-owned or leased electronic device.

INITIATING DEPT: Human Resources

STRATEGIC GOAL: Actively Engage and Inform the Public

STRATEGIC OBJECTIVE: Establish and utilize information platforms to provide information consistently and persistently

COMMENTARY: Currently the city's Social Media Sites and Devices policy sets guidelines for the use of social media when conducting city business. The policy sets guidelines for the establishment, operation, and management of various Social Media to ensure timely, accurate, and appropriate use of those outlets when communicating public information on behalf of the City.

The Texas Legislature made findings that TikTok collects vast amounts of data from its users' devices including when, where, and how they conduct Internet activity and offers potentially sensitive information to the Chinese government. The Texas Legislature, through Senate 1893, requires that all city-owned or leased electronic devices be free of the TikTok application.

As such, in accordance with Senate Bill 1893 (codified as Chapter 620 of the Texas Government Code) and the Office of the Governor's directive regarding the installation and use of prohibited technologies on personal devices, the City of Wichita Falls prohibits the installation or use and requires the removal of TikTok, or any successor application developed or provided by ByteDance Limited, on any and all city-owned or leased electronic device including any device used by City Council.

To provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, the Texas Department of Public Safety (DPS) and Texas Department of Information Resources (DIR) will regularly monitor and evaluate additional social media applications or services that pose a risk to the City.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

Staff recommends approval of the resolution.

☒ **Director of HR**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **Interim City Manager Approval**

Resolution No. _____

Resolution adopting the addition to the City's Social Media Sites and Services Policy to include the prohibition of the installation or use of the social media application, TikTok, on any city-owned or leased electronic device

WHEREAS, the Texas Legislature, through Senate Bill 1893, found that TikTok poses a significant risk to the security of users; and,

WHEREAS, the Texas Legislature further found that TikTok collects vast amounts of data from its users' devices including when, where, and how they conduct Internet activity and offers potentially sensitive information to the Chinese government; and,

WHEREAS, Senate Bill 1893 and the Office of the Governor's directive prohibit the installation and use of TikTok and would require the removal of TikTok on any city-owned or leased electronic device.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The attached City of Wichita Falls Social Media Sites and Devices policy sets guidelines in line with the Office of the Governor's directive and Senate Bill 1893. Further, the City Council acknowledges that Council member are also prohibited from installations and use of Tik Tok on City owed electronic devices in a manner consistent with this law and policy.

PASSED AND APPROVED this the 19th day of November, 2024.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY OF WICHITA FALLS
ADMINISTRATIVE POLICIES AND PROCEDURES

Effective: xx/xx/xxxx **Policy Reference Number: I-7**

SECTION: Administration
TOPIC: Use of City Social Media Sites and Services

I. PURPOSE

The City of Wichita Falls, in the ongoing effort to effectively communicate with the public, uses Social Media as a way to deliver information and provide a venue for involvement, interaction and feedback concerning City business, activities, and issues. This policy sets guidelines for the establishment, operation, and management of various Social Media to ensure timely, accurate and appropriate use of those outlets to deliver clear, concise and consistent messages on behalf of the City.

The City shall establish a Social Media Committee, comprised of City employees (Social Media Administrators), representing departments and divisions that utilize and maintain Social Media on behalf of the City. The committee will meet to discuss areas of improvement of City-associated Social Media sites, and to learn about and discuss the latest technology, tools, trends and updates associated with these sites.

This policy establishes guidelines for the use of social media. The City Manager or his designee shall approve what social media outlets may be suitable for use by the City and its departments.

II. DEFINITIONS

A. Blog – (An abridgment of the term web log) A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.

B. Post - Content an individual shares on a social media site or the act of publishing content on a site.

C. Profile - Information that a user provides about himself or herself on a social networking site.

D. Social Media - A category of internet-based resources that enable the user to generate content and encourage other user participation. “Social Media” are various forms of discussion-information-sharing tools, including social networks,

blogs, video sharing, wall postings, e-mail, instant messaging, and music sharing, to name a few. Examples of Social Media applications include, but are not limited to, Google, Microsoft Explorer, Mozilla Firefox, and Yahoo Groups (reference, social networking); Wikipedia (reference); MySpace and Facebook (social networking); YouTube (social networking and video sharing); Flickr (photo sharing); Picasa (Photo sharing); Twitter (social networking and microblogging); LinkedIn (business networking); news media comment sharing/blogging; PhotoBucket (photo sharing); Nixle (news bulletin). This policy covers all Social Media tools, both current and future.

E. Social Networks - Platforms where users can create profiles, share information, and socialize with others using a range of technologies.

F. Speech - Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.

G. Social Networking - The practice of expanding one's business and/or social contacts by making connections through clubs, organizations, phone contacts, written correspondence or through web-based applications. This policy focuses on Social Networking as it relates to the Internet to promote such connections through Web-based groups established for that purpose.

H. Comment - A response to a City article or social media content submitted by any person or entity.

I. Article - An original posting or content to a City social media site by a City employee.

J. Link - A referral to other information at a different location on the internet via a hyperlink.

III. APPLICATION

A. This policy applies to the use of Social Media as described below. The lack of specific reference to a site does not limit the extent of the application of this policy.

1. Networking sites (such as Facebook, MySpace, LinkedIn) that allow static-posting of communication between users with individual profiles.

2. Reference, search, and social networking sites (such as Google, Microsoft Explorer, Mozilla FireFox, Yahoo, Bing, Wikipedia).

3. Bulletin sites (such as Twitter and Nixle) that allow active-posting of communication between users and defined user groups.

4. Multimedia sites (such as YouTube, Vine, Instagram, Flickr, PhotoBucket and Picasa) that provide on-line storage of photos, videos and other multimedia materials and allow public access to those materials.

5. Blogs, a discussion of topics posted to the internet, generally created and monitored by an individual. The City will not operate a blog.

B. Any new Social Networking Outlet implemented by the city shall be operated in compliance with this policy, as determined by the City Manager.

IV. GENERAL RULES OF USE

A. The establishment of a City-related Social Media site or service will be administered by the appropriate Department or Division, upon approval to establish and maintain a Social Media site or service.

