CITY COUNCIL MEETING
OCTOBER 13, 2026
5:30 P.M.
COUNCIL CHAMBERS, 110 NORTH 8TH STREET,
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1. **CALL TO ORDER** THE REGULAR CITY COUNCIL MEETING AT **5:32 P.M**. THIS **13TH DAY OF OCTOBER 2026.**

2. **QUORUM CHECK/COUNCIL PRESENT:** Mayor Gary Chumley, Mayor Pro Tem Greg Casey, Councilmembers Jon Salter, Kalinda Westbrook, Aaron Smith, and Travis VanBibber.

   COUNCIL ABSENT: None

   CITY STAFF PRESENT: City Manager Brad Hunt, City Secretary Holly Owens, Deputy City Manager/Finance Director Mike Halsema, Chief Jeff Clark, Chad Newman, Lori McLaughlin, Shea Harp, and Gary Proctor.

   OTHERS: Leo Corona, Rob Irwin, Kristi Roberts, Dean Smith, Leslie Reagan, Robbin Manson, Pam Mettlach, Len Mettlach, Stacy Summers, Ally Hinkle, Hector Marines-Chio, Tracy Summers, Chase Massingill, Lynn Massingill, Kim Hill, Jamie Jackson, Ken Mallach, Jason Shields, and Meredith Rainer.

3. **INVOCATION:** Jon Salter and **PLEDGE OF ALLEGIANCE**: Led by Mayor Gary Chumley.

   CITIZENS/PUBLIC COMMENTS FORUM: INDIVIDUALS WISHING TO ADDRESS THE GATESVILLE CITY COUNCIL MAY DO SO DURING THIS SEGMENT. IF YOU INTEND TO COMMENT ON A SPECIFIC AGENDA ITEM, PLEASE INDICATE THE ITEM(S) ON THE SIGN-IN SHEET BEFORE THE MEETING. EACH SPEAKER IS ALLOTTED A MAXIMUM OF 3 MINUTES FOR THEIR REMARKS, AND SPEAKERS ARE EXPECTED TO CONDUCT THEMSELVES IN A RESPECTFUL MANNER. THIS REQUIRES THAT MEMBERS OF THE AUDIENCE AND SPEAKERS ADDRESSING THE CITY COUNCIL MUST NOT ENGAGE IN BEHAVIOR THAT WOULD BE DISRUPTIVE OF THE ORDERLY PROCEEDING OF THE COUNCIL MEETING. IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, THE CITY OF GATESVILLE CITY COUNCIL CANNOT DELIBERATE OR ACT ON ITEMS NOT LISTED ON THE MEETING AGENDA.

Leslie Reagan came forward and expressed his concern about the ordinance regarding recreational vehicle parks.

Brad Hunt stated that a letter was received from the Texas Association of Campground Owners, Inc. representing several recreation vehicle parks. The City Attorney is reviewing the letter and if needed, changes will be made to the ordinance and brought back to Council on October 27th.

Dean Smith came forward and expressed his concern about the ordinance regarding recreational vehicle parks.

Stacey Summers came forward and expressed his concern about the ordinance regarding recreational vehicle parks.

Mayor Chumley requested staff to put a moratorium on recreational vehicle park enforcement until everything is worked out.

PROCLAMATION:

4. Arbor Day Proclamation
Hector Marines-Chio with Texas A&M Forest Services came forward to accept the proclamation.

CONSENT:

5. All consent agenda items are considered routine by the City Council and will be enacted by a single motion. There will be no separate discussion of these items unless a Councilmember requests an item to be removed and considered separately.

a. **Resolution 2026-116:** Discussion and possible action regarding approval of minutes from Regular City Council Meeting held on **September 22nd, 2026**. (Holly Owens)

b. **Resolution 2026-117:** Discussion and possible action regarding approval of closing the Downtown Square for the annual Corks & Kegs event on November 14th, 2026. (Chief Clark)

c. **Resolution 2026-118:** Discussion and possible action regarding approval of August 2026 financials. (Mike Halsema)

Mayor Chumley requested Item 5a be considered separately.

CONSENT AGENDA: Motion by Travis VanBibber, seconded by Greg Casey to **APPROVE** the **CONSENT AGENDA** Items 5b and 5c. All five voting "Aye" motion passed unanimously, 5-0-0.

Leo Corona came forward to address the minutes dated September 22, 2026, and expressed that the minutes do not fully reflect what he had stated and would like his full statement of explaining the meaning of election canvassing and his legal right to do so added into the minutes since the minutes reflect an historic document. Mayor Chumley stated that the minutes are a synopsis of the meeting only and not a word for word document.

Mr. Corona stated that when councilmembers spoke the minutes reflect twenty words and thirty-two words, forty-four words, and forty words. Mr. Corona pointed out that when he speaks it is only a blurb. Mayor Chumley stated that this is not the platform for his campaign and Mr. Corona stated that he disagreed and believes his rights are being trampled on. Mayor Chumley called for a motion.

RESOLUTION 2026-116: Motion by Travis VanBibber, seconded by Greg Casey to **APPROVE** the Minutes as they stand. All five voting "Aye" motion passed unanimously, 5-0-0.

OTHER BUSINESS:

6. **Ordinance 2026-18:** Discussion and possible action regarding the amendment to Chapter 6 - Animals in the Code of Ordinances. *3rd and Final Reading* (Chief Clark)

Chief Clark explained the number of chickens and distance comparison with other surrounding communities. Council agrees with the 50-ft. distance but would like to increase the number of chickens to ten.

Leo Corona requested Council to reevaluate the number of chickens. Council agrees with the 50-ft. distance but would like to increase the number of chickens to ten.

Brad Hunt asked the City Secretary how to proceed with the ordinance since it is the third reading. Ms. Owens explained that Council can approve the ordinance with the changes stated in the motion.

ORDINANCE 2026-18: Motion by Kalinda Westbrook, seconded by Travis VanBibber to **APPROVE ORINANCE 2026-18** amending Chapter 6 – Animals with changes to Sec. 6-54(A) allowing up to ten (10) hens in the City if the pen, coop, or other enclosure for housing the hens is fifty (50) feet or less from the nearest residence. All five voting "Aye" motion passed unanimously, 5-0-0.

7. **Resolution 2026-119:** Discussion and possible action regarding disbursement of HOT Funds. (Brad Hunt)

RESOLUTION 2026-119: Motion by Jon Salter seconded by Aaron Smith to **APPROVE RESOLUTION 2026-119**, disbursing $500 in Hotel Occupancy Tax Funds to the Coryell Museum, and $40,000 in Hotel Occupancy Tax Funds to the Gatesville Chamber of Commerce. All five voting "Aye" motion passed unanimously, 5-0-0.

8. **Resolution 2026-120:** Discussion and possible action regarding approving a contract for health insurance services with BlueCross BlueShield. (Brad Hunt)

RESOLUTION 2026-120: Motion by Aaron Smith seconded by Greg Casey to **APPROVE RESOLUTION 2026-120**, authorizing the City Manager to execute the agreement and all necessary and related documents to accept health insurance services with BlueCross BlueShield for the January 1, 2027-September 30, 2027 period. All five voting "Aye" motion passed unanimously, 5-0-0.

9. **Resolution 2026-121**: Discussion and possible action regarding the sale of City owned lots. (Brad Hunt)

Leo Corona came forward and requested that the full name of the buyers/bidders be listed for each property. Staff and Council explained that each of the full names and their bids are listed within the packet that was placed on the website and it is public record. Brad Hunt handed Mr. Corona the council packet pages that contained the full names of each of the bidders for the properties.

RESOLUTION 2026-121: Motion by Jon Salter seconded by Kalinda Westbrook to **APPROVE RESOLUTION 2026-121**, approving real estate purchase and sale agreements with the highest offer received, or next highest bidder in the event of failure to close, for those parties' purchases of the City properties addressed and commonly known as 2613 Mears Drive, 302 State School Road, 306 N. 14th Street, and 210 S. 19th Street, Gatesville, Texas; and authorizing the City Manager to execute the agreement and all necessary and related documents, including but not limited to any required special warranty deed to convey the property. All five voting "Aye" motion passed unanimously, 5-0-0.

10. **Resolution 2026-122:** Discussion and possible action regarding award of a contract for RFP-2026-0006 Water Production Filter Media Replacement Services. (Mike Halsema)

Mayor Chumley asked how many filters there were. Mike Halsema stated there were six. Mayor Chumley asked what the average life of a filter is. Chad Newman stated the life of a filter is about ten years.

RESOLUTION 2026-122: Motion by Kalinda Westbrook seconded by Greg Casey to **APPROVE RESOLUTION 2026-122**, awarding a contract to IMC Consulting LLC, of Oklahoma City, OK for filter media replacement not to exceed $494,680 and authorizing the City Manager to execute a contract on behalf of the City of Gatesville. All five voting "Aye" motion passed unanimously, 5-0-0.

11. **Ordinance 2026-19:** Discussion and possible action regarding street equipment private placement bond. (Mike Halsema)

ORDINANCE 2026-19: Motion by Greg Casey, seconded by Aaron Smith to **ADOPT** an Ordinance authorizing the "City of Gatesville, Texas Public Property Finance Contractual Obligations, Series 2026". All five voting "Aye" motion passed unanimously, 5-0-0.

12. **Resolution 2026-123:** Discussion and possible action regarding street paving materials RFP 2026-0007. (Mike Halsema)

RESOLUTION 2026-123: Motion by Travis VanBibber, seconded by Jon Salter to **APPROVE** the award of paving materials annual contract to Texas Materials or asphalt needs. All five voting "Aye" motion passed unanimously, 5-0-0.

13. **Resolution 2026-124:** Discussion and possible action regarding the disposal of excess library and furniture assets. (Mike Halsema)

RESOLUTION 2026-124: Motion by Jon Salter, seconded by Travis VanBibber to **APPROVE** the disposal of excess library and furniture assets. All five voting "Aye" motion passed unanimously, 5-0-0.

14. Resolution 2026-125: Discussion and possible action regarding purchase of heavy equipment. (Mike Halsema)

RESOLUTION 2026-125: Motion by Kalinda Westbrook, seconded by Jon Salter to **APPROVE RESOLUTION 2026-125**, approving the purchase of equipment listed within the memorandum. All five voting "Aye" motion passed unanimously, 5-0-0.

15. Adjourn Meeting

The meeting was adjourned at 6:38 p.m.

_____
Mayor Gary Chumley

ATTEST:

_____
Acting City Secretary, Nicole Clark

Date 10/27/2026
Agenda Item 4b
Resolution 2026-127

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council
From: Chief Jeff Clark
Agenda Item: Christmas Parade

Information: The Gatesville Chamber of Commerce is hosting the annual Gatesville Christmas Parade on Saturday 12/12/2026. Staging for the parade will begin at 8:00 am and will occur on Hornet's Way, Marshall Street, and Lover's Lane. The parade will begin at 10:00 am with the route coming off of Hornet's Way and travelling west on Main Street down to Lutterloh where it will turn south and de-stage for the end of the parade. The parade will call for multiple road closures leading along the route and will take the entire police and public works departments to obtain those closures. TxDot has approved the closure of Main Street for the parade and the police department will place the required signage warning the public of the closure from 12/4/26-12/12/26.

Financial Impact: Approximately $2600.00 in city staff time

Staff Recommendation: Staff recommends approval of the event.

Motion: I move to approve Resolution 2026-127, approving the temporary street closures and staff services on December 12th for the annual Christmas Parade.

Attachments: The permit, TxDot approval, and map of the event.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Gatesville, Texas, this the ____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 *et seq*.

