

City Council Meeting

September 12, 2023

At

Gatesville Council Chamber

110 N. 8th Street

5:30 P.M.



**INDEX
REGULAR CITY COUNCIL MEETING
SEPTEMBER 12, 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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**2023-24 FISCAL YEAR; AND RATIFYING THE PROPERTY TAX INCREASE
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- RECESS REGULAR MEETING AND CALL A PUBLIC HEARING -----

**HEAR COMMENTS ON THE PROPOSAL TO SET CITY OF GATESVILLE FISCAL YEAR
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----- END PUBLIC HEARING AND RECONVENE REGULAR MEETING

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THE CITY OF GATESVILLE; AND PROVIDING AN EFFECTIVE DATE
(3RD & FINAL READING OF ORDINANCE 2023-05) (MIKE HALSEMA)**

**NO MEMO - RECESS REGULAR MEETING AND CALL AN EXECUTIVE SESSION -
CLOSED MEETING -----**

**SECTION 551.074 (PERSONNEL MATTERS) - DELIBERATION IN REGARDS TO
RETAINING SPECIAL COUNSEL FOR WATER AND
WASTEWATER ISSUES**

END EXECUTIVE SESSION AND RECONVENE OPEN MEETING -----

**NO MEMO - DISCUSSION AND POSSIBLE ACTION IN REGARDS TO RETAINING
SPECIAL COUNSEL FOR WATER AND WASTEWATER ISSUES**

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
5:30 P.M.
GATESVILLE CITY COUNCIL CHAMBERS
110 NORTH 8TH STREET, GATESVILLE, TEXAS 76528
SEPTEMBER 12, 2023

1. Call Regular Meeting 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 2023-102: Minutes from Regular City Council Meeting August 22, 2023

Resolution 2023-103: Minutes from Special City Council Meeting August 29, 2023

Resolution 2023-104: Proclamation for the National Society Daughters of the American Revolution declaring September 17th through September 23rd as "Constitution Week"

Resolution 2023-105: Interlocal Agreement for 9-1-1 Public Safety Answering Point Services between the Central Texas Council of Governments and the City of Gatesville, Texas

4. Discussion and possible action regarding a Resolution of the City Council of the City of Gatesville, Texas approving a professional services agreement with Post Oak Preservations Solutions, L.L.C., a Texas limited liability company, for a survey and determination of eligibility for National Register of Historic Places nomination; authorizing the City Manager to execute said agreement; and providing an effective date (Scott Albert)
5. Discussion and possible action regarding a request from Gatesville Independent School District regarding temporary street closures for Gatesville Intermediate School Fall Festival (Deborah Ford)
6. Discussion and possible action regarding an Ordinance making appropriations for the support of the City of Gatesville, Texas, for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024. Appropriating funds to a sinking fund to pay interest and principal on the City's indebtedness; adopting the annual budget of the City of Gatesville, Texas, for the 2023-24 fiscal year; and ratifying the property tax increase reflected in the FY 2023-24 budget (3rd and final reading of Ordinance 2023-03) (Scott Albert)
7. Recess Regular meeting and call a-----

Public Hearing

Hear comments on the proposal to set City of Gatesville Fiscal Year 2024 Tax Rate at \$0.5600 per \$100 of taxable value (Scott Albert)

8. End Public Hearing and reconvene Regular Meeting
9. Discussion and possible action regarding an Ordinance adopting a tax rate of \$0.56 per \$100 valuation to support the 2023-2024 Budget for the City of Gatesville, Texas (3rd and final reading of Ordinance 2023-04) (Scott Albert)

10. Discussion and possible action regarding an Ordinance of the City of Gatesville, Texas repealing Chapter 18, Fees of the Code of Ordinances of the City of Gatesville; adopting a new fee schedule for the City of Gatesville; and providing an effective date (3rd and final reading of Ordinance 2023-05) (Mike Halsema)
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);

Section 551.074 (Personnel Matters) - Deliberation in regards to retaining Special Counsel for Water and Wastewater issues

12. End Executive Session and Reconvene Open Meeting -----
13. Discussion and possible action in regards to retaining Special Counsel for Water and Wastewater issues
14. Adjourn Meeting

I hereby attest that the above agenda was posted on this the 8th day of September, 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, 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
AUGUST 22, 2023 AT 5:30 P.M.
COUNCIL CHAMBERS, 110 NORTH 8TH STREET,
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER REGULAR CITY COUNCIL MEETING AT 5:34 P.M. THIS 22ND DAY OF AUGUST, 2023

COUNCIL PRESENT: Mayor Gary Chumley, Councilmembers Barbara Burrow, Greg Casey, Joe Patterson, John Westbrook, and Meredith Rainer (arrived at 5:45p.m.)

ABSENT: Councilmember Claude Williams

CITY STAFF PRESENT: City Manager Scott L. Albert, City Secretary Wendy Cole, Finance Director Mike Halsema, Police Chief Brad Hunt, Parks and Recreation Director Seth Phillips, and Utility Office Manager Dora De La Torre

OTHERS: Leo Corona, Mason K. Matthews, Latania Franks, Tim Oordt, and Gatesville Messenger Staff Writers, David Scott and Kaylee Dusing

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

Leo Corona of 409 State School Road first commended the Fire Department for their great coordination fighting the fire on State School Road today- they did a great job. Mr. Corona also praised the Police Department for issuing the Code Red alerting State School Road residents of the need to evacuate and then after the fire was under control; informing residents that it was safe to go back to their houses.

Mr. Corona then spoke to the Council in regards to the Bulk Waste collected by Waste Management. The Waste Management (WM) flyer just says that Freon must be removed from refrigerated appliances- but doesn't say that a certified technician must remove the Freon (at the customer's expense) as Mr. Corona said that he found out when he spoke to WM.

Mayor Chumley said that the Council and City staff were aware of that rule and that it is a federal law (not just WM) to remove Freon. Mayor Chumley said that the City will do a better job of communicating the Freon removal process.

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 2023-92: Minutes from Regular City Council Meeting August 8, 2023

RESOLUTION 2023-93: Resolution amending Authorized Representatives for TexPool

RESOLUTION 2023-94: Investment Policy and Strategy for the City of Gatesville

Motion by Barbara Burrow, seconded by John Westbrook, to approve the Consent Agenda; all four voting "Aye", motion passed.

4) DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM THE GATESVILLE CHAMBER OF COMMERCE REGARDING TEMPORARY STREET CLOSURES FOR THE CORKS AND KEYS EVENT (MASON MATTHEWS)

Gatesville Chamber of Commerce President, Mason Matthews (of 302 Sealy Court) spoke to the Council regarding the Corks and Keys event that has occurred in previous years in the downtown area and is scheduled this year on November 4, 2023. If Council approves the Chamber's request, a temporary special events sales permit request will be submitted to Texas Alcoholic Beverage Committee to accommodate the event. There was discussion regarding the streets that were requested to be temporarily closed and the times of the closures and the time of the event. Mr. Mason said that the Chamber will visit the businesses on the square to discuss the event and encourage them to remain open during the festivities. The Street and Police Departments will be made aware of the event. Live acoustic music is planned for entertainment and vendor spots will be available.

RESOLUTION 2023-95: Motion by John Westbrook, seconded by Greg Casey, to approve the temporary street closures on 6th, 7th, and Leon Streets for the Corks and Keys event on November 4, 2023; all four voting "Aye", motion passed.

5) DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM THE GATESVILLE CHAMBER OF COMMERCE REGARDING TEMPORARY STREET CLOSURES FOR THE CHRISTMAS PARADE (MASON MATTHEWS)

Gatesville Chamber of Commerce President, Mason Matthews (of 302 Sealy Court) spoke to the Council regarding street closures for the Christmas Parade scheduled in Gatesville on December 9, 2023. Mr. Matthews discussed the parade route: South Lovers Lane from the High School, turn left onto Main Street (HWY 84), turn left onto South Lutterloh and then turn eastbound or westbound on Leon Street as an exit. The parade is scheduled for 9:00 a.m. to 11:00 a.m.

RESOLUTION 2023-96: Motion by Joe Patterson, seconded by Meredith Rainer, to approve the temporary street closures for the Christmas Parade on December 9, 2023: South Lovers Lane by the High School, South Lutterloh, and Leon Street for exiting, and portion of Main Street pending TxDOT's approval regarding the Main Street closure request; all five voting "Aye", motion passed.

6) DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM THE GATESVILLE CHAMBER OF COMMERCE REGARDING TEMPORARY STREET CLOSURES FOR THE SHIVAREE IN 2024 (MASON MATTHEWS)

Gatesville Chamber of Commerce President, Mason Matthews (of 302 Sealy Court) spoke to the Council regarding street closures for the 2024 Shivarree event that is held annually in June. The Chamber requested to close the streets around the Courthouse square from May 31- June 1, 2024. Mr. Matthews said that the Chamber wanted to bring the Shivarree back to the downtown area like it used to be. There was discussion regarding the possibility of holding a concert at the square. There was further discussion regarding the location of the carnival and the Ordinance restrictions concerning the hours and private residence distance regulations.

RESOLUTION 2023-97: Motion by Barbara Burrow, seconded by Greg Casey, to approve the temporary street closures around the Gatesville Courthouse square on May 31- June 1, 2024 for the Shivarree event with the Carnival location to be a separate consideration in 2024; all five voting "Aye", motion passed.

7) DISCUSSION AND POSSIBLE ACTION REGARDING THE PURCHASE AND FINANCING
OF MUSCO ATHLETIC FIELD LIGHTING AT THE GATESVILLE SPORTS COMPLEX
(SCOTT ALBERT AND SETH PHILLIPS)

City Manager Scott Albert and Parks and Recreation Director Seth Phillips explained to the Council that recently, Texas New Mexico Power (TNMP) conducted a comprehensive inspection of all their utility poles in Gatesville. During TNMP's assessment, several utility poles within the athletic field complex were identified as needing replacement due to safety concerns. Considering this evaluation, staff has explored potential solutions for new athletic field lighting systems. Staff recommended that the City Council consider replacing the current lighting systems at three athletic fields - Bob Arnold, James Box, Chuck Hyles - with a Musco lighting system. The total cost to acquire the Musco lighting systems equals \$776,157.00. This quote reflects Musco's Buyboard purchase price and will cover the cost of purchase and installation of the lights. The proposed loan will mature in 10 years, with an annual payment of \$101,522.98 with an associated interest rate of 5.21%. The FY-24 proposed budget includes the first-year payment. The funding for the new lighting project will be sourced from Hotel Occupancy Tax (HOT) funds. Moreover, the final payment for renovations to the civic center, also funded by HOT funds, will be submitted this year, releasing approximately \$55,000 that can be allocated toward the Musco loan.

Recreation Director Seth Phillips said that the poles on Hyles and Box Fields were installed in 1992 (31 years ago) and the poles on Arnold Field still have the pegs on the poles where a worker would climb the pole to change a bulb instead of using a bucket truck. This year there have been 3 major issues with the lighting system:

1. A pole was cracked, rotted, & leaning on Box Field that was cut down/replaced by Hamilton County Electric.
2. A power pole fell over (with power lines connected) in one of the outfields during the last winter storm and when evaluated found it was rotted as well.
3. A wooden cross arm that holds the light fixtures and was hooked on a pole rotted and fell and was dangling.

Seth shared Little League lighting standards results that were addressed during a 2017 safety audit. Lighting systems should consist of lighting, electrical, and structural components that are designed to work together as a system that is durable and provides safety features. Musco lighting is engineered as a complete system. Mr. Phillips also pointed out that the 2017 safety audit noted that wooden poles have not been allowed for new outdoor lighting systems since September 1, 1994.

Tim Oordt, of Musco Lighting, presented a Power Point program highlighting the proposed Gatesville Sports Complex Lighting Project which included:

- Musco Lighting is based in Iowa and have been in business for 47 years.
- Musco is both the designer and manufacturer and offers a 25-year warranty that covers parts & labor.
- Musco Light is capable of monitoring the system and can tell if there is an outage and promptly determine the cause of the outage and immediately coordinate repairs with the Parks & Recreation staff. There will be zero parts, maintenance or labor cost to the City for 25 years.
- City staff/city users will be able to turn the lights on/off with their phones.
- Musco Lighting system adheres to the Little League lighting standards.
- Light Structure system includes lightning ground protection.
- Showed examples of baseball fields with before and after pictures of the Musco LED light source which featured industry-leading spill and glare technology and how the light pollution is minimized in nearby highways and neighborhoods.
- Energy savings while increasing light capability.

There was a brief discussion regarding the condition of the other field's lighting, if other companies were considered, and the lease purchase proposal terms, payments and possibility of paying the debt off early. The time frame of installation will work with the various city athletic leagues schedules. Mr. Oordt said that the life span of the lights have proven to be a very good system even after 25 years. The warranty can be expanded if desired.

Councilmember Westbrook said that this system was installed at the school's athletic fields and has been

an incredible system.

RESOLUTION 2023-98: Motion by Meredith Rainer, seconded by John Westbrook, to authorize the City Manager to execute contracts and proceed with financing arrangements with Musco Sports Lighting for the purchase of athletic field lighting for Bob Arnold, James Box, and Chuck Hyles fields for an amount not to exceed \$780,000; all five voting “Aye”, motion passed.

8) DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR SUBDIVIDING A 3-ACRE PARCEL OUT OF THE EDWARD NORTON SURVEY, ABSTRACT NO. 782, TO BE KNOWN AS THE PC INVESTORS ADDITION. (SCOTT ALBERT)

City Manager Albert said that this plat proposal is in regards to a car wash that is to be built on the 3-acre parcel located just north of Walgreens and Burger King off of State Highway 36.

This subdivision proposal takes place entirely within City Limits and the proposed commercial use complies with the provisions of the City’s Zoning Ordinance. The entirety of the development is zoned B/C BUSINESS COMMERCIAL and the lot size meets minimum standards per Zoning Codes. Public Utilities (water & sewer) are already existing and will be provided by the City of Gatesville. No improvements are necessary as part of this subdivision proposal, as such engineering documentation, is not needed. Future commercial development improvements would be regulated through the permitting process. The Planning and Zoning Commission reviewed and unanimously approved the subdivision request at their last regular meeting held on August 7, 2023.

RESOLUTION 2023-99: Motion by Barbara Burrow, seconded by Greg Casey, to approve the application subdividing the 3-acre parcel out of the Edward Norton Survey, Abstract No. 782 to be known as the PC Investors Addition; all five voting “Aye”, motion passed.

9) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE ADOPTING THE 2024 FISCAL YEAR BUDGET FOR THE CITY OF GATESVILLE (1ST READING OF ORDINANCE 2023-03). (SCOTT ALBERT)

City Manager, Scott Albert, said that according to the city charter, ordinances must undergo a reading during open council meetings on three separate occasions. On August 29th, the council will convene a Special Called meeting for the second reading of the ordinance and asked the Councilmembers to mark their calendars. The third reading will take place at the regularly scheduled meeting on September 12th. The total budget for FY- 24 amounts to \$33,949,363, representing an increase of \$17,537,349 from the current FY-23 budget of \$16,412,014. This significant increase is primarily attributable to several capital projects totaling \$16,932,072.

The table below outlines the allocation of funds across the three main areas for FY-24:

Description	Amount
Operation & Maintenance	14,261,893
Capital Projects	16,932,072
Debt	2,755,398
TOTAL	\$33,949,363

ORDINANCE 2023-03-01: Motion by Meredith Rainer, seconded by Barbara Burrow, to approve the first reading of Ordinance 2023-03 making appropriations for the support of the City of Gatesville, Texas, for the Fiscal Year beginning on October 1, 2023, and ending on September 30, 2024. Appropriating funds to a Sinking Fund to pay Interest and Principal on the City’s Indebtedness; Adopting the annual budget of the City of Gatesville, Texas, for the 2023-24 Fiscal Year; and ratifying the Property Tax increase reflected in the Fiscal Year 2023-24 Budget; all five voting “Aye”, motion passed.

10) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE ADOPTING A TAX RATE OF \$0.56 PER \$100 VALUATION TO SUPPORT THE 2023-2024 BUDGET FOR THE CITY OF GATESVILLE, TEXAS (1ST READING OF ORDINANCE 2023-04) (MIKE HALSEMA)

Finance Director, Mike Halsema, said that this Ordinance requires three readings and that final approval of the tax rate requires a 60% majority vote. The proposed tax rate is the same as last year's at \$0.5600 per \$100 of taxable assessed valuation.

ORDINANCE 2023-04-01: Motion by John Westbrook, seconded by Greg Casey, to approve the first reading of Ordinance 2023-04 adopting a tax rate of 0.5600 cents per \$100 taxable assessed valuation, adopting and setting the 2023 tax rate of \$0.5600 cents per \$100 taxable assessed valuation of which 51.0405 cents is for maintenance and operations and 4.9595 cents is for interest and sinking funds for the repayment of bonded debt; all five voting "Aye", motion passed.

11) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS REPEALING CHAPTER 18, FEES OF THE CODE OF ORDINANCES OF THE CITY OF GATESVILLE; ADOPTING A NEW FEE SCHEDULE FOR THE CITY OF GATESVILLE (1ST READING OF ORDINANCE 2023-05) (MIKE HALSEMA)

Finance Director, Mike Halsema, said that this Ordinance requires three readings to adopt the new fee schedule. This new fee schedule will consolidate the past Resolutions and Ordinances that have had fines and fees associated to them and submit them all into Chapter 18 in the City's Code of Ordinances, instead of in different places. Mr. Halsema discussed the few fee changes:

Utility fees: - Water base charge per month for 3/4" meters will increase 20 cents; volumetric rate on first tier will increase 3 cents, 19 cent increase for the second tier, 42 cent increase for the third tier, and 62 cent increase for the fourth tier.
- Sewer base charge per month will increase 9 cents and volumetric rate will increase by 3 cents.

These new utility fees are being proposed to begin on October 1, 2023 which is the beginning of the fiscal year instead of the past process of starting the new charges in April of each year. The change will align with the budget and the fiscal year.

The commercial changes are very similar to the changes presented and all fee changes are based on the NewGen Strategies design.

Youth Sports fees went up as the City was subsidizing some of the costs regarding what is supplied to teams.

Off duty officer security (per hour) will charge an additional \$25 ONLY if the vehicle is being utilized for the event. The \$25 fee will cover the cost of the vehicle used during the event.

Some of the fees included in the ordinances are fees that have been charged for years but were never included in the ordinances or fees such as various Library fees and Boozaar fees for vendors. The City are including all these fees to be more transparent to residents.

Department Heads assessed fees based on statutes or ordinances and reviewed their fee structure to determine if it covered the cost of service and also benchmarked the City of Gatesville's fee schedule against other cities in Central Texas (to compare what we were charging versus what they were charging for the same service).

ORDINANCE 2023-05-01: Motion by Barbara Burrow, seconded by Joe Patterson, to approve the first reading of Ordinance 2023-05 repealing Chapter 18 (Fees) of the City of Gatesville Code of Ordinances; adopting a new fee schedule for the City of Gatesville; all five voting "Aye", motion passed.

12) **CITY MANAGER'S REPORT:** Before the Mr. Albert's report, Police Chief Brad Hunt gave a brief overview of the fire that happened today on State School Road:

Police Chief Hunt said that about 1:00 p.m. this afternoon a grass/brush fire started in a big hayfield directly east of Cornerstone Church on State School Road. Not sure how the fire started but it did start in the middle of the field and spread south and west quickly and there were 20 mph winds blowing. There were about 7 available police units and 20 available firefighters that showed up. There were several brush trucks on site to fight the fire but had a hard time keeping up because of the wind. Extra resources were called out to help with the closure of State School Road and evacuation of residents on the road affected by the fire. The fire probably got within 30 yards of Cornerstone Church and probably 5 feet to the house south of the church but both were saved by the fire department. Local fire departments responded to the fire call and they all did an outstanding job assisting the Gatesville Volunteer Fire Department. There was assistance from the DPS, Coryell County Sheriff's Office, Game Wardens, Constables, and GISD officers to help with traffic control and evacuations. Approximately 60 acres burned and 30 houses were evacuated. The fire was kept from jumping the road which was a concern as one of the City's Wastewater Treatment Plants and the Animal Shelter could have been in the path. This didn't happen because of the great efforts of the Fire Department, Law enforcement and EMS and everyone that showed up to help. Chief Hunt reported that it is about 95% contained and the Fire Department will be monitoring for hotspots throughout the night.

The fire out in the county on FM 116 flared back up. It is not affecting the city limits but is burning 120+ acres. The city's resources are helping out with that fire.

City Manager Albert resumed his report:

1. **Stillhouse WWTP Expansion (Update):** On August 16, the staff received an offer letter from Matous Construction, which entails reducing construction costs and modifying the scope of work for the Stillhouse WWTP project. Matous Construction has successfully lowered the construction expenses on the Stillhouse WWTP to \$7,133,000, a figure well aligned with the city's budgetary constraints. The following Texas Water Development Board (TWDB) funds are available for improvements at the Stillhouse WWTP:

TWDB Budget Category	Amount
Construction Budget	6,653,906
Contingency Budget	1,233,714
TOTAL	7,887,620

The staff has requested Walker Partners to review the proposed budget numbers, and we are currently awaiting a response from the City Attorney regarding the implications of the reduced scope of work and construction costs on the bid award and contract documents. Following TWDB's approval of the change of scope of work; staff will bring the Matous bid to the Council – hopefully in September.

2. **Lovers Lane Water/Wastewater Replacement (Update):** The first bore has been completed, and preparations are underway for starting the second bore on September 5th. Notably, the intersection will be open at Business 36 and Lovers Lane. However, it is important to be aware that while the second bore is in progress, two lanes of traffic will be maintained, although each lane will be slightly reduced to a width of eleven feet. It could take 2 to 4 weeks before the second bore pit is completed and in place.

Mr. Albert expressed gratitude to B-Corp Utilities for their considerate approach in temporarily reducing their construction activities during the initial days of school starting. This allowed for traffic to flow along Lovers Lane with little disruption.

3. **Assessment of Water Production Operations and Capital (update):** Staff, Freese and Nichols (FNI) have agreed on a preliminary scope of work to evaluate the condition of the City's water production facilities in conjunction with City Operations. The objective is to develop a comprehensive list of improvements and their associated capital costs. FNI will work with the city to prioritize the improvements and subsequently present the summary of findings in a technical memorandum.

Staff expects to receive a formal proposal for the review within a few weeks once the draft has gone through FNI internal approval process. Staff anticipates having a formal proposal for council consideration by late September.

4. Downtown Revitalization (New): Staff has invited local building owners in the downtown area to attend a meeting on August 30th to provide insight on the use of federal and state historic tax credits. These credits can potentially cover up to forty-five percent (45%) of the costs associated with renovations to their buildings. Post Oak Preservation Solutions (POPS) will lead the discussion.

Furthermore, during the event, POPS will provide a comprehensive overview of the International Existing Building Codes applicable to downtown. These codes actively promote the adaptive reuse and repurposing of existing structures. They encompass a wide range of considerations, including repairs, alterations, additions, and changes of occupancy, catering to both existing and historic buildings.

In addition to the tax credits, discussion will briefly delve into the possibility of property owners benefiting from a partial return of property and sales taxes. This would be facilitated through a city-executed 380 agreement, further easing the financial burden of renovation costs.

As the meeting draws to a close, will hear from the building owners' regarding their visions for the downtown area.

5. Brownfields Cleanup Grant for the Rotunda (Update): The demolition of the Rotunda is complete, and staff is waiting on reports from Baer Engineering regarding the air quality at the Rotunda during the demolition and disposal of materials. City Manager will meet with the EPA on Wednesday regarding payments to RNDI and Baer Engineering.

6. Mills Street Water/Sewer Line Replacement (Update): LC Paving has been moving materials into the city for the project, and they will start work on Mary Street this week.

7. Nextlink – Fiber Internet Service (Update): Will find out when work will commence on the west side of town when Planning Director, Renee Ochoa, comes back to work as he is on vacation.

8. Upcoming Events:

August 23 – Fort Cavazos Tour.

August 29 – Special Called Council meeting for the budget.

13) MAYOR CHUMLEY STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, WILL CONVENE IN A CLOSED MEETING ON THIS 22ND DAY OF AUGUST, 2023 BEGINNING AT 7:11 P.M. AND ANNOUNCED THE SUBJECT TO BE DISCUSSED:

THIS CLOSED MEETING IS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 551.074- DELIBERATION IN REGARDS TO RETAINING SPECIAL COUNSEL

14) MAYOR CHUMLEY RECONVENED THE OPEN MEETING AND STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, ENDED ITS CLOSED MEETING AT 7:34 P.M. ON THIS 22ND DAY OF AUGUST, 2023

15) DISCUSSION AND POSSIBLE ACTION IN REGARDS TO RETAINING SPECIAL COUNSEL

RESOLUTION 2023-100: Motion by Meredith Rainer, seconded by John Westbrook, to approve retaining Victoria Thomas as Special Counsel for the City of Gatesville; all five voting “Aye”, motion passed.

REGULAR CITY COUNCIL MEETING
AUGUST 22, 2023
PAGE 8

New Gatesville Messenger reporter, Kaylee Dusang, was introduced and welcomed by Mayor Chumley.