B. Under certain circumstances, a City Department or Division may want to create and maintain a Social Media site or service. A request must come through the Department Director and be approved by the City Manager prior to implementation. Sites that violate this policy may be removed at any time. This rule is considered to be retroactive and established sites will be reviewed for approval.

C. Information posted by staff on approved City Social Media Sites must be factual, neutral (free of opinion) and cannot impair the public's confidence in the operation of city government or the performance of individual employees.

D. As forums open to the public, City-administered Social Media Sites will accept connection requests from the public. Department and Division Social Media Administrators will not submit Connection requests to individual users with the following exceptions:

   i. Elected or appointed officials of the City or other governing bodies
   ii. City employees
   iii. Other government-run user profiles (e.g. cities, county, state, etc.)
   iv. News media outlets and representatives

E. Wherever possible, links to more information should direct users back to the City's official website for more information, forms, documents, or online services necessary to conduct business with the City.

F. City social networking sites are subject to the Texas Public Information Act and Federal discovery files and the City's record retention schedule shall be maintained for the required period in a format that preserves the integrity of the original record and is easily accessible using the usual or approved City platforms and tools.

G. All social network sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

H. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

I. Each City social networking site shall include an introductory statement, which clearly specifies the purpose and topic of the social network site. Where possible, social networking sites should link back to the official City internet site for forms, documents and other information.

J. Bulletins, postings and comments containing any of the following shall not be allowed, and shall be removed by the City if posted:

   i. Profane language or content
   ii. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
   iii. Sexual content or links to sexual content
   iv. Threats of violence
   v. Solicitations of commerce
   vi. Conduct or encouragement of illegal activity
   vii. Information that may tend to compromise the safety or security of the public or public systems
   viii. Content that violates proprietary information of any other party
   ix. False or misleading information stated as fact or a belief, that can be proven as false or misleading

K. Departments that use social media are responsible for complying with applicable federal laws and city policies. This includes adherence to established laws and policies regarding copyright, records retention, the Texas Public Information Act, the First Amendment of the U.S. Constitution, privacy laws and information security policies established by the City.

L. Employees representing the City government via social media outlets must conduct themselves at all times as representatives of the City and in accordance with the City's Personnel Policy Manual. Employees who fail to conduct themselves in an appropriate manner shall be subject to disciplinary

action up to and including termination of employment. Employees using Social Media Sites, whether as an administrator, or as a responder to a posting, will follow these guiding principles:

1. Maintain transparency by using your real name and job title, and by being clear about your role in regards to the subject.

2. Write and post about your area of expertise, especially as related to the City and your assignments. When writing about a topic for which you are not the City's expert, make this clear to readers.

3. Keep postings factual and accurate. If a mistake is made, admit to it and post a correction as soon as possible.

4. Reply to comments in a timely manner, when a response is appropriate. When disagreeing, with others opinions, keep it appropriate and polite.

5. Post meaningful, respectful comments that are on topic.

6. Understand that postings are widely accessible, not retractable, and will be around for a long time, so consider content carefully.

7. Ensure that your comments do not violate the City's privacy and applicable legal guidelines for external communication. Never comment on anything related to legal matters, litigation, on-going investigations, or any parties with whom the City may be in litigation without the appropriate approval.

8. Ensure you have the legal right to publish others' material, including photos and articles pulled from other sites. Do not publish photos taken while on the scene of any incident. Respect brand, trademark, copyright, fair use, disclosure of processes and methodologies, confidentiality, and financial disclosure laws. Even when using material from copyright-free sources, include appropriate attributions.

9. Make it clear that you are speaking for yourself and not on behalf of the City, unless that is part of your duties with the City. Remember that your postings are ultimately your responsibility.

M. City staff authorized to post material on City-administered sites will receive training on the content and application of this policy prior to being granted access.

N. Where applicable, City-Administered sites that permit user comments will display or promote when ~~necessary~~necessary, the following disclaimer:

The purpose of this site is to present matters of public interest in Wichita Falls, Texas. The City encourages users to submit questions, comments, and concerns with the understanding that the City of Wichita Falls reserves the right to delete or block submissions that contain vulgar language, personal attacks, encouragement of violence or criminal activity, material of a sexual nature, solicitation of commerce, infringe on copyrights or trademarks, or offensive comments that target or disparage any ethnic, racial, or religious group or statements that are false or misleading.

User comments expressed on this site do not reflect the opinions and position of the Wichita Falls City government or its elected officials or employees. For questions or comments please contact the City of Wichita Falls Public Information Office at 940-761-7401.

O. Web addresses that connect to City-administered Social Media Sites may be utilized in City publications and other written material, City-related websites, television productions and other electronically generated material.

V. PROHIBITED SOFTWARE/APPLICATIONS/DEVELOPERS ON CITY-OWNED OR LEASED EQUIPMENT

1. In accordance with Senate Bill 1893 (codified as Chapter 620 of the Texas Government Code), the City of Wichita Falls prohibits the installation or use and requires the removal of TikTok or any successor application developed or provided by ByteDance Limited, or any entity owned by ByteDance Limited on any city-owned or leased electronic device, except to the extent necessary for providing law enforcement or developing or implementing information security measures, with the user implementing appropriate risk-mitigating measures.

2. To provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, the Texas Department of Public Safety (DPS) and Texas Department of Information Resources (DIR) will regularly monitor and evaluate additional social media applications or services that pose a risk to the City.

3. DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

~~V.~~ VI. SITE ADMINISTRATION

A. The City of Wichita Falls retains intellectual rights to content placed on City sponsored Social Media Sites that are maintained by employees.

B. The Public Information Office will maintain a current list of all City-administered sites, access information for each site, and employees who have been provided with access. Additional employees may be given access only with approval from their respective Department Heads.

C. If an employee with access to a City-administered Social Media Site leaves the organization for any reason, the appropriate Department or Division Social Media Administrator will change the access information for their Social Media site(s), contact the appropriate administrators with the new access information and contact the Public Information Office with the new access information.

D. Where applicable, City security policies, including but not limited to information technology security policies, shall apply to all social networking sites, articles, and comments.