APPROVED

_____
Gary Chumley, Mayor

ATTEST:

_____
Nicole Clark, Acting City Secretary

Date 10/27/2026
Agenda Item 5
Resolution 2026-128

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council
From: Bradford Hunt, City Manager
Agenda Item: Consider a resolution approving a real estate purchase and sale agreement with Central Counties Services ("CCS") for CCS's purchase of the City property addressed and commonly known as 805 E. Main Street, Gatesville Texas

Information:
At the July 28, 2026 regular council meeting, council authorized City Manager Hunt to negotiate the sale of the city-owned building at 805 East Main Street, requiring that he return to council for final approval of the sale.

Central County Services (CCS) has submitted a formal offer of $172,500 for the purchase of the building.

Their offer reflects a cash discount from the fair market price of $189,000, as produced by the City's broker, Kim Hill. The fair market price was deduced from the known issues with the building, including that it tested positive for airborne mold, the roof is in disrepair, and it has sat vacant since at least early 2023.

As noted previously, the cost to renovate the building for City use or potential lease to a tenant is cost-prohibitive, estimated at over $130,000. Also, the City currently pays the monthly utility bill for the building.

Financial Impact:
$172,500 revenue from sale of building, less closing costs, for **total revenue estimated at $170,000**

Staff Recommendation:
Staff recommends that council pass a resolution approving a real estate purchase and sale agreement with Central Counties Services ("CCS") for CCS's purchase of the City property addressed and commonly known as 805 E. Main Street, Gatesville Texas and authorizing the City Manager to execute the agreement and all necessary and related documents, including but not limited to a special warranty deed to convey the property.

Motion:
I move to pass resolution 2026-128, approving a real estate purchase and sale agreement with Central Counties Services ("CCS") for CCS's purchase of the City property addressed and commonly known as 805 E. Main Street, Gatesville Texas and authorizing the City Manager to execute the agreement and all

Date 10/27/2026
Agenda Item 5
Resolution 2026-128

necessary and related documents, including but not limited to a special warranty deed to convey the property.

Attachments:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Gatesville, Texas, this the ____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 *et seq*.

APPROVED

_____
Gary Chumley, Mayor

ATTEST:

_____
Nicole Clark, Acting City Secretary

TEXAS REALTORS

COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Gatesville ,

Address: 805 E Main St, Gatesville, TX 76528
Phone: (254)220-4628 E-mail: bhunt@gatesvilletx.com
Mobile: (254)206-0822 Fax or Other:

Buyer: Central Counties Services ,

Address: 304 S 22nd St, Temple, TX 76501
Phone: (254)298-7006 E-mail: johnnie.wardell@ccs1967.org
Mobile: Fax or Other:

2. **PROPERTY:**

A. "Property" means that real property situated in Coryell County, Texas at 805 E Main st, Gatesville, TX 76528 *(address)* and that is legally described on the attached Exhibit A or as follows:
to be supplemented and replaced with the legal description resulting from the Buyer's survey, which legal description and survey, upon approval by Seller, shall also be used in the Special Warranty Deed to be provided by Seller.

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: metal shelving & building maintenance tools, IT, files, and records . Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing . . . . . $ 172,500.00
B. Sum of all financing described in Paragraph 4 . . . . . $
C. Sales price (sum of 3A and 3B) . . . . . $ 172,500.00

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

[X] A. Third Party Financing: One or more third party loans in the total amount of $ n/a . This contract:
- [X] (1) is not contingent upon Buyer obtaining third party financing.
- [ ] (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

[ ] B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____ .

[ ] C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $_____ .

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ n/a as earnest money with Texas True Title (title company) at 1705 E Main St, Gatesville TX 76528 (address) Natasha Clary (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____ with the title company to be made part of the earnest money on or before:
- [ ] (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- [ ] (ii) _____ .

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- [X] (a) will not be amended or deleted from the title policy.
- [ ] (b) will be amended to read "shortages in areas" at the expense of [ ] Buyer [ ] Seller.

(3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 20 days after the effective date:

[X] (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer zero *(insert amount)* of the cost of the survey at closing, if closing occurs.

[ ] (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

[ ] (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, [ ] Seller [ ] Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

[ ] (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

[X] (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

_____

_____.

B. Feasibility Period: Buyer may terminate this contract for any reason within 20 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

[X] (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ n/a that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

[ ] (b) Not later than 3 days after the effective date, Buyer must pay $ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

[ ] (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of ____ days by delivering $_____ to the title company as additional earnest money.

(a) $_____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
(i) The additional independent consideration.
(ii) *(Check no boxes or only one box.)*
[ ] all or [ ] $ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

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If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*

☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
☐ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

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☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
☒ (p) Mold Reports for building

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.
This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within n/a days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than no leases by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Colo 323 inc,	**Cooperating Broker:** N/A
Kim Hill Real Estate Group	
Agent: Kim Hill	Agent:
Address: 2424 E Main St	Address:
Gatesville TX 75628	
Phone & Fax: (254)277-1820	Phone & Fax:
E-mail: kim@kimhill.realestate	E-mail:
License No.: 9007077	License No.:

Principal Broker: *(Check only one box)*
- [X] represents Seller only.
- [ ] represents Buyer only.
- [ ] is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

[X] (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

[ ] (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
- [ ] _____ % of the sales price.
- [ ] _____.

Cooperating Broker a total cash fee of:
- [ ] _____ % of the sales price.
- [ ] _____.

The cash fees will be paid in Coryell County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1)
- [ ] _____ days after the expiration of the feasibility period.
- [X] November 5, 2026 *(specific date)*.
- [ ] _____.

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
(3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
(a) licenses and permits;
(b) service, utility, maintenance, management, and other contracts; and
(c) warranties and guaranties;
(5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
"See Commercial Contract Special Provisions Addendum (TXR-1940) and attached continuation Addendum."

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

[X] A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
[X] B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

[X] (1) Property Description Exhibit identified in Paragraph 2;
[ ] (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
[ ] (3) Commercial Contract Financing Addendum (TXR-1931);
[X] (4) Commercial Property Condition Statement (TXR-1408);
[X] (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
[ ] (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
[ ] (7) Notice to Purchaser of Real Property in a Water District (MUD);
[ ] (8) Addendum for Coastal Area Property (TXR-1915);
[ ] (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
[X] (10) Information About Brokerage Services (TXR-2501);
[ ] (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
[ ] (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
[ ] (13) _____

_____.

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

Kim Hill Real Estate Group, 2424 E Main Street Gatesville TX 76528 Phone: 2542771820 Fax: City of Gatesville
Kim Hill
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TXR-1915) may be used).*

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).*

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract *(the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).*

H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

_____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: City of Gatesville , _____ **Buyer:** Central Counties Services , _____

_____ _____

By: City of Gatesville _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: Central Counties Services _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay n/a (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $ _____ , or
- ☐ _____ % of the sales price, or
- ☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: Victoria Thomas, Nichols Jackson

Address: _____

Phone & Fax: _____

E-mail: [redacted]

Seller's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Seller.
- ☒ Buyer sends to Seller.

Buyer's attorney: Jack Tarver

Address: 319 North 3rd Street
Temple TX 76501

Phone & Fax: (254)773-2161

E-mail: [redacted]

Buyer's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Buyer.
- ☒ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
- ☐ B. earnest money in the amount of $ _____ in the form of _____ on _____ .

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

TEXAS REALTORS

COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

805 E Main St, Gatesville, TX 76528

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract: **1. Cash sale. Buyer's offer is an all-cash offer. Buyer's obligation to close is not contingent on financing, grants, or any third-party approval. Buyer will deliver proof of funds acceptable to Seller within 5 days after the effective date.**

2. Council approval. This contract is not binding on Seller until (a) approved by majority vote of the Gatesville City Council held at a duly and properly noticed public meeting and (b) signed by Seller's authorized officer. If the City Council has not approved this contract by Oct. 30, 2026, either party may terminate by written notice, and any earnest money will be refunded to Buyer. The effective date is the date the title company receives the contract signed by both parties.

3. Buyer authority. Before signing, Buyer will deliver a certified board resolution or other evidence that the person signing is authorized to bind Buyer to this purchase.

4. As is. Buyer accepts the Property AS IS, WHERE IS, WITH ALL FAULTS, including but not limited to latent defects and the presence of asbestos, lead-based paint, mold and other hazards common to older buildings. Seller makes no warranty of condition, habitability, zoning, code compliance, ADA compliance, or fitness for Buyer's intended use or for any particular purpose. Buyer is relying solely on its own inspection and investigation of the Property and not on any oral or written statements, representations, or warranties of Seller, its agents, or representatives, except as expressly set forth in the contract. Seller hereby disclaims any and all warranties, express or implied, including without
Continued... See Addendum Special Provisions 1

Seller: _____ **Buyer:** _____

By: City of Gatesville

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: Central Counties Services

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Kim Hill Real Estate Group, 2424 E Main Street Gatesville TX 76528 Phone: 2542771820 Fax: City of Gatesville
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ADDENDUM

PROPERTY: **805 E Main St, Gatesville, TX 76528**

1) Special Provisions

limitation, warranties of habitability, merchantability, or fitness for a particular purpose. Buyer releases Seller from any and all claims arising from the Property's condition to the extent allowed by law. Seller's disclosures under Paragraph 19 are to the best of Seller's actual knowledge and are not a guaranty.

5. Seller's deed. Seller will convey by special warranty deed, subject to all easements, restrictions and other matters of record, zoning, and any matters a survey would show.

6. Records and personal property. Seller will, within ten business days after the date of closing, remove its personal property and public records from the Property. Buyer agrees to and hereby grants Seller reasonable right of access and entry to the Property, said right to expire on the eleventh business day after the date of closing. Nothing in this contract transfers custody, possession or control of City data, information, or records, and Buyer agrees to take any action necessary to ensure

that Seller is provided with the originals of all City data, information, and records located on the Property before the eleventh day after the date of closing.

7. Post-closing use. If Seller needs more time to vacate, Buyer will allow Seller to occupy the Property for up to 30 days after closing at no charge under a written lease, with Seller responsible for its own operating costs and Buyer responsible for insuring the building.

8. Casualty. Notwithstanding Paragraph 16A, Seller is not required to restore the Property after a casualty. Buyer may terminate and receive a refund of the earnest money, or close and take an assignment of insurance proceeds.

9. Taxes. The Property is exempt from ad valorem taxes while owned by Seller. Buyer is responsible for all taxes and any exemption filings for the year of closing and later years.

10. No waiver of immunity. Nothing in this contract waives Seller's governmental or other available immunities or any defense, or limitation on damages or liability under Texas law.

Continued... See Next Page

Date: _____ Date: _____

_____ _____

Signature Signature

Date: _____ Date: _____

_____ _____

Signature Signature

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ADDENDUM

PROPERTY: **805 E Main St, Gatesville, TX 76528**

11. Public information. Buyer acknowledges Seller is subject to the Texas Public Information Act, and this contract and related documents are public records.

12. Assignment. Buyer may not assign this contract or change the identity of the purchaser without Seller's prior written consent, given only through majority vote of the City Council at a duly and properly noticed public meeting.

13. Buyer must execute an all purpose easement in favor of the City at least 12 feet from the existing curb to the north property line.

14. City to review preliminary survey before finalization.

Date: _____ Date: _____

_____ _____

Signature Signature

Date: _____ Date: _____

_____ _____

Signature Signature

Kim Hill Real Estate Group, 2424 E Main Street Gatesville TX 76528 Phone: 2542771820 Fax: City of Gatesville
Kim Hill
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Exhibit A

805 E Main St, Gatesville TX 76528

Legal Description from Coryell CAD: Original Town Gatesville, Block 10, Lot 2 PT, Lot 6, & Lot 9 PT, Acres .144



to be supplemented and replaced with the legal description resulting from the Buyer's survey, which legal description and survey, upon approval by Seller, shall also be used in the Special Warranty Deed to be provided by Seller.