16) ADJOURN MEETING AT 7:37P.M. THIS 22ND DAY OF AUGUST, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary M. Chumley
Mayor

SPECIAL CITY COUNCIL MEETING
AUGUST 29, 2023
5:30 P.M.
COUNCIL CHAMBERS, 110 NORTH 8TH STREET,
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER SPECIAL CITY COUNCIL MEETING AT 5:33 P.M. THIS 29TH DAY OF AUGUST, 2023

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

ABSENT: Councilmember Claude Williams

CITY STAFF PRESENT: City Manager Scott L. Albert, City Secretary Wendy Cole, Finance Director Mike Halsema, Police Chief Brad Hunt, and Library Director Shekinah Harp

OTHERS: Liz Shoaf and Leo Corona

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) DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM GATESVILLE INDEPENDENT SCHOOL DISTRICT REGARDING TEMPORARY STREET CLOSURES FOR GATESVILLE HIGH SCHOOL HOMECOMING PARADE (LIZ SHOAF)

Liz Shoaf of 1400 W. Leon spoke on behalf of the Gatesville Independent School District regarding temporary street closures for a Gatesville High School Homecoming Parade. Gatesville High School will be hosting pre-homecoming game festivities the evening of September 7th. Due to the drought and burn ban, the school's traditional bonfire that would have been held that night has been cancelled. School staff would like to offer the Senior class a "Homecoming Parade" in lieu of the bonfire. There will be junior high football and volleyball games that night so Marshall Street will be lined with cars, in turn making it difficult to avoid using other streets for the parade route. Ms. Shoaf said that the first route proposed for the parade has changed because Texas Department of Transportation (TxDOT) indicated they would like to keep east-bound traffic going down the turning lane during the proposed parade route that included a section of Main Street (HWY 84). Due to safety reasons, school staff isn't comfortable with that set up so an alternate route that included city streets only was provided to the Council. The new proposed route would start at 7:00 p.m. on Hornet Way by the Intermediate School and go north and turn right on Marshall Street and then circle around the school's walking trail. The parade is expected to last approximately 30 minutes. After further discussion Ms. Shoaf asked the Council to also consider the temporary street closure of 27th Street. Parking was briefly discussed and also that the School Resource Officers would handle the street closures.

RESOLUTION 2023-101: Motion by John Westbrook, seconded by Greg Casey, to approve the updated temporary street closures on September 7, 2023 for the Gatesville High School Homecoming Parade which starts at 7:00 p.m. The street closures are southern end of Hornet Way by the Intermediate School; east section of Marshall Street, and 27th Street; all five voting "Aye", motion passed.

4) RECESS REGULAR MEETING AT 5:38 P.M. AND CALL A -----

PUBLIC HEARING

HEAR COMMENTS CONCERNING THE CITY OF GATESVILLE PROPOSED BUDGET FOR
FISCAL YEAR 2024

Leo Corona of 409 State School Road spoke about the budget and how the various rate increases were determined. He understood that other municipalities costs were compared but questioned whether individual Department Heads and staff did their own analysis to compare costs and rate increases. Everything always increases because of cost of living but is there a way to try to find cost effective ways to cut rate increases? Mr. Corona said that he knows that a lot of effort goes into the budget process and staff and Council have done a phenomenal job but maybe some kind of policy needs to be implemented.

Mayor Chumley stated that the new software that the City Council recently approved that will be implemented in future budget processes will help micro-manage the City's costs and will help determine cost adjustments moving forward.

Mr. Corona asked if a City representative goes to County meetings?

Mayor Chumley said that he has gone to some meetings and sometimes the City Manager or city staff have gone if there is an agenda item that relates to the City.

5) END PUBLIC HEARING AND RECONVENE REGULAR MEETING AT 5:44 P.M.

6) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE ADOPTING THE
2024 FISCAL YEAR BUDGET FOR THE CITY OF GATESVILLE (2ND READING OF
ORDINANCE 2023-03) (SCOTT ALBERT)

City Manager, Scott Albert, said that this is the second reading of the budget ordinance with the third reading taking place at the regularly scheduled meeting on September 12th which at that same meeting the Council will consider adopting the budget.

The table below outlines the allocation of funds across the three main areas for FY-24:

Description	Amount
Operation & Maintenance	14,261,893
Capital Projects	16,932,072
Debt	2,755,398
TOTAL	\$33,949,363

There were no questions regarding the 2024 Fiscal Year Budget for the City of Gatesville.

ORDINANCE 2023-03-02: Motion by Barbara Burrow, seconded by Joe Patterson, to approve the second reading of Ordinance 2023-03 making appropriations for the support of the City of Gatesville, Texas, for the Fiscal Year beginning on October 1, 2023, and ending on September 30, 2024. Appropriating funds to a Sinking Fund to pay Interest and Principal on the City's Indebtedness; Adopting the annual budget of the City of Gatesville, Texas, for the 2023-24 Fiscal Year; and ratifying the Property Tax increase reflected in the Fiscal Year 2023-24 Budget; all five voting "Aye", motion passed.

7) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE ADOPTING A TAX RATE OF \$0.56 PER \$100 VALUATION TO SUPPORT THE 2023-2024 BUDGET FOR THE CITY OF GATESVILLE, TEXAS (2ND READING OF ORDINANCE 2023-04) (MIKE HALSEMA)

Finance Director, Mike Halsema, reminded the Council that the proposed tax rate remains the same as last year's at \$0.5600 per \$100 of taxable assessed valuation. On the third reading of the ordinance on September 12th, the tax rate public hearing will be conducted.

There were no questions regarding the tax rate to support the 2023-2024 City of Gatesville budget.

ORDINANCE 2023-04-02: Motion by Joe Patterson, seconded by Greg Casey, to approve the second reading of Ordinance 2023-04 adopting a tax rate of 0.5600 cents per \$100 taxable assessed valuation, adopting and setting the 2023 tax rate of \$0.5600 cents per \$100 taxable assessed valuation of which 51.0405 cents is for maintenance and operations and 4.9595 cents is for interest and sinking funds for the repayment of bonded debt; all five voting "Aye", motion passed.

8) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS REPEALING CHAPTER 18, FEES OF THE CODE OF ORDINANCES OF THE CITY OF GATESVILLE: ADOPTING A NEW FEE SCHEDULE FOR THE CITY OF GATESVILLE; AND PROVIDING AN EFFECTIVE DATE (2ND READING OF ORDINANCE 2023-05) (MIKE HALSEMA)

Finance Director, Mike Halsema, said that nothing has changed on the Fee Schedule for this second reading except a deletion of a duplicate line where the prison's sewer rates were referenced twice.

There were no questions regarding the Fee Schedule for the City of Gatesville.

ORDINANCE 2023-05-02: Motion by Greg Casey, seconded by Meredith Rainer, to approve the second reading of Ordinance 2023-05 repealing Chapter 18 (Fees) of the City of Gatesville Code of Ordinances; adopting a new fee schedule for the City of Gatesville; and providing an effective date; all five voting "Aye", motion passed.

9) ADJOURN MEETING AT 5:50 P.M. THIS 29TH DAY OF AUGUST, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary M. Chumley
Mayor



Consent Agenda Item # 3

CITY COUNCIL MEMORANDUM

Date: September 12, 2023
To: Mayor & City Council
From: Wendy Cole, City Secretary

Agenda Item: Discussion and possible action regarding a Proclamation for the Elizabeth Gordon Bradley Chapter of the National Society Daughters of the American Revolution declaring September 17th through September 23rd as "Constitution Week".

Information: The National Society Daughters of the American Revolution have dedicated themselves to historical preservation, promotion of education, and encouragement of patriotic endeavor and participate in an array of projects to help preserve our cultural heritage including restoring and maintaining historical sites, organizing and contributing to major restorations, commemorations and memorials, and preserving records, artifacts, and historical documents.

The Elizabeth Gordon Bradley Chapter of the National Society Daughters of the American Revolution out of Waco are requesting a proclamation commemorating Constitution Week, September 17-23, 2023.

No one will be available to receive the proclamation at the meeting but Council was asked to please issue the proclamation commemorating Constitution Week.

Staff Recommendation:

The staff recommends that the City Council approve the Proclamation for the National Society Daughters of the American Revolution declaring September 17th through September 23rd as "Constitution Week".

Motion:

I make a motion to approve the Proclamation for the Elizabeth Gordon Bradley Chapter of the National Society Daughters of the American Revolution declaring September 17th through September 23rd as "Constitution Week".

Attachments:

- Proclamation

Staff Contacts: Wendy Cole, City Secretary wcole@gatesvilletx.com



Office of the Mayor
Gatesville, Texas

Proclamation

WHEREAS: September 17, 2023, marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Gary M. Chumley, by virtue of the authority vested in me as Mayor of Gatesville, Texas, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

*In witness whereof I have hereunto set my
hand and caused this seal to be affixed.*

Attest: _____

Date: _____



Consent Agenda Item #3

CITY COUNCIL MEMORANDUM

Date: September 12, 2023

To: Mayor & City Council

From: Brad Hunt, Chief of Police

Agenda Item: Discussion and Possible Action to Approve the Interlocal Agreement for 9-1-1 Public Safety Answering Point Services, Between the City of Gatesville and the Central Texas Council of Governments.

Information:

Each biennium CTCOG 9-1-1 sends out the Public Safety Answering Point Interlocal Agreement for signatures. The ILA ensures CTCOG and regional PSAPs are adhering to guidance from the Commission on State Emergency Communications, our governing body. The ILA provides direction to all parties which will keep our PSAPs functioning efficiently and within applicable law and policy.

The Gatesville Police Department is the PSAP for northern Coryell County, including the city and surrounding areas, for police, fire, and EMS. We confirm we are adhering to the above-referenced guidance, and we rely on the support of CTCOG for training, equipment, and emergency assistance.

Financial Impact:

None

Staff Recommendation:

The staff recommends that the city council approve the Interlocal Agreement.

Motion: I move to approve the Interlocal Agreement for 9-1-1 Public Safety Answering Point Services, Between the City of Gatesville and the Central Texas Council of Governments.

Attachments:

Updated Interlocal Agreement

Staff Contacts:

Brad Hunt, Chief of Police bhunt@gatesvilletx.com

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

- 1.1 The Central Texas Council of Governments (CTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. CTCOG has developed a Strategic Plan to operate 9-1-1 service (Strategic Plan) in State Planning Region 23 (Region), and the Commission on State Emergency Communications (CSEC) has approved this current Strategic Plan.
- 1.2 City of Gatesville is a local government that operates a Public Safety Answering Point (PSAP) that participates in implementing the Strategic Plan as approved by CSEC.
- 1.3 CSEC, as authorized by Texas Health & Safety Code Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
- 1.4 The Contract for 9-1-1 Services between CSEC and CTCOG requires CTCOG to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service; the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to CTCOG (9-1-1 Funds); and adherence to Applicable Law.
- 1.5 The County Road and Bridge Act authorizes regional planning commissions to perform addressing activities. To properly route 9-1-1 calls to relevant PSAPs, City of Gatesville will assist CTCOG in performing address database maintenance activities.
- 1.6 In supplying and operating the PSAP, CTCOG and City of Gatesville will cooperate with each other to provide reliable 9-1-1 service within the PSAP boundary, and in connection with other PSAPs in the Region and State.
- 1.7 CTCOG recognizes the Gatesville Police Department PSAP as a Primary PSAP which directly receives all 9-1-1 calls originating within the territorial boundaries of the City of Gatesville and/or for Emergency Services Numbers (ESNs) designated and approved by CTCOG. Notwithstanding this designation, CTCOG remains the 9-1-1 service customer, or equivalent, and is not authorizing the City of Gatesville or its PSAP to act as an agent or representative of CTCOG.

Article 2: Applicable Law

- 2.1 Applicable Laws include, but are not limited to:
 - 2.1.1 The biennial Texas General Appropriations Act;
 - 2.1.2 Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I) and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code;
 - 2.1.3 Texas Government Code Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act);
 - 2.1.4 Texas Government Code Chapter 2260 (Resolution of Certain Contract Claims Against the State);
 - 2.1.5 Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391);
 - 2.1.6 Texas Transportation Code Title 6, Subtitle C, Chapter 251, Section 251.013.
- 2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the City of Gatesville 30 days following the date of its adoption unless CTCOG finds and declares that an emergency exists which requires that any such policy or procedure be enforceable immediately.
- 2.3 CTCOG shall provide the City of Gatesville written notice of all new or amended policies, procedures, or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the City of Gatesville.

Article 3: Performance

- 3.1 City of Gatesville agrees to:
 - 3.1.1 Operate and maintain the Gatesville Police Department PSAP located at 200 N 8th St, Gatesville, TX 76528;
 - 3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week, including all weekends and holidays;
 - 3.1.3 Cooperate with CTCOG in providing and maintaining suitable PSAP space meeting all technical requirements;
 - 3.1.4 Cooperate with neighboring jurisdictions in routing 9-1-1 calls; and
 - 3.1.5 Perform the duties listed in the attached Scope of Work (Attachment B).
- 3.2 CTCOG agrees to cooperate with The City of Gatesville in providing reliable 9-1-1 service.

Article 4: Performance Monitoring

- 4.1 CTCOG and CSEC reserve the right to perform on-site monitoring of the PSAP for compliance with Applicable Law and performance of this Agreement and its Scope of Work (Attachment B).
- 4.2 As required by CSEC, CTCOG will perform PSAP monitoring at least once per year.
- 4.3 The City of Gatesville agrees to fully cooperate with all monitoring requests from CTCOG and/or CSEC for such purposes.