~~VI.~~VII. EMPLOYEE SITES

A. The City recognizes that employees use Social Networking Outlets for their own purposes. This policy does not extend to individual ~~employees~~employee's sites, except that employees may be subject to disciplinary action in accordance with City of Wichita Falls Policy V-1. "Computer and Technological Systems Use Policy" for internet postings that could impair the public's confidence in the operation of City government or the performance of the individual employee.

B. Personal sites may not be designed in such a way as to cause users to believe the site is City-administered or endorsed by the City, including unauthorized use of City logos and trademarks. Connections with City-administered sites are permitted.

~~VII.~~VIII. ADVERTISING AND SPONSORSHIPS

The City will not solicit or accept paid advertising in association with City-maintained Social Media Sites.

~~VIII.~~IX. DISCLAIMER

The City reserves the right to change, modify, amend, revoke or rescind all or part of this policy at any time.

Except to the extent required by law, communications made through e-mail and comments posted shall in no way be deemed to constitute legal notice to the City of Wichita Falls or any of its agencies, officers, employees, agents, or representatives with respect to any existing or potential claim or case of action

against the agencies, officers, employees, agents or representatives where notice to the City is required by any federal, state, or local laws, rules, regulations, or ordinance.

This policy will be reviewed annually and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of the City of Wichita Falls.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

CITY COUNCIL AGENDA
November 19, 2024

ITEM/SUBJECT: Resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the construction of a Hike & Bike Trail Camp Fire Property to Lucy Park with an estimated local participation of $685,689.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVES: Continue to Improve Recreational Amenities

COMMENTARY: On April 18, 2023, the Council approved a resolution to support an application for a Transportation Alternatives Set-Aside (TASA) Program Grant to fund one of the 2 remaining sections of the circle trail system for the city. TxDOT subsequently selected the City's application for funding of the Hike & Bike Trail Camp Fire Property to Lucy Park.

The project funding is 80% federally funded with 20% local participation by the City. The City is responsible for 100% of overruns. A summary of the cost breakdown is as follows:

Estimated Total Project Cost	$3,566,942
Maximum Federal Participation	$2,742,753
Indirect State Costs	$ 138,501
Estimated Local Participation	$ 685,689 (included in approved 4B budget)

On September 3, 2024 Council adopted a resolution authorizing the execution of the AFA, however, TxDOT's legal department in Austin directed staff to revise the previously adopted resolution and added the following conditions:

- A description of the Minute Order authorizing the project to receive the grant funding,
- States the City of Wichita Falls is an eligible project sponsor, and
- The City of Wichita Falls is responsible for all cost overruns.

The City's portion of the funding has been approved through the Type B/4B Sales Tax Corporation. The purpose of the AFA is to define the federal requirements and funding for the project, establish each party's responsibilities related to the overall project, and reimburse TxDOT for their management of the project. Staff recommends approval of the AFA to continue to advance this project forward.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution , Location Map, Advance Funding Agreement

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **Interim City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the construction of a Hike & Bike Trail Camp Fire Property to Lucy Park with an estimated local participation of $685,689.00

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the Hike & Bike Trail Camp Fire Property to Lucy Park Project (the "Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and,

WHEREAS, the City of Wichita Falls, as Project Sponsor, is an eligible entity as described by 23 U.S.C. 213, that nominates a particular project for consideration, exercises jurisdiction over the geographic area in which that project is located, and commits to the project development, implementation, construction, maintenance, management, and financing; and,

WHEREAS, the City of Wichita Falls, as a project sponsor, supports funding this project as described in the TASA 2023 Nomination Form (including the construction budget, the Department's 15% administrative costs, and the required 20% local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing and is willing and able to enter into an Advance Funding Agreement with the Texas Department of Transportation; and,

WHEREAS, the City of Wichita Falls is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City of Wichita Falls is a public body organized and established in accordance with Chapter 458 of the Texas Transportation Code, enacted by the Legislature of the State of Texas; and,

WHEREAS, this resolution replaces in its entirety, Resolution 103-2024 passed by this Council on the 3rd day of September 2024; and,

WHEREAS, the City of Wichita Falls is specifically authorized by Chapter 456 of the Texas Transportation Code of the law of the State of Texas to accept and dispense federal financial assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The Wichita Falls City Manager is authorized to enter into an AFA with TxDOT for this project related to the construction of a Hike & Bike Trail from the Camp Fire Property to Lucy Park.

PASSED AND APPROVED this the 19th day of November, 2024.

_____
M A Y O R

ATTEST:

_____
City Clerk

HIKE & BIKE TRAIL
CAMP FIRE PROPERTY TO LUCY PARK



LOCATION MAP

JULY 2024

TxDOT:					Federal Highway Administration:	
CCSJ #	0903-03-119	AFA ID	Z00009047		CFDA No.	20.205
AFA CSJs	0903-03-119				CFDA Title	Highway Planning and Construction
District #	03-WFS	Code Chart 64#	46050 – City of Wichita Falls			
Project Name		TASA Hike &Bike Trail Camp Fire Property to Lucy Park			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

TxDOT-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Wichita Falls (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as TASA Hike & Bike Trail Camp Fire Property to Lucy Park (Project), and

TxDOT:					Federal Highway Administration:	
CCSJ #	0903-03-119	AFA ID	Z00009047		CFDA No.	20.205
AFA CSJs	0903-03-119				CFDA Title	Highway Planning and Construction
District #	03-WFS	Code Chart 64#	46050 – City of Wichita Falls			
Project Name		TASA Hike &Bike Trail Camp Fire Property to Lucy Park			*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116575 (MO) dated October 26, 2023 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **11/19/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of constructing a 12-foot-wide shared-use path along the south side of the Wichita River from the west side of Camp Fire Property to Lucy Park. It will connect to the existing trail network at Lucy Park.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall

provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
   3. Local Government withdraws from participation in Project.