Initialed for Acknowledgment by Seller: _____ and Buyer: _____

Date 10/27/2026
Agenda Item 6
Ordinance 2026-20

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council
From: Bradford Hunt, City Manager
Agenda Item: Discussion and Possible Action Regarding Additions and Amendments to Section 49-60 (Recreational Vehicle Park) of the Gatesville Zoning Ordinance, 1st Reading

Information:

Upon final approval of the Zoning Ordinance June 9, 2026, city staff began an education period for various business owners affected by the changes, including RV Park owners. The guidelines in Zoning Ordinance Section 49-60 (RV Parks) were pointed out to the various in-town RV Park owners via letters and visits during the education period, which ran from mid-June through September. The enforcement timeframe for any infractions would have begun in October, but we are suspending any RV Park-related enforcement until ordinance revisions are considered by Council.

The ordinance referenced by the three public speakers on the RV Park issue during the October 13, 2026 City Council Meeting is the same as council is considering tonight. I became aware of the issue via a letter to Council and the Mayor from the Texas Association of Campground Owners (TACO) on October 8, 2026, and began reviewing it immediately, along with our City Attorney. When the speakers presented on October 13, I informed council that staff and I would be presenting them with proposed changes to the Zoning Ordinance section on October 27, to address the speakers' concerns.

The edited ordinance is based upon TACO's recommendations and reliance on the National Fire Protection Association (NFPA) Standard for Recreational Vehicle Parks and Campgrounds (1194), as well as staff's reliance on the Texas Campground Safety Act (SB-1). The ordinance has been reviewed by our City Attorney and is attached hereto, with changes noted in red. Included in the major proposed changes:

- 49-60.(d)
  - Aligns the minimum lot area with more common practices for RV parks and establishes more reasonable minimum lot sizes.
  - Removes references to "manufactured homes."
  - Establishes minimum distances from utility hookups to RVs per new state law, Texas Campground Safety Act (SB-1).
  - Relocates service building requirements to Section 49-60.(j)
- 49-60.(e)
  - Complete re-write of previous section to define more clearly "vehicle registration," and include out-of-state or out-of-country allowances.
  - Provides better definitions of required verification documents.

- 49-60.(f)
    - Retains licensure requirements and Chapter 18 fees to cover the administrative costs of the City.
    - Provides a clearer definition of when law enforcement or administrative/civil authorities may review an occupant register.
- 49.60.(i) (additional section)
    - Establishes road and fire lane requirements and aligns them with the TACO-referenced NFPA 1194 guidelines.
- 49-60.(j) (additional section)
    - Service building requirements more accurately described within their own section, moved from a subsection under 49-60.(d).
    - Aligns service building requirements directly with the TACO-referenced NFPA 1194 guidelines, specifically NFPA 1194 (Chapter 8, Environmental Health and Sanitation).

The TACO letter was also concerned with RV's being potentially defined as "structures," and therefore subject to Zoning Ordinance Section 49-41.4, which reads as follows: "*Moved and Temporary Buildings, Structures, and Uses - Buildings or structures moved into or within the City shall comply with the provisions of this code for new buildings and structures*." However, RVs are not "buildings" or "structures," as Zoning Ordinance Section 49.27, Definitions, already establishes separate definitions for buildings, RVs, and structures, as follows:

> *"Building - Any structure used or intended for supporting or sheltering any use or occupancy.*
> *Recreational Vehicle (RV) - A portable or mobile vehicular type unit primarily used as temporary living quarters for the purposes of recreational camping or travel-use that has either its own motive power or is mounted on or towed by another vehicle. Examples include but are not limited to travel trailers, camping trailers, truck campers, and motor homes. Herein referred to as a "RV."*
> *Structure - Anything constructed or erected, which requires location on or within the ground, or attached to something having a location on or within the ground."*

In summary, City staff and I have taken the RV Park owners' concerns seriously, and it is our hope that the proposed ordinance changes will address the majority of those concerns. The letter from the Texas Association of Campground Owners made references to legal action if the association's demands were not met. Should the TACO file any additional letters or demands which reference potential legal action, staff and I will present those to council in the appropriate regular or executive session as needed.

Financial Impact:
n/a

Staff Recommendation:
The staff recommends passing Ordinance 2026-20 to the amended City Ordinance, Zoning Ordinance Chapter 49, of the City of Gatesville Code of Ordinances to the next meeting.

Motion:

Date 10/27/2026
Agenda Item 6
Ordinance 2026-20

I move to PASS ORDINANCE 2026-20, amending Zoning Ordinance Chapter 49, to the next meeting, first reading.

Attachments:
Proposed Zoning Ordinance Chapter 49

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Gatesville, Texas, this the ____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 *et seq*.

APPROVED

_____
Gary Chumley, Mayor

ATTEST:

_____
Nicole Clark, Acting City Secretary

Date 10/27/2026
Agenda Item 7
Resolution 2026-129

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council
From: Mike Halsema, Deputy City Manager
Agenda Item: Discussion and possible action regarding a Resolution committing matching funds for the 2027-28 Texas Community Development Block Grant Program.

Information:
The 2027-28 Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) application deadline is November 19, 2026. The grant is for up to $750,000, with matching funds of 15% or $112,500. The City was awarded funds from the 2023-24 round of CDGB funding for work on lagoons at the Water Production plant. We were notified earlier this year that we were selected and have begun the process of phase 1 of the lagoon work. The proposed project for the 2027-28 cycle is for water and sewer line replacements. The funding may be available in FY28 or 29 depending on if we are selected and what year the funding is available.

Financial Impact:
Potentially up to $112,500 in matching funds, if the project is expected to equal $750,000.

Staff Recommendation:

Motion:
I move to approve Resolution 2026-129 committing matching funds for the 2027-28 Texas Community Development Block Grant Program

Attachments:
Resolution

RESOLUTION 2026-129

A RESOLUTION OF THE CITY COUNCIL OF GATESVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of Gatesville desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Gatesville to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF Gatesville, TEXAS,

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Community Development Fund.

2. That the City of Gatesville commits to dedicating no less than 51% of grant funds for activities identified by the state planning region as [First Priority / Second Priority (or higher) / Third Priority (or higher) / any eligible activity].

3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

4. That the City of Gatesville is committing to provide $112,500.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this ____ day of _____, 20__.

_____
Gary Chumley, Mayor
City of Gatesville, Texas

ATTEST:

_____
Nicole Clark, Acting City Secretary
City of Gatesville, Texas

Date 10/27/2026
Agenda Item 8
Resolution 2026-130

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council
From: Mike Halsema, Deputy City Manager
Agenda Item: Discussion and possible action to approve a contract with Maguire Iron Inc. in the amount of $334,750 for Booster Pump #3 tank lid replacement.

Information:
During water system tank inspections, several tanks were identified for blasting and recoating. We have submitted Booster Pumps (BP) 3, 5, and 7 for the Congressman Carter rehab grant, which includes blasting and recoating as well as some repairs to valving in BP7. However, BP3 was in need of additional work to replace some hatches and patches. While Maguire was attempting to repair the roof of BP3, they discovered that the roof had deteriorated beyond patching. Staff verified the condition of the roof and had another 3rd party evaluate the roof as another opinion. All agreed that the roof was beyond repair and that a full replacement was in order. The replacement is urgent, if it is not repaired soon, it will deteriorate further and likely cause it to fail inspection by TCEQ. Maguire has made a proposal to replace the roof under the TIPS (The Interlocal Purchasing System) purchasing CO-OP for $334,750

Financial Impact:
The roof replacement was not part of the planned budget for FY27, funding will come from operating revenues.

Staff Recommendation:
Staff recommends approving a contract with Maguire Iron, Inc, for replacing the roof at BP3

Motion:
I move to approve a contract with Maguire Iron, Inc, for replacing the roof at Booster Pump #3 not to exceed $334,750.

Attachments:
Contract

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Gatesville, Texas, this the ____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 *et seq*.

Date 10/27/2026
Agenda Item 8
Resolution 2026-130

APPROVED

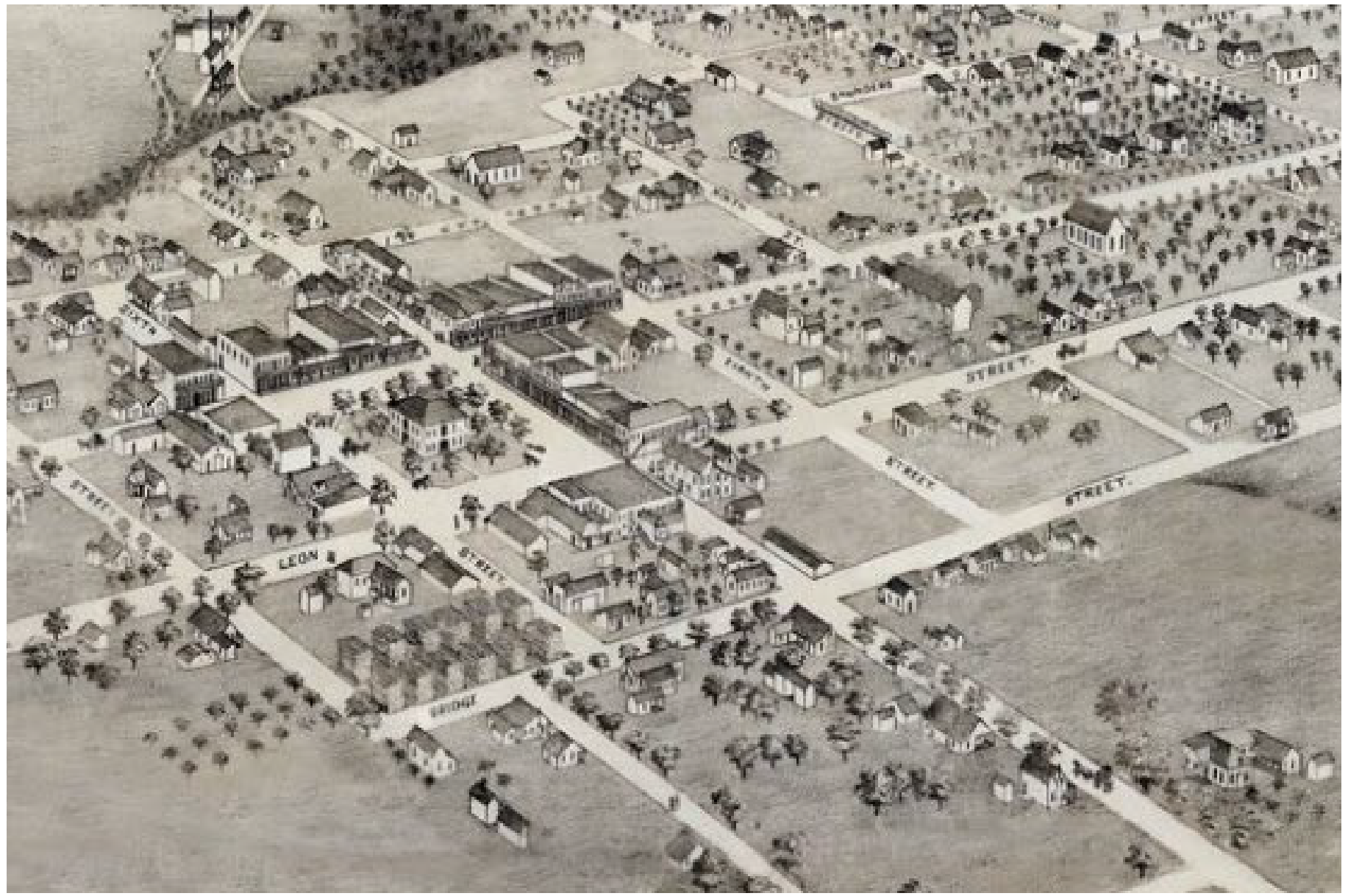
_____
Gary Chumley, Mayor

ATTEST:

_____
Nicole Clark, Acting City Secretary

City Manager Report

OCTOBER
2026



Presented by:

Bradford Hunt
City Manager

Welcome

This report is intended as an overall look at City of Gatesville operations from the City Manager's perspective. It is intended to concisely summarize the operations of each department within the city government and provide updates on current and future projects being undertaken by your city government.