Article 5: Procurement

- 5.1 CTCOG and the City of Gatesville agree to use competitive procurement practices and procedures required by Applicable Law in connection with any procurement to be funded with 9-1-1 Funds.
- 5.2 CTCOG shall purchase supplies and equipment necessary for the performance of this Agreement.
- 5.3 The City of Gatesville and CTCOG shall comply with the requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 6: Financial

- 6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.
- 6.2 CTCOG will use 9-1-1 Funds to pay directly for those services that it procures on behalf of the City of Gatesville and/or its PSAP.
- 6.3 With prior approval, CTCOG will provide 9-1-1 Funds to the City of Gatesville on a cost reimbursement basis, provided that the reimbursement requests from the City of Gatesville or its PSAP are complete, accurate, and appropriate in the performance of this Agreement.
- 6.4 CTCOG may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.
- 6.5 The City of Gatesville shall reimburse CTCOG and/or CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.
- 6.6 Such reimbursement of 9-1-1 Funds to CTCOG and/or CSEC, as applicable, shall be made by the City of Gatesville within 60 days after demand by CTCOG, unless an alternative repayment plan is approved by CTCOG and CSEC.
- 6.7 The City of Gatesville commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by CTCOG's Strategic Plan and any amendments thereto.

Article 7: Records

- 7.1 The City of Gatesville will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the City of Gatesville for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in CTCOG's current Strategic Plan;
- 7.2 CTCOG or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the City of Gatesville, the PSAP, CTCOG, or any other entity that has performed or will perform services related to this Agreement.
- 7.3 CSEC and State Auditor's Office shall have the same access and examination rights as CTCOG.
- 7.4 As required by Applicable Law, records shall be retained for a minimum of seven complete fiscal years.

Article 8: Ownership, Transference & Disposition of Equipment

- 8.1 CTCOG and the City of Gatesville shall comply with Applicable Law regarding the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 Equipment).
- 8.2 CTCOG hereby establishes ownership of all 9-1-1 Equipment located within the City of Gatesville's jurisdiction (Attachment A).
- 8.3 CTCOG may maintain ownership of 9-1-1 Equipment, or it may agree to transfer ownership to the City of Gatesville or PSAP according to established policy.
- 8.4 The City of Gatesville shall ensure that sufficient controls and security exist by which to protect and safeguard 9-1-1 Equipment against loss, damage, or theft.
- 8.5 Ownership and/or transfer documents shall be prepared by CTCOG and signed by both parties upon establishing ownership or transfer of any such 9-1-1 Equipment in accordance with UGMS and the State Comptroller of Public Accounts (Attachments A and B).
- 8.6 While CTCOG maintains ownership of such equipment, replacement insurance on the 9-1-1 Equipment shall be purchased and maintained by CTCOG.
- 8.7 CTCOG and/or CSEC shall be reimbursed by the City of Gatesville for any damage to 9-1-1 Equipment other than ordinary wear and tear.
- 8.8 The City of Gatesville is responsible for obtaining approval from CTCOG prior to disposition of 9-1-1 Equipment. Capital Recovery Asset Disposal Notices (as required

by CSEC Rule 251.5) shall be prepared by CTCOG in accordance with UGMS and Applicable Law.

- 8.9 CTCOG shall maintain a current inventory of all 9-1-1 Equipment consistent with Applicable Law.
- 8.10 A physical inventory of 9-1-1 Equipment shall be conducted at least once per year by CTCOG.
- 8.11 All 9-1-1 Equipment shall be tagged with identification labels.
- 8.12 Any lost, stolen, or damaged 9-1-1 Equipment shall be reported to CTCOG within 48 hours.

Article 9: Assignment

- 9.1 The City of Gatesville may not assign its rights or subcontract its duties under this Agreement. Any attempted assignment or subcontract in violation of this paragraph is void.

Article 10: Nondiscrimination and Equal Opportunity

- 10.1 CTCOG and the City of Gatesville shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, gender, orientation, age, disability, handicap, or national origin.

Article 11: Dispute Resolution

- 11.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 11.2 The parties desire to resolve disputes without litigation.
- 11.3 Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.
- 11.4 To this end, the parties agree not to sue one another, except to enforce compliance with this Article 11, until they have exhausted the procedures set out in this Article 11.
- 11.5 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties.
- 11.6 The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

- 11.7 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator.
- 11.8 In the event of mediation, each party shall pay one-half the total fee and expenses for conducting such mediation.
- 11.9 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.10 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 12: Suspension for Unavailability of Funds

- 12.1 In the event that:
 - 12.1.1 CTCOG's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to the City of Gatesville provided for in this Agreement;
 - 12.1.2 Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of CTCOG;
 - 12.1.3 CTCOG has exhausted all funds legally available for reimbursement to the City of Gatesville, and no other legal procedure shall exist whereby payment hereunder can be made to the City of Gatesville; and
 - 12.1.4 CTCOG has negotiated in good faith with the City of Gatesville to develop an alternative payment schedule or new agreement that will accommodate CTCOG's approved budget and/or appropriations for the applicable period, then CTCOG will not be obligated to reimburse the City of Gatesville for the applicable budget year(s).

Article 13: Notice to Parties

- 13.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate.
- 13.2 Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article 13 and signed on behalf of the party.

13.3 CTCOG's address is:

Central Texas Council of Governments
2180 North Main Street
Post Office Box 729
Belton, Texas 76513-0729

Gatesville's address is:

City of Gatesville
110 N 8th St
Gatesville, TX 76528

*803 East Main St.
Gatesville, TX 76528*

The PSAP's address is:

Gatesville Police Department
200 N 8th St
Gatesville, TX 76528

- 13.4 A party may change its address for Notice to Parties by providing notice of the change in accordance with paragraph 13.1.

Article 14: Effective Date and Term

- 14.1 This Agreement is effective as of September 1, 2023.
- 14.2 This Agreement will renew at the start of each biennium until superseded, or until terminated with notice of at least 30 days by either party.
- 14.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
- 14.3 If this Agreement is terminated for any reason, CTCOG shall not be liable to City of Gatesville for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 15: Force Majeure

- 15.1 CTCOG may grant relief from performance of the Agreement if City of Gatesville is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of City of Gatesville.
- 15.2 The burden of proof for the need of such relief shall rest upon City of Gatesville.

- 15.3 To obtain release based on force majeure, City of Gatesville shall file a written request with CTCOG.

Article 16: Confidentiality

- 16.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.
- 16.2 This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.
- 16.3 The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
- 16.4 City of Gatesville or its duly authorized representative will notify CTCOG within two (2) business days upon receipt of any requests for information.

Article 17: Indemnification

- 17.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers, and employees, against any claim, suit, or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee, or agent in carrying out this Agreement.

Article 18: Miscellany

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that they are legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein.
- 18.4 Any amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.5 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.6 The following Attachments are part of this Agreement:

Attachment A	Establishment of Ownership
Attachment B	Transfer of Ownership
Attachment C	PSAP Scope of Work
Attachment D	Commission Documents – Legislation, Rules, and Program Policy Statements
Exhibit 1	Inventory – PSAP Equipment
Exhibit 2	Equipment Test Log
Exhibit 3	Quality Assurance Inspections
Exhibit 4	9-1-1 ANI/ALI Problem Report
Exhibit 5	Request for PSAP Supplies
Exhibit 6	Training Log

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Central Texas Council of Governments

City of Gatesville

By: _____

By: _____

Jim Reed

Gary Chumley

Executive Director

Mayor

Date: _____

Date: _____

Attachment A

Establishment of Ownership

As stipulated in Article 8 of this Agreement, unless/until ownership is transferred, the Central Texas Council of Governments (CTCOG) and City of Gatesville hereby establish all 9-1-1 equipment located at Gatesville Police Department, in Coryell County, to be the property of CTCOG.

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of CTCOG. This itemized listing, **Exhibit 1: Inventory – PSAP Equipment**, will be maintained by CTCOG and updated annually.

Central Texas Council of Governments

City of Gatesville

By: _____

By: _____

Jim Reed

Gary Chumley

Executive Director

Mayor

Date: _____

Date: _____

Attachment B

Transfer of Ownership

Indicate the appropriate classification:

Transfer: _____

Disposition: _____

Lost: _____

Inventory Number	Current Assignee:
Property Description	Location:
Serial Number	Signature
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition of Property	

Continued.....

Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C

PSAP Scope of Work

This Scope of Work is a part of the Interlocal Agreement for the provision of emergency 9-1-1 service between the Central Texas Council of Governments (CTCOG) and the City of Gatesville. The following provisions describe the responsibilities of the local government providing PSAP services.

In providing Emergency 9-1-1 Service, City of Gatesville agrees to perform the following duties:

Security and Equipment Maintenance

1. Allow 24-hour access to the equipment for testing, repair and maintenance service by CTCOG and its authorized maintenance provider, with or without prior notice.
2. Protect the 9-1-1 equipment and secure the premises of its PSAP against unauthorized entrance or use.
3. Limit access to all 9-1-1 equipment, software, and related data to authorized personnel (public safety, telephone company, CTCOG) only, and provide copies of current access and security policies to CTCOG.
4. Maintain 9-1-1 equipment and areas by ensuring cleanliness and proper use.
5. Take required security measures to ensure that only CSEC (Commission on State Emergency Communications) approved third-party software applications can be integrated into the PSAP Customer Premise Equipment or Integrated Workstations, as outlined in Rule 251.7, Guidelines for Implementing Integrated Services.
6. Adhere to Texas Health and Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 addressing and records management databases.
7. Notify CTCOG of any change in 9-1-1 personnel, incoming or exiting, within 48 hours.
8. Monitor and test the 9-1-1 Equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and CTCOG.
9. Submit trouble tickets for equipment issues and network outages by calling WSC at 888-414-2738.
10. Maintain security of the 9-1-1 system by not connecting any external device to 9-1-1 equipment, unless prior written permission is given by CTCOG.
11. Prevent outages to the 9-1-1 system by ensuring that *only* 9-1-1 devices are powered by the dedicated 9-1-1 outlets.

12. Test all 9-1-1 equipment for proper operation and user familiarity at least once per month. Testing should include test calls and texts placed from wireline and wireless telephones and at a minimum verify:
 - 12.1.1. Receipt of the 9-1-1 caller's voice or text, ANI and ALI, and that the call is recorded;
 - 12.1.2. Call transfer capability;
 - 12.1.3. Proper handling of a TTY call and abandoned call;
 - 12.1.4. Administrative line(s) can receive calls and place calls; and
 - 12.1.5. Recorder and UPS are working properly.
13. Record all testing, **Exhibit 2: Equipment Test Log**, and provide copies to CTCOG quarterly.
14. Limit access to all 9-1-1 equipment and related data to authorized personnel (public safety, telephone company, CTCOG) only.
15. Make no modifications to 9-1-1 equipment, software or programs without prior written consent from CTCOG.
16. Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of the 9-1-1 equipment.
17. Advise CTCOG as soon as possible of any planned equipment moves, no later than 2 weeks following authorization to proceed. Moving of any 9-1-1 equipment must be performed by CTCOG authorized technicians. Include CTCOG personnel in all meetings and communications regarding potential or planned PSAP moves.

Training

18. Ensure that 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing TTY training online via PoliceOne, TCOLE or other website or PSAP hosted training with documentation.
19. Ensure that 9-1-1 telecommunicators receive text to 9-1-1 training every six months. This can be achieved by completing test text calls and should consist of answering a call with the help of a partner and asking several questions. Transferring to another agency is recommended to remain familiar with the process.
20. Ensure that 9-1-1 PSAP supervisory personnel or designee attend trainings and meetings offered by CTCOG to keep the PSAP updated on current technology and events.
21. Ensure that all telecommunicators have access to the CTCOG 9-1-1 Training Website and abide by Texas Commission on Law Enforcement (TCOLE) mandated rules and regulations for telecommunicators.
22. Provide proper documentation of training (**Exhibit 6: Training Log**) to CTCOG for quarterly reports to CSEC. Include the following information: Name of course,

course description, date, location, total attendees in the course, which PSAPs received the training.

Operations

23. Designate a PSAP supervisor and provide related contact information to CTCOG. Notify CTCOG of any changes immediately.
24. Coordinate with CTCOG and City of Gatesville in the planning, implementation, and operation of all 9-1-1 services and equipment.
25. Fully cooperate with all monitoring requests from CTCOG and/or CSEC for the purposes of assessing and evaluating performance of this agreement.
26. At least annually, assist CTCOG with an inspection of all equipment and network at the PSAP for quality assurance as outlined in **Exhibit 3: Quality Assurance Inspections**.
27. Whenever possible, CTCOG will give PSAP at least 24 hours-notice of its intent to access the PSAP.
28. Notify CTCOG of any ANI or ALI call problems by filling out an incorrect location report on Vesta, also known as an ANI/ALI ticket (Exhibit 4: 9-1-1 ANI/ALI Problem Report). These problems may include "Record Not Found" or any discrepancies identified between the ANI/ALI information listed on the screen and that provided by the caller. This form should be sent to CTCOG immediately so that the database can be corrected.
29. Contact CTCOG if any supplies required for the continuous operation of the 9-1-1 equipment are needed or submit via email **Exhibit 5: Request for 9-1-1 PSAP Supplies**.
30. Notify CTCOG when there is any scheduled maintenance on power backup generator or UPS at least 48 hours prior to work being performed.
31. Notify CTCOG immediately when emergency power maintenance is required.
32. Notify CTCOG of any service provider changes and/or changes in phone numbers programmed on the 9-1-1 equipment.