4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Wichita Falls ATTN: City Manager 1300 7th Street Wichita Falls, TX 76307-7531	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Director of Advance Planning
1601 SW Parkway
Wichita Falls, TX 76302

All invoicing, payment, and project inquiries must include the following information:

County:	Wichita
Local Government:	City of Wichita Falls
CSJ No.:	0903-03-119
Project Name:	TASA Hike & Bike Trail Camp Fire Property to Lucy Park
Highway or Roadway:	Hike & Bike Trail

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("DBE") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business

Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order
12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

TxDOT:					Federal Highway Administration:	
CCSJ #	0903-03-119	AFA ID	Z00009047		CFDA No.	20.205
AFA CSJs	0903-03-119				CFDA Title	Highway Planning and Construction
District #	03-WFS	Code Chart 64#	46050 – City of Wichita Falls			
Project Name		TASA Hike &Bike Trail Camp Fire Property to Lucy Park			*AFA Not Used For Research & Development*	

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Typed or Printed Name
Director of Contract Services Typed or Printed Title	City Manager Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0903-03-119	AFA ID	Z00009047		CFDA No.	20.205
AFA CSJs	0903-03-119				CFDA Title	Highway Planning and Construction
District #	03-WFS	Code Chart 64#	46050 – City of Wichita Falls			
Project Name		TASA Hike &Bike Trail Camp Fire Property to Lucy Park			*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



TxDOT:				Federal Highway Administration:	
CCSJ #	0903-03-119	AFA ID	Z00009047	CFDA No.	20.205
AFA CSJs	0903-03-119			CFDA Title	Highway Planning and Construction
District #	03-WFS	Code Chart 64#	46050 – City of Wichita Falls		
Project Name		TASA Hike &Bike Trail Camp Fire Property to Lucy Park		*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
			%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$0	0%	$0	0%	$0	0%	$0
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$ 3,010,882							
Construction Engineering Cost	$							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$3,010,882	80%	$2,408,706	0%	$0	20%	$602,176
Work by LG Subtotal		**$3,010,882**		**$2,408,706**		**$0**		**$602,176**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$0	0%	$0	0%	$0	0%	$0
Work by State Subtotal		**$0**		**$0**		**$0**		**$0**

TxDOT:				Federal Highway Administration:	
CCSJ #	0903-03-119	AFA ID	Z00009047	CFDA No.	20.205
AFA CSJs	0903-03-119			CFDA Title	Highway Planning and Construction
District #	03-WFS	Code Chart 64#	46050 – City of Wichita Falls		
Project Name		TASA Hike &Bike Trail Camp Fire Property to Lucy Park		*AFA Not Used For Research & Development*	

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering[1]	$62,634	80%	$50,107	0%	$0	20%	$12,527
Environmental Cost[1]	$41,756	80%	$33,405	0%	$0	20%	$8,351
Right of Way[1]	$12,527	80%	$10,021	0%	$0	20%	$2,506
Utilities[1]	$8,351	80%	$6,680	0%	$0	20%	$1,671
Construction[2]	$292,292	80%	$233,834	0%	$0	20%	$58,458
Direct State Costs Subtotal	**$417,560**	80%	**$334,043**	0%	$0	20%	**$83,512**
Indirect State Cost	$138,501		$0	100%	$138,501		$0
TOTAL PARTICIPATION	**$3,566,943**		**$2,742,753**		**$138,501**		**$685,689**
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$685,689**

- The estimated total participation by Local Government is $685,689.00.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is $83,512.00.
- [1]Local Government's first payment of $25,054 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $58,458.00 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of N/A.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $2,742,753.00.

TxDOT:				Federal Highway Administration:	
CCSJ #	0903-03-119	AFA ID	Z00009047	CFDA No.	20.205
AFA CSJs	0903-03-119			CFDA Title	Highway Planning and Construction
District #	03-WFS	Code Chart 64#	46050 – City of Wichita Falls		
Project Name		TASA Hike &Bike Trail Camp Fire Property to Lucy Park		*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OR ORDINANCE

Resolution No. _____

Resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with Texas Department of Transportation for the construction of a Hike & Bike Trail Camp Fire Property to Lucy Park with an estimated local participation of $685,689.00

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the Hike & Bike Trail Camp Fire Property to Lucy Park Project (the "Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the City of Wichita Falls, as Project Sponsor, is an eligible entity as described by 23 U.S.C. 213, that nominates a particular project for consideration, exercises jurisdiction over the geographic area in which that project is located, and commits to the project development, implementation, construction, maintenance, management, and financing; and,

WHEREAS, the City of Wichita Falls, as a project sponsor, supports funding this project as described in the TASA 2023 Nomination Form (including the construction budget, the Department's 15% administrative costs, and the required 20% local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing and is willing and able to enter into an Advance Funding Agreement with the Texas Department of Transportation; and,

WHEREAS, the City of Wichita Falls is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City of Wichita Falls is a public body organized and established in accordance with Chapter 458 of the Texas Transportation Code, enacted by the Legislature of the State of Texas; and,

WHEREAS, the City of Wichita Falls is specifically authorized by Chapter 456 of the Texas Transportation Code of the law of the State of Texas to accept and dispense federal financial assistance.

TxDOT:					Federal Highway Administration:	
CCSJ #	0903-03-119	AFA ID	Z00009047		CFDA No.	20.205
AFA CSJs	0903-03-119				CFDA Title	Highway Planning and Construction
District #	03-WFS	Code Chart 64#	46050 – City of Wichita Falls			
Project Name		TASA Hike &Bike Trail Camp Fire Property to Lucy Park			*AFA Not Used For Research & Development*	

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The Wichita Falls City Manager is authorized to enter into an AFA with TxDOT for this project related to the construction of a Hike & Bike Trail from the Camp Fire Property to Lucy Park.

PASSED AND APPROVED this the 19th day of November, 2024.

_____
MAYOR

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
NOVEMBER 19, 2024

ITEM/SUBJECT: Resolution authorizing the award of a sole source rehabilitation of a Belt Filter Press at the Wichita Falls Resource Recovery Facility, to Andritz Separation Technologies Inc., in the amount of $348,851.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: n/a

COMMENTARY: During the process of treating wastewater from the collections system, the Wichita Falls Resource Recovery Facility produces a large quantity of "biosolids" that have to be processed and are ultimately incorporated into the City Compost Program. One of the treatment processes for these biosolids involves a belt filter press operation, which mechanically presses the biosolids removing excess water, thereby reducing the weight and potential of environmental contamination. There are 2 belt filter presses at the Resource Recovery Facility, one of which was refurbished last year, and staff has budgeted $350,000.00 to refurbish the remaining unit in this year's budget.