This document's intended audience includes the City Council as well as all community members and stakeholders in Gatesville. It is presented monthly to City Council, then posted on our website at www.gatesvilletx.com.

Please call me at 254.220.4628, or email me at bhunt@gatesvilletx.com, if you have any questions about any of the information provided herein.

Thank you,
Bradford Hunt
City Manager

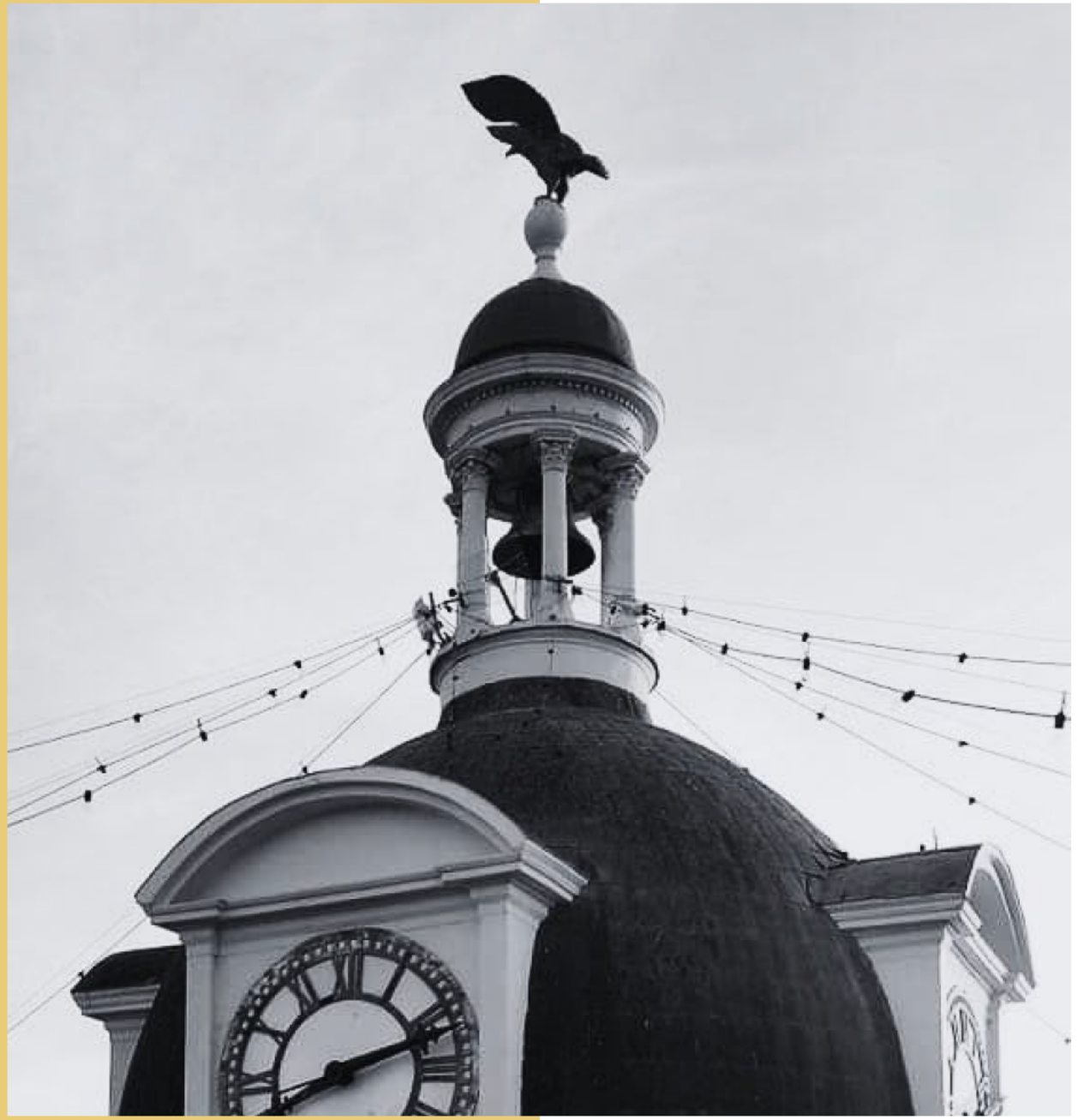


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Current City Manager Projects

Development Update

Department Updates

CIP & Major Project Updates

Upcoming Community Events

City-Wide Staffing Report

Total Allotted Positions in City

93	Full-Time
21	Part-Time
114	Total (+26 Seasonal)

Current Open Positions

Parks	1 Fitness Center Specialist (Part-Time)
Streets	1 Equipment Operator (Full-Time)

Employment Rate

98.25 %

Current City Manager Projects

- Food for Families events upcoming
- Central Texas Water Alliance - City tentatively approved as voting member
- CCS Potential Purchase of city property at 805 E. Main St.
- Airport:
  - Master Plan - identification of vendor via TXDOT Aviation RFQ process
  - Hangar Inspections - completed in early September; worked through lease compliance issues with 13 individual lessees
- New City Employee Policy Manual – chapter releases, training sessions
- FEMA final projects are scheduled
- Development inquiries / meetings / agreements
- Water & Wastewater Master Plans
- NFH WWTP pre-planning & meetings with Ft. Hood command staff
- SH 36 sewer project, easement agreements

Development Update

14 Active Developments

Gatesville Crossing - Multi-plex SH 36 S. of Walmart
Crescent Townhomes - Old Pidcoke Rd.
Convenience Store TBD - W. Main, west of Leon River
El Elyon Estates - SF homes SH 36/Old Osage
Public Service Office - Downtown
Whataburger - Bus. 36 by SH 36 (old BK building)
National Chain Hotel - North SH 36
Boutique - Main/Park St.
Parkview Apartments/Duplexes - US 84
Muscovy Coffee - remodel of Green Rooster building
Multi-Family senior community SH 36
Duplexes - W. Main Street
1620 W. Main - Cefco remodel
2430 E. Main - Gatesville Inn remodel

8 Pending Developments

Commercial development near Main St./ Bus. 36
Single-Family near Jackson Drive
Single-Family near Golf Course Rd.
Family-style restaurant US 84
Mexican restaurant US 84
Residential development S. FM 116
Convenience store E. Main St.
Industrial Development (small) - location TBD

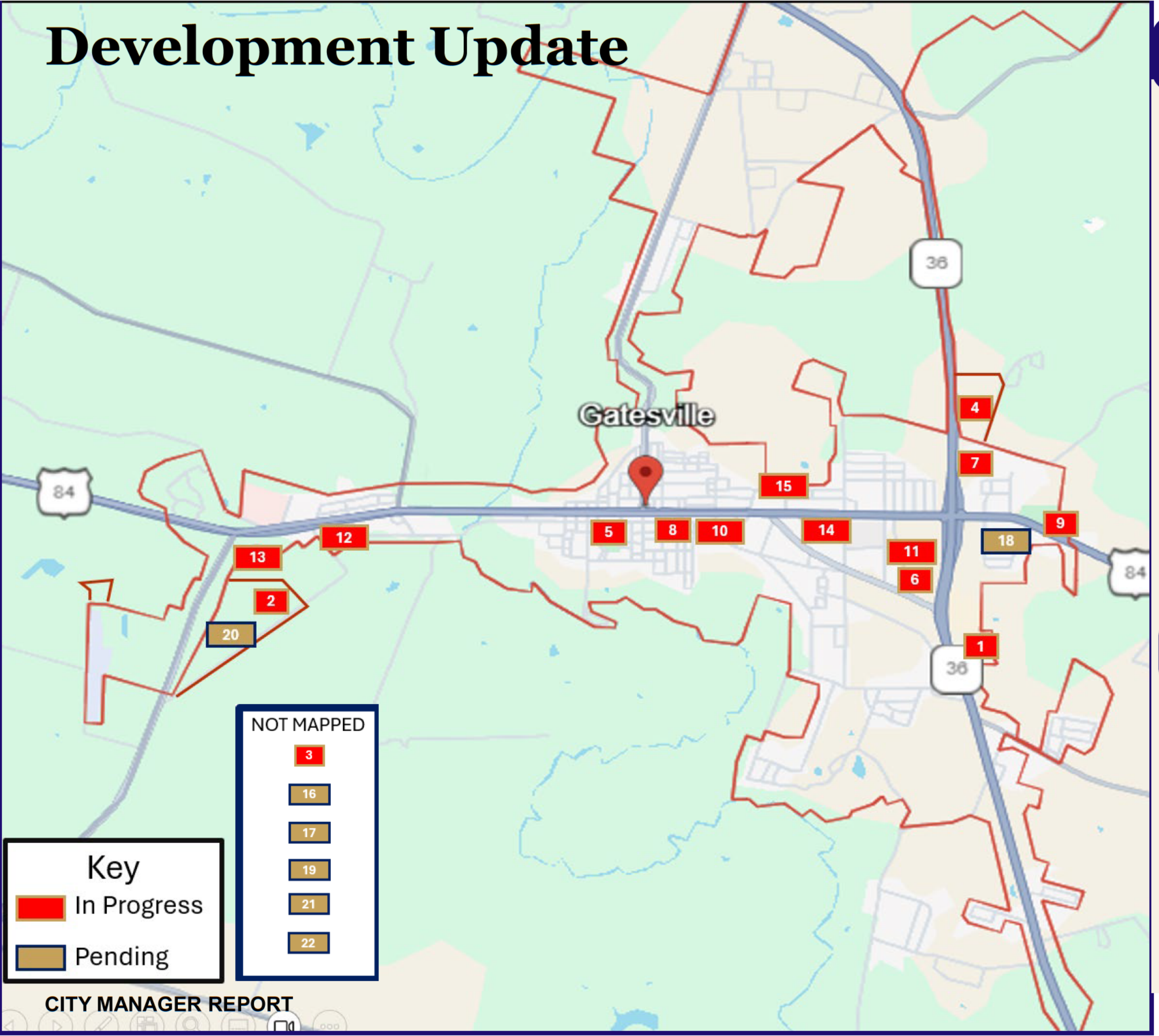








Development Update



In Progress

1. Gatesville Crossing - Multi-plex SH 36 S. of Walmart
2. Crescent Townhomes - Old Pidcoke Rd.
3. Convenience Store TBD - W. Main, west of Leon River
4. El Elyon Estates - SF homes SH 36/Old Osage
5. Public Service Office - Downtown
6. Whataburger - Bus. 36 by SH 36 (old BK building)
7. National Chain Hotel - North SH 36
8. Boutique - Main/Park St.
9. Parkview Apartments/Duplexes - US 84
10. Muscovy Coffee - remodel of Green Rooster building
11. Multi-Family senior community SH 36
12. Duplexes - W. Main Street
13. 1620 W. Main - Cefco remodel
14. 2430 E. Main - Gatesville Inn remodel

Pending

1. Commercial development near Main St./ Bus. 36
2. Single-Family near Jackson Drive
3. Single-Family near Golf Course Rd.
4. Family-style restaurant US 84
5. Mexican restaurant US 84
6. Residential development S. FM 116
7. Convenience store E. Main St.
8. Industrial Development (small) - location TBD

Department Report: Public Works

PW Director: Chad Newman
Water Dist.: Taylor Donaldson
Streets: Gary Proctor
Water Production: Zeb Veazey
Wastewater: Bobby Buster
Fleet: Derek Lawrence