Quality Assurance Inspections

CTCOG personnel will conduct site visits at least **one (1)** time per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Additionally, quality assurance inspections will include the following:

- Network tests will be performed on the tandems to ensure the trunks are operational and rotating with each call;

- Make-busy circuits will be initiated to ensure the calls are being transferred to the correct alternate PSAP in the event of the need to divert 9-1-1 calls;
- Call history reviews will be made to make sure calls are coming in from all trunks;
- TTY test calls will be performed with a wireless TTY or RTT from outside the PSAP to test the PSAP with the silent function;
- TTY test calls will be performed on the stand-alone TTY in the dispatch area to ensure the TTY function on the CPE is initiating upon receiving tones;
- Text tests will be performed with a wireless phone from outside the PSAP;
- Functional inspection of the voice recorder will be performed; and
- Requested PSAP supplies will be delivered.

CTCOG will complete **Exhibit 3: Quality Assurance Inspections**.

Reports

The following reports (with responsible party noted) are required for the records of the Commission on Statewide Emergency Communications (CSEC) and/or Central Texas Council of Governments (CTCOG):

- Exhibit 1: Inventory – PSAP Equipment (CTCOG)**
- Exhibit 2: Equipment Test Log (PSAP)**
- Exhibit 3: Quality Assurance Inspections (CTCOG)**
- Exhibit 4: 9-1-1 ANI/ALI Problem Report (PSAP)**
- Exhibit 5: Request for 9-1-1 PSAP Supplies (PSAP)**
- Exhibit 6: Training Log (PSAP)**

Attachment D

Commission Documents: Legislation, Rules, and Program Policy Statements

The following documents govern the funding and provisioning of 9-1-1 services by CTCOG:

1. Commission Legislation: www.csec.texas.gov/s/statutes
2. Commission Rules: www.csec.texas.gov/s/rules
3. Commission Program Policy Statements:
<https://www.csec.texas.gov/s/program-policy-statements>

Exhibit 1

Inventory

Hardware Type	Inventory - Manufacturer	Serial#
Carrier Ethernet Demarc	RAD	2314005023
Carrier Ethernet Demarc	RAD	2314005025
ECATS - RDDM	ECATS	115535
ECATS - RDDM	ECATS	115556
Ethernet Switch	Cisco	FCW2312B6FZ
Ethernet Switch	Cisco	FOC2313T06Y
Eventide	Synology	1640NDN683500
Eventide	Eventide	740004369
Eventide	Tripp-Lite	2828BYOSM886900087
Firewall	Cisco	FTX2125W126
Firewall	Fortinet	FGT60ETK19099L3G
Firewall	Fortinet	FGT60ETK18025949
Firewall	Fortinet	FGT60ETK20037713
Firewall	Fortinet	FGT60ETK20037823
Gateway - M1K Modules	AudioCodes	DT3369797
Gateway - M1K Modules	AudioCodes	DT3410433
Gateway - M1K Modules	AudioCodes	DT3410429
Gateway - M1K Modules	AudioCodes	DT3335115
Gateway - M1K Modules	AudioCodes	DT3352843
Gateway - M1K Modules	AudioCodes	DT3371486
Gateway - M1K Shelf	AudioCodes	D11873295
Genovation Keypad	Genovation Inc.	5963120401190180
Genovation Keypad	Genovation Inc.	5963120401190180
Hard Drive	HP	PH1822E041
Hard Drive	HP	PH1822E00P
IP Phone	Mitel	2EHFW202506U
KVM	IO GEAR	A1J1-323B6-0161
Monitor	NEC	93329483NA
Monitor	Dell	CNOV7JP5QDC009961M2I
Monitor	Dell	CNOV7JP5QDC009961LRI
Monitor	Dell	CNOV7JP5QDC009961LDI
Monitor	Dell	CNOV7JP5QDC009961LEI
Monitor	Asus	D8LMTF260291
Monitor	Asus	D8LMTF260293
NAS	Netgear	4XL494E00019D
NetClock - Master Shelf	Spectracom	24005

NetClock - Surge Protector	Spectracom	8149
NetClock - Wall Display	Sapling	121292
PortServer TS4	Digi	E91260148
PortServer TS4	Digi	E91260152
PortServer TS4	Digi	E90551140
Router	Cisco	FJC2213LOHW
Router	Cisco	FLM24281099
Router - ALI	Cisco	FLM2223W05D
Router - ALI	Cisco	FJC2022LOHA
Router - ALI	Cisco	FLM2223W055
Router - ALI	Cisco	FJC2022LOKJ
Router - Text	Cisco	FJC2218LOJ9
Router - WAN	Cisco	
RS-232 Data Sharer	Black Box	19204228604
RS-232 Data Sharer	Black Box	WSC-14179
SAM	Motorola Solutions	19907 B
SAM	Motorola Solutions	19908 B
SAM Ext Speaker Kit	Motorola Solutions	VN100381
SAM Ext Speaker Kit	Motorola Solutions	VN100383
SAM Jack Box	Motorola Solutions	WSC-15542
SAM Jack Box	Motorola Solutions	WSC-15543
SAM Jack Box	Motorola Solutions	WSC-15544
SAM Jack Box	Motorola Solutions	WSC-15545
Server - HYS	HP	2M292801C7
Server - Monitoring	Super Micro	S242344X9614199
T1 Aggregator	RAD	1929001107
T1 Aggregator	RAD	1929001108
Transceiver	RAD	OP22070600508
Transceiver	RAD	OP22070600510
UPS - 9170	Eaton Powerware	BC462T0005
UPS - Automatic Transfer Switch	Eaton Powerware	WSC-5924
UPS - Automatic Transfer Switch	Eaton Powerware	BR404J0017
UPS - Internal Battery Pack	Eaton Powerware	BN355S0216
UPS - Internal Battery Pack	Eaton Powerware	BN355S0213
UPS - Internal Battery Pack	Eaton Powerware	BN355S0207
UPS - Internal Battery Pack	Eaton Powerware	BN355E0119
UPS - Network-MS Card	Eaton Powerware	P312N48T83
UPS - Split Phase Power Module	Eaton Powerware	KC442Q0070
UPS - Split Phase Power Module	Eaton Powerware	R286N52039
UPS - Split Phase Power Module	Eaton Powerware	R286N52037
Workstation - MGT PC	HP	MXL9254FHT

Workstation - PC	HP	MXL9284MX8
Workstation - PC	HP	MXL9284MZB

Exhibit 2

EQUIPMENT TEST LOG

PSAP: _____

Reporting Month(s): _____

Date	Time	Type of Test (TTY, Text, MBC)	Calltaker	Comments (Successful, equipment failures, disconnects, transmission problems, etc.)

Revised 7/19

Make copies available to CTCOG

Exhibit 3

PSAP Quality Assurance Inspections			CTCOG	
County Name:		Date:		
PSAP Name:		Telephone Number:		
PSAP Contact Person:		9-1-1 PSAP Coordinator: Becky Cooley		
Previous Findings:				
CPE - Front Room & Back Room				
CPE: Owned		CPE Vendor: Vesta 7.7.SP1		
CPE Maintenance: WSC 1-888-414-2738				
Category	Standard	Compliant	Findings	Comments
ANI/ALI display	PPS 031 A.1.a/b All information displays			
Wireless Phase I & II E9-1-1 level of service	PPS 031 A.1.c			
TTY test call log	PPS 031 A.1.d			
Stand-alone TTY accessible	PPS 031 A.1.e			
Required TTY training offered	PPS 031 A.1.f			
Back-up Power/UPS	PPS 031 A.1.g			
Redundant 9-1-1 call taking equipment functioning	PPS 031 A.1.h # of positions			
Redundant network connections functioning	PPS 031 A.1.i			
Published PSAP 10-digit emergency telephone number	PPS 031 A.1.j			
Contingency Plan To: Name of PSAP/County	PPS 031 A.1.k			To:
Make busy overflow				To:

Network Testing	PPS 031 A.1.l			
No unauthorized third-party software/integration	PPS 031 A.1.m			
Secure from general public; accessible to PSAP staff	PPS 031 A.1.m			
Language Line & Poison Control speed dial/direct dial transfer/accessibility and displayed	PPS 031 A.1.n/o Speed dials in place & numbers accessible in another location			
Cleanliness / Lighting / Ventilation	Healthy environment			
Inventory tags	Barcodes on equipment			
Map display, if applicable				

Category	Standard	Compliant	Findings	Comments
Equipment repair/trouble contact information	Is WSC contact number displayed?			
RPC Contact information	accessible			
9-1-1 ANI/ALI Discrepancy Reports	Submitting ALI tickets			
Text to 9-1-1 functional				
Equipment Test Log	ILA			Received:
Training Log	ILA			Received:
Printer functioning - adequate paper & ribbon, if applicable				
Recorders				
Recorders - each 9-1-1 line being recorded	PPS 031 A.2.a/b			
Adequate supply of storage media				
Notes				

Exhibit 4

9-1-1 ANI / ALI Discrepancy Report

Incorrect Location Information Report

XXXX 511-XXXX 20.01 07/01/2019
POS
WIRELESS CALL (TANDEM)
511XXXX COS
CITY STATE
SUBSCRIBER PHONE NUMBER ESN=XXXX
MSAG-
MOBILE VENDOR
ALT#-XXXX XXXX XXXX TELCO-XXXX
X= CNF=
Y= UNC=
ELV=
VERIFY LOCATION
VERIFY LOCATION
VERIFY LOCATION

Problem

- ☐ Insufficient/Incorrect Location Information
- ☐ Correct Location Information, no map display
- ☐ Correct Location Information, incorrect map display

Other

Calling Number incorrect. Change to

Location Information misrouted, route to

ESN incorrect. Change to

Address incorrect. Change to

EMS Agency. Change to

Fire Agency. Change to

Police Agency. Change to

Remarks

Exhibit 5

Request for PSAP Equipment or Supplies



PLANNING AND REGIONAL SERVICES

9-1-1 EMERGENCY SERVICES

P. O. Box 729 | Belton, Texas 76513-0729 | (254) 770-2378

2180 North Main Street | Belton, Texas 76513

PSAP: _____

DATE: _____

ITEM	REQUESTED		DELIVERED	
	DATE NEEDED	QUANTITY REQUESTED	DATE DELIVERED	QUANTITY DELIVERED

REQUESTED BY: _____

DELIVERED BY: _____

Revised 07/19

Exhibit 6

TRAINING LOG

PSAP: _____

**Reporting
Month(s):** _____

Date	Course	Description of Course	# in attendance	Other PSAP Visitors	Location Held

Make copies available to CTCOG

Revised 7/19



Agenda Item # 4

CITY COUNCIL MEMORANDUM

Date: September 12, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding Resolution No. 2023-106 approving a professional services agreement with Post Oak Preservations Solutions for a survey and determination of eligibility for the National Register of Historic Places nomination for downtown Gatesville.

Information:

The City Council will deliberate on the potential hiring of Post Oak Preservation Solutions (POPS) for providing services in conjunction with evaluating the feasibility of establishing a National Register Historic District for downtown Gatesville.

One of the main reasons for considering pursuing a National Historical designation for downtown Gatesville is the opportunity to access tax credits for building owners aiming to refurbish their properties. These owners could leverage federal and state historic tax credits, covering up to forty-five percent (45%) of renovation expenses. Alternatively, if a building owner does not intend to use the tax credits, they can sell them to corporations like Blue Bell or Johnson & Johnson. **It's important to note that even if downtown Gatesville receives a National Historic District designation, building owners are not obligated to participate in the district.**

Here are a few other benefits of registering downtown Gatesville on the National Register:

1. **Enhanced Visibility and Recognition for Our Downtown:**

This can attract tourists, historians, researchers, and others interested in exploring the community's history and character.

2. **Tourism and Economic Impact:**

Increased foot traffic can lead to higher tourism revenue, boost business for local shops and restaurants, and foster overall economic growth.

3. **Grants and Funding Opportunities:**

Registered downtown areas may become eligible for various grants and funding opportunities from federal and state governments, and nonprofit organizations focused on historic preservation.

4. **Educational and Cultural Opportunities:**

Registered downtowns often offer educational programs, events, and cultural activities celebrating the community's history and heritage.

5. **Revitalization and Development:**

Recognition of historical significance can attract investment and development.

6. **Long-term Sustainability:**

Historic downtowns promote the adaptive reuse of existing buildings, contributing to long-term sustainability.

On August 30, staff members and Post Oak Preservation Solutions conducted an informational meeting with nine downtown building owners regarding the advantages of designating downtown Gatesville on the National Historic Registers. Many of the building and property owners expressed support for pursuing the designation.

The proposal being presented to the city council tonight was shared with all the building owners who attended the August 30 meeting, and the following are their written comments regarding the POPS proposal:

“Looking at the historical district designation for the entire square, I think our biggest obstacle will be the current modifications done to the majority of the buildings may lend them to be non-conforming, but I would certainly vote in favor of having Post Oak do the preliminary survey and formulate a plan. I look forward to the next steps, please let me know if I can be of any assistance.”

“EXCEPTIONAL news Scott. We support this proposal to our city council this month.”

“Gatesville has been needing this for a while.”

“Scott, the proposal from POPS seems very comprehensive, thorough, and reasonably priced. I support this effort. Good work.”