Staff has received a quote from Andritz Separation Technologies Inc. in the amount of $348,851.00 to provide the services, labor, and materials to refurbish the rollers, bearings, seals, and other ancillary equipment for the belt filter press.

Andritz is the original manufacturer of the belt filter press and the sole source provider of materials and servicer for these units; therefore, Staff recommends award of the Belt Filter Press project to Andritz Separation Technologies Inc.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **Interim City Manager Approval**

Resolution No. _____

Resolution authorizing the award of a sole source rehabilitation of a Belt Filter Press at the Wichita Falls Resource Recovery Facility, to Andritz Separation Technologies Inc., in the amount of $348,851.00

WHEREAS, one of the City of Wichita Falls' Strategic Goals is to Provide Quality Infrastructure; and,

WHEREAS, the City desires to continue to have reliable treatment systems to properly treat biosolids within the Resource Recovery Facility; and,

WHEREAS, the City desires to continue to protect the citizens and the environment from these wastes; and,

WHEREAS, Andritz Separation Technologies, Inc. is the supplier and manufacturer of the existing belt presses; and,

WHEREAS, it is in the best interest of the City of Wichita Falls to sole source the purchase of the equipment and labor from Andritz Separation Technologies, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

City staff is authorized to execute all documents necessary, in forms approved by the City Attorney, to purchase the equipment and labor for the Belt Filter Press refurbishment at Wichita Falls Resource Recovery Facility from Andritz Separation Technologies Inc., in the amount of $348,851.00.

PASSED AND APPROVED this the 19th day of November 2024.

_____
M A Y O R

ATTEST:

_____
City Clerk

Wichita Falls, TX – WWTP

Andritz 2.0m Belt Filter Press
Refurbishment Proposal

Proposal: 20989581- R1
Date: November 6, 2024

By: A. Alvarado
Tel: (817) 266-9512
E-mail: armondo.alvarado@andritz.com



ANDRITZ SEPARATION INC.
1010 Commercial Blvd S.
Arlington, Texas 76001, USA
Phone: +1 800 433 5161
Fax: +1 817 468 3961
separation.us@ANDRITZ.com
www.ANDRITZ.com

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11/6/2024

TO: **Wichita Falls, TX – WWTP**

PROJECT: **Belt Filter Press Refurbishment**

PROJECT LOCATION: **Wichita Falls, TX**

Reference: **Andritz 2.0m Belt Filter Press Refurbishment**

Mr. Burris,

We are pleased to submit the attached Proposal / Scope of Supply for the above referenced equipment.

Included in this proposal are photos showing samples of the condition of the Belt Filter Press for reference. Photos of all worn/damaged areas are not included.

ANDRITZ is a world leader in liquids/solids separation and takes a great deal of pride in the experience, quality, performance, and customer satisfaction that we supply to our many clients. We trust that our quality, service and value will enable ANDRITZ to be the belt press refurbishment supplier of choice for this project.

Your consideration is appreciated.

Sincerely,

Armondo Alvarado
Business Development Manager
ANDRITZ Separation, Inc.
Cell: (817) 266-9512
Email: armondo.alvarado@andritz.com

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ATTACHMENT

City of Wichita Falls, TX WWTP
Andritz Project #: 691-700
Serial #: 95142
Andritz CPF 2.0M SMX-S8-NG4

Scope of Supply:

Refurbished Parts (From Existing Unit):

- Shower boxes and other stainless components will be cleaned and inspected.
- Shower pipes to be disassembled and have new nozzles, wire brush and seals installed. Shower boxes will have new seals installed.

New Parts:

The following items would be supplied during the refurbishment.

- Complete set of new rollers and bearing assemblies supplied for entire Belt Filter Press. All rollers and bearing housings will be coated to OEM specifications.
- Side wall seals
- Splash guard seals
- Set of dewatering belts
- Distribution chute splash guard seal
- Plow chicanes
- Wear strips (gravity and wedge zone)
- Upper and lower shower box seals
- Shower bar nozzles
- Shower bar internal brush
- Shower bar seal kit
- Doctor blades (1 upper roll and 1 lower roll)
- Doctor blade tensioning Rosta's
- Belt tension bellows
- Support bushings for tension rods
- Belt tracking bellows
- Tracking control valves
- Tracking sensing arm and paddles

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel: +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Finland PLC
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

- Gearbox and bull gears
- New electrical switches and electrical wiring (2 limit switches, 2 e-stops)

Site Work:

- Press will be disassembled and then reassembled in Wichita Falls, TX
- ANDRITZ will supply transportation of rolls and components from our service center to the customer site.
- ANDRITZ to provide (2) service technicians to be onsite for 15 days. First trip, 5 days, to disassemble Existing BFP. Second trip, 10 days to reassemble and start up to check the electrical and pneumatic systems for proper operation.
- ANDRITZ will provide forklift.
- Additional time required due to delays outside of ANDRITZ control or request for additional work will be charged per the attached service rate sheet.

Not in Scope:

- No work will be done to the pneumatic control panel.
- No work will be done to the electrical control panel.
- No work will be done to any grease lines.
- Nor work will be done to the Frame. After disassembly of machine onsite by Andritz, Customer is responsible to address any corrosion on frame, if needed, such as cold galvanizing or touch up paint.
- Stainless Steel tubing airline will be replaced with polypropylene tubing.
- Customer will be responsible to power washing and cleaning of the equipment prior to work.
- Customer will be responsible for disconnecting (and reconnection) of all utilities from the machine. Such as sludge, water, drains, compressed air and electrical service.
- Customer is responsible for disposal of any old parts not reused.
- Customer will be responsible for removal of walkways, grating and other interferences to provide access to the machine.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

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Fax: +1 (817) 468-3961

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Wire instructions:
Nordea Bank Finland PLC
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Terms and Conditions:

This proposal is based on the attached ANDRITZ Separation, Inc. "Standard Terms and Conditions of Sale".

