

City Council Meeting

June 13, 2023

At

Gatesville Council Chamber

110 N. 8th Street

5:30 P.M.



INDEX
REGULAR CITY COUNCIL MEETING
JUNE 13, 2023
5:30 P.M.

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HEAR VISITORS/CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BUSINESS BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL FOR A MAXIMUM OF THREE (3) MINUTES. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS MEETING

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RESOLUTION 2023-65: MINUTES FROM REGULAR CITY COUNCIL MEETING MAY 23, 2023

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RESOLUTION 2023-67: A RESOLUTION BY THE CITY OF GATESVILLE; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES IN CONNECTION WITH THE STATEMENT OF INTENT TO CHANGE RATE CGS AND RATE PT OF ATMOS PIPELINE— TEXAS FILED ON OR ABOUT MAY 19, 2023; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

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**- RECESS REGULAR MEETING AND CALL AN EXECUTIVE SESSION -
THIS CLOSED MEETING IS IN ACCORDANCE WITH GOVERNMENT
CODE:**

**(a.) SECTION 551.072- DELIBERATIONS ABOUT REAL PROPERTY-
DELIBERATION REGARDING POTENTIAL SALE OF REAL PROPERTY
LOCATED AT 805 E. MAIN, GATESVILLE, TX 76528**

**(b.) SECTION 551.071- CONSULTATION WITH ATTORNEY REGARDING
PROJECT CONTRACTS**

END EXECUTIVE SESSION AND RECONVENE OPEN MEETING

**NO MEMO- DISCUSSION AND POSSIBLE ACTION REGARDING POTENTIAL SALE OF
REAL PROPERTY LOCATED AT 805 E. MAIN, GATESVILLE, TX 76528**

**NO MEMO- DISCUSSION AND POSSIBLE ACTION REGARDING CITY OF GATESVILLE
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**PAGE 77- CITY MANAGER'S REPORT: CAPITAL PROJECTS, FUTURE AGENDA
TOPICS**

NORTH FORT CAVAZOS FACT SHEET

NOTICE
THIS NOTICE IS POSTED IN COMPLIANCE WITH THE OPEN MEETING ACT
(TEX. GOV'T CODE CHAPTER 551, SEC. 551.041)

AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 13, 2023 AT 5:30 P.M
GATESVILLE COUNCIL CHAMBERS, 110 NORTH 8TH STREET, GATESVILLE, TEXAS 76528

An Open Meeting will be held concerning the following subjects:

1. Call to Order
2. Hear Visitors/Citizens Forum: At this time, any person with business before the Council not scheduled on the agenda may speak to the Council for a maximum of three (3) minutes. No formal action can be taken on these items at this meeting.
3. Discussion and possible action regarding the Consent Agenda: (all consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

Resolution 2023-65: Minutes from Regular City Council Meeting May 23, 2023.

Resolution 2023-66: Jurgensen Pump for the Belton Lake Intake Structure

Resolution 2023-67: Resolution by the City of Gatesville; authorizing participation in a coalition of similarly situated cities in connection with the statement of intent to change rate cgs and rate pt of Atmos Pipeline—Texas filed on or about May 19, 2023; authorizing participation in related rate proceedings; authorizing the retention of special counsel; requiring the reimbursement of municipal rate case expenses; finding that the meeting complies with the open meetings act; and making other findings and provisions related to the subject

4. Discussion and Possible action regarding an amendment to the Memorandum of Understanding between the Gatesville Police Department and the Gatesville Independent School District Police Department
5. Discussion and possible action regarding enforcement of Demolition Order Number 2022-02 issued on January 25, 2022, inspection report, renovation completion report and potential penalty regarding 2006 Bridge Street, Gatesville, Texas
6. Presentation regarding the Stillhouse Wastewater Treatment Plant expansion project- Walker Partners Engineers Senior Vice President- Joe Jenkins
7. Discussion and possible action authorizing the City Manager to execute Amendment No. 1 to the professional engineering services agreement with Walker Partners for the expansion/upgrades to the Stillhouse Wastewater Treatment Plant
8. Discussion and possible action authorizing the City Manager to purchase two bypass pumps for the Wastewater Operations
9. Discussion and possible action authorizing the City Manager to execute a 2023 Chlorine Dioxide contract extension with Evoqua
10. Discussion and possible action regarding the budget calendar for Fiscal Year 2023-2024
11. Recess Regular Meeting and call an Executive Session - Closed Meeting -----

The City Council of the City of Gatesville may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

Section 551.071 (1) (A) and (2) (Consultations with Attorney) and Section 551.072 (deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.76 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiation); Section 551.086 (meeting concerning municipally owned utility-competitive matters);

(a.) Section 551.072: Deliberation regarding potential sale of real property located at 805 E. Main, Gatesville, Tx 76528

(b.) Section 551.071: Consultation with City Attorney regarding project contracts

12. End Executive Session and Reconvene Open Meeting -----


13. Discussion and possible action regarding potential sale of real property located at 805 E. Main, Gatesville, Tx 76528

14. Discussion and possible action regarding City of Gatesville project contracts

15. City Manager's Report: Capital Projects, Future Agenda Topics

16. Adjourn Meeting

I hereby attest that the above agenda was posted on this the 9th day of June, 2023 by 5:00 p.m. on the official City of Gatesville website, www.gatesvilletx.com and the official bulletin boards at the Gatesville City Hall, 803 E. Main Street and Gatesville Council Chambers, 110 N. 8th Street, Gatesville, Texas.



Wendy Cole, City Secretary

The City of Gatesville council chambers are wheelchair accessible and accessible parking spaces are available at the back entrance of City Hall. Requests for accommodations or interpretive services must be made 24 hours prior to this meeting. Please contact the city secretary's office at 254-865-8951 or FAX 254-865-8320, or email wcole@gatesvilletx.com for further information.

REGULAR CITY COUNCIL MEETING
MAY 23, 2023 AT 5:30 P.M.
COUNCIL CHAMBER, 110 NORTH 8TH STREET,
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER REGULAR CITY COUNCIL MEETING AT 5:31 P.M. THIS 23RD DAY OF MAY, 2023

COUNCIL PRESENT: Mayor Gary Chumley, Councilmembers Barbara Burrow, Greg Casey, Claude Williams, Meredith Rainer, and Joe Patterson

REGRETS: Councilmember John Westbrook

CITY STAFF PRESENT: City Manager Scott L. Albert, City Secretary Wendy Cole, Finance Director Mike Halsema, Police Chief Brad Hunt, Building Inspector Robert Featherston, and Water Production Supervisor Zeb Veazey

OTHERS: Leo Corona, Thomas Haury, Lauren Morrell, Ken Mallach, and Gatesville Messenger Senior Writer Jeff Osborne

2) HEAR VISITORS/CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BUSINESS BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL FOR A MAXIMUM OF THREE (3) MINUTES. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS MEETING

Visitors present were only concerned with an agenda item.

3) CONSENT AGENDA (ALL CONSENT AGENDA ITEMS ARE CONSIDERED ROUTINE BY CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCILMEMBER REQUESTS AN ITEM BE REMOVED AND CONSIDERED SEPARATELY.)

RESOLUTION 2023-59: Minutes from Regular City Council Meeting May 9, 2023

RESOLUTION 2023-60: Appointment of City Manager Scott Albert as a Board Member to the Central Texas Council of Governments Executive Committee and Solid Waste Advisory Committee

Motion by Meredith Rainer, seconded by Barbara Burrow, to approve the Consent Agenda; all five voting "Aye", motion passed.

4) RECESS REGULAR MEETING AT 5:33 P.M. AND CALL -----

Public Hearing #1

Hear comments/receive evidence concerning the condition of the structure located at 506 ½ S. 6th Street, Gatesville, Texas, and related code or ordinance violations

City Manager Scott Albert said that in March 2023, the City's Building Inspector identified the home at 506 ½ S. 6th Street as a substandard structure violating multiple building codes. The Building Inspector's findings were based on the following evidence; 10% of an exterior wall is burned and decaying, the metal roof is not fastened to the structure, the back room/porch is collapsing, there is exposed electrical wiring throughout the dwelling, the bathroom floor is rotten, one of the bedrooms there is no flooring and the sheetrock has been removed from the walls, and the plumbing is substandard. The City's Building Inspector has determined there are multiple violations of the

International Residential and Property Maintenance Codes throughout the property. Pictures of the condition of the structure were included in the Council's books. Mr. Albert said that the Building Standards Commission (Council) will determine the appropriate action(s) required on the owner's part to bring the structure into compliance with City building standards.

The Building Inspector and City Manager's report recommended the Commission allow the owner to submit plans for repairing the home to the City by June 6 2023, with approved building permits from the City must be within the owner's possession by June 13, and repairs must be completed by December 4, 2023.

Mayor to Building Inspector: Mr. Featherston, were the owners/lienholders/mortgagees notified of tonight's public hearing? Mr. Featherston answered "Yes".

Mayor to City Secretary: Ms. Cole, has the notice of tonight's public hearing been posted, and will a tape recording be made of this evening's public hearing? Ms. Cole answered "Yes".

Mayor to Owner: Having heard the City Manager and Building Inspector's reports, do you wish to address the Council? The owner answered "Yes".

Mayor Chumley asked the owner to state his name and address for the record: Tom Haury, 2325 FM 2268, Salado, Tx. 76571.

Mayor administered the oath:

DO YOU SWEAR (OR AFFIRM) THAT THE TESTIMONY YOU GIVE BEFORE THE CITY OF GATESVILLE BUILDING STANDARDS COMMISSION WILL BE THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH?

Mr. Thomas Haury answered "I do".

Mr. Haury said that he currently has three (3) homes that he is renovating in Gatesville. The previous owner of 506 ½ South 6th Street approached him about purchasing the property and the closing was completed about the 8th of May. Two (2) dumpster loads of garbage have already been removed from the property and the structure stripped down to the stud walls. Mr. Haury said that he renovates houses for a living and is looking at a time line of six (6) months to complete this project. After the house is renovated, it will be put up for sale.

Mayor To Council serving as Building Standards Commission (BSC): Having heard the report from the Building Inspector and the testimony of the owner, the COMMISSION MUST DECIDE:

- Does the structure violate City building standards? BSC answered "Yes"
- The Owner has a plan to correct, does the Commission accept Owner's Plan? BSC answered "Yes"

Mayor to City Secretary: COMMISSION DECISION WILL BE CAPTURED IN ORDER BY CITY SECRETARY – **The Building Standards Commission of the City of Gatesville has determined:**
The Structure does violate City Building standards.

The owner will:

Repair the structure.

- 1) An extension to be done by December 4, 2023 has been ordered.
- 2) Is the Building Standards Commission satisfied with the scope of work? "Yes".

5) END PUBLIC HEARING AND RECONVENE REGULAR MEETING AT 5:45 P.M.

6) DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION OF WHETHER THE STRUCTURE LOCATED AT 506 ½ S. 6TH STREET GATESVILLE, TEXAS IS DILAPIDATED, SUBSTANDARD, UNFIT FOR HABITATION AND/OR A HAZARD TO PUBLIC

HEALTH, SAFETY AND WELFARE AND ACTION, IF ANY, THAT SHOULD BE TAKEN TO ADDRESS ANY SUCH CONDITION

Mayor Chumley asked if there was a motion regarding 506 ½ South 6th Street, Gatesville, Tx

RESOLUTION 2023-61: Motion by Joe Patterson; seconded by Claude Williams; to approve the Building Standards Commission Order No. 2023-01 requiring the owner of 506 ½ South 6th Street, Gatesville, Tx, to submit a complete set of plans to the City for repair by June 6, 2023, and approved building permits from the City must be within the owner's possession by June 13, 2023, and an update from the City Building Inspector to the Building Standards Commission at the Council meeting on September 26, 2023, with all repairs to the structure completed by December 4, 2023; all five Councilmembers serving as the Building Standards Commission voting "Aye," motion passed.

7) RECESS REGULAR MEETING AT 5:46 P.M. AND CALL -----

Public Hearing #2

Hear comments/receive evidence concerning the condition of the structure located at 506 N. Lutterloh Avenue, Gatesville, Texas, and related code or ordinance violations

The City Council – serving as the duly designated Building Standards Commission for the City of Gatesville – will conduct a public hearing on a structure located at 506 North Lutterloh Avenue that the City Building Inspector has determined violates one or more codes adopted by the City Council of the City of Gatesville.

The Building Standards Commission will receive the City Manager's and Building Inspector's Report which will detail the specific code deficiencies. After that, the owner or owners or anyone holding an interest in the property will be allowed to address the Commission if they wish to make the repairs, detailing the scope of work required to bring the structure into compliance with codes. That scope should contain:

- what they intend to do to remedy the deficiencies;
- when the corrections will be made

City Manager Scott Albert said that in March 2023, the City's Building Inspector identified the home at 506 N. Lutterloh Avenue, as a substandard structure violating multiple building codes. The Building Inspector's findings were based on the following evidence; the back wall has a large hole allowing for further deterioration/decaying of the structure, unsuitable foundation, exposed electrical wiring, broken windows, substandard plumbing, floor is decaying, and the roof is deteriorating. The City's Building Inspector has determined there are multiple violations of the International Residential and Property Maintenance Codes throughout the property. City Inspector Robert Featherston said that although both the owner and the lien company were not in attendance at tonight's meeting; they are both interested in repairing the structure. The owner's lawyer called and asked for an extension and was told that the plan recommended would be to allow the owner to submit plans for repairing the home to the City by June 6 2023, with approved building permits from the City must be within the owner's possession by June 13, and repairs must be completed by December 4, 2023. The lawyer had not responded by tonight's meeting.