Projects

- Stillhouse WWTP Expansion
- Water Treatment Plant Recycle lift station
- WTP & Intake Electrical Upgrades
- HWY 36 Sewer main upgrade
- FEMA Projects
- Stillhouse WWTP Phase 2
- Stillhouse Effluent FEMA project
- Leon Plant FEMA project
- Brown Park Sewer relocate FEMA project
- Fort Hood Wastewater Plant

Current Activity

- WTP & Intake Electrical Upgrades Project
- Water Treatment Plant Recycle lift station
- HWY 36 sewer main upgrade
- Pavement Overlaying
- Replacing Galvanized Service lines
- Stillhouse Expansion
- FEMA Projects
- CCN update

3 Month Outlook

- Water Service Replacements
- Water Treatment Plant Recycle lift station
- Hwy 36 sewer main replacement
- Stillhouse Effluent FEMA project
- Leon Plant FEMA project
- Brown Park Sewer relocate FEMA project

Long-term planning - Water & Wastewater Master Plan

Department Report: Public Works | Streets

PW Director: Chad Newman
Water Dist.: Taylor Donaldson
Streets: Gary Proctor
Water Production: Zeb Veazey
Wastewater: Bobby Buster
Fleet: Derek Lawrence

13 Open-hole repairs completed

160 Miles of city streets cleaned with street sweeper

323.05 Tons of hot mix has been applied as a pavement overlay on College St. and Bridge St.

Completed

- Transport sludge from the Leon Plant and Stillhouse Plant
- Chip brush at 19th Street
- Mow city lots and the overpass
- Relocate containers back to Fort Hood
- Perform drainage maintenance
- Paint crosswalks around schools
- Assist with traffic control on Main Street

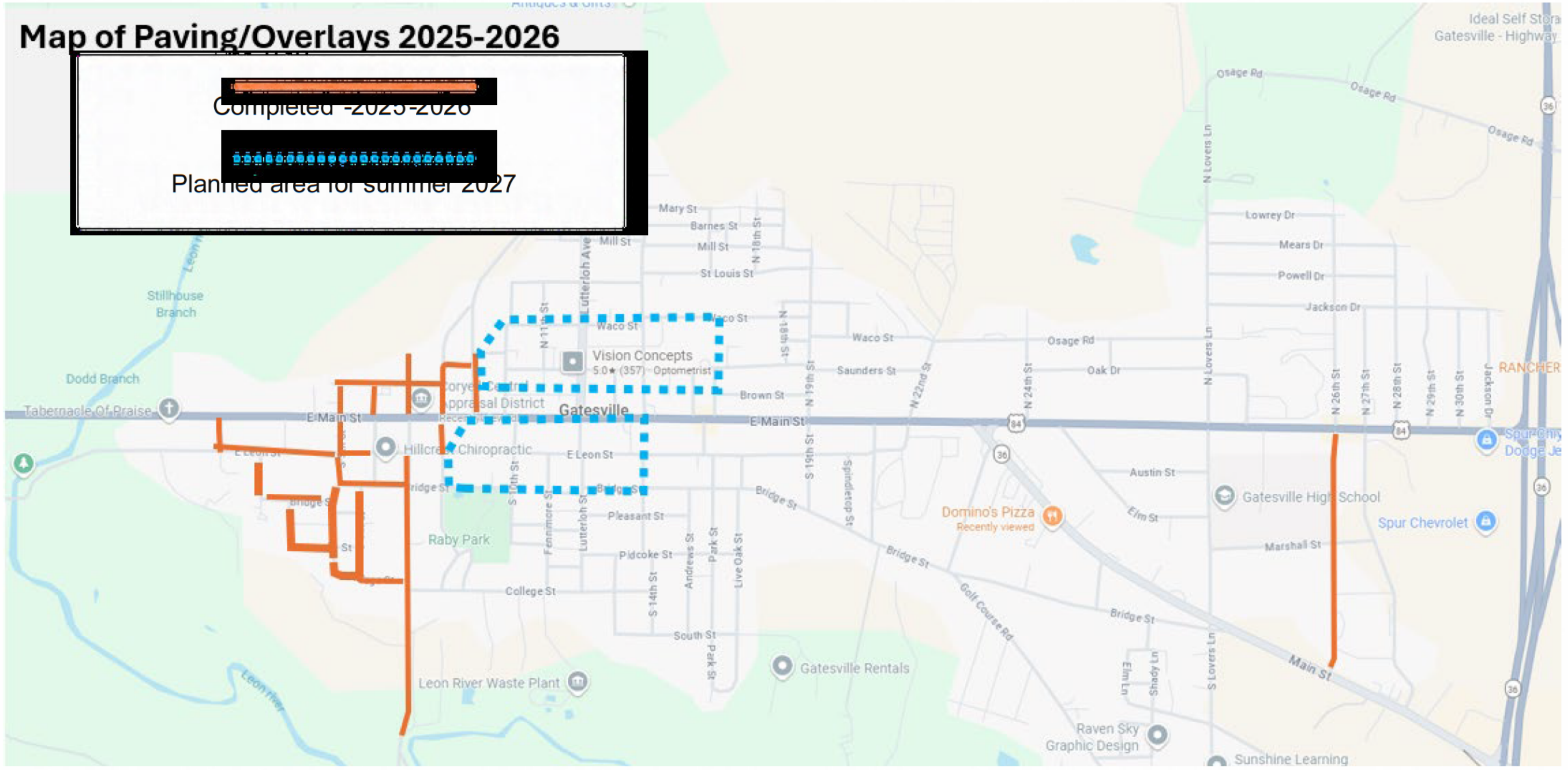
3 Month Outlook

- Work on drainage
- Open hole street repairs
- Right of way clearing

Department Report: Public Works

Streets

PW Director: Chad Newman
Water Dist.: Taylor Donaldson
Streets: Gary Proctor
Water Production: Zeb Veazey
Wastewater: Bobby Buster
Fleet: Derek Lawrence



Department Report: Public Works | Water Dist.:

PW Director: Chad Newman
Water Dist.: Taylor Donaldson
Streets: Gary Proctor
Water Production: Zeb Veazey
Wastewater: Bobby Buster
Fleet: Derek Lawrence



Completed

Line locates for GAC, Spectrum

3 Water/Sewer taps & service line replacements

29 Water service leaks

12 Water main leaks

Department Report: Public Works | Water Production

PW Director: Chad Newman
Water Dist.: Taylor Donaldson
Streets: Gary Proctor
Water Production: Zeb Veazey
Wastewater: Bobby Buster
Fleet: Derek Lawrence

163.83 MG
RAW WATER PUMPED AND TREATED

5.461 MG
AVERAGE PUMPED & TREATED PER DAY

3.683 MG
WATER RELEASED FROM BACK WASH, SLUDGE DRAINING, AND INLINE INSTRUMENTATION

15.46%
WATER LOSS FOR SEPTEMBER

Projects & Maintenance

- The 10” CLA VAL to replace the 12” Ground Storage Fill Valve at BP#3 has been ordered
- The master/whole meters and process control meters were tested per required annual.
- Four-way control valve on High Service Pump #3 failed and was replaced.
- B-Corp has started the Recycle Pump Station Project
- Filter Media Replacement Project- low bid of $494,680 from IMC out of Oklahoma City

Operational Updates

Electrical and Power Updates
- The transmitter was replaced on the filter #4 flow meter.
- We experienced a 3-hour power outage at BP#1 on September 24th that was the result of a burnt fuse on the Heart of Texas Electric CO-OP side of our transformers.
- One leg of a 2400-volt power cable that steps power down from 2400 volt to 480 volt between transformers at BP#1 burned through a section of insulation causing 480-volt fuses to fail. A temporary fix was put in place by MP Electric and a permanent fix is in progress and was completed October 3rd.

Water Quality and Compliance
- All 30 lead and copper sample analysis results from LCRA were well below the MCLs and action levels (almost non-detectable for copper and none present for lead).

Upcoming Maintenance
- Replace 4” master meter, 4” strainer screen, and 4” isolation valves at South Mountain Water Supply FM 929-meter vault.
- Cut and remove more trees and brush from security fences

Department Report: Public Works | Wastewater

PW Director: Chad Newman
Water Dist.: Taylor Donaldson
Streets: Gary Proctor
Water Production: Zeb Veazey
Wastewater: Bobby Buster
Fleet: Derek Lawrence

Collections

- Sewer Stop ups- 11
- Repaired 1 service line
- Repaired 1 force main leak

Stillhouse WWTP

- Status:
  - Average Daily Flow: 1.466 MGD
  - Total Monthly Flow: 43.971 MG
- Phase 1 project completion, punch lists, clean-up
- The Stillhouse Wastewater Treatment Plant continued to operate within its available treatment capacity during the reporting period.

Leon WWTP

- Status:
  - AVG Daily Flow: .8011 MGD
  - Total Monthly Flow: 24.0320 MG
- During the reporting period, the wastewater treatment plant operated within a manageable range of hydraulic loading and maintained stable treatment conditions.

Department Report: Public Works | Wastewater

PW Director: Chad Newman
Water Dist.: Taylor Donaldson
Streets: Gary Proctor
Water Production: Zeb Veazey
Wastewater: Bobby Buster
Fleet: Derek Lawrence

Wastewater Collections & Treatment, CIP Update: Manhole Rehabilitation Project

- Project is complete
  - A total of 196 vertical feet (VF) and rebuilt 15 bench inverts.
  - These improvements will help prevent millions of gallons of inflow and infiltration (I&I) from entering our wastewater system through the old brick manholes.
- Examples:











Department Report: Police | Administrative Bureau

Chief: Jeffrey Clark
Captain: Keith Mueller
Lieutenant: Sid Post
Dispatch Supervisor: Jessica Stiles

Current Projects

- TPCA Best Practices Recognition Program – software upgrade for policies
- Animal Ordinance

Personnel Summary	Budgeted	*Actual	Lmt/FMLA
Sworn Law Enforcement	20	20	0
Non-Sworn	12	10	0
Total	32	30	0

Property & Evidence	September 2026	September 2025	2026 YTD	2025 YTD	YTD %
Items Disposed	24	0	146	125	+16.8%
Items Received	26	33	255	187	+36.7%
Total # of Items	2154	2098	2154	2098	+2.7%

Records Unit	September 2026	September 2025	2026 YTD	2025 YTD	YTD %
Open Records Request	136	115	1094	940	+16.4%

False Alarm Program	September 2026	September 2025
Total number of alarms	18	21
Total number of FALSE alarms	15	17

Community Events Attended	September 2026	September 2025	2026 YTD	2025 YTD	YTD %
Community Events	2	1	17	6	+183

Department Report: Police | Patrol Bureau

Chief: Jeffrey Clark
Captain: Keith Mueller
Lieutenant: Sid Post
Dispatch Supervisor: Jessica Stiles

Use of Force Report	September 2026	September 2025	2026 YTD	2025 YTD	YTD %
Total # of Use of Force Incidents	1	0	4	4	0%
Computer Aided Dispatch	**September 2026**	**September 2025**	**2026 YTD**	**2025 YTD**	**YTD % Changed**
Calls for Service	501	508	4771	4451	+7.2%
Self-Initiated Activity	966	2155	8575	15185	-43.5%
Total Events	1467	2663	13346	19636	-32.0%
Activities	**September 2026**	**September 2025**	**2026 YTD**	**2025 YTD**	**YTD %**
Total Arrests (# of Offenders)	24	29	223	248	-10.1%
Misdemeanor	13	29	152	200	-24.0%
Felony	7	11	122	119	+2.5%
Class C	7	2	37	36	+2.8
Federal	0	0	0	0	0%
Total Offense Charges	27	42	300	351	-14.5%
Department Traffic Enforcement	**September 2026**	**September 2025**	**2026 YTD**	**2025 YTD**	**YTD %**
Citation (Tickets)	79	125	804	802	+0.25%
Citation Charges	119	196	1086	1122	-3.2%
Citation Warnings	195	371	1931	2488	-22.4%
Traffic Stops (CAD Data)	212	416	2316	2963	-21.8%
DWI Arrests	3	4	20	21	-4.7%
Accidents Reported by Officers (CRIS)	5	12	103	97	+6.2%
Accident Exchange Information	7	8	95	101	-5.9%
Fatality Accident	0	0	0	0	0%