Special Provisions:

- All prices quoted in US Dollars,
- Pricing quoted is FOB Jobsite.
- Pricing does not include any local, state or federal taxes, permits, duties or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.
- Bonding is not included.

Validity:

This proposal is valid thru 12/31/2024.

The quoted price in this proposal has been calculated based on the current market prices required to manufacture the quoted equipment and services pursuant to regulations, duties and law in effect as of the date of this proposal. The quoted price shall remain firm for a period of thirty (30) days, except and subject to the following. In the event that the introduction of new tariffs, levies, duties, regulations, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted equipment or services, Andritz reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or in any of the applicable contractual documentation shall be construed as a waiver of this right.

Terms of Payment

ANDRITZ Separation agrees to the following payment terms (on a net 30 day basis):

- 100% of Order Value upon Shipment and Start up.

Delivery:

Equipment readiness for delivery is anticipated to be 14 - 18 weeks from receipt of Approved Purchase Order.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel: +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Finland PLC
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Pricing:

The price for refurbishing the existing belt filter press per above scope:

Price: $348,851.00 USD

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel: +1 (817) 465-5611
Fax: +1 (817) 468-3961

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SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

TERMS AND CONDITIONS OF SALE AND/OR SERVICE

1. TERMS APPLICABLE

(a) These Terms and Conditions of Sale and/or Service are the only terms which govern the sale of the products, equipment, or parts and/or the provision of services ("Products" and "Services") pursuant to the quotation or acknowledgement of the Andritz entity supplying the same ("Seller") or Buyer's purchase order or other written document issued by Buyer. These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Buyer's authorization for Seller to commence work under the Agreement or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's acceptance of these Terms and Conditions of Sale and/or Service. The term "Agreement" as used herein means (1) these Terms and Conditions of Sale and/or Service, (2) Seller's quotation or acknowledgment together with any attachment thereto and any documents expressly incorporated by reference, and (3) Buyer's purchase order or other written document issued by Buyer, together with any attachment thereto and any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference). In the event of a conflict between any documents forming the Agreement, such documents shall be construed in the above-listed order of precedence.

(b) Prior to Buyer's acceptance of any Seller quotation in which these Terms and Conditions of Sale and/or Service are incorporated, in the event that the introduction of new tariffs, levies, duties, taxes, regulation, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted Products and/or Services, Seller reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or any of the applicable contractual documentation shall be construed as a waiver of this right.

2. DELIVERY OR PERFORMANCE; RISK OF LOSS AND TITLE

(a) Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. If the parties have agreed to liquidated damages in this Agreement for Seller's delay in achieving certain milestones, (i) the parties acknowledge and agree that Buyer's damages for Seller's delay are difficult to predict with any certainty, and such liquidated damages are not a penalty but a reasonable estimate of Buyer's delay damages; (ii) such liquidated damages shall not exceed an aggregate value of five percent (5%) of the Agreement price and shall be Buyer's exclusive remedy for any delay by Seller in performing any of its obligations under this Agreement; and (iii) Buyer agrees Seller shall not be liable for liquidated damages if Seller's delay in achieving a milestone subject to liquidated damages has not delayed Buyer's ability to use the applicable Products, Software and/or Services.

(b) Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2020. If no delivery term is agreed elsewhere in the Agreement, delivery of the Products will be made FCA shipping point (INCOTERMS 2020). Title to the Products shall transfer to Buyer upon final payment therefor.

3. WARRANTY

(a) Product Warranty. Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2020, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) The remedies provided in Paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

(e) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products or Software, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

5. CHANGES, DELETIONS AND EXTRA WORK.

Seller will not be required to make changes in the Products or Services unless Buyer and Seller have executed a written change order for such change. Any such change order will include an appropriate adjustment to the Agreement price and/or schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the change order will include appropriate modifications to this Agreement. Seller shall be entitled to a change order adjusting the Agreement price, schedule and/or any affected obligations of Seller if after the effective date of this Agreement (a) a change in applicable law, tariffs, levies, duties, taxes, regulations or ordinances or (b) any act or omission of Buyer or any other party for whom Buyer is responsible, or any error or change in Buyer-provided information should require a change in the Products or Services or cause an increase in the cost or change in the schedule to supply the Products or Services.

6. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, Software or Services shall be billed to and paid

by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

9. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications or instructions and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing or modified by Buyer without the written consent of Seller, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a patent issued as of the effective date of this Agreement in the country in which the Product will be operated, and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the Agreement price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

10. SOFTWARE LICENSE, WARRANTY, FEES

If Buyer and Seller have not entered into a separate license agreement, the following Software Terms and Conditions apply to any embedded software produced by Seller and furnished by Seller hereunder:

(a) The Software, as described in the Agreement ("Software"), and all written materials or graphic files that are fixed in any tangible medium and that relate to and support the Software ("Documentation"), and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and other proprietary rights recognized by the laws of any country inherent therein, including all changes and improvements requested or suggested by Buyer in the support and maintenance of the Software are the exclusive property of Seller ("Seller's Intellectual Property Rights"). All rights in and to the Software not expressly granted to Buyer in the Agreement are reserved by Seller. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Seller's existing or future patents. Software will not include any upgrades, new versions, releases, enhancements, or updates to the Software, unless agreed to by Seller in writing and at its sole discretion. To the extent any upgrades, new versions, releases, enhancements, or updates to the Software are provided by Seller, the term "Software" shall be deemed to include such upgrades, new versions or releases, enhancements or updates. To the extent any ownership right arises in Buyer with respect to the above, Buyer hereby assigns all of its right, title, and interest in and to any intellectual property embodied in in the Seller's Intellectual Property Rights, including enforcement rights, to Seller without the payment of any additional consideration thereof either to Buyer, or its employees, agents, or customers and agrees to execute any documents Seller deems necessary to effect such assignment.

(b) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable, revocable license to install, run, and use the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the Documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the Documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller, or deleted from Buyer's computer systems, with written confirmation after termination.

(c) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation. In no event does Seller warrant that the Software is error free or that Buyer will be able to operate the Software without impairments or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Seller does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

(d) If within 12 months from the date of delivery of the Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the Agreement price or license fee paid.