The Commission will need to answer the question:
Does the structure in its current condition violate building standards? "Yes"

City Inspector Featherston has determined that the owner desires to make repairs to bring the structure into compliance and Inspector Featherston's recommendation is to allow the owner to submit plans for repairing the home to the City by June 6 2023, with approved building permits from the City must be within the owner's possession by June 13, and repairs must be completed by December 4, 2023.

Mayor to Building Inspector: Mr. Featherston, were the owners/lienholders/mortgagees notified of tonight's public hearing? Mr. Featherston answered "Yes".

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Mayor to Building Inspector: Mr. Featherston, were the owners/lienholders/mortgagees notified of tonight's public hearing? Mr. Featherston answered "Yes".

Mayor to City Secretary: Ms. Cole, has the notice of tonight's public hearing been posted, and will a tape recording be made of this evening's public hearing? Ms. Cole answered "Yes".

The Building Standards Commission of the City of Gatesville has determined:
The Structure does violate City Building standards.
The owner will:

Repair the structure. An extension to be done by December 4, 2023 has been ordered.

8) END PUBLIC HEARING AND RECONVENE REGULAR MEETING AT 5:54 P.M.

9) DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION OF WHETHER THE STRUCTURE LOCATED AT 506 N. LUTTERLOH AVENUE, GATESVILLE, TEXAS IS DILAPIDATED, SUBSTANDARD, UNFIT FOR HABITATION AND/OR A HAZARD TO PUBLIC HEALTH, SAFETY AND WELFARE AND ACTION, IF ANY, THAT SHOULD BE TAKEN TO ADDRESS ANY SUCH CONDITION.

Mayor Chumley asked if there was a motion regarding 506 North Lutterloh Avenue, Gatesville, Tx.

RESOLUTION 2023-62: Motion by Barbara Burrow; seconded by Meredith Rainer; to approve the Building Standards Commission Order No. 2023-02 requiring the owner of 506 North Lutterloh Avenue, Gatesville, Tx, to submit a complete set of plans to the City for repair by June 6, 2023, and approved building permits from the City must be in the owner's possession by June 13, 2023, and all repairs to the structure completed by December 4, 2023; all five Councilmembers serving as the Building Standards Commission voting "Aye," motion passed.

10) DISCUSSION AND POSSIBLE ACTION REGARDING ENFORCEMENT OF DEMOLITION ORDER NUMBER 2022-02 ISSUED ON JANUARY 25, 2022 AND RENOVATION COMPLETION REPORT AND POTENTIAL PENALTY REGARDING 2006 BRIDGE STREET, GATESVILLE, TEXAS

City Manager Albert reminded the Council that on November 8, 2021, the Building Inspector determined that the structure at 2006 Bridge Street did not meet the City's building codes and was classified as substandard. The property was sold to in early 2022, and the Commission granted multiple extensions to the new owner to remodel/repair the house. On November 15, 2022, Mr. Wilson (new owner) appeared before the Commission with an update regarding the repairs to the house. The Commission approved an extension until February 28, 2023. However, citations would be issued if not completed by then. Since February 2023, there have been multiple email exchanges between Mr. Wilson and the staff regarding the progress of the repairs. This evening the Commission will hear from Mr. Wilson/ representative regarding how he is progressing with repairs, and the Commission needs to determine if they wish to provide Mr. Wilson with another extension.

City Inspector, Robert Featherston, said that there was no one in attendance to give an update of the repairs. Mr. Wilson's representative called Mr. Featherston right before 5:00 pm today and said that he tried to call City Manager Albert to say that he would not be able to be attend tonight's meeting.

City Manager Albert said that staff recommends granting the property owner until September 1, 2023, to complete repairs/remodeling of the house. If the homeowner fails to meet the deadline for completing the repairs/ remodel, the Commission will consider proceeding with demolition.

Mr. Featherston reported that the progress is coming along but not very fast. The first inspection was done yesterday (which had been promised for months) and failed due to a very long list of issues. The list included issues with the plumbing and electrical/electrician doing the work.

Following a lengthy discussion with the City Manager, Building Inspector, and Police Chief Brad Hunt, regarding demolition, licensed technicians, and citations, Mayor Chumley asked for a motion.

RESOLUTION 2023-63: Motion by Barbara Burrow; seconded by Claude Williams; to order property owner, Mr. Josiah Wilson until June 13, 2023, to pass inspections of plumbing, electrical, heating, ventilation, and air conditioning; and if not complete daily citations will commence, with consideration of demolition proceedings; all five Councilmembers serving as the Building Standards Commission voting "Aye," motion passed.

11) DISCUSSION AND POSSIBLE ACTION REGARDING THE PURCHASE OF A PUMP FOR THE BELTON LAKE INTAKE STRUCTURE

City Manager Albert said that there are four pumps at the intake structure at Belton Lake and that one of the four pumps lost a bearing, leading to the pump locking up and becoming inoperative. Although there are still three operating pumps, one of the three pumps is an original pump that was installed when the intake structure was first built and has limited pumping capacity. If the Treatment Plant attempts to operate the intake structure with only three pumps which includes the one with limited pumping capacity there is a risk losing a second pump which would require the city to implement mandatory water rationing.

Staff received an estimate from Global Pump Solution, a member of BuyBoard (purchasing coop), to replace the third pump at the cost of \$136,150.00. Global Pump Solutions will subcontract this project to Jurgensen Pump, who is familiar with the pumps at the City's intake structure. The cost of this project will be paid for from the utility fund balance.

Following a brief discussion which included Water Plant Supervisor Zeb Veazey, Mayor Chumley asked for a motion.

RESOLUTION 2023-64: Motion by Greg Casey; seconded by Claude Williams; to approve the purchase of a pump for the Belton Lake intake structure from Global Pump Solutions in the amount of \$136,150.00 which will be paid for with proceeds from the utility fund balance; all five voting "Aye," motion passed.

12) DISCUSSION AND POSSIBLE ACTION REGARDING FISCAL YEAR 2024 BUDGET GOALS

City Manager Albert invited Council's input as he presented the preliminary budget goals for Fiscal Year 2024 which also included goals that were based upon goals set by previous City Manager Parry:

1. Maintain current service levels with a balanced budget and maintain the current property tax rate.
2. Begin construction on the Stillhouse WWTP expansion. The project will likely not start until late fall and take roughly 18 months to complete.
3. Execute a professional service agreement with Walker Engineering to commence preparing a water master plan. The estimated cost for developing a water master plan would be between \$250,000-\$300,000; costs for preparing the plan would be split over at least two fiscal years. It will take roughly two and half years to complete the water master plan. Staff would like to commence this study as soon as possible which would encompass the city as well as the whole regional system.
4. Identify and implement an infrastructure project utilizing the Coronavirus Local Fiscal Recovery Funds (CLFRF). The CLFRF may need to be used toward the Stillhouse Waste Water Treatment Plant expansion as staff is anticipating that the cost for this project is going to more than expected. Currently the cost is looking to increase by approximately \$2 million.
5. Prepare a concept plan for a new police department and estimated construction cost.

6. Replace the force main from the Holiday Inn to the Intermediate Lift Station south of Pate Drive.

This section of the force main routinely needs to be serviced or repaired. This section of the force main hampers future growth in this area of Gatesville.

The following two budget goals are key to enhancing the city's economic growth. Council and Staff need to assess our city's unique characteristics and assets that could attract businesses and tourist. This includes natural resources, cultural heritage, available land & buildings. Remember that attracting business and tourism requires a long-term commitment and a comprehensive approach. The following two budget goals will help us set the foundation that is crucial in having a clear vision for developing the downtown area and enhancing our retail sectors throughout the community.

7. Solicit proposals from design firms (MESA Design Group, TBG, etc.) to develop a vision and business strategy for developing the Leon River, the downtown area, and the city auditorium into a tourist/vacation destination. The cost is estimated to be approximately \$150,000 to \$175,000 and would be a long-term commitment with the chosen design firm.
 - The river, downtown, and city auditorium are resources routinely seen by locals and visitors as great assets for the city with untapped potential. We need to develop a unified vision tying all three of these community assets into a business strategy that ultimately leads to a district that becomes an economic engine for the community.
 - Through the proposal process, the city will identify a firm that works well with the community but also a firm with a variety of development services (development strategies, design, master planning, etc.) that will help the city optimize the value of the real estate assets we have at our disposal.
8. Retain the Retail Coach firm to help identify retailers & developers we can recruit now.
 - While budget goal number seven focuses on a specific area of the city in developing a vision and business strategy. This budget goal will create an analysis of the city's current retail market and identify retailers and developers we can recruit today. This budget goal could cost approximately \$40,000 to \$50,000.

Following the presentation there was a lengthy discussion on the City Manager's experience with design firms and concept strategy. Also discussed were other past priorities that included a Public Works Director and an Information Technology Director and accomplishing all these things without raising the tax rate.

The Civic Center Manager vacant position was briefly discussed. Mr. Albert said that it is set to be advertised soon with interviews to be conducted within a few weeks.

City Manager Albert reminded the Council that these were just preliminary goals to be considered and that a motion is not currently necessary. On June 13, staff will present a final list of FY 24 budget goals, at which time the City Council will consider approving. The budget calendar will also be presented.

13) MAYOR CHUMLEY STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, WILL CONVENE IN A CLOSED MEETING ON THIS 23RD DAY OF MAY, 2023 BEGINNING AT 6:48 P.M. AND ANNOUNCED THE SUBJECT TO BE DISCUSSED:

THIS CLOSED MEETING IS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 551.074- PERSONNEL MATTERS- TO DELIBERATE THE DUTIES OF THE CITY MANAGER

14) MAYOR CHUMLEY RECONVENED THE OPEN MEETING AND STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, ENDED ITS CLOSED MEETING AT 7:24 P.M. ON THIS 23RD DAY OF MAY, 2023

Councilmember Rainer departed the meeting at 7:24 p.m. and quorum was maintained.

15) DISCUSSION AND POSSIBLE ACTION REGARDING THE DUTIES OF THE CITY MANAGER

There was no action as a result of the Closed Meeting.

16) CITY MANAGERS REPORT:

Stillhouse WWTP Expansion (Update).

On May 15, the project advertised for bids (CivCast); a pre-bid conference was held on May 22. The bids are currently scheduled to be open on June 20th. After Walker Engineering and the TWDB review the bids, the preferred bidder will be presented to the City Council for consideration, possibly on August 22. We anticipate construction to start this fall and continue for 18 months from the start date.

Brownfields Cleanup Grant for the Rotunda (Update).

On May 15, the EPA approved the City's Community Relation Plan (CRP), which is a guide on facilitating communication with the community regarding the cleanup and re-development of the site. The EPA has also given the city the green light to proceed with the demo once we have confirmed that the state has reviewed and approved the Analysis of Brownfields Cleanup Alternatives regarding the asbestos removal.

Governors Community Achievement Awards (Update).

In 2021, Gatesville was recognized as a GCAA winner for various initiatives implemented by the Keep Gatesville Beautiful Committee, including the recycling program at the public works yard, partnerships with Fort Hood soldiers on various cleanup and beautification projects, etc. The city's award for our Keep Gatesville Beautiful initiatives is a TxDOT- designed and constructed monument located at the southwest corner of the intersection of SH 36 and Business 36. The monument will be a 229-foot-long limestone wall roughly 4.5 feet tall, surrounded by landscaping that will include trees and perennial plants. Construction was supposed to start this week but there have been issues with receiving materials. There will be a place where two plaques can be placed on the monument and conduit will be installed for lighting. Irrigation will be installed and the city will need to place the meter. Maintenance and up keep details regarding the monument after it is completed are still being discussed with TxDOT. A Ground Breaking and/or Ribbon Cutting Ceremony was discussed to be scheduled.

Nextlink – Fiber Internet Service.

On March 22, 2023, Nextlink started installing fiber internet service east of SH 36 and estimates it will take roughly six months to install fiber throughout the city. GAC is the contractor installing the fiber on behalf of Nextlink. Residents should; rest assured that GAC/Nextlink are committed to making the construction process as easy as possible for everyone. If the public has any questions or concerns, they can call 855-903-4169 or email nextlinkinternet.com/construction.

17) ADJOURN MEETING AT 7:30 P.M., THIS 23RD DAY OF MAY, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary M. Chumley
Mayor



Agenda Item #3 Resolution 2023-66

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Jurgensen Pump for the Belton Lake Intake structure.