Department Report: Police | Animal Services

Chief: Jeffrey Clark
Captain: Keith Mueller
Lieutenant: Sid Post
Dispatch Supervisor: Jessica Stiles



Administrative Activities	September 2026	September 2025	2026 YTD	2025 YTD	YTD %
Calls for Service	137	106	1012	1009	+0.3%
Warnings	0	0	1	7	-85.7%
Citations	5	3	28	14	+100.0%
Criminal Investigations	5	0	34	3	+1003%

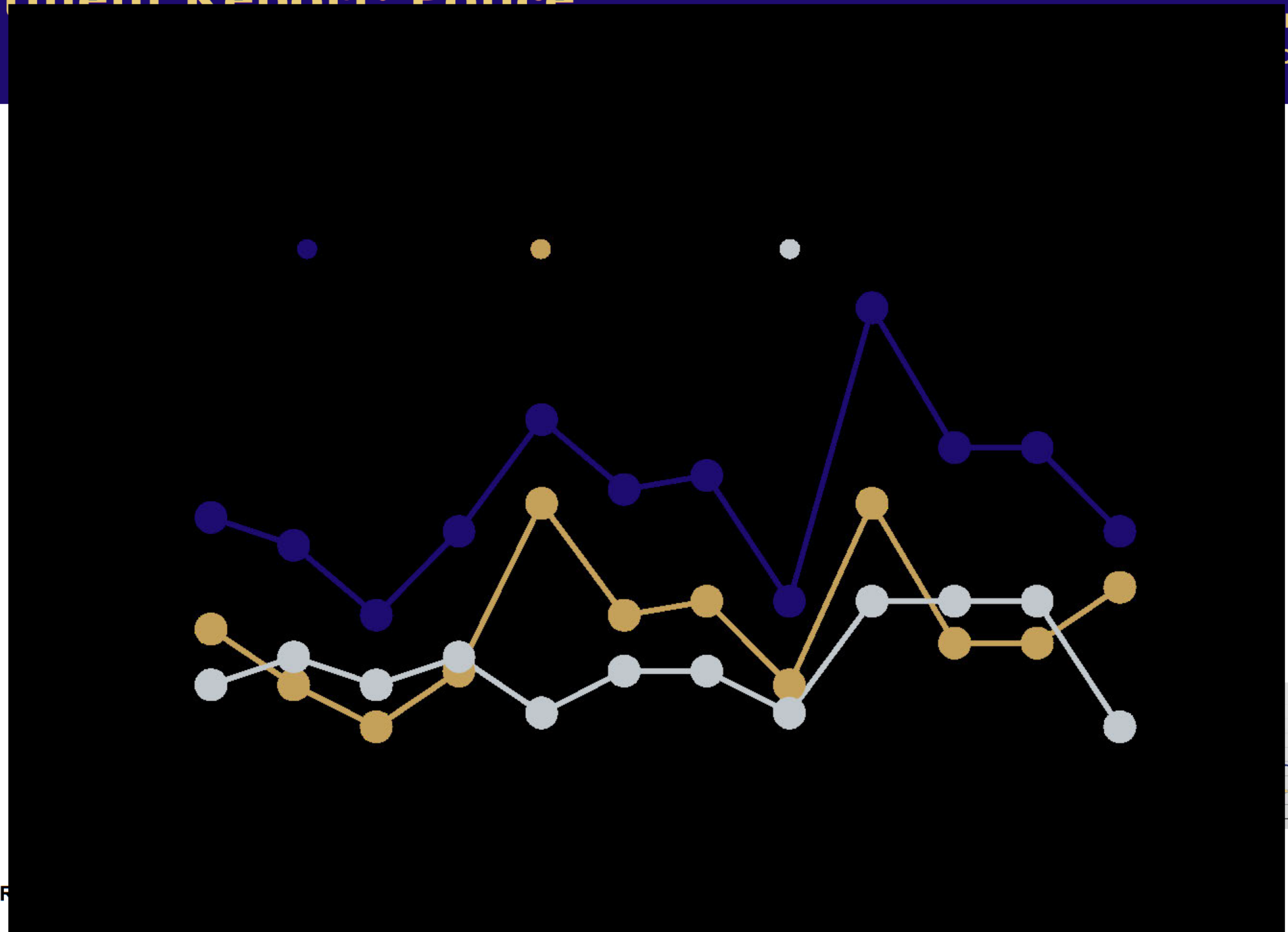
Other (Wildlife/Livestock)	September 2026	September 2025	2026 YTD	2025 YTD	YTD %
Intake	0	0	0	0	0%
Released to Owner (Livestock)	0	0	0	0	0%
Released (Wildlife)	0	0	0	11	-1100%
Euthanized	0	0	0	2	-200%

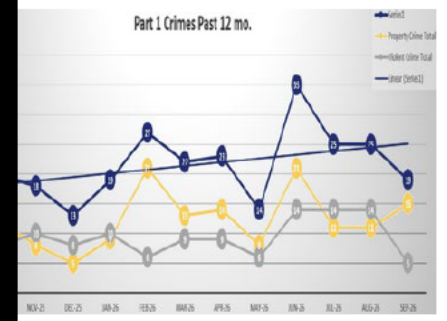
Dogs	September 2026	September 2025	2026 YTD	2025 YTD	YTD %
Field Intake	10	6	93	110	-15.5%
Total Dogs Received	10	6	93	110	-15.5%
Reclaimed	4	0	34	53	-35.8%
Adopted	4	5	59	58	+1.7%
Transferred Out	4	4	16	33	-51.5%
Total Live Outcomes	12	9	120	123	-2.4%
Euthanized	0	0	1	3	-66.6%
Died in Shelter	0	0	0	0	0%

Cats	September 2026	September 2025	2026 YTD	2025 YTD	YTD %
Field Intake	16	13	132	158	-16.5%
Total Cats Received	16	13	132	165	-20.0%
Reclaimed	0	0	2	2	0%
Adopted	0	10	21	54	-61.1%
TNR	14	5	73	95	-23.1%
Transferred Out	4	4	16	33	-51.5%
Total Live Outcomes	12	9	120	123	-2.4%
Euthanized	0	0	1	3	-66.6%
Died in Shelter	0	0	0	0	0%

Department Report: Police

Chief: Jeffrey Clark
Captain: Keith Mueller
nt: Sid Post
or: Jessica Stiles





Department Report: Parks & Recreation

Parks & Recreation Director: Seth Phillips
NFH Rec, Aquatics, Athletics: Marte Bailey
Fitness Center: Tobias Moore
Parks Maintenance: Levi Cole



Ongoing Projects

- **FEMA Damaged Park Sites**

Faunt Le Roy, Raby, Brown

- **Fitness Center Expansion**

TPWD Grant Application

Events

- **LIVE Fest**

October 11 · Freedom Park · 2-5pm

- **KGB Fall Sweep**

November 14 · 8:30am - 12:00pm

- **Christmas at the Ballpark**

December 1 -31

Department Report: Parks & Rec | Athletics

Parks & Recreation Director: Seth Phillips
NFH Rec, Aquatics, Athletics: Marte Bailey
Fitness Center: Tobias Moore
Parks Maintenance: Levi Cole

182 Youth Flag Football

Registered · Season starts October 5

164 Youth Volleyball

Registered · Season starts October 3

12 Slow Pitch Softball

Teams · August 31 - October 6

Fall 2026 Tournaments

OCTOBER 2026	NOVEMBER 2026	DECEMBER 2026
10	1	5
11	7	6
24	8	12
25	14	13
	15	
	21	
	22	
	29	

Spring 2027 Tournaments

FEBRUARY 2027	MARCH 2027	APRIL 2027	MAY 2027	JUNE 2027
27	6	3	1	5
28	7	4	2	6
	13	10	22	
	14	11	23	
	20	17		
	21	18		

Applications submitted for the TTA District and State Tournaments

Department Report: Parks & Rec | Fitness Center

Parks & Recreation Director: Seth Phillips
NFH Rec, Aquatics, Athletics: Marte Bailey
Fitness Center: Tobias Moore
Parks Maintenance: Levi Cole



Membership

- 946 Memberships
- 4,708 Member visits
- 140 Day Passes Sold

Group Exercise

- 87 Group Exercise Classes
- 755 Class Participants

Notes

- Tobias Moore replaced Patrice as Fitness Center Supervisor
- Grants will be awarded 1/28/2027

Sales

- Total Sales:
  - $18,214.10
- Memberships, Passes, Etc.
  - $14,374.50
- Retail
  - $1,390.60
- Insurance Reimbursement
  - $2,449.00

Department Report: Parks & Rec | NFH Rec

Parks & Recreation Director: Seth Phillips
NFH Rec, Aquatics, Athletics: Marte Bailey
Fitness Center: Tobias Moore
Parks Maintenance: Levi Cole