Financial Impact:

\$4,950 is due upon execution of the proposal, which will serve as a retainer.

\$4,950 due upon completion of the survey.

\$7,425 due upon submission of the determination of eligibility to the Texas Historical Commission.

\$4,950 due upon submission of draft 1 of the National Register of Historic Places nomination to the Texas Historical Commission.

\$2,475 due upon approval of the National Register of Historic Places nomination by the State Board of Review.

Total Costs \$24,750.00

Staff Recommendation:

The staff recommends that the City Council approve Resolution No. 2023-106 authorizing the City Manager to execute a professional service agreement with Post Oak Solutions for a survey and determining the eligibility of designating downtown Gatesville on the National Register of Historic Places.

Motion:

I propose authorizing the City Manager to execute a professional services agreement with Post Oak Preservation Solutions on designating downtown Gatesville as a National Historic Place.

Attachments:

- Post Oak Preservation Solutions Professional Services Agreement.
- Resolution No. 2023-106

Staff Contacts:

Scott Albert, City Manager – salbert@gatesvilletx.com

**CITY OF GATESVILLE, TEXAS
RESOLUTION NO. 2023-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH POST OAK
PRESERVATIONS SOLUTIONS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, FOR
A SURVEY AND DETERMINATION OF ELIGIBILITY FOR NATIONAL REGISTER OF
HISTORIC PLACES NOMINATION; AUTHORIZING THE CITY MANAGER TO
EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Gatesville desires to engage a professional consultant to determine the City's eligibility for nomination to the National Register of Historical Places; and

WHEREAS, Post Oak Preservation Solutions, L.L.C., a Texas limited liability company, will provide the desired services on the terms and conditions stated in the professional services agreement attached hereto and incorporated herein by this reference as Exhibit "A" for compensation, as stated therein, not to exceed \$24,750.00; and

WHEREAS, the City Council of the City of Gatesville finds it to be in the public interest to authorize such agreement.

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

SECTION 1. The Professional Services Agreement with Post Oak Preservation Solutions, L.L.C., a Texas limited liability company, including the proposal and terms and conditions set forth therein and all in substantially the form attached hereto and incorporated herein by this reference as Exhibit "A" is hereby approved for compensation not to exceed \$24,750.00 and the City Manager is authorized to sign the Agreement in substantially the form attached hereto, along with any necessary, related documents, on behalf of the City.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 12th day of September 2023.

APPROVED:

Gary Chumley, Mayor

ATTEST:

Wendy Cole, City Secretary

APPROVED AS TO FORM:



Victoria W. Thomas, Special Counsel
4895-2581-3374, v. 1

EXHIBIT A

[Professional Services Agreement with Post Oak Preservation Solutions, LLC]

4895-2581-3374, v. 1



31 August 2023

A PROPOSAL TO CITY OF GATESVILLE

to complete a

SURVEY & DETERMINATION OF ELIGIBILITY FOR THE NATIONAL REGISTER OF HISTORIC PLACES NOMINATION

for

DOWNTOWN GATESVILLE, TEXAS

for a fee of

\$24,750

Post Oak Preservation Solutions, LLC (Post Oak Preservation Solutions/Consultant) proposes to provide the following services on behalf of the City of Gatesville (Client) in conjunction with the potential creation of a National Register Historic District for downtown Gatesville, Texas. The scope of work shall include site visits, research, photography, preparation of forms to be submitted to the State Historic Preservation Office (THC aka Texas Historical Commission or THC) and the National Park Service (NPS), and general consulting during the project. The services of Post Oak Preservation Solutions are limited to giving professional opinions and advice on historic preservation processes.

National Register Survey & Analysis

- Preliminary research to determine survey boundaries and basic research
- Prepare maps and survey forms
- Reconnaissance survey
 - Each feature, building and landscape will be recorded with:
 - Photographs to document existing conditions and historic integrity
 - Survey form and data collection
- Data will be compiled into a spreadsheet and maps
- Analysis of existing conditions, historic integrity
- Archival research to find relevant historical information, plans and photographs
- Recommendation of extent of boundaries and/or buildings to be listed
- Discussion with THC and NPS reviewers regarding eligibility and in order to:
 - Establish Preliminary Historic Context
 - Establish anticipated Period of Significance
 - Establish anticipated Areas of Significance

Timing

Preparation and research for the Survey will commence upon contract execution. The survey, itself will take 3-5 days of fieldwork. Post Oak will coordinate with the Client to agree upon a date.



Determination of Eligibility (DOE)

- Further archival research as directed by the THC staff.
- Prepare extended photographic documentation and architectural description.
- Write the Statement of Significance and establish criterion for inclusion in the NR.
- Document and compile the Determination of Eligibility
- Submit the nomination for THC Review.

Timing

Based on direction from THC, Survey findings will inform the creation of a Determination of Eligibility. THC will review the DOE for 30-45 days. Should THC approve the DOE, Post Oak will expand the documentation as directed in order to create a National Register of Historic Places Nomination.

National Register Nomination (NRN)

- Further archival research as directed by the THC staff.
- Document and compile the National Register Nomination.
- Submit the nomination for THC Review.
- Make revisions as suggested by the THC.
- Attend the State Board of Review meeting for presentation of the Nomination.

Timing

Should THC approve the DOE, Post Oak will prepare a NRN. Based on direction from THC, the DOE will be expanded into a National Register Nomination. Draft 1 of the NRN will be submitted within two months of DOE approval completion. The State Board of Review meetings 3 times annually with final drafts of nominations due to THC two months prior to the meeting. The Client can begin applying for historic tax credits for buildings within the pending historic district upon submission of Draft 1 of the NRN.

Billing

The fee described below covers the creation of a National Register Historic District for the campus as well as historic tax credit consulting services for the buildings seeking historic tax credits.

Post Oak Preservation Solutions will bill for the services provided according to the billing milestones described below:

1. **\$4,950 due upon execution of this agreement to serve as a retainer**
2. **\$4,950 due upon completion by the Professional of the Survey**
3. **\$7,425 due upon submission by the Professional of the Determination of Eligibility to the Texas Historical Commission**
4. **\$4,950 due upon submission by the Professional of Draft 1 of the National Register of Historic Places nomination to the Texas Historical Commission**
5. **\$2,475 due upon approval of the National Register of Historic Places nomination by the State Board of Review**

This proposal expires in ninety (90) days if not accepted by the Client.

The Standard Terms and Conditions below apply to this proposal.

PO Box 12747 San Antonio, TX 78212
210.228.9500 | post oakpreservation.com

Initials _____

2 of 6



Standard Terms And Conditions

1. **ARTICLE 1: PROFESSIONAL SERVICES**
 - 1.1. Parties. "Client" refers to the Client on page one and "Professional" refers to Post Oak Preservation Solutions, LLC.
 - 1.2. Services. In connection with the property described in the Proposal ("Property"), Professional shall render the professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.
 - 1.3. Agreement. The Professional Services Agreement includes the Proposal, Amendments to the Proposal, and these Terms and Conditions (collectively, the "Agreement").
2. **ARTICLE 2: PROPOSALS**
 - 2.1. Scope. The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific Services ("Basic Services"). Additional Services are services expressly denominated as Additional Services. Additionally, any services not expressly included in Basic Services are considered "Additional Services". Professional is entitled to be paid additional compensation for all Additional Services and as well as additional time to perform. Compensation for Additional Services shall be charged on an hourly basis at Professional's customary hourly rates unless a fixed fee is agreed upon in writing. Such fees and expenses will be billed monthly to Client.
 - 2.2. Acceptance of Agreement. Client shall authorize and Professional shall commence work upon Professional's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within ninety (90) days of the date tendered, it shall become invalid unless: (1) Professional extends the time in writing; or (2) at the sole option of Professional, Professional accepts Client's oral authorization to proceed with the Services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Professional's performance of the Services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization.
3. **ARTICLE 3: CHANGES**
 - 3.1. Changes. The Professional and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to Services to be performed. If Client revises its designs for the construction of the Project after issuance of the Client's Plans for Submittal for the Project then any additional services necessary as a result of such change shall be considered an Additional Service. If such changes cause an increase or decrease in the Professional's cost of, or time required for, performance of any Services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment or Additional Services Proposal.
 - 3.2. Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.
4. **ARTICLE 4: THE TERM**
 - 4.1. Term. Professional shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Professional's Services are terminated under provisions of the Agreement. Professional will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Professional shall not be liable or responsible for any delays caused by circumstances beyond Professional's control, including, without limitation, previously unknown conditions, market factors, acts or omissions of third parties, decisions by governing jurisdictions, or other factors which may affect the future progress of the Project. In the event the Basic Services are not completed within 48 months after execution of the Agreement through no fault of Professional then all services thereafter shall be considered Additional Services.
5. **ARTICLE 5: DUTIES**
 - 5.1. Access. Client will provide Professional with access to the Property or to any other site as required by Professional for performance of the Services.
 - 5.2. Client-Furnished Data. Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Professional's submissions, coordinate communications with Client's consultants, and give prompt written notice to Professional whenever he/she observes or otherwise becomes aware of any defect in the Services. Client shall designate a representative to be its authorized representative and person with whom Professional can communicate.
 - 5.3. Other Information. Professional shall be entitled to rely on the accuracy and completeness of information, services, and work provided by others and shall not be liable for same, even when incorporated into Professional's Services. Professional does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
 - 5.4. Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Professional from providing any notices or reports that it may be required by law to give to governmental entities.



6. **ARTICLE 6: COMPENSATION OF SERVICES**

- 6.1. Compensation of Services. Professional's compensation for Basic Services is set forth in individual Proposal(s).
- 6.2. Compensation. Client agrees to pay Professional for Basic Services in accordance with the Agreement. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, and special deliveries and subcontractor expenses shall be billed to Client..
- 6.3. Payments. Professional will invoice Client in accordance with the terms of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Professional at PO Box 12747, San Antonio, Texas 78212, the full amount of each such invoice upon receipt.
- 6.4. Right to Stop Performance. If Client does not pay any amount due to Professional within thirty (30) days after the invoice date, Professional may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.
- 6.5. Interest. Payments due and unpaid to Professional under the Agreement shall bear interest at the rate of five percent (5%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.
- 6.6. Attorney's Fees. In the event Professionals' invoices for Services are given to any attorney for collection, or if suit is brought for collection, then Client shall pay Professional all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

7. **ARTICLE 7: TERMINATION OF SERVICES**

- 7.1. Termination. This Agreement may be terminated without cause at any time prior to completion of Professional's services, either by Client or by Professional, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, Professional shall discontinue work under this Agreement. Notice of termination shall release Professional from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue in regards to payment to Professional for services rendered prior to termination.. In the event Client terminates the Agreement based on Client's reasonable opinion that Professional has failed or refused to prosecute the Services efficiently, promptly or with diligence, Professional shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s). The Parties waive any and all claims they have against each other any arising out of termination of this Agreement by Professional. The Parties waive any and all claims, causes of action, or damages that they have or may have against one another for failure to perform further Services under this or any other Agreement with Client.
- 7.2. Compensation in Event of Termination. Upon termination by either Client or Professional, Client shall pay Professional with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying Professional's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs Professional reasonably incurs relating to commitments which had become firm before the termination. If a Part of the services rendered by Professional is not complete at the time notice of termination is given, then Client shall pay the fee for such Part multiplied by the percentage of the services completed.

8. **ARTICLE 8: RELATIONSHIP OF PARTIES**

- 8.1. Independent Contractor. It is understood that the relationship of Professional to Client shall be that of an independent contractor. Neither Professional nor employees of Professional shall be deemed to be employees of Client.

9. **ARTICLE 9: LIMITATION OF LIABILITY**

- 9.1. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CLIENT OR PROFESSIONAL, INCLUDING THEIR RESPECTIVE EMPLOYEES AND AGENTS, TO THE OTHER PARTY FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE TOTAL FEE PAID TO PROFESSIONAL. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY CLIENT OR BY PROFESSIONAL, THEIR EMPLOYEES OR AGENTS, SUBCONSULTANTS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE, LOSS OF TAX BENEFITS OR CREDITS AND LOSS OF PROFIT.
- 9.2. No Certification. Professional shall not be required to sign any documents, no matter by whom requested, that would result in Professional having to issue a certification, guarantee, or warranty. Client also agrees not to make resolution of any dispute with Professional or payments of any amount due to Professional in any way contingent upon Professional's signing any such certification.
- 9.3. Delays. Professional is not responsible for delays caused by factors beyond Professional's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of Professional's Services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond Professional's reasonable control occur, Client agrees Professional is



not responsible for damages, nor shall Professional be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days and such delay is not due to the fault of Client or Professional, Professional shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation as an Additional Service. In the event Professional is delayed by Client and such delay exceeds thirty (30) days, Professional shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

10. ARTICLE 10: MISCELLANEOUS

- 10.1. Entire Agreement. The Agreement contains the entire agreement between Professional and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.
- 10.2. Modifications. No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Professional other than one of its officers, and then only in writing.
- 10.3. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 10.4. Venue. Professional and Client agree that the Services will be performed or partially performed in Coryell County, Texas, and the venue of any legal action or lawsuit under the Agreement shall be exclusively in the courts of Coryell County, Texas.
- 10.5. Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 10.6. Construction of Agreements. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.
- 10.7. Successor and Assigns. Client, for him/herself and partners, if any, and Professional, for itself, each binds him/herself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement. Neither Client nor Professional shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Professional. Client's representative signing below warrants that s/he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Professional harmless for any and all claims, causes of action, and damages that may arise against Professional if the representations contained in this Paragraph are not correct.
- 10.8. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Coryell County, Texas.
- 10.9. If such matter relates to or is the subject of a lien arising out of Professional's Services, Professional may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.
- 10.10. No Warranty or Guarantee. Professional makes no warranty, either expressed or implied, as to its services which constitute professional judgment. Client recognizes that neither Professional nor any of Professional's subconsultants or subcontractors owes any fiduciary responsibility to Client. Professional makes no guarantee as to its services and makes no guarantee that any governmental authority will approve or grant any tax credits, rebates, approvals or other relief.
- 10.11. Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Professional and of Client which would otherwise survive termination of the Services.