Information:

On May 23, 2023, the City Council approved a proposal from Global Pump Solutions to replace all components of the raw water #4 intake pump at Lake Belton for \$136,150. The understanding was that this purchase was made through the Buy Board purchasing cooperative and would be subcontracted to Jurgensen Pump. However, it has come to our attention that while Global Pump Solutions provided the city with a registered Buy Board number, the registration only covers labor hours and not the pumping components.

After discussing this matter with the City Attorney, he recommends that we can avoid going through the competitive bid process for the pump repairs by declaring this purchase as an exemption under Texas Local Government Code 252.022 (2), which states that an exemption applies to "a procurement necessary to preserve or protect the public health or safety of the municipality's residents".

Based on the City Attorney's advice, the staff proposes proceeding with Jurgensen for the repair of pump #4 at a cost of \$122,000.00. This amount is \$14,150 less than what the City Council approved on May 23, 2023. Jurgensen has extensive experience working on the pumps at the intake structure and has a strong working relationship with our staff. They are the City's preferred vendor for this type of work on the Lake Belton intake structure.

Financial Impact:

The estimate provided by Jurgensen Pump for repairing the intake pump is \$122,000.00. The cost will be covered by the water department's capital outlay account. The city Council will need to amend this budget lien item before the end of the year.

Staff Recommendation:

The staff recommends that the City Council proceed with engaging Jurgensen Pump for the repair of pump #4 at the Lake Belton intake structure.

Motion:

I move to authorize the City Manager to retain Jurgensen for the repair of pump #4 at the Lake Belton intake structure.

Attachments:

- Jurgensen Pump estimate.

Staff Contacts:

Scott Albert, City Manager – salbert@gatesvilletx.com



JURGENSEN PUMP, LLC
PO Box 710
Valley Mills, TX 76689

Estimate

Date	Estimate #
5/19/2023	5716

REGULATED BY THE TEXAS
 DEPARTMENT OF LICENSING &
 REGULATIONS PO BOX 12157
 AUSTIN, TX 78711
 LICENSE #54576

Name / Address

City of Gatesville
 803 Main Street
 Gatesville, TX 76528

WARRANTY: New well equipment is covered by
 Manufacturer's Warranties and these warranties are
 the responsibility of the Manufacturers.
LABOR WARRANTY: Is 30-days from
 installation of new well equipment

Project

Raw Water Pump #4

Description	Qty	Cost	Total
City of Gatesville - Raw Water Pump #4 350HP / 3Ph / 2300V / 1800RPM 3,500 GPM @ 275 FT TDH			
Field Service for Crew to Pull Raw Water Pump #4 The shaft was broke just below the pump to motor coupling. The stuffing box was also missing. As the pump was pulled, the stuffing box was found on top of the top spider. The top shaft was gone. Everything came out of the hole except the bowl assembly, top shaft and one coupling. Note: Price includes labor and mileage	1	3,850.00	3,850.00
Repair Raw Water Pump - Replace Bowl Assembly - Simflo SM14HH-4 Stage - Replace SS Basket Strainer - Replace 14" x 58.75" Flanged Bottom Column Pipe - Reuse (8) 14" x 58.75" Flanged Intermediate Column Pipe - Replace (10) 14" x 58.75" Flanged Intermediate Column Pipe - Replace 14" x 58.75" Flanged Top Column Pipe - Replace (20) 1-15/16" Bronze Backed Rubber Column Bearings - Replace Column Bolting 7/8" 18-8SS - Replace (19) 1-15/16" x 58.75" 416SS Shafts T&C - Replace Top Shaft 1-15/16" 416SS - Replace 3-Piece Pump to Motor Coupling - Reuse Fab Steel Discharge Head - Replace 1-15/16" Stuffing Box - Blast & Epoxy Coat all flanged Column Pipes	1	107,350.00	107,350.00
Field Service for Crew to Install Raw Water Pump - Includes Start-Up Services	1	10,800.00	10,800.00
Quote valid for 30 days!		Subtotal	\$122,000.00
		Sales Tax (0.00)	\$0.00
		Total	\$122,000.00



Agenda Item #3 Resolution 2023-67

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding a resolution authorizing participation in a coalition of cities in connection with the statement of intent change rates of the Atmos pipeline filed on May 19, 2023; authoring participation in related rate proceedings; authoring the retention of special counsel; requiring the reimbursement of municipal rate case expenses.

Information:

On May 19, 2023, Atmos Pipeline Texas (referred to as APT or Atmos) submitted a Statement of Intent to the Railroad Commission, proposing an increase in City gate service rates (Rate CGS) and pipeline transportation rates (Rate PT). As per statutory rights, cities can intervene in ratemaking proceedings before the Railroad Commission, including the request submitted by Atmos on May 19th.

This evening, the City Council will consider a resolution authorizing the city to participate with other cities in a coalition known as Atmos Texas Municipalities (ATM) to intervene in the ratemaking proceedings. It is crucial for the city to participate in these proceedings as the final decision will directly impact rates within our jurisdiction.

The law firm of Herrera & Associates has been appointed to represent the coalition of cities (ATM). Mr. Herrera has previously represented cities in rate-related matters involving Atmos APT and possesses substantial experience in rate case proceedings, particularly in dealing with APT and the Railroad Commission. As per statute, cities are entitled to reimbursement of their reasonable rate case expenses from Atmos. Mr. Herrera and consultants will submit monthly invoices to a member (City of Longview) of the ATM coalition, which will forward the invoices to Atmos for reimbursement. Per Mr. Herrera, no city is out of pocket expenses related to a ratemaking proceeding.

Therefore, the proposed rate increase by APT will likely impact the rates for citizens and businesses in the City of Gatesville. The tables below illustrate the potential impact of the rate increases.

Capacity Charges

Rate Schedule	Current Capacity Charge per MMBtu of MDQ	Proposed Capacity Charge per MMBtu of MDQ	Difference
Rate CGS – Mid-Tex	\$17.96538	\$21.25175	\$3.28637
Rate PT	\$9.80882	\$16.73056	\$6.92174

Rate Schedule	Current Working Gas in Storage Charge	Proposed Working Gas in Storage Charge	Difference
Rate CGS – Mid-Tex	\$0.38317	\$0.54745	\$0.16428

The customer charge on a customer's bill is calculated by multiplying the "Maximum Daily Quantity" ("MDQ"), by the capacity charges shown in the table above.

Usage Charge

Rate Schedule	Current Usage Charge per MMBtu	Proposed Usage Charge per MMBtu	Difference
Rate CGS – Mid_Tex	\$0.02785	\$0.03253	\$0.00468
Rate PT	\$0.01325	\$0.01937	\$0.00612

The resulting revenue increase for each rate class, based on the above rates, is as follows:

Rate CGS – Mid-Tex – 15.49%

Rate PT – 64.10%

Staff Recommendation:

The staff recommends that the City Council agrees to intervene in the APT's pending rate proceeding at the Railroad Commission as part of the coalition of similarly-situated municipalities known as the Atmos Texas Municipalities (ATM).

The staff also recommends that the City Council agrees to retain the law firm of Herrera Law & Associates, to represent the City's interest in matters related to APT's rate proceeding, including any appeals, and to advise the City regarding APT's application.

Furthermore, the staff recommends that the City Council approve the attached resolution, which authorizes intervention in the ratemaking proceedings at the Railroad Commission and any related proceedings, retains the law firm of Herrera Law & Associates, and directs Atmos to reimburse the coalition of cities for our rate case expenses.

Motion:

I motion to approve Resolution NO. 2023-67.

Attachments:

- Agenda information sheet from Herrera Law firm.

Staff Contacts:

Scott Albert, City Manager – salbert@gatesvilletx.com

AGENDA INFORMATION SHEET
ITEM NO. 3- CONSENT AGENDA

**INTERVENTION IN THE RAILROAD COMMISSION OF TEXAS
PROCEEDING RELATED TO THE STATEMENT OF INTENT FILED
BY ATMOS PIPELINE TEXAS ON OR ABOUT MAY 19, 2023 IN CAASE
NO. 00013758**

BACKGROUND

On about May 19, 2023, Atmos Pipeline Texas (“APT” or “Atmos”) submitted a Statement of Intent with the Railroad Commission of Texas to raise “Rate CGS” (“city gate service”) and Rate PT (“pipeline transportation”). This request represents an increase in revenue of approximately \$119.4 million or a 14.40% increase over current revenues.

The proposed increase directly affects the following firm transportation customers: Atmos Energy Corp., Mid-Tex Division; Co-Serv Gas Ltd.; the City of Rising Star; the City of Navasota; Corix Utilities, Inc.; Terra Gas Supply; Terra Gas Service, Co.; and WTG Marketing, Inc. In addition, there are 70 interruptible customers who take service under “Rate PT – Pipeline Transportation” and that will be affected by this rate increase request.

It is expected that Atmos MidTex (the distribution gas-utility company) will pass along to its customers, APT’s proposed increase in rates. Thus, the rates that the City’s citizens and businesses, and the City as a consumer of gas-utility services pay Atmos Texas MidTex (the distribution gas-utility company), will likely be affected by APT’s proposed rate increase.

On a rate schedule basis, the impact is as follows:

Capacity Charges

Rate Schedule	Current Capacity Charge per MMBtu of MDQ	Proposed Capacity Charge per MMBtu of MDQ	Difference
Rate CGS – Mid-Tex	\$17.96538	\$21.25175	\$3.28637
Rate CGS – Other	\$17.96538	\$21.25175	\$3.28637
Rate PT	\$ 9.80882	\$16.73056	\$6.92174

Rate Schedule	Current Working Gas in Storage Charge	Proposed Working Gas in Storage Charge	Difference
Rate CGS – Mid-Tex	\$0.38317	\$0.54745	\$0.16428

The customer charge in a customer's bill is the "Maximum Daily Quantity" ("MDQ"), multiplied by the capacity charges shown in the table above.

Usage Charge

Rate Schedule	Current Usage Charge per MMBtu	Proposed Usage Charge per MMBtu	Difference
Rate CGS – Mid-Tex	\$0.02785	\$0.03253	\$0.00468
Rate CGS – Other	\$0.02785	\$0.03253	\$0.00468
Rate PT	\$0.01325	\$0.01937	\$0.00612

The resulting revenue increase for each class based on the above rates is as follows:

Rate CGS – Mid-Tex - 15.49%;
Rate CGS – Other – 14.92%; and
Rate PT – 64.10%.

APT seeks a Return on Equity (ROE) of 13.5% and a capital structure weighted toward equity – 60.44% Equity and 39.56% Debt, which results in an overall rate of return of 9.73%. More recently the ROE the Railroad Commission has approved have been materially lower than APT is requesting.

APT also seeks to revise its depreciation rates for its capital assets.

REPRESENTATION

The law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) has previously represented the Atmos Texas Municipalities ("ATM") in rate matters involving APT as well as other Texas cities in rate case matters. Thus, the law firm of Herrera Law & Associates, PLLC has substantial experience in rate case matters generally and specifically in dealings with APT and the Railroad Commission of Texas ("Commission").

INTERVENTION AT THE RAILROAD COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

The Railroad Commission of Texas has exclusive jurisdiction over APT's rates. However, cities have a statutory right to intervene in ratemaking proceedings before the Railroad Commission when the rates at issue may have an impact on the City or its residents' rates. APT's increase in rates will be passed on to its "wholesale" customers, including APT's affiliated distribution division, Atmos Energy – MidTex Division. The ATM cities are served by Atmos Energy-MidTex Division. It is important to participate in the Commission's proceedings related to APT's rate application because its final decision will impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Railroad Commission including any related commission and court proceedings.

RATE CASE EXPENSES

Cities, by statute, are entitled to reimbursement of their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to a member ATM city that will be forwarded to APT for reimbursement.

ACTION: INTERVENTION IN THE RAILROAD COMMISSION PROCEEDING PERTAINING TO APT'S RATE CASE

Unlike proceedings brought by gas distribution utilities to increase rates, Texas municipalities do not have jurisdiction over the rates of gas pipeline companies. Under Texas law, the Railroad Commission of Texas has exclusive original jurisdiction over the rates of gas pipeline companies. But cities have a statutory right to intervene in ratemaking proceedings before the Railroad Commission when the rates at issue may have an impact on the City or its residents' rates. Therefore, the City's opportunity to evaluate and affect APT's proposed rate increase is to intervene as a party in the pending APT rate proceeding at the Railroad Commission of Texas.

RECOMMENDATION

It is recommended that the City authorize intervening in APT's pending rate proceeding at the Railroad Commission as part of the coalition of similarly-situated municipalities known as the Atmos Texas Municipalities (ATM).

It is also recommended that the City retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to APT's rate proceeding at the Railroad Commission, including any appeals, and to advise the City with regard to APT's application.

To ensure full participation in the proceedings at the Railroad Commission, it is recommended that the City take action authorizing intervention at its earliest opportunity in order to maximize the benefits of participation as a party in the proceedings at the Railroad Commission.

The accompanying Resolution, if adopted:

1. Authorizes intervention in the ratemaking proceedings at the Railroad Commission of Texas and any related proceedings, regarding Atmos Pipeline Texas;
2. Retains the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to APT's rate proceeding; and
3. Directs APT to reimburse ATM's rate-case expenses.