2,341
Total Visits
September 1 - 30

78
Average Daily Visits
Across 30 days

188
Peak Daily Visits
September 17

1900
Busiest Average Hour
22.6 Attendees

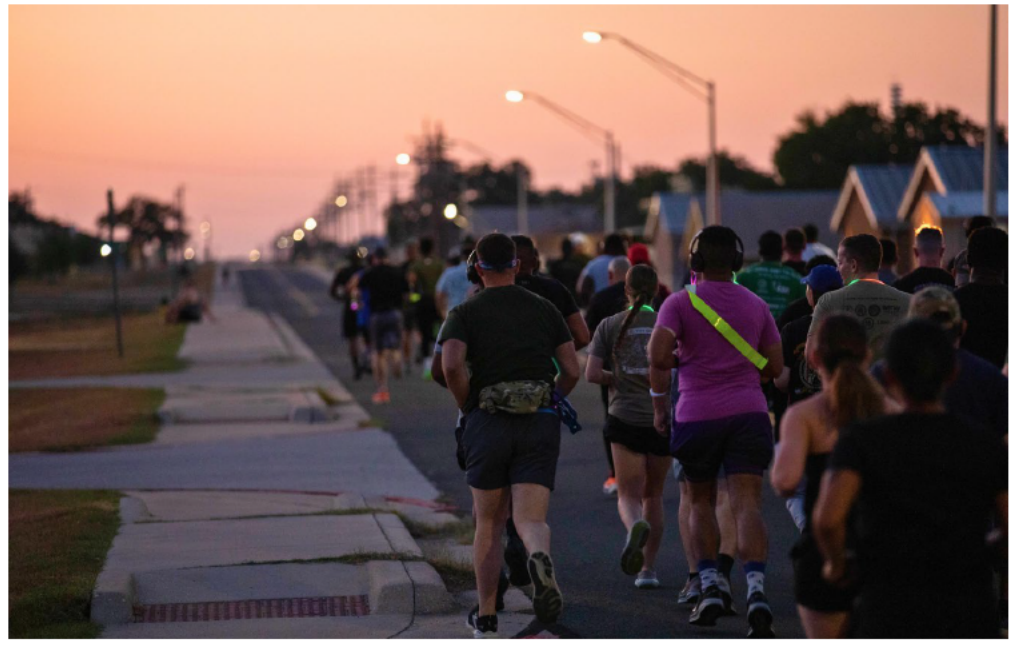
12 Tournaments Hosted

5 Pool / 4 Ping Pong / 2 Nine-ball / 1 Volleyball

September Event Highlight

9/11 Memorial 5K Run







Department Report: Administration

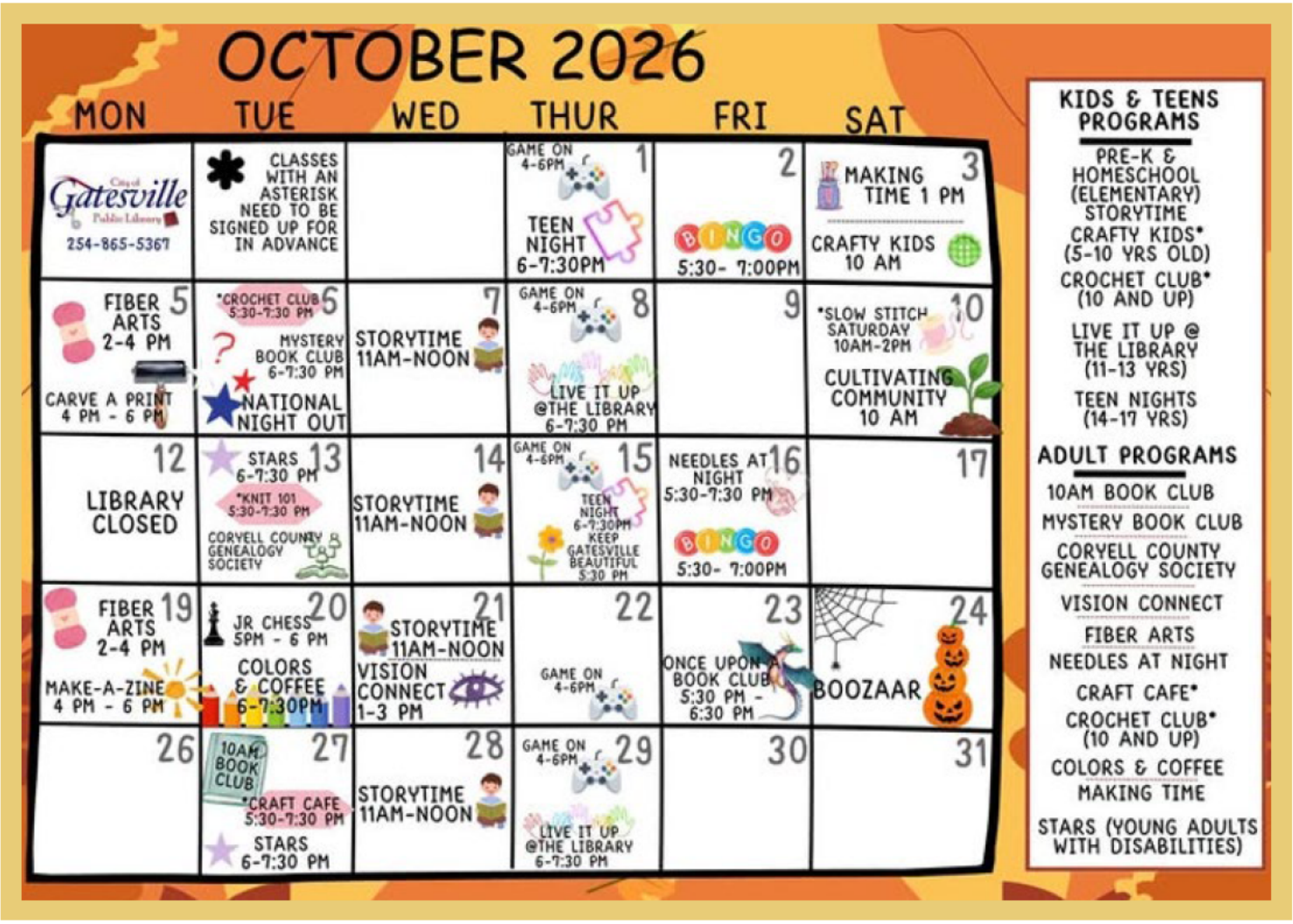
Deputy City Manager/CFO: Mike Halsema
HR Director: Lori McLaughlin
Communications Director: Patrice Gilbert
Library Director: Shae Harp

Finance

- FY 26-27 budget initiation
- Pre-audit inventories nearing completion
- RFQs & RFPs

Library

- October events
- Preparations for Boozaar



Airport

- Lease renewals Oct. 1
- Hangar inspections completed
- RAMP grant - new grant submission in progress
- Master Plan - 90/10 grant in progress

Human Resources

- FY 26-27 employee pay rates effective on 10/15 payroll checks
- Open Enrollment planned for Nov. 10
- Employee Christmas Family Dinner planned for Dec. 17

Department Report: Development Services

Planning · Building Inspection · Code Enforcement

City Secretary: Holly Owens
Building Official: Miguel Gamez
Building Maintenance: Ronald Hornung
Permit Technician: Nicole Clark
Code Enforcement: Anna True & Lee Walters

Permits & Inspections: Permit Value $1,326,432.71

Plan Review
Home2Suites - New Construction
Parkview Phase 6 (New Construction)
101 S Hwy 36 Bypass - Casey's
4609 TX 36 - Casey's
1620 W Main St. - Casey's

Certificates of Occupancy - 4	
Tire Empire	212 E Main St.
Art Gallery (Temp)	605 E Main St.
Iron Gate Antiques	3402 S Hwy 36
CJ East Garden	1409 E Main St., Ste C

302 active permits as of this report

Permits Issued - 76	
Residential - New	2
Residential - Remodel	5
Commercial - New	
Commercial - Remodel	3
Accessory/Storage/Carport	3
Demolition	1
Sign	14
Mech/Elec/Plmg/Gas	35
Inground Pool	
Solar	
Roof	2
Fence	1
Fire	1
Other	9
262 Inspections Performed = 12.48 daily (21 days)	

Department Report: Development Services

Planning · Building Inspection · Code Enforcement

City Secretary: Holly Owens
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Planning & Zoning Commission

Zoning / Development Ordinance(s)

- Animal Ordinance - Chapter 6
- Fee Schedule (all departments) - Chapter 18

Plat(s) Processed

- *Lutterloh and Saunders Minor Replat
- *Underhill 2nd Addition: 103-105 Petsick Lane Minor Plat
  - *All minor plats listed were reviewed and processed in-house

Records Request

- **61 Open Records Requests**
- **2 Zoning Verification Letters**

Licenses - $2,590.00

Alarm (Comm/Res)	13
Amusement/Gamerooms	1
Kennel	
Livestock	6
Gaming Machines	9
Mobile Home Park	
Spaces	
Recreational Vehicle Park	1
Spaces	8
Solicitor	
Special Event	
TABC	
Vape/Cannabis Shop	1
Vendor	

Department Report: Development Services

Planning · Building Inspection · Code Enforcement

City Secretary: Holly Owens
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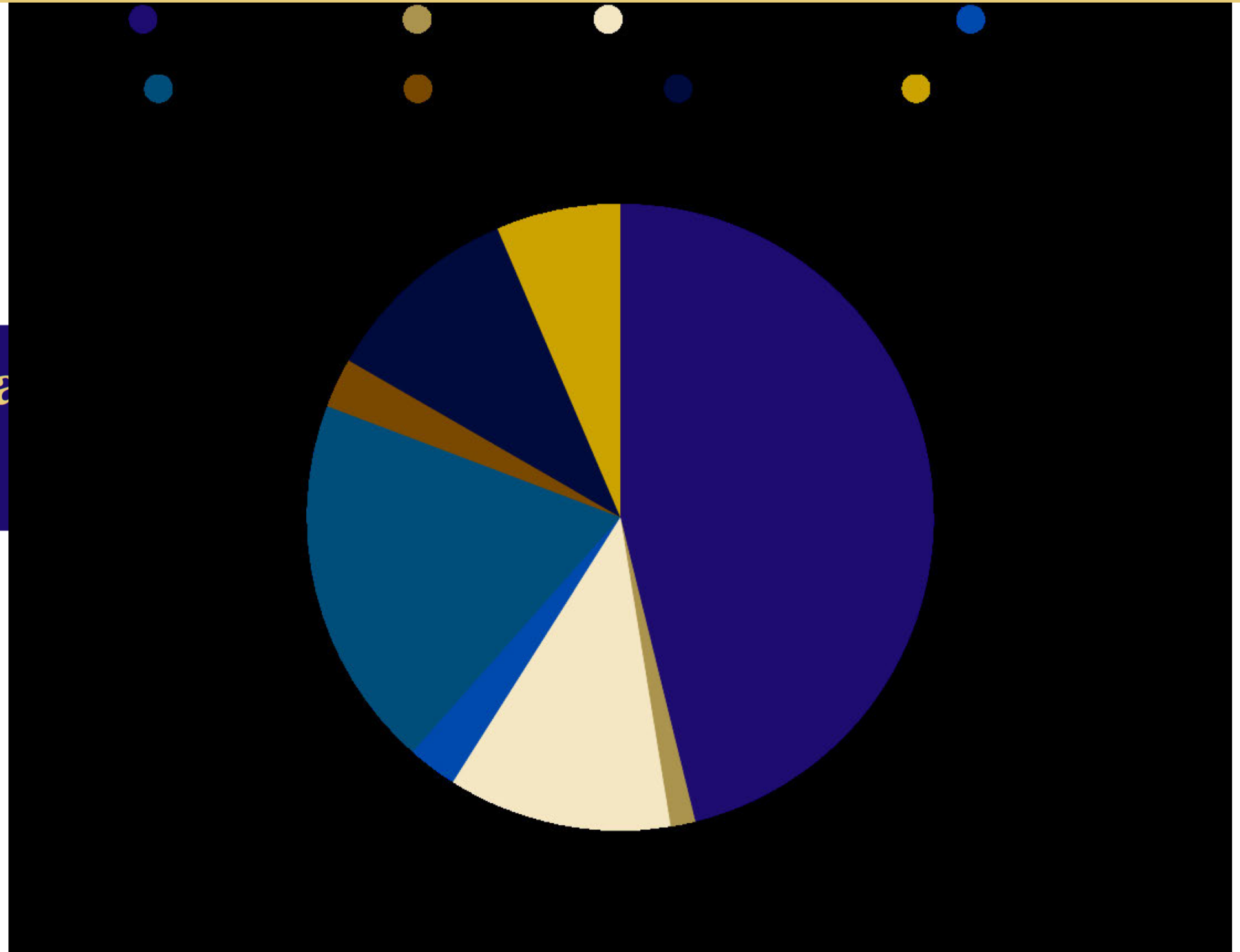
Code Enforcement & Building Standards Commission

Lien(s) paid $0.00
Abatement lien(s) filed
6 Released

13 Case(s) opened
1 Case(s) closed
5 Citation(s) issued

BSC Meeting 9/14
- 202 Spindletop St.
- 215 Spindletop St.

Active Ca
78



Department Report: Development Services

City Secretary

City Secretary: Holly Owens
Building Official: Miguel Gamez
Building Maintenance: Ronald Hornung
Permit Technician: Nicole Clark
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New Code of Ordinances

The front page gives a brief history of the City

City of Gatesville, TX

Coryell County

Founded in 1854, Gatesville is the county seat of Coryell County and is located along the Leon River in the heart of Central Texas. The community was established on land donated by Richard G. Grant and was named for nearby Fort Gates, a U.S. Army frontier post established in 1849. Gatesville was incorporated in 1870 and became an important regional center after the railroad arrived in 1882.

Gatesville is grounded in the principles of community, service, responsible growth, preservation of history, and maintaining its small-town character while preparing for the future. Today, the City continues to balance economic and community development with preservation of the historic character that makes Gatesville distinctive.