(e) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by modifying the Software or replacing it with a functional equivalent (in which case, Buyer shall immediately stop use of the allegedly infringing Software), or (c) take back such Software and refund to Buyer all payments on the Agreement price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party not approved in writing by Seller; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. **THE FOREGOING PROVISIONS OF THIS SECTION 10(e) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS UNDER SECTION 10, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS, BY THE SOFTWARE OR ANY PART THEREOF.**

(f) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

(g) Buyer and its successors are limited to the remedies specified in this Paragraph 10.

(h) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

11. SITE RISKS

(a) Site Conditions. The parties acknowledge and agree that as to conditions at the project site, Seller is relying upon information provided by Buyer. If Seller becomes aware of any subsurface, concealed, or differing condition, environmental hazard or violation of any environmental law or regulation, Seller will immediately suspend performance of the work in the affected area and notify Buyer. Buyer acknowledges that it will assume the risk of any increased costs and changes to the schedule that may result from such conditions. If Buyer does not immediately remediate such conditions, Seller may either suspend performance of all work or terminate this Agreement.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

12. TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.

(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller, overhead, and an appropriate profit. In case of such termination, the licenses granted in Paragraphs 10 and 13 hereof shall terminate.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

13. INTELLECTUAL PROPERTY; CONFIDENTIALITY

(a) All intellectual property embodied in the Products, Services and Software provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Further, Seller shall have the right to collect and use data generated by the Products, Software or Services supplied hereunder.

(b) Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, non-transferrable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject of this Agreement only; provided, however, that Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products or any parts thereof, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13, or in case of Buyer's termination pursuant to Paragraph 12(b).

14. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

15. FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, blockage, slowdown, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a change order containing an appropriate adjustment in the Agreement price and delivery schedule.

16. INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of $2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of $1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

17. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE

(a) Buyer recognizes that any Products and Software that are the subject of this Agreement and originate in the U.S. remain subject to U.S. export control and economic sanctions laws and regulations even after such Products are exported from the U.S. (if applicable), and even though such Products and Software have been purchased in and, if applicable, exported from Canada. Buyer certifies that such Products and Software will not be diverted, transshipped, re-exported, or otherwise transferred in contravention of any applicable export control and economic sanctions laws and regulations, nor will it allow the Products or Software to be incorporated into other products or used to make direct products thereof that are exported, re-exported, used, or transferred in violation of U.S. export control and economic sanctions laws and regulations. Buyer further affirms that such Products and Software will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation. Without limiting the foregoing, Buyer will not, nor will it allow third parties to, export, re-export, or transfer any Products or Software to any person or entity that is the target of U.S. sanctions or is in Crimea, Cuba, Iran, North Korea, or Syria, or any other country or territory in violation of U.S. sanctions.

(b) Buyer shall be responsible for any breach of this provision by it, and its successors and permitted assigns, as well as its parents, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors ("Buyer Parties") and shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, damages, and penalties arising out of or relating to any non-compliance with U.S. export control and economic sanctions laws and regulations by any Buyer Party.

(c) Buyer shall, upon request of Seller, promptly provide all information necessary for Seller to ensure compliance with U.S. export control and economic sanctions laws and regulations, including but not limited to information related to end-users, end-uses, and destination countries.

18. SPECIAL CONDITIONS FOR PRESSURE VESSELS

For installation, repair, or maintenance Services on existing pressure vessels, piping and equipment, the following shall apply:

(a) Unless otherwise agreed and stated in the Agreement, Buyer shall be responsible for: (i) physically disconnecting and isolating vessels and equipment being repaired from existing piping and electrical power before Seller or any of its subcontractors start the Services, and take adequate precautions that re-connection and resumption of use does not take place until the Services are completed, and (ii) emptying the vessels and piping and freeing them from any toxic or harmful substances before the Services begin so that the vessels and piping are safe for Services to begin. Buyer shall maintain the area entirely free of combustible, toxic and asphyxiant substances and provide fire protection service until the Services are completed;

(b) If the Services are on an existing vessel or existing piping, the Buyer is responsible for determining the prior condition of the portion of the vessel or piping not involved in the Services, and its ability to withstand the Services and any tests that may be necessary;

(c) Buyer shall also be responsible for evaluating the effects of prior use of the vessel or piping upon structural adequacy, and the suitability of the vessel or piping for the service intended when the Services are completed;

(d) Seller has no obligation to provide any inspections or tests, and Buyer takes full responsibility for all necessary inspections and tests, including but not limited to, selection of testing personnel, type, location, frequency, and severity of any inspections and tests and all test results at any stage of the Services;

(e) Upon request of Seller, Buyer shall provide Seller with the history of the vessel, a statement of the tests to be performed and a statement of the proposed use of the vessel after completion of the Services, and

(f) If repairs are required: (i) Buyer will provide an Authorized Inspector ("AI") who will determine the scope of the Services to be done; (ii) Seller will provide Buyer with a proposed Quality Control ("QC") package specifying the methods and procedures that Seller will follow in performing the Services specified by the Buyer; (iii) the proposed QC package is subject to approval by the Buyer, and such approval must be provided before Services commence; (iv) after approval of the QC package, the Services shall be done in accordance with the QC package. At the option of the AI, hold points may be established for inspection during the course of the Services; and (v) upon completion of the Services, the AI shall inspect the

Services and provide a signed acceptance that they have been completed in accordance with the QC package. Such acceptance by the AI shall establish completion of the Services.

19. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and/or Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement, including, but not limited to, Paragraphs 4, 13, 17 and 19, shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(f)(i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia.

(ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick...

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Gina Mongardo Massey
Inside Sales Manager - NA
SEPARATION
p: 817-419-1790

Gina.Mongardo@andritz.com
Page: 1 (total 1)

October 18, 2024

City of Wichita Falls, TX
River Road WWTP
Attn: Mr. Harold Burris
1005 River Road
Wichita Falls, TX 76305
USA

SUBJECT: SOLE SOURCE SUPPLIER

Andritz Separation, Inc. is an original equipment manufacturer (OEM) of the liquid/solid separation equipment and hold the sole rights and ownership to the Andritz-Ruthner, Bird Machine, Netzsch, R & B and Humboldt product lines. We are the sole source for all replacement parts, accessories and service.