RESOLUTION NO. 2023-67

RESOLUTION BY THE CITY OF GATESVILLE; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES IN CONNECTION WITH THE STATEMENT OF INTENT TO CHANGE RATE CGS AND RATE PT OF ATMOS PIPELINE—TEXAS FILED ON OR ABOUT MAY 19, 2023; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, Atmos Pipeline—Texas (“APT”) filed a Statement of Intent with the Railroad Commission of Texas on or about May 19, 2023 to increase Rate CGS and Rate PT; and

WHEREAS, APT plans to increase its revenue requirement by approximately \$119.4 million, representing an increase of approximately 14.40%; and

WHEREAS, the impact on customers, on a rate-schedule basis, is as follows:

Capacity Charges

Rate Schedule	Current Capacity Charge per MMBtu of MDQ	Proposed Capacity Charge per MMBtu of MDQ	Difference	Percentage Increase
Rate CGS (“City Gate Service”) – MidTex	\$9.1275	\$11.24146	\$2.11396	23%
Rate CGS – Other	\$9.1275	\$11.24146	\$2.11396	23%
Rate PT (“Pipeline Transportation”)	\$4.8331	\$7.70001	\$2.86691	59%

The customer charge in a customer’s bill is the “Maximum Daily Quantity” (“MDQ”), multiplied by the capacity charges shown in the table above.

Usage Charge

Rate Schedule	Current Usage Charge per MMBtu	Proposed Usage Charge per MMBtu	Difference	Percentage Increase
Rate CGS – Mid-Tex	\$0.0276	\$0.02785	\$0.00025	1%
Rate CGS – Other	\$0.0276	\$0.02785	\$0.00025	1%
Rate PT	\$0.0163	\$0.01325	(\$0.00305)	-19%

WHEREAS, APT seeks a Return on Equity (ROE) of 13.5%; a capital structure weighted toward equity – 60.44% Equity and 39.56% Debt, which results in an overall rate of return of 9.73%; and

WHEREAS, APT’s rate request consists of a voluminous amount of information including APT’s rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating APT’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by APT to change rates, has in the past joined with other local regulatory authorities to form the Atmos Texas Municipalities (“ATM”) and hereby continues its participation in ATM; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of APT’s application to increase rates; and

WHEREAS, APT filed a statement of intent to increase rates with the Railroad Commission of Texas, and therefore the decision of the Railroad Commission of Texas will have an impact on the rates paid by the City and its citizens who are customers of APT or of Atmos Energy’s distribution division, MidTex Division, and in order for the

City's participation to be meaningful, it is important that the City promptly intervene in such proceedings at the Railroad Commission of Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE THAT:

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City authorizes intervention in proceedings related to APT's Statement of Intent before the Railroad Commission of Texas and related proceedings, including in courts of law, as part of the coalition of cities known as the Atmos Texas Municipalities ("ATM").

Section 3. The City hereby orders APT to reimburse the City's rate case expenses as provided in the Gas Utility Regulatory Act and that APT shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving APT before the Railroad Commission of Texas or any court of law.

Section 4. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving APT before the Railroad Commission of Texas or any court of law and to retain such experts as may be reasonably necessary for review of APT's rate application subject to approval by the City.

Section 5. The City, or its designee member city in the Atmos Texas Municipalities, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to APT for reimbursement.

Section 6. A copy of this resolution shall be sent to APT, care of Mr. Jared Geiger, Vice President – Rate & Regulatory Affairs, 5420 LBJ Freeway, Suite 1557, Dallas, Texas, 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703.

Section 7. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor- Gary M. Chumley

ATTEST:

City Secretary- Wendy Cole



Agenda Item #4

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding an amendment to the Memorandum of Understanding between the Gatesville Police Department and the Gatesville Independent School District Police Department.

Information:

On February 14, 2023, the City Council approved a Memorandum of Understanding (MOU) between the Gatesville Police Department and the Gatesville Independent School District Police Department concerning law enforcement cooperation between the two agencies.

Chief Hunt proposes amending the MOU by removing the paragraph on page four which states, "Gatesville PD, the 911 PSAP for the northern part of Coryell County, which includes GISD jurisdiction, will forward all 911 call information pertaining to GISD through the Coryell County Sheriff's Office Dispatch, as they are the primary dispatch center for GISD PD." The proposed replacement language is as follows: "Gatesville PD, the 911 provider of the GISD PD jurisdiction, shall transmit all 911 call information on a radio frequency agreed to be received by the GISD PD".

In essence, the revised MOU stipulates that we will no longer transfer 911 calls from the GISD to the Sheriff's office. Instead, our Police Department Dispatch will handle all service calls for the GISD PD.

Staff Recommendation:

The staff recommends that the City Council approve the revised Memorandum of Understanding between the Gatesville Police Department and Gatesville Independent School District.

Motion:

I move to approve the revised Memorandum of Understanding between Gatesville and Gatesville ISD for law enforcement cooperation.

Attachments:

- Memorandum of Understanding between Gatesville and Gatesville ISD for Law Enforcement Cooperation

Staff Contacts:

Brad Hunt, Police Chief – bhunt@gatesvilletx.com

**MEMORANDUM OF UNDERSTANDING BETWEEN GATESVILLE
AND GATESVILLE ISD
FOR LAW ENFORCEMENT COOPERATION**

This Memorandum of Understanding (MOU) is made by and between the Gatesville Police Department ("Gatesville PD") and the Gatesville ISD Police Department ("GISD PD").

WHEREAS the Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that outlines reasonable communication and coordination of efforts between the department and the agencies;

WHEREAS the parties acknowledge that they share overlapping and concurrent jurisdiction and agree to provide each other mutual aid and assistance within such overlapping jurisdictions in accordance with the terms and conditions of this Agreement;

WHEREAS this document shall serve as the MOU addressing the requirements of Section 37.081 of the Texas Education Code and the intentions of the parties;

WHEREAS Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS the City of Gatesville ("City"), Texas is a home rule municipality and local government as set forth in Texas Government Code § 791.003 (4); and

WHEREAS the Gatesville ISD (GISD) is a Texas School District and local governmental entity as set forth in Texas Government Code § 791.003; and

WHEREAS the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments, if any from current revenues legally available to each party.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, under the authority of Chapter 791 of the Texas Government Code and Chapter 37.081 of the Texas Education Code, the parties agree as follows:

Article 1 - Mutual Aid

Gatesville ISD PD will have primary jurisdiction, while GPD will have secondary jurisdiction, over GISD Property (as that term is defined herein below) within the city limits and extra territorial jurisdiction of the City of Gatesville. Gatesville PD and GISD PD may provide each other mutual aid within their concurrent jurisdictions. With respect to matters within their concurrent and overlapping jurisdictions, Gatesville PD and GISD PD may act as back-up for each other and may assist each other in investigations, crowd control, and crime scene control. The GISD PD shall answer all calls for service involving GISD Property and buildings and may request assistance from the Gatesville PD. The Gatesville PD, if able, agrees to assist the GISD PD in response to

barricaded person, hostage incidents, or bomb threats occurring on GISD campuses. The Gatesville PD will share detailed intelligence information regarding campus crime and / or related student behavior with the GISD PD. The Gatesville PD will agree to provide officer safety assistance and assist with officer back-up to officers employed by GISD PD when requested during emergency situations as described above. The Gatesville PD agrees to assist GISD PD in responding to active shooter incidents on GISD campuses and facilities. Active Shooter Incident Management calls for the establishment of Unified Command. Both the Gatesville PD and GISD PD will participate in Unified Command as appropriate. Under this agreement, the Gatesville PD Chief of Police will be recognized as the EOC for major law enforcement incidents occurring in the jurisdiction of the City of Gatesville, except that the GISD Chief of Police will be recognized as the EOC for major law enforcement incidents occurring on all GISD campuses or facilities. Gatesville PD has authority to take actions to preserve life or safety of persons on GISD campuses or property, as necessary. In the case of an active shooter incident, the first responding officer(s) whether Gatesville PD or GISD PD, to encounter an active shooter should neutralize that threat immediately without the need to ask for jurisdictional permission. Once the active shooter has been neutralized, the GISD Chief of Police becomes the incident commander supported by the Gatesville PD.

Article 2 – GISD PD Jurisdiction

- 1) GISD PD shall have primary jurisdiction of and over GISD property, including real and personal property located inside and outside the boundaries of GISD that is owned, leased, rented, or otherwise under the control of GISD. Additionally, Gatesville PD shall have full concurrent jurisdiction with GISD PD in the event any GISD vehicle or bus is involved in a crash of any sort or in the case of any other violation of laws of the State of Texas governing movement and operation of vehicles which occurs within the limits of the City of Gatesville. For example, if a GPD officer witnesses or receives a call describing a vehicle's failure to stop while a GISD bus has its stop sign out and red lights flashing in an area of the City of Gatesville, such officer has full jurisdiction to address the violation.
- 2) The jurisdiction of GISD PD set forth above shall be concurrent and overlapping with that of the Gatesville PD; however, GISD PD has primary jurisdiction in terms of decision-making and authority pertaining to incidents occurring on GISD property. GISD PD has primary responsibility, as first responder, of and over all offenses which occur on any GISD Property, and Gatesville PD may provide assistance to GISD PD when requested by GISD PD. GISD PD will also have jurisdiction and authority to pursue, arrest, apprehend, and investigate within the geographical boundaries of the GISD when such action is in close proximity or a reasonable response distance related to or arising from an act, incident, or crime occurring within, or adjacent to, and involving GISD Property, staff, students or personnel. In any such event that occurs off GISD property, Gatesville PD still maintains primary jurisdictional responsibility.
- 3) GISD PD shall also be responsible for public safety matters relating to traffic and operation of motor vehicles to the extent necessary for GISD events occurring on any GISD Property and adjoining roadways, including but not limited to sporting events and school zones. GISD PD shall also have primary responsibility as first responder over any incidents involving a GISD vehicle or bus used to transport GISD students, faculty, and administration and all

vehicles and buses of any transportation contractor of GISD used in connection with such contractor's services provided to GISD. For example, if a GISD school bus crashes in Waco, GISD PD will not take the incident report but should be privy to all of the information regarding the event. Gatesville PD will work crash incidents in its jurisdiction. Nothing in this article is intended to prevent Gatesville PD from pursuing, arresting, apprehending, and investigating in matters occurring within the City of Gatesville city limits but GISD PD has primary jurisdiction over any incident occurring on GISD property. Gatesville PD will notify GISD PD before entering GISD property to assist GISD PD in the arrest of a suspect or investigate any crime, except in an instance of active pursuit, in which case GPD radio dispatcher shall notify GISD PD as soon as possible.

Article 3 – GISD PD Officer Duties

GISD PD's peace officers' duties shall include the duty to protect the safety and welfare of any person, including but not limited to students, faculty, administrative personnel, and all other persons within GISD PD's jurisdiction as set forth above and the duty to protect GISD Property wherever situated. Gatesville PD officers may assist GISD PD officers when requested. GISD PD shall likewise assist Gatesville PD when requested.

Article 4 – Offense Reports

GISD PD shall prepare and shall be responsible for all Offense Reports and Case Reports in matters in which GISD PD has primary jurisdiction as described in Article 2. Detailed offense reports, arrest reports, and forensics, to include interviews and video footage or other related material completed by the Gatesville PD for matters arising on or in connection with GISD property shall be made available to GISD PD in a timely manner. To the extent permitted by applicable law, GISD PD shall furnish any and all reports requested by Gatesville PD. Nothing in this paragraph is intended to prevent Gatesville PD from preparing offense reports and case reports, or assuming primary investigative duties in matters as GISD PD deems necessary, in matters where GISD PD has primary jurisdiction. However, in most instances, GISD PD will lead the investigation and report creation process regarding incidents that occur on GISD property.

Article 5 – Communication

Gatesville PD and the GISD PD shall notify each other of all activities, violations, arrests, and other matters as may be required under Texas Code of Criminal Procedure, Art. 15.27 and other applicable provisions of Texas law including but not limited to the Texas Education Code.

GISD PD will primarily transmit radio communications through an agreement with the Coryell County Sheriff's Department. Gatesville PD and GISD PD shall coordinate radio frequencies, systems, and encryption keys pursuant to the regulations and procedures of the Federal Communications Commission. GISD PD may request use of Gatesville PD radio channels at such times as GISD PD may need immediate assistance from police, fire, or EMS. However, where technically feasible both Gatesville PD and GISD PD will remain fully operational on each other's native radio frequencies, systems, and encryption keys to serve as an emergency interoperability backup procedure, even when and if the two entities conduct routine daily dispatch operations on

their own frequencies, systems and encryption keys. Such permission shall not be unreasonably denied.

~~Gatesville PD, the 911 PSAP for the northern part of Coryell County, which includes the GISD jurisdiction, will forward all 911 call information pertaining to GISD through the Coryell County Sheriff's Office Dispatch, as they are the primary dispatch center for GISD PD.~~

Gatesville PD, the 911 provider of the GISD PD jurisdiction, shall transmit all 911 call information on a radio frequency agreed to be received by the GISD PD.