Among Gatesville's interesting landmarks is the historic downtown square, anchored by the 1897 Coryell County Courthouse. In 2026, the Gatesville Downtown Historic District was added to the National Register of Historic Places, recognizing 87 historic resources spanning from the late 19th century through the early 1970s.

Gatesville also has a unique connection to Texas history through its long association with ranching, agriculture, rail transportation, military activity, and state correctional institutions. The community's location near Fort Hood/Fort Cavazos has also contributed significantly to its economy.

Gatesville — a historic Central Texas community proud of its past, committed to its community, and preparing for its future.

City of Gatesville
Spur Capital of Texas

Department Report: Development Services

City Secretary

City Secretary: Holly Owens
Building Official: Miguel Gamez
Building Maintenance: Ronald Hornung
Permit Technician: Nicole Clark
Code Enforcement: Anna True & Lee Walters

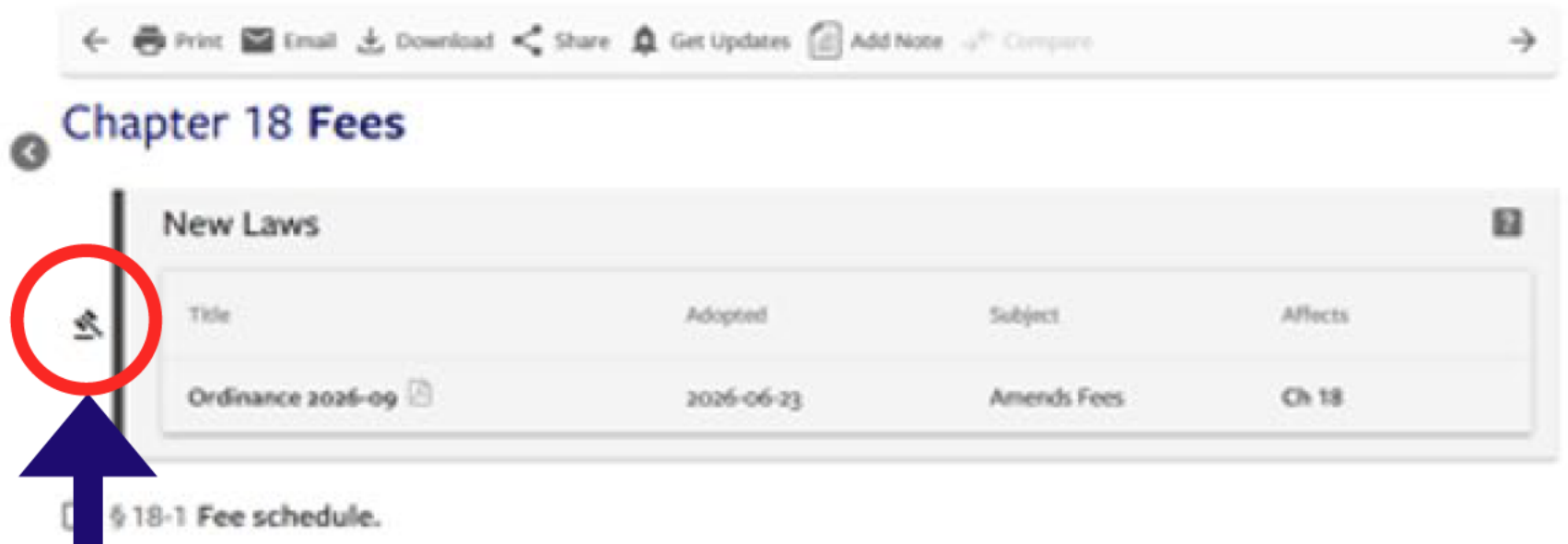
New Code of Ordinances

Original ordinance retrieval
Staff should be able to find the enacted ordinance that amended a code section, not just the current text. This is particularly valuable when checking effective dates, penalty language, Council actions, and whether an amendment was incorporated.

Zoning and development information
Interactive maps and graphics can make zoning districts, permitted uses, setbacks, landscaping, and development standards easier to navigate.

Amendment quality control
Version comparison and searchable ordinance archives can help staff verify that the published code matches Council-adopted language.

Public access and staff efficiency
Search, direct links, downloadable Word sections, and notifications can reduce the time staff spend locating and distributing code provisions to residents, builders, business owners, and attorneys.



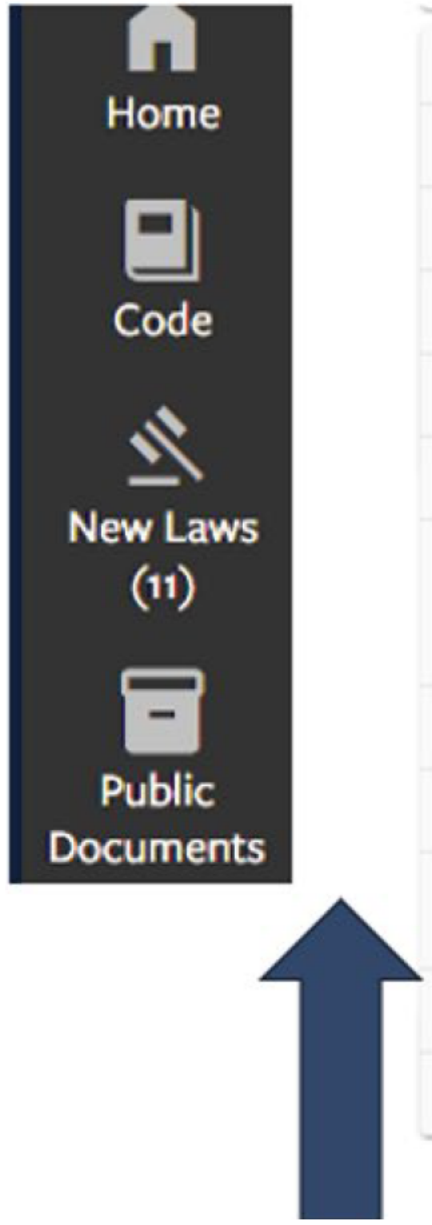
The gavel indicates that a new ordinance has been approved affecting that chapter. Click on the chapter to see what the change is. The new ordinance is located at the top of the page with the date it was approved.

Department Report: Development Services

City Secretary

City Secretary: Holly Owens
Building Official: Miguel Gamez
Building Maintenance: Ronald Hornung
Permit Technician: Nicole Clark
Code Enforcement: Anna True & Lee Walters

New Code of Ordinances



Title	Adopted	Subject	Affects
Ordinance 2026-01	2025-02-10	Zoning Map Amendment (NIC)	
Ordinance 2026-03	2026-03-10	Zoning Map Amendment (NIC)	
Ordinance 2026-04	2026-05-12	Annexation (NIC)	
Ordinance 2026-05	2026-05-12	Street Vacation (NIC)	
Ordinance 2026-06	2026-06-09	Zoning	
Ordinance 2026-07	2026-06-09	Amends Licenses, Permits, and Miscellaneous Regulations: Coin-Operated Machines, Sweepstakes, Online Games and Indoor Amusement Facilities	Ch 32 Art IX
Ordinance 2026-08	2026-06-09	Annexation (NIC)	
Ordinance 2026-09	2026-06-23	Amends Fees	Ch 18
Ordinance 2026-10	2026-06-23	Licenses, Permits, and Miscellaneous Regulations: Vape Shops and Cannabis-Related Shops	Ch 32
Ordinance 2026-12	2026-07-28	Amends Subdivisions	Ch 48
Ordinance 2026-13	2026-07-28	Amends Traffic and Vehicles	Ch 54

All new laws that have not yet been fully codified can be found under the “New Laws” tab on the left-hand side.

The “Public Documents” section contains agendas, minutes, and packets from previous years for the City Council and Commissions, along with filed plats. Staff is working to scan and upload additional plats.

Summary of Major Projects, October 2026 Update

	Goal / Project	Active Since	Status	Notes
1	Stillhouse WWTP Phase 1 **TWDB grant**	April 2024	Complete	Substantial completion form signed; minor punch list items in progress
2	Ensure we meet the guidelines for **FEMA grant** and begin work on recovery / mitigation from 2024 flood.	May 2024	Near completion	FEMA funding obligated for final 5 projects (Leon WWTP, Stillhouse WWTP, Brown Park sewer line, Raby Park culvert, FLR Park culvert), engineering in progress.
3	Shady Lane bridge	May 2024 - City July 2025 - County	Near completion	Originally a City FEMA project, now a Coryell Co. / GLO - Project construction to begin November 2026
4	New PD building **USDA Rural Facilities grant**	March 2025	In Progress	Debt / grant consideration is due to clear USDA underwriting in next few weeks
5	Water Production Electric System Rehab	October 2025	In Progress	RFPs for major projects will be issued in next few months
6	Water Production Filter Media Replacement **HB 500/Governor's office**	January 2026	Scheduled	RFPcompleted in September 2026
7	Amend CCNs	January 2026	In progress	2nd round of application process
8	Downtown Wayfinding signs	February 2026	In progress	HOT funding approved, RFPs pending
9	Airport Master Plan **TXDOT Aviation grant**	February 2026	In progress	TXDOT RFP process in progress; contractor selection by Nov./Dec.
10	Issue all new Employee Handbook Policies by end of 2026	July 2026	In Progress	Complete re-write of Employee Handbook, 70 new policies to issue by Dec. 31
11	Hwy 36 gravity main replacement - **EPA grant**	July 2026	Scheduled	work will commence directly after easements signed
12	Complete negotiations with CCS re: purchase of 805 E. Main St.	July 2026	Near completion	negotiations for sale in progress - final agreement to council in Oct.
13	North Ft. Hood WWTP concept planning & submission to US DOD	August 2026	In progress	formal request that Ft. Hood build its own WWTP on-base
14	Stillhouse WWTP Phase 2 - OPCs & Planning	October 2026	In progress	issue RFPs for engineering, determine project cost & available funding
15	Gatesville Leadership Series	October 2026	Scheduled	invitations sent to local business leaders, clergy, for Feb.-Mar. 2027 program
16	Communication Director - department start-up & goals	October 2026	In progress	Patrice Gilbert, Communications Director, initiating new SOPs for Civic Center, building Communications Department goals & guidelines
17	Fire Department CIP - fire truck - potential **CDBG grant**	October 2026	In progress	exploratroy process to apply for grant for fire truck
18	City Hall / Auditorium parking lot reconstruction	October 2026	In progress	developing plan to close Saunders St. and construct parking lot with 60+ spaces
19	WSC Contracts - Grove & Coryell City	October 2026	In Progress	amendments propsoed by WSCs - city attorney review in progress

Recent & Upcoming Community Events



October 6 — **National Night Out**

October 11 — **LIVE Fest**

October 17 — **Harvest Fest**

October 24 — **Boozaar**

Upcoming Events

DATE	TIME	EVENT	LOCATION
Nov 3		Election	
Nov 11		Veteran's Day Holiday	
Nov 14	8:30a -12p	KGB Fall Sweep	Meet at Library
Nov 14	3p - 6pm	Corks & Kegs	Downtown Square
Nov 26 & 27		Thanksgiving Holiday	
Dec 1	5:30p -8:30p	Christmas at the Ballpark - Tree Lighting Ceremony	Sports Complex
Dec 12	10:00a	Christmas Parade	Main St.
Dec 12	5:30p -8:30p	Christmas at the Ballpark - Cocoa/Story Time	Sports Complex
Dec 19	5:30p -8:30p	Christmas at the Ballpark - Cocoa/Story Time	Sports Complex

Q&A

Thank You


City of
Gatesville
Parks & Recreation




FROM H-E-B
GATESVILLE
ANIMAL SHELTER