All manufacturing components are based on Andritz's proprietary drawings. Commercial items are based on Andritz engineered specifications, they hold the highest manufacturing tolerances and we strive to achieve and maintain the most optimized efficiency in all of our products.

Andritz Separation, Inc. is the exclusive supplier of these components and we do not operate with local distributor networks. We have multiple facilities throughout North America and regional Sales Engineers available to handle all of your service needs. Please feel free to contact Andritz Separation, Inc. directly or visit our website at www.usa.Andritz.com.

ENGINEERED SUCCESS

Gina Massey

Gina Massey

ANDRITZ SEPARATION INC
Inside Sales Manager – NA
SEPARATION

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CITY COUNCIL AGENDA
November 19, 2024

ITEM/SUBJECT: Resolution authorizing the City Manager or his designee to make application for a grant from the Motor Vehicle Crime Prevention Authority (MVCPA), FY 2025 Request for Application – SB 224 Catalytic Converter Grant in the amount up to $108,000.

INITIATING DEPT: Police

STRATEGIC GOAL: Actively Engage and Inform the Public

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The City of Wichita Falls is eligible to apply for a grant from the Motor Vehicle Crime Prevention Authority (MVCPA), FY 2025 Request for Applications – SB 224 Catalytic Converter Grant. The Wichita Falls Police Department will partner with Flock Safety and with grant funding to continue the use of the (30) Flock Safety ALPR Cameras to deter vehicle thefts, identify suspects in vehicle burglaries, and prevent catalytic converter thefts. The total cost of the continued investigative prowess to use the (30) ALPR cameras in the amount of $108,000, with a 20% cash match ($21,600).

Staff recommends approval of the resolution.

☒ **Police Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **Interim City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager or his designee to make application for a grant from the Motor Vehicle Crime Prevention Authority (MVCPA), FY 2025 Request for Application – SB 224 Catalytic Converter Grant in the amount up to $108,000

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and the Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft; and,

WHEREAS this grant program will assist this jurisdiction to combat catalytic converter theft; and,

WHEREAS, the Wichita Falls City Council agrees that in the event of loss or misuse of funding from the Motor Vehicle Crime Prevention Authority (MVCPA) Grant, the Wichita Falls City Council assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority (MVCPA), FY 2025 in full.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, AND ORDERED THAT: Stephen Calvert, Chief Financial Officer, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Manuel Borrego is designated as the Program Director and Susan White is designated as the Financial Officer for this grant.

PASSED AND APPROVED this the 19th day of November, 2024.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
November 19, 2024

ITEM/SUBJECT: Resolution casting votes for individuals nominated for the Wichita Appraisal District Board of Directors.

INITIATING DEPT: City Clerk

STRATEGIC GOAL: Actively Engage and Inform the Public

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The City of Wichita Falls is entitled to 1,265 votes, and with the approval of this Resolution the City Council will cast those votes for one or more of the individuals nominated.

Votes must be cast and returned to the Chief Appraiser by December 14, 2024. The casting of votes can be discussed in Executive Session.

☒ **City Clerk**

ASSOCIATED INFORMATION: Letter, Resolution , and ballot.

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **Interim City Manager Approval**

CEAA
IAAO
CERTIFICATE OF EXCELLENCE IN ASSESSMENT ADMINISTRATION

WICHITA APPRAISAL DISTRICT

P.O. Box 5172 • 600 SCOTT STREET • WICHITA FALLS, TEXAS 76307
PHONE: (940) 322-2435 • FAX: (940) 322-8190
www.wadtx.com

October 22, 2024

Mr. Paul Menzies
Acting City Manager
PO Box 1431
Wichita Falls TX 76307

Dear Mr. Menzies:

Attached is the official ballot listing the nominees submitted for the Board of Director for the Wichita Appraisal District in accordance with Section 6.03 of the Texas Property Tax Code.

The ballot lists the total number of votes available for your entity to cast. Please note, you may distribute these votes amongst the listed candidates at your entity's discretion.

According to Section 6.03 of the Texas Property Tax Code, taxing units with at least 5% of the total votes (Wichita Falls, Wichita Falls ISD, Burkburnett ISD, and Wichita County) must determine their vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted not later than **December 15, 2024.**

If you have any questions, please feel free to call.

Sincerely,

Lisa Stephens-Musick, RPA
Chief Appraiser

Resolution No. _____

Resolution casting votes for individuals nominated for the Wichita Appraisal District Board of Directors

WHEREAS, Section 6.03(k) of the Property Tax Code provides for the governing body of each taxing unit to cast votes for individuals nominated for the Wichita Appraisal District Board of Directors; and,

WHEREAS, the City of Wichita Falls is entitled to 1,265 votes which may be cast for individuals nominated for the Board of Directors; and,

WHEREAS, the City of Wichita Falls wishes to cast its 1,265 votes as set forth below:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The City of Wichita Falls hereby cast its votes as follows:

1. Glen Barham _____ Votes
2. Austin Cooper _____ Votes
3. Jeff Kindt _____ Votes
4. Jeff Taylor _____ Votes
5. Jeff Watts _____ Votes
6. Shelby Womack _____ Votes

PASSED AND APPROVED this the 19th day of November, 2024.

_____
M A Y O R

ATTEST:

_____
City Clerk

Wichita Appraisal District
Board of Directors Nominees for 2025 Term
Official Ballot 2024

INSTRUCTION NOTE:
Indicate the entities' votes for the candidate or candidates by placing the number of votes in the box beside your entity name

	Total Votes Allotted	Glenn Barham	Austin Cooper	Jeff Kindt	Jeff Taylor	Jeff Watts	Shelby Womack
Wichita Falls	1265						
Wichita Falls ISD	1520						
Burkburnett	110						
Burkburnett ISD	295						
City View ISD	70						
Iowa Park	70						
Iowa Park CISD	190						
Electra	15						
Electra ISD	60						
Holliday ISD	20						
Wichita County	1385						
Totals	**5000**	**0**	**0**	**0**	**0**	**0**	**0**

0

ATTEST:

Signature _____ Date _____

Jurisdiction Name _____