Any notice required or permitted to be given hereunder shall be in writing and shall be delivered or sent by certified mail, postage prepaid, as set forth below:

If to Gatesville PD: ~~Bill Parry~~ **Scott Albert**, City Manager
City of Gatesville Police Department
200 N. 8th St.
Gatesville, Texas 76528

If to GISD PD: Barrett Pollard, Superintendent
Gatesville ISD
311 S. Lovers Lane
Gatesville, Texas 76528

Article 6 – Conduct

The Gatesville PD and GISD PD shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner so that the citizens and persons within their concurrent jurisdiction will be better served and protected.

Article 7 – Term

The term of this agreement shall be for a period of (5) calendar years from the date of execution by both parties. This agreement shall renew in June annually for successive (2) year periods, unless either party provides at least 30 days written notice to the other party that this agreement shall not be renewed.

Article 8 – Termination

GISD PD and Gatesville PD shall make their best good faith efforts to work together as understood and set out in this memorandum. This agreement may be terminated by either party at any time, with or without cause, by a party providing thirty (30) days written notice of such termination to the other party, subject to Texas Education Code § 37.081(g) which requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter a memorandum of understanding outlining reasonable communication and coordination efforts between the department and the agency. Upon termination Gatesville PD shall continue to take any and all necessary actions to provide safety, security, and other law enforcement duties to the

people within the city limits of the City of Gatesville. Notice, for the purpose of termination shall be to the City Manager and the City Chief of Police, and to the GISD Superintendent and GISD PD Chief of Police.

Article 9 – Entire Agreement

This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

Article 10 – Immunities

Nothing in this Agreement is intended to and neither party waives, releases, or relinquishes any right to assert any of the defenses it enjoys by virtue of the State or Federal Constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the party as to any claim or action of any person, entity, or individual against that party.

Article 11 - Nondiscrimination

Gatesville PD and GISD PD, including their subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

Article 12 – Additional Documents

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

Executed the _____ day of _____, 20__.

Gatesville ISD
Board President
Date:

Gatesville Police Department
Chief Brad Hunt
Date:

Gatesville ISD Police Department
Chief Gary Stiles
Date:

City of Gatesville
Mayor Gary Chumley
Date:



Agenda Item #5

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding enforcement of Demolition Order Number 2022-02 issued on January 25, 2022, inspection report, renovation completion report, and potential penalty regarding 2006 Bridge Street, Gatesville, Texas.

Information:

On May 23, 2023, the Building Standards Commission order the property owners, Mr. Josiah Wilson of 2006 Bridge Street, to pass plumbing, electrical, heating, ventilation, and air conditioning inspections by June 13, 2023. Failure to complete the inspections by the given deadline would result in daily citations, with the possibility of demolition proceedings.

The following is an update from Robert Featherston, Building Official, regarding the status of the improvements.

On June 6, 2023, the house at 2006 Bridge Street underwent a second re-inspection. It failed the plumbing inspection due to missing nail plates, unsupported plumbing in wall, back-fall, and a leak in the building drain. The HVAC system also failed due to the freon line not being protected at the straps. Additionally, the framing failed due to issues with attic access and the top plate not being lapped at least 24 inches.

Financial Impact:

Not applicable.

Staff Recommendation:

No recommendation is currently available.

Motion:

No motion is necessary.

Attachments:

Not applicable.

Staff Contacts:

Scott Albert, City Manager – salbert@gatesvilletx.com



Agenda Item #6

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Presentation regarding the Stillhouse Wastewater Treatment Plant expansion project – Walker Partners Engineers Senior Vice President – Joe Jenkins.

Information:

During the previous City Council meeting, a presentation was requested regarding the proposed improvements to the Stillhouse Wastewater Treatment plant (WWTP). Mr. Joe Jenkins, the Senior Vice President at Walker Partners, will deliver a presentation to the City Council regarding the expansion project.

The upgrades to the Stillhouse WWTP will involve improvements to influent pumping, aeration, RAS pumping, chlorine contact basins, and effluent pumping. These enhancements will increase the plant's capacity from 2.2 MGD to 2.7 MGD.

Bids for the project will be opened on June 20, 2023, and the City Council will consider awarding a bid, possibly in late August.

Initially, when the city applied for funding from the Texas Water Development Board for improvements to the wastewater treatment plant, the estimated construction costs was \$6,653,906. However, in February 2023, Walker Partners revised the construction cost to \$9,784,000. The final budget number will be determined after we open the bids on June 20.

Financial Impact:

Not applicable.

Staff Recommendation:

Not applicable.

Motion:

Not applicable.

Attachments:

Not applicable.

Staff Contacts:

Scott L. Albert – salbert@gatesvilletx.com



Agenda Item #7

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding Amendment No. 1 to the professional engineering services agreement with Walker Partners for the expansion/upgrades to the Stillhouse Wastewater Treatment Plant.

Information:

In May 2018, the city executed a professional engineering services agreement with Walker Partners LLC to expand the Stillhouse WWTP. The total lump sum for Walker Partners services in the initial service agreement was \$1,760,390. Below is a table describing the services provided by Walker Partners and associated costs under the initial service agreement.

Description	Lump Sum Fee
Survey for Design	14,000
Easement Survey & Doc Prep	25,000
Study and Report Phase	25,000
Preliminary Design Phase	74,800
Final Design Phase	432,490
Bidding and Negotiating Phase	10,000
Construction Phase	123,100
TWDB Loan Application	21,000
TPDES Discharge Permit Application	35,000
Sewer System Evaluation and Master Plan	750,000
Preparation of O&M Manual	10,000
Environmental Report, EID, as required	50,000
Resident Project Representative	190,000
Total Lump Sum Fee	\$1,760,390

In February of 2023, Walker Partners sent a technical memorandum to the city after completing 90% of the design documents for the wastewater treatment plant. In the memo, Walker Partners stated the total estimated construction costs of the project had increased to \$9,784,00 compared to the estimated construction costs provided to the city in March 2022 of \$7,798,075. The increase in construction costs was mainly due to two items that were added to the scope of work:

Aeration System: Instead of supplemental aeration using diffused air to supplement the existing surface aerator paddles, it was decided to install an aeration system to provide all the air needed for treatment.

Control Building expansion: The conversion of the existing garage in the Control Building to offices, SCADA Center, and dressing room was included.

The additional construction mentioned above required further design work from Walker Partners, which was separate from the initial services agreement. The added design work increased the Walker Partners service agreement from \$1,760,390 to \$1,982,606, an increase of \$222,216. Below is a table describing the additional services that were provided by Walker Partners and the associated costs.

Description	Lump Sum Fee
Subsurface (SUE) Investigation for Utilities	2,750
Geotechnical Investigation	12,225
Additional Preliminary Engineering Report for TWDB	25,000
Walker Partners Design for Control Building	15,000
Architectural Design for Control Building	69,230
HVAC Design for Control Building	33,000
Design Cost Escalation	65,011
Total Lump Sum Fee	\$222,216

This evening the City Council will consider approving Amendment No. 1 (\$222,216) to the professional engineering services agreement with Walker Partners to pay for the additional cost incurred mainly due to the addition of the aeration system and control building expansion.

Financial Impact:

\$222,216.00

Staff Recommendation:

Staff recommends that the City Council approve Amendment No. 01 to our agreement with Walker Partners for professional engineering services related to the Stillhouse WWTP expansion.

Motion:

I move to approve Amendment No. 1 to the Walker Partners professional engineering services agreement related to the Stillhouse WWTP expansion.

Attachments:

- Amendment No. 1 to our agreement with Walker Partners for engineering services related to the Stillhouse WWTP.
- Walker Partners technical memorandum dated February 15, 2023, regarding Stillhouse WWTP cost.
- The original professional service agreement with Walker Partners for the Stillhouse WWTP was executed on May 2, 2018.

Staff Contacts:

Scott Albert, City Manager – salbert@gatesvilletx.com

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
Amendment No. 01

The Effective Date of this Amendment is _____.

Background Information:

Effective Date of Original Agreement:	<u>May 2, 2018</u>
Engineer:	<u>Walker Partners, LLC</u>
Owner:	<u>City of Gatesville</u>
Project:	<u>Stillhouse WWTF Permitting, Design and Construction</u>

Nature of Amendment:

1. Additional Services to be performed by Engineer
2. Modifications of Compensation to Engineer

Description of Modifications:

Refer to Exhibit A

Modification in Compensation:

Original Agreement Amount:	<u>\$ 1,760,390.00</u>
Total of previously approved changes:	<u>\$ 0.00</u>
Agreement amount prior to this change:	<u>\$ 1,760,390.00</u>
Amendment amount:	<u>\$ 222,216.00</u>
Agreement amount incorporating this Amendment:	<u>\$ 1,982,606.00</u>

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

ENGINEER: Walker Partners, LLC

OWNER: City of Gatesville

By: 

By: _____

Title: President/CEO

Title: _____

Date Signed: April 19, 2023

Date Signed: _____

Exhibit A – Scope of Services

PART 1 – BASIC SERVICES

Several activities were added to the Scope of Services during the design of the upgrades to the Stillhouse Wastewater Treatment Facility (WWTF).

A1.01 Preliminary Design Phase (Phase 30)

- A. Subsurface Utility Engineering was performed to determine the actual locations of underground piping and electrical duct banks. This was required due to poor as-built information on the initial construction of the WWTF. Since there is a large quantity of new piping and electrical duct banks, identification of obstacles would prevent costly Change Orders in construction.
- B. Geotechnical Investigations were performed in the proposed location of new structures. There is a line item in the TWDB Budget for these services, however not in the Agreement with Gatesville. Walker Partners coordinated with the geotechnical firm and billed these services as a subconsultant to the WP Agreement with Gatesville.
- C. An additional Preliminary Engineering Report was prepared. The Engineering Feasibility Report (EFR) that fulfilled TWDB requirements was submitted in January of 2021 and finalized in March of 2022. Due to cost escalation concerns due to COVID and some design modifications, it was determined that a revised EFR would be beneficial. This report was submitted March of 2022.

A1.02 Final Design Phase (Phase 40)

- A. Gatesville determined that the expansion of the Control Building to house new offices, the SCADA station, a breakroom and a bathroom would be beneficial, since staff has increased since the original design in 1990. This required additional design for Walker Partners to include these improvements in the Construction documents.
- B. Additional Architectural services were required due to the architectural elements in the Control Building.
- C. Additional Heating, Ventilation and Air Conditioning (HVAC) design services were required due to the expansion of the Control Building.

PART 2 – ADDITIONAL SERVICES

A2.01 Cost Escalation (Phase 40D)

- A. Due to (1) the extended timeline of the project due to delays due to TWDB approvals, and (2) inefficiencies due to the COVID outbreak, Walker Partners has experienced increases in costs to complete the Tasks proposed in the original Agreement approved in 2018. These same factors have resulted in the Engineer Estimate of the Construction Costs increasing from \$6,653,906 in 2018 to \$9,784,000 in 2023, even with some construction Scope reduction. Walker Partners has been able to contain costs through workflow efficiencies, however has experienced increased costs due to factors beyond our control.

The Agreement stipulated a period of service of 32 months. The actual time to date has been 58 months. Walker Partners will endeavor to adhere to the remaining funds and the

Construction Services budget as stipulated in the Agreement. In order to preserve those funds for Construction, Walker Partners is requesting funds to cover Cost Escalation.

Fee Schedule

Phase No.	Description	Lump Sum Fee
Basic Services		
30A	SUE Investigation	\$ 2,750
30B	Geotechnical Investigation	\$ 12,225
30C	Additional PER	\$ 25,000
40A	WP Design for Control Building	\$ 15,000
40B	Architectural Design for Control Building	\$ 69,230
40C	HVAC Design for Control Building	\$ 33,000
	Subtotal Basic Services	\$ 157,205
Cost Escalation		
40D	Design Cost Escalation	\$65,011
	Subtotal Additional Services	\$ 65,011
	Total Lump Sum Fee	\$ 222,216

DRAFT TECHNICAL MEMORANDUM

Date: February 15, 2023
Project: City of Gatesville
Stillhouse Wastewater Treatment Facility Improvements
To: City of Gatesville
From: Walker Partners | Michael Clough, PE

STILLHOUSE WWTF BUDGET AND FUNDS NEEDED

1.0 INTRODUCTION

Walker Partners (WP) has recently submitted 90% design documents to Gatesville for review. As part of the 90% submittal, WP prepared a preliminary estimate of construction costs for the Stillhouse WWTF Improvements. Also, WP has exceeded the design budget for the project and requests that Gatesville approve a revised design budget to complete the Project.