The above proposal is agreed upon and accepted.

City of Gatesville (Client)

For the City, _____

Post Oak Preservation Solutions

For the firm, Ellis Mumford-Russell

Date: _____

Date: _____

Initials _____



Gatesville Intermediate School

311 Hornet Way, Gatesville, Texas 76528

P: (254) 865-2526 | F: (254) 865-2932

September 5, 2023

Dear City Council Members,

I am writing on behalf of the Gatesville Intermediate School. I am in charge of our Fall Festival—which is our Open House, parent engagement, and school fundraiser in October. I am requesting that 27th Street -behind Gatesville Intermediate- from the Church of Jesus Christ of Latter Day Saints at Marshall Street to the Tennis Courts—be blocked off on Thursday, October 26th from 4:30 p.m.-7:30 p.m. to help accommodate our Fall Festival activities.

Citizens can use the church parking lot and/or the tennis courts parking lot to park—however, we do not want them driving on the road directly behind the Intermediate School during the hours from 4:30 p.m. through 7:30 p.m. for safety reasons. We will have military vehicles, a firetruck, and other emergency vehicles parking on that street during the Fall Festival for students and parents to view.

I appreciate your consideration in this important matter.

Sincerely,

Deborah Ford, M. Ed.

Gatesville Intermediate School Counselor



Agenda Item #6

CITY COUNCIL MEMORANDUM

Date: September 12, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager and Mike Halsema, Finance Director

Agenda Item: Discussion and possible action regarding an ordinance adopting the budget for Fiscal Year 2024.

Information:

According to the city charter, certain ordinance, such as the budget ordinance, must undergo a reading during open council meetings on three separate occasions. At this meeting, September 12th, the council will consider the third and final reading of the ordinance to adopt and ratify the FY 2023-24 Budget. There have been two adjustments made to the budget which will be presented to the City Council Monday evening.

The total budget for FY-24 amounts to \$33,949,363, representing an increase of \$17,537,349 from the approved FY-23 budget of \$16,412,014. This significant increase is primarily attributable to several capital projects totaling \$16,932,072. Additionally, the FY-24 budget encompasses not only current revenues but also grants and bond proceeds earmarked for specific projects throughout the year. The table below outlines the allocation of funds across the three main areas for FY-24:

Description	Amount
Operation & Maintenance	14,261,893
Capital Projects	16,932,072
Debt	2,755,398
TOTAL	\$33,949,363

Financial Impact: \$33,949,363.

Staff Recommendation: Staff recommends that the City Council approve Ordinance 2023-03 on its third & final reading, adopting the budget for Fiscal Year 2024.

Motion: I make the motion to approve the third and final reading of Ordinance 2023-03 making appropriations for the support of the City of Gatesville, Texas for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, appropriating funds to a sinking fund to pay interest and principal on the City's indebtedness; adopting the annual budget of the City of Gatesville, Texas for the 2023-24 Fiscal Year, and ratifying the property tax increase reflected in the Fiscal Year 2023-24 Budget.

Attachments: Ordinance 2023-03
Budget for FY 2024

ORDINANCE NUMBER 2023-03

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF GATESVILLE, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024. APPROPRIATING FUNDS TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; ADOPTING THE ANNUAL BUDGET OF THE CITY OF GATESVILLE, TEXAS, FOR THE 2023-24 FISCAL YEAR; AND RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FY 2023-24 BUDGET.

Whereas, the budget, appended here as Exhibit A, for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, was duly presented to the City Council by the City Manager. A public hearing was scheduled and announced by the City Council, with public notice published in the Gatesville Messenger. The subsequent public hearing was conducted as planned:

Now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS:

SECTION 1. That the appropriations for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, for the support of the general government of the City of Gatesville, Texas, be fixed and determined for the said terms in accordance with the expenditures shown in the City's Fiscal Year 2023-24 Budget. A copy of which is attached as Exhibit A;

SECTION 2. The Budget, as represented in words and figures in Exhibit A, is hereby approved in all respects and is hereby adopted as the official Budget of the City for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.

SECTION 3. An allocation is hereby granted as per the budget to establish a sinking fund. This fund is designated to cover the payment principal and interest, along with the retirement of the bonded debt obligations for Fiscal 2023-24 of the City of Gatesville.

SECTION 4. This budget reflects increased tax revenues compared to the previous year's budget. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE.

RECORD VOTE BY ROLL CALL:

Mayor Pro-tem Meredith Rainer	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSENT
Councilman Claude Williams	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSENT
Councilwoman Barbara Burrow	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSENT
Councilman Joe Patterson	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSENT
Councilman Greg Casey	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSENT
Councilman John Westbrook	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSENT

The foregoing Ordinance, designated as Ordinance Number 2023-03, received approval after its first reading on August 22, 2023 and advanced to the second reading on the 29th day of August, 2023.

The foregoing Ordinance, identified as Ordinance Number 2023-03, was approved on the second reading on August 29, 2023 and advanced to the third reading on the 12th day of September, 2023.

The foregoing Ordinance, denoted as Ordinance Number 2023-03, was read the third time and was formally adopted as an Ordinance to the City of Gatesville, Texas, this 12th day of September, 2023.

THE CITY OF GATESVILLE, TEXAS

Gary M. Chumley, Mayor

ATTESTED:

Wendy Cole, City Secretary

APPROVED AS TO FORM AND SUBSTANCE:

Charles D. Olson, City Attorney

CERTIFICATION OF SEPARATE VOTE TO RATIFY THE TAX INCREASE:

As required by law the City Council voted separately and additionally to ratify the property tax revenue increase reflected in the adopted FY 2023-2024 budget by a vote of ____AYES to ____NAYS with ____abstentions.

ATTEST:

City Secretary

FISCAL YEAR 2023-24 BUDGET

		2023-2024 PROPOSED
General Fund		
Revenues	\$	8,051,392
Expenditures	\$	8,051,392
Water and Sewer Fund		
Revenues	\$	21,635,743
Expenditures	\$	21,635,743
Airport Fund		
Revenues	\$	54,500
Expenditures	\$	54,500
Hotel Occupancy Tax Fund		
Revenues	\$	235,051
Expenditures	\$	235,051
Cemetery Maintenance Fund		
Revenues	\$	12,000
Expenditures	\$	12,000
Debt Service Fund		
Revenues	\$	289,944
Expenditures	\$	289,944
Municipal Court Security and Technology Fund		
Revenues	\$	13,400
Expenditures	\$	13,400
Governmental Capital Projects		
Revenues	\$	3,657,333
Expenditures	\$	3,657,333
Total		
Revenues	\$	33,949,363
Expenditures	\$	33,949,363



Agenda Items # 7-9

CITY COUNCIL MEMORANDUM

Date: September 12, 2023
To: Mayor & City Council
From: Mike Halsema, Finance & HR Director

Agenda Items: Public Hearing regarding the Fiscal Year 2024 Tax Rate and Discussion and possible action regarding approval of Ordinance 2023-04 levying a tax rate for Fiscal Year 2023-24.

Information:

At the August 8, 2023 City Council Meeting, the City Council took action to propose a tax rate of \$0.5600 per \$100 of taxable assessed valuation. The proposed tax rate is equal the current FY 2022-2023 tax rate, lower than the no-new-revenue tax rate of \$0.674138 and higher than the voter-approval tax rate of \$0.535976 per \$100 of taxable assessed valuation. The no-new-revenue and voter-approval tax rates were calculated by the Coryell County Tax Assessor and Collector Justin Carothers. According to the budget calendar, the date scheduled to adopt the tax rate is Sept 12, 2023. Approval of the tax rate requires a 60% majority vote. The Public Hearing to hear comments on the FY 2024 Tax Rate is also scheduled for the September 12th meeting.

Financial Impact:

Staff Recommendation:

The staff recommends the approval of Ordinance 2023-04 levying a tax rate of \$0.5600 per \$100 of taxable assessed valuation for Fiscal Year 2023- 24.

Motion: "I move the adoption of a tax rate of tax rate of \$0.56000 on each \$100.00 valuation of property for the tax/ calendar year 2023, said tax rate being so set and designated: \$0.510405 of said tax rate to be for the General Fund for the maintenance and operation expenditures of the City, and \$0.049595 of said tax rate to be for the payment of principal and interest on debt, For the total tax rate of \$ 0.56000.

Attachments:

Tax Levy Ordinance 2023-04

Staff Contacts:

Mike Halsema, Finance & HR Director mhalsema@gatesvilletx.com

ORDINANCE NUMBER 2023-04

**AN ORDINANCE LEVYING A TAX RATE FOR THE CITY OF GATESVILLE, TEXAS
FOR THE TAX YEAR 2023**

WHEREAS, the City of Gatesville, Texas is empowered by the Texas Constitution and the Texas property Tax Code to establish a property tax rate for the use and support of the municipal government; and

WHEREAS, it is the desire of the City Council of the City of Gatesville to set a Property Tax rate for the City for tax/calendar year 2023;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS:

1. That the above recitals are true and correct. Additional information is noted:
 - 2023 Certified Freeze Adjusted Taxable Value \$532,448,691
 - 2023 Taxable Value of New Improvements \$7,945,140
 - 2023 Anticipated Collection Rate 99.01%
 - 2023 No-New-Revenue Tax Rate (NNR - what the rate would need to be to raise the same tax revenues as last year) is \$0.674138 per \$100 valuation
 - 2023 Voter Approval Rate \$0.535976 per \$100 valuation
 - 2023 De minimis Rate \$0.611162 per \$100 valuation
2. That it is officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law, and that notice of the time, place, and subject of such meeting has been given as required by law.
3. That the public hearing or hearings on the tax rate were properly noticed and held in accordance with the Texas Property Tax Code.
4. That a motion was made and seconded that the tax rate be set at **\$0.56000 on each \$100.00 valuation of property.**
5. That there is hereby set and adopted a property tax rate for tax/calendar year 2023 for the use and support of the municipal government of the City of Gatesville, Texas, upon all property, real, personal, or mixed, within the corporate limits of the City of Gatesville subject to taxation, a tax rate of \$0.56000 on each \$100.00 valuation of property, said tax rate being so set and designated:
\$0.510405 of said tax rate to be for the General Fund for the maintenance and operation expenditures of the City, and \$0.049595 of said tax rate to be for the payment of principal and interest on debt, For the total tax rate of \$ 0.56000.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY -18.28 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$ -114.14.



Agenda Item #10

CITY COUNCIL MEMORANDUM

Date: September 12, 2023

To: Mayor & City Council

From: Mike Halsema, Finance & HR Director

Agenda Item: Discussion and Possible Action regarding repealing and replacing Chapter 18 (Fees) of the City of Gatesville Code of Ordinances (3rd & final reading of Ordinance 2023-05).

Information:

As part of the FY 2024 budget process, Department Heads who assessed fees based on statutes or ordinances reviewed their fee structure to determine if it covered the cost of service. Department Heads also benchmarked the City of Gatesville's fee schedule against other cities in Central Texas (to compare what we were charging versus what they were charging for the same service). In addition, all fines or fees that were set by Resolution previously have been included as part of this Ordinance.

Financial Impact: N/A

Staff Recommendation:

The staff recommends approving Ordinance 2023-05 on the 3rd & final reading repealing and replacing Chapter 18 (Fees) of the City of Gatesville Code of Ordinances.

Motion: I move to approve Ordinance 2023-05 of the City of Gatesville, Texas on the third reading repealing Chapter 18, Fees of the Code of Ordinances of City of Gatesville; adopting a new Fee Schedule for the City of Gatesville; and providing an effective date of October 1, 2023.

Attachments:

- Chapter 18 fines and fees
- Ordinance 2023-05

Staff Contacts:

Mike Halsema, Finance & HR Director mhalsema@gatesvilletx.com

ORDINANCE NUMBER 2023-05

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS REPEALING CHAPTER 18, FEES OF THE CODE OF ORDINANCES OF THE CITY OF GATESVILLE; ADOPTING A NEW FEE SCHEDULE FOR THE CITY OF GATESVILLE; AND PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY the City Council of the City of Gatesville, Texas as follows:

Section 1. Chapter 18 (Fees) of the City of Gatesville, Texas Code of Ordinances is repealed.