2.0 GATESVILLE WWTF ESTIMATE OF CONSTRUCTION COSTS

The current estimate for the construction costs is contained in Appendix A. The total estimated cost of construction is estimated to be \$9,784,000, which includes a 10% allowance for miscellaneous unitemized costs. This cost compares to the previous costs as follows:

- TWDB Budget Construction Costs Sept 2017 - \$6,653,906
- Revised Engineering Feasibility Report (EFR) Estimated Construction Costs March 2022 - \$7,968,007
- Engineering Estimate of Construction Costs at 90% Design Feb 2023 - \$9,784,000

There are several reasons that the cost has exceeded the previous estimates;

Construction Cost Escalation

It is well documented that construction costs have increased significantly, especially in COVID and Post-COVID years. A common measure of construction cost escalation is the construction cost indexes published by the Engineering News Record (ENR). For the months where construction costs were estimated, the ENR Construction Cost Indexes were:

- Sept 2017 – 10,822.92
- Feb 2022 – 12,683.97
- Feb 2023 – 13,175.93

Using these indexes and escalating construction costs over the time period would result in construction costs escalating as shown:

- Base TWDB Budget - \$6,653,906
- EFR TM Budget - \$7,798,075
- 90% Cost Estimate - \$8,100,531

Project Scope

The scope was actually reduced in the EFR estimate and the construction estimate still increased from the TWDB Budget Estimated Cost. About \$1,560,000 in improvements that were discussed in the original project scope were eliminated (Priority 3). Also, a transfer switch was selected in lieu of a generator for reliability.

In the current cost estimate, two items were added to the scope that increased the cost:

Aeration system – Instead of supplemental aeration using diffused air to supplement the existing surface aerator paddles, it was decided to install an aeration system that would provide all of the air needed for treatment, with the surface aerator paddles acting as the backup. Also the aeration system is designed to allow full treatment in only one aeration basin, which allows the other aeration basin to be taken out of service for maintenance or repair, resulting in improved reliability.

Control Building expansion – The conversion of the existing garage in the Control Building to offices, SCADA Center and dressing room was not in the original scope. However the increase in personnel over the years has shown that the existing Control Building is insufficient for Gatesville’s needs.

These two items increased the estimated construction cost in the 90% Cost Estimate by about \$1,162,000.

3.0 DESIGN FEES

The design fees have also exceeded the fee estimate in the TWDB Budget. The increase in fees can be explained by the same reasons as construction, unit cost escalation as well as increase in Scope. Salaries at WP have increased in the 5 years since the TWDB budget was developed. Also WP did not consider hiring an Architect or HVAC Engineer on the design team, but the increase in scope required that they be part of the team.

A spreadsheet showing the design fees expended to date as well as projections to complete the design through Award of Bid are shown in Appendix B. The TWDB Budget is compared to the WP Contract with Gatesville. Through Nov 2022, after which Outlay #16 was submitted, about \$362,300 of Preliminary and Final Design Fees were billed.

Since the total of WP Subconsultant design fees and internal expended fees exceeded the Contract in fall of 2022, about \$61,000 of WP charges were not billed to Gatesville and held until the Budget is revised. This allowed WP to continue paying the Subconsultants.

In order to make up for that shortfall, pay design fees for the additional subconsultants and pay for anticipated WP fees through the Award of the Construction Bid, it is estimated that \$222,216 of additional design funding will be needed. All of that will be charged to Design.

WP will not request any additional fees for Construction Services line items (Construction Engineering, Inspection, O&M Manual or Testing).

4.0 TWDB BUDGET AND ESTIMATED EXTRA FUNDING

Appendix C shows the Budget categories and amount spent through Outlay #16. There are \$57,703.51 in Escrow in budget categories that will not be spent in their categories, that amount can be transferred to Design. The remaining funds for Design (\$164,512.59), can be drawn from Contingency.

At Construction Bid opening, it is estimated that the Construction Contract will be for \$9,784,000. All of the Construction Funds and remaining Contingency will be \$7,723,107. Therefore, additional sources of funding will be needed for the estimated amount of \$2,050,000.

5.0 SOURCES OF FUNDING

The TWDB has a fund that is typically used for extra funding when the CWSRF or DWSRF funding does not completely cover construction. It is the Texas Water Development Fund (DFund). It can be typically closed within 3 months of application. A drawback is that the interest rate is higher than the CWSRF funding. It is currently 3.77%, which is usually lower than market rates.

Additional CWSRF Funding may be available, however the timeline from application to release of funds is about 12 months. However, certain aspects of the project are eligible for Green Project Reserve funding, and up to 15% of the loan may be subsidized. The components that are eligible for Green Project Reserve are:

- **Diffused Aeration System** – It is well-demonstrated that a diffused-air system is more efficient than the surface aerators currently being used. Since the original project was to only supplement the surface aeration, and the current project replaces it, a good case can be made that this qualifies.
- **Variable-Speed Drives on Motors** – Variable Speed Drives are specified for all of the large pumping and blower motors. They will conserve energy by allowing the pumps and blowers to only produce what is needed, and reduce starts and stops, which consume energy.

APPENDIX A

ENGINEERING OPINION OF CONSTRUCTION COSTS

Engineer's Opinion of Probable Construction Cost



Project **City of Gatesville
Stillhouse WWTP**

Estimated By **M. Clough**

Date **02/10/2023**

Checked By **J. Jenkins**

Project Phase **90% Design**

Item No.	Description	Quantity	Unit	Direct Unit Price (\$/unit)	Indirect Labor Unit Price	Total Direct & Indirect	Total (\$)
Division 01 - General Requirements							
1.01	Bonds and Insurance (2%)	1	LS	-	-	-	\$148,366
1.02	Mobilization/Demobilization (3%)	1	LS	-	-	-	\$222,550
1.03	General Conditions (3%)	1	LS	-	-	-	\$222,550
1.04	Contractor's Overhead (3%)	1	LS	-	-	-	\$222,550
Division 02 - Existing Conditions							
2.01	Demolition - Existing WWTP	1	LS	\$0	\$40,000	\$40,000	\$40,000
Division 03 - Concrete							
3.01	Influent Pump Station	6	CY			\$800	\$4,800
3.02	MCC#2 Foundation	7	CY			\$800	\$5,600
3.03	MCC #2 Building	384	SF			\$20	\$7,680
3.04	MCC #2 Roof Deck	225	SF			\$5	\$1,125
3.05	Aeration Basin	7	CY			\$800	\$5,600
3.06	Chlorine Manhole Modification	13	CY			\$800	\$10,400
3.07	Chlorine Contact Basin #1	203	CY			\$800	\$162,400
3.08	Post Aeration Basin	7	CY			\$800	\$5,600
3.09	Sludge Box A	5	CY			\$800	\$4,000
3.10	Ras Pump Station	8	CY			\$800	\$6,400
3.11	Blower Building Conc	75	CY			\$800	\$60,000
3.12	Blower Building CMU	2,380	SF			\$20	\$47,600
3.13	Biosolids Pad Conc	427	CY			\$800	\$341,600
3.14	Biosolids Pad Culverts	18	EA	\$650	\$228	\$878	\$15,795
Division 05 - Metals							
5.01	Grating	358	SF			\$35	\$12,530
5.02	Stair Risers	80	EA			\$550	\$44,000
5.03	Railing	408	LF			\$200	\$81,600
5.03	Misc Metals	19,464	LB			\$8	\$155,712
5.04	Blower Building PEMB	3,024	SF			\$40	\$120,960
5.05	Clarifier Rehabilitation	2	EA	\$95,000	\$33,250	\$128,250	\$256,500
Division 07 - Thermal And Moisture Protection							
7.01	Control Building Build-out	775	SF	\$25	\$9	\$34	\$26,156
7.02	MCC #2 Interior	121	SF	\$10	\$4	\$14	\$1,634
7.01	MCC #4 Interior	96	SF	\$10	\$4	\$14	\$1,296
7.01	MCC #5 Interior	450	SF	\$10	\$4	\$14	\$6,075
Division 08 - Openings							
8.01	Access Doors and Frames	8	EA	\$2,000	\$700	\$2,700	\$21,600
8.02	Overhead Doors	1	EA	\$5,000	\$1,750	\$6,750	\$6,750
Division 09 - Finishes							
9.01	Coatings	1	LS	\$60,000	\$21,000	\$81,000	\$81,000
Division 22 - Plumbing							
22.01	Control Building Addition	720	SF			\$20	\$14,400
Division 23 - Heating, Ventilating, & Air-Conditioning							
23.01	MCC #2	121	SF			\$35	\$4,235
23.02	MCC #4	104	SF			\$35	\$3,641
23.03	MCC #5	450	SF			\$35	\$15,750
23.04	Truck Parking Bay	774	SF			\$25	\$19,350
23.05	Control Building Addition	720	SF			\$30	\$21,600

Item No.	Description	Quantity	Unit	Direct Unit Price (\$/unit)	Indirect Labor Unit Price	Total Direct & Indirect	(\$)
Division 26 - Electrical							
26.01	Electrical Service Upgrade: Ductbank, Conduit, Wire	1	LS			\$200,000	\$200,000
26.02	Automatic Transfer Switch	1	LS			\$90,000	\$90,000
26.03	Switchboard	1	LS			\$65,000	\$65,000
26.04	Electrical Building: Conduit, Wire, Misc.	1	LS			\$250,000	\$250,000
26.05	Headworks: Conduit, Wire	1	LS			\$20,000	\$20,000
26.06	MCC2: Influent Lift Station	1	LS			\$150,000	\$150,000
26.07	Influent Lift Station Building: Lighting, Receptacles Grounding	1	LS			\$40,000	\$40,000
26.08	Oxidation Ditch: Conduit, Wire	1	LS			\$20,000	\$20,000
26.09	MCC1: RAS Pump Station	1	LS			\$150,000	\$150,000
26.10	Ras Pump Station Building: Lighting, Receptacles, Grounding	1	LS			\$50,000	\$50,000
26.11	WAS Pump Station:	1	LS			\$12,000	\$12,000
26.12	Belt Filter Press: Conduit, Wire	1	LS			\$12,000	\$12,000
26.13	Biosolids Pump Station: Conduit, Wire, Equipment Rack	1	LS			\$20,000	\$20,000
26.14	MCC3: Effluent Pump Station	1	LS			\$120,000	\$120,000
26.15	Effluent Pump Station: Lighting, Receptacles, Grounding	1	LS			\$40,000	\$40,000
26.16	Chlorine Area: Conduit, Wire	1	LS			\$20,000	\$20,000
26.17	Sulfur Dioxide Area: Conduit, Wire	1	LS			\$20,000	\$20,000
26.18	Area & Structure Lighting	1	LS			\$150,000	\$150,000
26.19	Site Electrical Ductbank and Pullboxes	1	LS			\$500,000	\$500,000
Division 31 - Earthwork							
31.01	Stabilized Construction Entrance	1	EA	\$1,500	\$525	\$2,025	\$2,025
31.03	Trench Safety	1,994	LF	\$7.50	\$3	\$10	\$20,189
31.02	Silt Fence	810	LF	\$3	\$1	\$3	\$2,767
31.03	Trench Excavation	669	CY	\$20	\$7	\$27	\$18,063
31.04	Structure Excavation	5,895	CY	\$35	\$12	\$47	\$278,539
31.05	Structural Base Material/Compacted Backfill	5,708	CY	\$35	\$12	\$47	\$269,703
Division 32 - Exterior Improvements							
32.01	Concrete Pavement	191	SY	\$80	\$28	\$108	\$20,628
32.02	Seeding	1,210	SY	\$20	\$7	\$27	\$32,670
32.03	Site Preparation	10.00	AC	\$10,000	\$3,500	\$13,500	\$135,000
32.04	Gravel Roadways	302	SY	\$50	\$18	\$68	\$20,385
Division 33 - Utilities							
33.01	Line A	60	LF	\$250	\$88	\$338	\$20,250
33.02	Line B	322	LF	\$120	\$42	\$162	\$52,164
33.03	Line C	252	LF	\$150	\$53	\$203	\$51,030
33.04	Line D	150	LF	\$150	\$53	\$203	\$30,375
33.05	Line E	64	LF	\$500	\$175	\$675	\$43,200
33.06	Line F	87	LF	\$500	\$175	\$675	\$58,725
33.07	Line G	29	LF	\$500	\$175	\$675	\$19,575
33.08	Line H	17	LF	\$500	\$175	\$675	\$11,475
33.09	Line I	48	LF	\$500	\$175	\$675	\$32,400
33.10	Line J	17	LF	\$120	\$42	\$162	\$2,754
33.11	Line K	332	LF	\$120	\$42	\$162	\$53,784
33.12	Line L - 12"	159	LF	\$150	\$53	\$203	\$32,198
33.13	Line L - 3"	369	LF	\$120	\$42	\$162	\$59,778
33.14	Line M	88	LF	\$150	\$53	\$203	\$17,820
33.15	Manholes	1	EA	\$4,000	\$1,400	\$5,400	\$5,400
Division 40 - Process Integration							
40.01	Instrumentation	21	EA	\$10,000	\$3,500	\$13,500	\$283,500
40.02	SCADA Programming	1	LS			\$50,000	\$50,000
40.03	PLC's not supplied by Vendor	3	EA	\$45,000	\$15,750	\$60,750	\$182,250
40.04	HMI, Software and Operator Displays	1	LS			\$10,000	\$10,000
Division 46 - Process Equipment							
46.01	Influent Screen	1	EA	\$318,000	\$111,300	\$429,300	\$429,300
46.02	Influent Pumps	3	EA	\$45,613	\$15,965	\$61,578	\$184,733
46.03	Aeration Basin Aeration Grids, Piping, Mixers, MOV's	2	EA	\$280,250	\$98,088	\$378,338	\$756,675
46.04	Blowers	3	EA	\$64,000	\$22,400	\$86,400	\$259,200
46.05	Effluent Pumps	3	EA	\$25,000	\$8,750	\$33,750	\$101,250
46.06	Reaeration Basin Aeration Grid	1	EA	\$25,500	\$8,925	\$34,425	\$34,425
46.05	Ras Pumps	3	EA	\$25,353	\$8,874	\$34,227	\$102,680
46.05	Biosolids Pad Lift Station	1	EA	\$75,000	\$26,250	\$101,250	\$101,250
46.06	Chemical Injection	2	EA	\$33,250	\$11,638	\$44,888	\$89,775
						Subtotal	\$8,235,000
						Contractor's Profit 8%	\$658,800
Subtotal							\$8,894,000
Miscellaneous Not Covered Elsewhere						10%	\$890,000
						Engineer's Opinion of Probable Total Construction Cost:	\$9,784,000

APPENDIX B

WALKER PARTNERS DESIGN FEE ESTIMATES

Gatesville, City of		Project #:	Loan/Grant #:		
		73776	CWSRF		
Budget Category	ORIGINAL Board Approved Budget at Commitment (09/20/18)	Closing Memo (04/12/19)	CURRENT BUDGET	Walker Design Fee w/ Gatesville	
Construction	6,653,906.00	6,653,906.00	6,653,906.00		
Construction Engineering	133,100.00	133,100.00	133,100.00	133,100.00	
Design	432,490.00	432,490.00	432,490.00	432,490.00	
Planning	99,800.00	99,800.00	99,800.00	74,800.00	
Application	21,000.00	21,000.00	21,000.00	21,000.00	
Environmental	50,000.00	50,000.00	50,000.00	50,000.00	
Geotechnical	15,000.00	15,000.00	15,000.00		
I/I Studies/Sewer Evaluation	750,000.00	750,000.00	750,000.00	750,000.00	
Inspection	190,000.00	190,000.00	190,000.00	190,000.00	
O&M Manual	10,000.00	10,000.00	10,000.00	10,000.00	
Permits	35,000.00	35,000.00	35,000.00	35,000.00	
Surveying	14,000.00	14,000.00	14,000.00	14,000.00	
Testing	20,000.00	20,000.00	20,000.00		
Bond Counsel	20,000.00	20,000.00	20,000.00		
Financial Advisor	75,000.00	75,000.00	75,000.00		
Issuance Costs	25,000.00	25,000.00	25,000.00		
Loan Origination Fee	185,000.00	171,990.00	171,990.00		
Land/Easements Acquisition	25,000.00	25,000.00	25,000.00	25,000.00	
Contingency	1,220,704.00	1,233,714.00	1,233,714.00		
Special Service Other (Easement Acquisition S	25,000.00	25,000.00	25,000.00	25,000.00	
			0.00		
			0.00		
			0.00		
TOTALS	\$ 10,000,000.00	\$ 10,000,000.00	\$ 10,000,000.00	\$ 1,760,390.00	

Prior to Starting Design: Gatesville WP Budget \$ 1,695,590.00
Difference \$ (64,800.00)

For Outlay 13, WP had expended all of the planning budget and \$25,331.88 of the Design budget, total \$ 125,131.88

Where we stand end of Dec 2022 per Invoicing

	Budget	Total Exp Through Nov 2022	Paid Dec 2022	Held through Dec 2022
Prelim Design	\$ 74,800.00	\$ 74,800.00		\$ 59,868.60
Final Design	\$ 246,515.00	\$ 246,515.13		\$ 1,387.50
Encotech Structural	\$ 68,500.00	\$ 38,250.00	\$ 7,650.00	
JRSA - Electrical	\$ 130,780.00	\$ -		
TRG - Utility Designating	\$ 2,750.00	\$ 2,750.00		
TOTAL DESIGN	\$ 523,345.00	\$ 362,315.13	\$ 7,650.00	\$ 61,256.10

SINCE OUTLAY 16 ACCRUED AND ANTICIPATED DESIGN FEES

Geotech 2nd Invoice	\$ 3,380.00
Encotech - MEP	\$ 33,000.00
FGM Architects - Arch	\$ 69,230.00
Encotech Structural in Dec Invoice	\$ 7,650.00
Estimated WP Fee Jan 2023	\$ 15,000.00
Estimated WP Fee Feb 2023	\$ 15,000.00
QA/QC Fee	\$ 7,700.00
Fees for Bidding	\$ 10,000.00

TOTAL Estimate Needed to Complete Design Services \$ 222,216.10

APPENDIX C

TWDB LOAN AND ADDITIONAL FUNDS ESTIMATE

Agreement for Professional Services

This Agreement for Professional Services is made and entered into on _____, 20____, by and between Walker Partners, LLC, a Texas limited liability company (the "Engineer"), and City of Gatesville (the "Owner") upon the following terms and conditions.

1. SCOPE OF SERVICES

Engineer will provide the services for a project (the "project"), which shall consist of the services described on the attached Exhibit A.

2. COMPENSATION

Owner agrees to pay Engineer for the services set forth in Exhibit A a lump sum in the amount of \$1,760,390.00, payable as set forth in Section 3 below. In addition, Owner shall reimburse Engineer for out of pocket expenses. Changes in compensation shall be made in accordance with Section 13 of this Agreement, or in accordance with Exhibit A. The terms relating to compensation set forth in Exhibit A shall control over the provisions of this Agreement if inconsistent.

3. INVOICES

Engineer will submit monthly invoices for services rendered and Owner will make payments to Engineer within thirty (30) days of Owner's receipt of Engineer's invoice.

Engineer will retain receipts for reimbursable expenses in accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Owner's auditors upon request.

If Owner disputes any items in Engineer's invoice for any reason, including the lack of supporting documentation, Owner may temporarily delete the disputed item and pay the remaining amount of the invoice. Owner will promptly notify Engineer of the dispute and request clarification and/or correction. After any dispute has been settled, Engineer will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

Owner recognizes that late payment of invoices results in extra expenses for Engineer. Engineer retains the right to assess Owner interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of Engineer's invoice. In the event undisputed portions of Engineer's invoices are not paid when due, ENGINEER shall have the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

4. TERMINATION OF AGREEMENT

Owner or Engineer may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. The Engineer will submit the final invoice which will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs Engineer incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

5. SERVICES AND INFORMATION FROM OWNER

Owner will provide all criteria and information pertaining to Owner's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Owner will also provide copies of any Owner-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

Owner will furnish the services of soils/geotechnical Engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by Engineer. The Owner agrees to bear full responsibility for the technical accuracy and content of Owner-furnished documents and services.

In performing professional Engineering and related services hereunder, it is understood by Owner that Engineer is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the Owner's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the Owner's legal and financial interests. To that end, the Owner agrees that Owner or the Owner's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by Engineer, and will obtain the advice of an attorney, insurance counselor or other consultant as the Owner deems necessary to protect the Owner's interests before Owner takes action or forebears to take action based upon or relying upon the services provided by Engineer.

6. STANDARD OF PERFORMANCE

The standard of care for all professional Engineering, consulting and related services performed or furnished by Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Other than as set forth above, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

7. RESPONSIBILITY FOR CONSTRUCTION OBSERVATION

a. Construction observation is generally considered an essential element of a complete design professional service. Accordingly, if the Owner directs Engineer to not provide construction observation, the Engineer shall not be responsible for the consequences resulting from matters that reasonably would have been prevented or mitigated had such services been provided.

b. Unless otherwise provided in writing, construction visits and observations are performed to observe the progress and quality of the work completed by the contractor. Such visits are not intended to be an exhaustive check or an inspection of the contractor's work, but rather are to allow Engineer, as an experienced professional, to become familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents.

Based on such observation, Engineer shall keep Owner informed as to the progress of the work and shall endeavor to guard Owner against deficiencies in the work. If Owner desires more extensive project observation or full-time resident project representation ("RPR") such services may, if agreed to by the parties, be provided as additional services under this Agreement.

Engineer shall not supervise, direct, or have control over the contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor, nor for the contractor's safety precautions or programs associated with the work. These rights and responsibilities are solely those of the contractor.

c. Owner waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claim for injury or loss that results from failure to follow Engineer's plans, specifications or design intent, or for failure to obtain and/or follow Engineer's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Engineer's plans, specifications or other instruments of service. Engineer does not guarantee the performance of contractor or its subcontractors,

employees, or agents, and shall not be responsible for their failure to work in accordance with the contract documents or any applicable laws, codes, rules, or regulations. Owner also agrees to compensate Engineer for any time and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon the Engineer's prevailing fee schedule.

d. Owner agrees to include Engineer as an indemnified party in Owner's construction contracts for the project, which shall protect Engineer to the same degree as Owner. Further, Owner agrees that Engineer shall be listed as an additional insured under the construction contractor's liability insurance policies.

8. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional Engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

9. INSURANCE/INDEMNITY

Engineer agrees to procure and maintain, at its expense, the types of insurance listed below with limits of liability for such insurance as follows:

1. By Engineer:	
a. Workers Compensation	Statutory
b. Employer's Liability -	
1) Each Accident:	\$1,000,000
2) Disease, Policy Limit:	\$1,000,000
3) Disease, Each Employee:	\$1,000,000
c. General Liability -	
1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2) General Aggregate:	\$2,000,000
3) Products & Completed Operations Aggregate:	\$2,000,000
4) Personal & Advertising Injury:	\$1,000,000
d. Excess or Umbrella Liability -	
1) Per Occurrence:	\$2,000,000
2) General Aggregate:	\$2,000,000
e. Automobile Liability - Combined Single Limit Each Accident:	\$1,000,000
f. Professional Liability -	
1) Each Claim:	\$1,000,000
2) Annual Policy Aggregate:	\$2,000,000

Owner shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Owner.

10. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Engineer pursuant to this Agreement, are instruments of service with respect to the project. Engineer retains Ownership of all such documents. Owner may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by Owner or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, and

Owner will defend, indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

Owner and Engineer, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Owner nor Engineer will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

12. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

13. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable sections of this Agreement. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Engineer will inform Owner of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

14. CONTROLLING AGREEMENT

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Texas and venue for any matter arising under this Agreement or relating to the services performed hereunder shall be in McLennan County, Texas.

16. HAZARDOUS MATERIALS

Owner represents to Engineer that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, Owner represents that to the best of its knowledge it has disclosed to Engineer the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that Engineer's scope of services do not include services related in any way to hazardous materials. In the event Engineer or any other party encounters undisclosed hazardous materials, Engineer shall have the obligation to notify Owner and, to the extent required by law or regulation, the

appropriate governmental officials, and Engineer may, at its option and without liability for delay, consequential or any other damages to Owner, suspend performance of services on that portion of the project affected by hazardous materials until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with Engineer's services under this Agreement. If Engineer's services hereunder cannot be performed because of the existence of hazardous materials, Engineer shall be entitled to terminate this Agreement for cause on thirty (30) days written notice. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

17. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between Engineer and Owner, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

18. LITIGATION SUPPORT

In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Engineer is not a party, Owner shall reimburse Engineer for reasonable costs in responding and compensate Engineer at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

A local utility locating service shall be contacted by Engineer to make arrangements for all utilities to determine the location of underground utilities. In addition, Owner shall notify Engineer of the presence and location of any underground utilities located on the Owner's property which are not the responsibility of private/public utilities. Engineer shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The Owner agrees to waive any claim against Engineer and will indemnify and hold Engineer harmless from any claim of liability, injury or loss caused by or allegedly caused by Engineer damaging of underground utilities that are not properly marked or are not called to Engineer's attention prior to beginning the underground sampling/testing.

20. SCHEDULE FOR SERVICES – OR – TIME OF COMPLETION

Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The Owner understands, however, that Engineer's performance must be governed by sound professional practices. If requested, Engineer will develop a project schedule outlining the duration of each of the items described in the Scope of Services.

21. DISPUTE RESOLUTION

Arbitration: Certain disputes (as set for in Section 21(b) below) between Owner and Engineer shall be settled by arbitration in accordance with the *American Arbitration Association* rules effective at the date of this Agreement, subject to the conditions stated below. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Section 21 will be specifically enforceable under prevailing law of any court having jurisdiction.

a. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *American Arbitration Association*. The demand must be made within a reasonable time after the dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations.

b. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than 100% of the amount payable to Engineer under this Agreement, but not to exceed \$500,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any dispute if the amount in controversy in such dispute is more than 100% of the amount payable to Engineer under this Agreement, but not to exceed \$500,000 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than 100% of the amount payable to Engineer under this Agreement, but not to exceed \$500,000 (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.

c. With respect to matters resolved in court, OWNER AND ENGINEER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. OWNER AND ENGINEER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

d. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.

e. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may

be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.

f. If a dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Section 21 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

22. LIMITATIONS OF ENGINEER'S LIABILITY

A. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Section 9 of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by laws and regulation, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees and consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed amount paid to Engineer by Owner under this Agreement.

B. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by laws and regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of this Section 22, the Engineer and Engineer's officers, directors, members, partners, agents, employees and consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the project, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees or Consultants, or any of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services on the 2 day of

May, 2018.

Engineer:

WALKER PARTNERS, L.L.C.

By: Otto Wiederhold

Name: Otto Wiederhold, P.E.

Title: Sr. Vice President

Owner:

CITY OF GAITHERSBURG

By: William H. Parkey II

Name: WILLIAM H. PARKEY II

Title: 5/2/2018

Exhibit A
Scope of Services

Exhibit A – Scope of Services

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. Owner has already identified a potential solution to meet its Project requirements, which is: **Increase the capacity of Stillhouse Branch WWTP to a capacity of 2.73 MGD.**
2. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
3. Visit the Site, or potential Project sites, to review existing conditions and facilities.
4. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
5. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
6. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. This report will meet the requirements for a TWDB CWSRF Final Engineers Report.
7. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
8. Furnish 3 review copies of the Report and any other Study and Report Phase deliverables to Owner within 20 days of the Effective Date and review it with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
9. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 14 days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 7. Obtain and review Owner's and TWDB's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 8. Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 9. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and

unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Furnish for review by Owner and the TWDB, their legal counsels, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 90 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 14 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other

construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

6. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in this Exhibit. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in this Exhibit.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in the Fee Schedule.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project. **Initially Authorized Additional Services are Listed as follows:**

- a. Preparation of TWDB Loan Application
- b. Preparation of an application for Major Amendment to Stillhouse Branch WWTP TPDES Discharge Permit
- c. Preparation, by sub consultant, of environmental reports and information required for the project to be cleared for funding and construction.
- d. Performance of topographic surveys for design of the project improvements

- e. Performance, by sub consultant, of geotechnical testing and reporting required for design of the project.
 - f. Performance, by sub consultant, of material testing to verify conformance of materials and work to contract specifications.
 - g. Preparation of an Operation & Maintenance Manual for the project.
 - h. Performance of boundary surveys for acquisition of real property or easements for the project including preparation of parcel drawings and descriptions
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
 5. Furnishing services of Consultants for other than Basic Services.
 6. Providing data or services when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 7. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 8. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
10. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
11. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
13. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
14. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
15. Preparation of operation, maintenance, and staffing manuals.
16. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
18. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
20. Overtime work requiring higher than regular rates.
21. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
22. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
23. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
24. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific

advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

PART 3 - ADDITIONAL SERVICES – RESIDENT PROJECT REPRESENTATIVE

A3.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
 - 13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 - 14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 - 15. *Completion:*
 - a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

Fee Schedule

Phase No.	Description	Lump Sum Fee
Basic Services		
11	Survey for Design	\$ 14,000
16	Easement Survey & Doc Prep	\$ 25,000
20	Study and Report Phase	\$ 25,000
30	Preliminary Design Phase	\$74,800
40	Final Design Phase	\$432,490
50	Bidding and Negotiating Phase	\$ 10,000
60	Construction Phase	\$123,100
80	TWDB Loan Application	\$ 21,000
81	TPDES Discharge Permit Application	\$ 35,000
83	Sewer System Evaluation and Master Plan	\$750,000
82	Preparation of O & M Manual	\$ 10,000
100	Environmental Report, EID as required	\$ 50,000
	Subtotal Basic Services	\$1,570,390
Additional Services		
70	Resident Project Representative	\$190,000
	Total Lump Sum Fee	\$1,760,390

Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Period of Service: The compensation amount for Basic Services stipulated in the above Fee Schedule is conditioned on a period of service not exceeding **32 months**. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Owner shall pay Engineer for Additional Services - Resident Project Representative Services as follows:

Resident Project Representative Services: For services of Engineer's Resident Project Representative, the Lump Sum amount of **\$190,000**. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.

Reimbursable Expenses: In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses -- **None**

Resident Project Representative Schedule: The Lump Sum amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 365 calendar day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.



Agenda Item #8

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action authorizing the City Manager to purchase two bypass pumps for wastewater operations.

Information:

Recently, our staff discovered the need to acquire a bypass pump before commencing construction at the Stillhouse Wastewater Treatment Plant (WWTP). The expansion of the WWTP will require the contractor to utilize a bypass pumping process in order to redirect water flows around specific areas of work at the WWTP. Walker Partners has identified six areas where bypass pumping will be necessary during construction, with the possibility of identifying more areas as the project progresses. Each bypass pumping setup will remain in place for an estimated 4-6 weeks during the completion of work.

Walker Partners has contacted a bypass pump rental company to inquire about rental costs, which has been estimated at \$55,000 per year, excluding fuel and maintenance services. Upon reviewing this estimate, it became apparent that it would be more cost-effective for Gatesville to purchase a bypass pump that can be utilized by the contractor during construction and subsequently retained for the city's own needs.

After evaluating the sizes and capacities of the city's lift stations, Walker Partners has determined that acquiring two smaller bypass pumping units would be the most suitable option for the city rather than just purchasing a single large bypass pump. This choice would not only cater to the needs during the expansion of the Stillhouse wastewater treatment plant but also provide flexibility in demonstrating the city's capability to quickly move the bypass units to prevent overflows at lift stations during major electrical outages, thereby replacing the need for standby generators at certain lift stations.

Benefits of Purchasing Bypass Pumps:

1. The cost of purchasing a bypass pump would be equivalent to the rental cost if we relied on the Stillhouse contractor to provide one.
2. The Texas Commission on Environmental Quality (TCEQ) would view the city's decision to purchase two bypass pumps favorably, especially considering their capability to be relocated to lift stations during power outages.

3. Acquiring smaller bypassing units would eliminate the need for generators at some lift stations, resulting in cost savings.

If the City Council approves the purchase of the two bypass pumps, they are expected to be delivered within 2-3 months. The staff anticipates that the City Council will award the Stillhouse WWTP construction contract in August, allowing us to submit a purchase order for the pumps promptly. The pumps should arrive before the contractor commences construction. The pumps will be purchased through a purchasing cooperative.

Financial Impact:

Pending further information from the vendor.

Staff Recommendation:

The staff recommends that the City Council approve the purchase of two 6-inch bypass pumps for wastewater operations.

Motion:

I move to authorize the City Manager to purchase two Xylem bypass pumps, not to exceed the final dollar amount pending confirmation from the vendor.

Attachments:

Pending documents from the vendor.

Staff Contacts:

Scott Albert, City Manager – salbert@gatesvilletx.com



Agenda Item #9

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding authorization for the City Manager to execute a contract extension with Evoqua for Chlorine Dioxide.

Information:

This evening the City Council will consider approving a contract extension with Evoqua for Chlorine Dioxide, which is utilized in our water treatment process. Chlorine Dioxide is added to our drinking water to eliminate bacteria and other microorganisms. Since the contract exceeds \$50,000.00 in annual expenditures, the contract should be presented to the City Council.

The Texas Local Government code mandates that expenditures over \$50,000 should be awarded through a competitive bid process. However, the Evoqua contract is exempt from this requirement for the following two reasons:

1. The purchase of chlorine dioxide is necessary to preserve or protect the public health or safety of the city's residents.
2. The purchase of the chlorine dioxide is only available through a single-source vendor.

The City has maintained a long-standing contract with Evoqua, and the contract currently under consideration by the city council begins on June 1, 2023, and extends through May 31, 2024.

Financial Impact:

The expense varies throughout the year based on water usage, but we anticipate an annual cost ranging from \$110,000 - \$130,000.

Staff Recommendation:

The staff recommends that the City Council approve the contract extension with Evoqua.

Motion:

I move to authorize the City Manager to execute the contract extension with Evoqua.

Attachments:

- Evoqua water technologies contract extension.



May 18, 2023

Seeth Albert

~~William Parry~~
City Manager
City of Gatesville
110 North 8th
Gatesville, TX 76528
Email: [REDACTED]

**RE: 2023 CHLORINE DIOXIDE CONTRACT EXTENSION
JUNE 1, 2023, THROUGH MAY 31, 2024
CITY OF GATESVILLE, TX
Evoqua Quote No. [REDACTED]**

Dear Mr. Parry:

Evoqua Water Technologies LLC thanks you for your business and we specifically appreciate your ongoing use of Akta Klor 25.

The new price for AKTA KLOR 25 (25% Sodium Chlorite) will be \$1.00 per liquid pound delivered. This pricing will take effect June 1, 2023 and remain firm through May 31, 2024. The price for Service and Equipment will be \$1,544 per month. Any applicable taxes due are not included.

If this price is acceptable, please sign and return this letter to [REDACTED].

The attached Evoqua Terms and Conditions are considered part of this notice and shall prevail.

PLEASE NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > [REDACTED]. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (337) 247 6407 or via email at [REDACTED]. We look forward to providing "Best in Class" service for years to come.

Sincerely,

Evoqua Water Technologies LLC

Mitch Broach

Mitch Broach
Technical Sales Representative

[REDACTED]

[REDACTED]

[REDACTED]

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. **THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

(May 2015)

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

[May 2015]

RE: 2023 CHLORINE DIOXIDE CONTRACT EXTENSION
JUNE 1, 2023, THROUGH MAY 31, 2024
CITY OF GATESVILLE, TX
Evoqua Quote No. 02306101 P2

ACCEPTANCE OF PROPOSAL

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to  (841) 359-7885

Company Name: City of Gatesville

This 23rd day of May Month 2023 Year

By: Scott E. Allen

Title: City Manager

P.O.# N/A



Agenda Item #10

CITY COUNCIL MEMORANDUM

Date: June 13, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding the budget calendar for Fiscal Year 2023-2024.

Information:

This evening, the City Council will consider approving the attached budget calendar for Fiscal Year 2023-2024. A budget calendar plays a vital role in streamlining the budgeting process, enhancing coordination, accountability, and transparency, while enabling effective decision-making and public participation. By providing a clear timeline and structure, it contributes to the successful development and implementation of the city's budget.

Please note that most budget activities for the City Council will take place during regular council meeting dates. However, a special called meeting is scheduled for **August 29** for the second reading of the budget ordinance and to conduct a public hearing. If you are unable to attend any regular special called meetings due to scheduled family vacations or other events, please notify either Mike or me as soon as possible.

Financial Impact:

N/A

Staff Recommendation:

The staff recommends that the City Council approve the budget calendar for Fiscal Year 2023-2024.

Motion:

I move to approve the budget calendar for Fiscal Year 2023-2024.

Attachments:

- The budget calendar for Fiscal Year 2023-2024.

Staff Contacts:

Scott Albert - salbert@gatesvilletx.com

Budget Calendar

DATE	MEETINGS/PUBLIC HEARINGS & NOTICES REQUIRED
April – May	Coryell County Appraisal District mails notices of appraised values
May	Distribute Budget Documents <ul style="list-style-type: none"> • Distribute the FY 2023-24 Budget Information Packet to Department Heads
May 9	Regular Council meeting - Mid Fiscal Year Budget Review With Council
May	Coryell County Appraisal District prepares and submits estimated taxable values to Coryell County Tax Assessor-Collector
May-June	Department Head Meetings – Budgetary Submission Requests and Review <ul style="list-style-type: none"> • Present “Preliminary” Budget(s) Assumptions • Submit base budget and all decision packages for review • Schedule dept. heads to discuss all packages/ personnel
May 23	Regular City Council Meeting <ul style="list-style-type: none"> • Submit Proposed Calendar for Budget & Tax dates to City Council • Present Coryell County Appraisal District 2023 Preliminary Assessment Roll
June 13	Regular City Council Meeting
June 27	Regular City Council Meeting
July 11	Regular City Council Meeting <ul style="list-style-type: none"> • Submit Preliminary Budget Assumptions to City Council for Review

Certified Estimated Appraisal Tax Roll from Coryell CAD due

- July 25**

Regular City Council Meeting - First Proposed Budget Workshop

- ## August 7

Post Tax rate information & File Proposed Budget with City Secretary

- ## August 8

Regular City Council Meeting

- August 19**

Publish Notice of Public Hearings on Budget

August 21

Last Day to Order General Election or Special Election on a Measure

August 22

Regular City Council Meeting

- P75**

August 29	71 days prior to Uniform Election date (Sec. 26.05 Tax Code)
August 29	Special Called City Council Meeting <ul style="list-style-type: none"> • 2nd reading of Ordinances to approve Budget, Tax Rates and Rates & Fees • Hold Public Hearing on Budget
September 2	Publish notice for Tax Rate Hearing
September 12	Regular City Council Meeting <ol style="list-style-type: none"> 1) Adopt FY 2023-24 Budget by Ordinance (3rd reading) 2) Public Hearing on Tax rate 3) Vote on Tax Levy and Rate, Adopt by Ordinance(3rd reading) Vote 4) Vote on Ordinance approving tax rolls and providing an effective date 5) Ratify Budget by Ordinance 6) 3rd reading of Ordinances to approve Rate and Fees 7) Rates and fees set by Resolution
September 26	Regular City Council Meeting
September 29	Last day to Adopt Tax Rate for Current Year
September 30	Last day of 2022-23 Fiscal Year
November 7	Uniform Election Date

2023

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-OCTOBER-

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