Section 2. The Fee Schedule that is attached as Exhibit A to this ordinance is hereby adopted and shall be placed into Chapter 18 of the Code of Ordinances of the City of Gatesville.

The foregoing Ordinance No. 2023-05 was read the first time August 22nd, and passed to the second reading on the 29th day of August, 2023.

The foregoing Ordinance No. 2023-05 was read the second time on August 29, and passed to the third reading on the 12th day of September, 2023.

The foregoing Ordinance No. 2023-05 was read the third time and was passed and adopted as an Ordinance of the City of Gatesville, Texas this 12th day of September, 2023 and will take effect October 1, 2023.

THE CITY OF GATESVILLE, TEXAS

Gary M. Chumley, Mayor

ATTESTED:

Wendy Cole, City Secretary

APPROVED AS TO FORM AND SUBSTANCE:

Charles D. Olson, City Attorney

Chapter 18 FEES

Sec. 18-1. Fee schedule.

<i>Description</i>	<i>Fee</i>
Animals	
Impoundment fee for impounded animals	\$30 per animal
Daily care fee for impounded animals	\$6 per day
Quarantine fee for impounded animals	\$15 per day
Surrender fee for impounded animals	\$25 per animal
Adoption fee for impounded animals	\$15 per animal
Euthanasia fee for impounded animals	\$45 per animal
Kennel/multi-pet annual permit	\$20
Application fee for permit to raise, keep, and maintain livestock and/or fowl on a tract of land smaller than five acres	\$20
Animal license fee	\$2
Airport	
Rental fee for city municipal airport hangar #1 through #12	\$120 per month
Rental fee for city municipal airport hangar #13 through #22	\$160 per month
Rental fee for the city municipal airport maintenance hangar	\$400 per month
Airplane ramp parking fee (airplanes may be parked on the ramp for a period of 14 days at no charge. After 14 days, a fee will be imposed on the owner until the airplane is removed.)	\$2 per day
Building Inspections and Building Regulations	
New single-family residential construction fees for permits for the structure, electrical, mechanical, plumbing, certificate of occupancy, and plans review. (This does not include permits for fences, storage buildings, accessory structures, lawn irrigation, whole house water softener units, or swimming pools.)	\$0.20 per square foot based on the total square footage under the roof Not less than \$200
Remodel and add-on to single-family residential construction fees for permits for the structure, electrical, mechanical, plumbing, certificate of occupancy and plans review. (This does not include permits for fences, storage buildings, accessory structures, lawn irrigation, whole house water softener units, or swimming pools.)	\$0.10 per square foot based on the total square footage under the roof Not less than \$100
Fees for Commercial building permits	0.25 per square foot not less than \$200.00 Commercial Re-model \$0.20 per square foot not less than \$200.00
Commercial Signs, Pools, Storage Buildings, Decks, Lawn Irrigation	\$80.00
Fees for stand-alone building permits Roofing, Plumbing, Electrical, and Mechanical (each)	\$50.00

Note:

(1) Mechanical—Air conditioning, heating, ventilation, exhaust and refrigeration systems.

(2) Plumbing—All connections to a water or sewerage system. Gas pipe systems are to be permitted separately. The plumbing fee column shall be used for gas piping systems.

(3) Reinspection Fee: initial \$75.00 - subsequent \$100.00

Description			Fee
Fee for moving any building or structure			\$100
Annual permit renewal fee for a business/commercial alarm system			\$100
Cemetery Fees			
Cemetery Plot (Resident & Non-resident)	Perpetual Maintenance Fee		Total Cost
\$250.00	\$250.00		\$500
Licenses, Permits and Miscellaneous Regulations			
Residential Alarm permit (year)			\$50
Commercial Alarm permit (year)			\$100
Service fee for each subsequent false alarm notification after the fifth false alarm notification during any 12-month period (the first five false alarm notifications during any 12-month period are free)			\$75
Permit fee for a circus or carnival			\$15
Annual license fee for an itinerant vendor license			\$35 per vendor
Annual license fee for a peddler license			\$50 per peddler
Annual license fee for a solicitor license			\$50 per solicitor
Annual license fee for a sexually oriented business license, new or renewal			\$1,000
Annual license fee for a sexually oriented business employee license, new or renewal			\$100
Fee for return of property seized by the city police department (abandoned vehicles and property obstructing traffic)			\$100 plus all other costs of removal and storage that may have accrued thereon
Off duty officer security (per hour), with vehicle additional \$25			\$45 \$70 w/vehicle
Library			Fee
Material late fees			\$ 0.25
Copies BW 8x11			\$ 0.20
Copies Color 8x11			\$ 0.75
Copies on cardstock			\$ 1
Copies legal			\$ 0.75
Fax transmit 1st page			\$ 5
Fax transmit additional pages			\$ 1
Fax receive			\$ 3
Lost book			replacement cost
Damaged books repair			\$ 5

Meeting room rental business per hr.	\$ 25
Meeting room rental business per day	\$ 150
Meeting room rental non profit per hr.	\$ 10
Meeting room rental non profit per day	\$ 75
Friends of Library	no fee
Notary services non County resident	\$ 6
Notary services County resident	no fee
Hotspot check out	no fee
Hotspot late fee per day	\$ 10
Hotspot lost	\$ 100
Boozaar event space - Commercial	\$55
Boozaar event space – non profit	\$25
Parks and Recreation	Fee
Fee for use of the entire park at Faunt Le Roy's Crossing	\$200 per day
Fee for use of a recreational vehicle space at Faunt Le Roy's Crossing	\$25 per day
Usage of dump station at Faunt Le Roy's Crossing	\$5 per dump

Space	General Public Fee	Nonprofit Fee
CIVIC CENTER RENTAL		
Large Room M-Th (6am-1am)	\$500	\$375
Large Room Fri or Sun (6am-1am)	\$750	\$375
Large Room Sat (6am-1am)	\$1000	\$500
Large Room Full Weekend (Friday 5pm-Sunday 5pm)	\$2000	\$750
Small Room M-F (6am-1am)	\$100	\$50
Small Room M-F (partial day)	\$10hr/\$50minimum	\$10hr
Small Room Sat -Sun (6am-1am)	\$100	\$100
Security (if alcohol is served)	\$45/hour per officer	\$45/hour per officer
Charge per hour after 1AM	\$200 hour + security	
Use/set up of stage	\$50	Free
Use/set up of dancefloor	\$50	Free
Use of AV system	\$50	Free
Security deposit	\$500	\$500
AUDITORIUM		
M-Th (8am-midnight)	\$50	\$50

Fri-Sun (8am-midnight)	\$100	\$50
Security deposit	\$100	\$100

ATHLETICS YOUTH SPORTS		FEE
Flag Football, Volleyball, Soccer, Baseball, Softball		\$60
Youth Sports Late Registration		\$70
Baseball/Softball Team Sponsor		\$250
Flag Football, Soccer, Volleyball Team Sponsor		\$150
ADULT SPORTS		
Adult Softball		\$325
OTHER SPORTS		
Disc Golf League		\$30/participant
Disc Golf Tournament		\$20/participant
Pickleball League		\$30/participant
Pickleball Tournament		\$20/participant
Racquetball Tournament		\$20/participant
FACILITY RENTAL		
Entire Complex		\$750/day
Individual Field		\$125/day
Individual Field hourly no lights-practice		\$20/hour
Individual Field with lights- practice		\$30/hour
ADMISSIONS		
Gate Fees for special events in lieu of field rental fees		\$3 - \$10

Outdoor Swimming Pool

Daily Pass:	Age 0 – 3	Free
	Age 4+	\$3 per day
Season Pass:	Individual	\$40
	Family of 4	\$70
	Each Additional Family Member	\$10

Punch Card Pass:	10-Visits	\$25
Pool Party Rental Fees		# of Participants
*GISD rates half of regular rates		Hourly Charge
		1-40 People
		\$80 per hour
		41-50 People
		\$100 per hour
		51-60 People
		\$120 per hour
		61-70 People
		\$140 per hour
		More than 71 people
		\$20 per 10 additional people
Swim Lessons	\$60.00 Per 4-hour Session	
	Gatesville Fitness Center	
Membership Fees		Individual Paid in Full
1 Month		\$45
3 Months		\$75
6 Months		\$138
12 Months		\$252
		Individual Auto Pay Contract
6 Months		\$25 per month
12 Months		\$23 per month
		Family Paid in Full
1 Month		\$83
3 Months		\$148
6 Months		\$264
12 Months		\$462
		Family Auto Pay Contract
6 Months		\$50 per month
12 Months		\$45 per month

	Senior (55+) Paid in Full
1 Month	\$33
3 Months	\$56
6 Months	\$100
12 Months	\$172
	Senior Auto Pay Contract
6 Months	\$19 per month
12 Months	\$17 per month
One Day Pass	\$5
One Week Pass	\$15
Punch Card	\$30 for 10 Visits
Military Discount	\$25 for one month
Locker Rental	\$5 per month
Pool Party Rental	\$90 per hour
Event Fee	\$35 - \$105
Returned Check Fee	\$25

Fitness Center Corporate Membership Fees

# of Employees Participating	% Discount Given	Individual 6 Months	Family 6 Months	Individual 12 months	Family 12 Months
5-9	25%	\$103.50	\$198.00	\$189.00	\$346.50
10-14	30%	\$96.60	\$184.80	\$176.40	\$323.40
15-19	35%	\$89.70	\$171.60	\$163.80	\$300.30
20-24	40%	\$82.80	\$158.40	\$151.20	\$277.20
25-29	45%	\$75.90	\$145.20	\$138.60	\$254.10
30+	50%	\$69.00	\$132.00	\$126.00	\$231.00

Solid Waste	
Monthly service charge for garbage, refuse, trash and recycling collection and disposal for a family unit (any one family residence or apartment, or any other single-family dwelling)	\$22.01
Monthly service charges for garbage, refuse, trash and rubbish collection and disposal for multi-dwelling owners and mobile home park owners who pay the garbage and trash collection charges for their tenants	\$22.01 times the number of apartments or mobile home spaces
Monthly service charges for small commercial customers who do not use dumpsters	\$25.30
Monthly service charge for commercial customers who do use dumpsters	See table below

Dumpster Rate Schedule

<i>Size of dumpster</i>	<i>Number of Garbage Pickups</i>				
	1	2	3	4	5
2 yd	\$92.42	\$132.16	\$191.63	\$229.98	\$257.58
3 yd	\$107.73	\$197.44	\$269.36	\$350.23	\$409.00
4 yd	\$151.56	\$243.92	\$319.47	\$405.70	\$486.91
6 yd	\$187.05	\$336.83	\$510.77	\$628.25	\$747.60
8 yd	\$243.94	\$403.96	\$604.33	\$749.68	\$891.23

Commercial unit unusual accumulation/overage charge \$150 per dumpster overage

<i>Streets, Sidewalks, and Other Public Places</i>	
Fee for street cutting	\$50
<i>Subdivisions & Zoning</i>	
Preliminary Plat	\$250
Additional lot (each)	\$3
Final Plat	\$250
Additional lot (each)	\$3
Re Plat	\$250
Additional lot (each)	\$3
Zoning Variance	\$75
Zoning Special Exception	\$75
Zoning Interpretation	\$75
Zoning Map Amendment	\$250
<i>Traffic and Vehicles</i>	
Fee for redemption of property seized after being parked on a municipally owned or leased parking lot for more than 72 consecutive hours	\$10 and all other costs of removal and storage that may have accrued thereon
<i>Water and Sewer Utilities</i>	
Deposit for water \$50, sewer \$50, and curbside garbage \$50 service to a residence, if all services provided totaling \$150. Deposits may be waived for new customers pending confirmation of 12 months of uninterrupted service and no late fees with another utility. Deposits may also be waived or refunded if customer elects auto draft a minimum of 12 months through the City's utility billing department. Deposits will be credited to customer's account pending 12 months of uninterrupted service and no late fees after the 12 th consecutive month.	\$150

Deposit for water and/or sewer service for commercial customers and other non-residential customers	Determined individually, minimum of \$50 for water and \$50 for sewer
Bulk construction (fire plug) meter deposit	Determined by current replacement meter cost
Tap and connection charges	See table below

Water Connections or Taps

	<i>Tap</i>	<i>Mtr/Box</i>	<i>Meter</i>
¾" meter	\$1200.00	\$364.00	\$335.00
1" meter	\$1350.00	\$483.00	\$454.00
1½" meter	\$1625.00	\$871.00	\$800.00
2" meter	\$1725.00	\$921.00	\$850.00

Sewer connections or taps:

- (1) Minimum charge of \$1128.00 for connection taps.
- (2) The minimum charge shall apply to four-inch taps only. The additional cost of larger taps shall be paid by the customer.
- (3) A sewer tap shall include all the cost of tapping, cost of sewer pipe, wyes and other materials needed to extend service to the nearest property or easement line, and the cost of street repairing whenever required.

Exception: For sewers in business areas, or where deep-cut connections are involved, estimates of cost will be furnished upon request. Such estimated cost must be deposited with the city before work is done.

Monthly Water and Sewer rates		See Table Below	
RESIDENTIAL INSIDE WATER RATES			
Base monthly charge	FY24		PER 1,000 GAL
3/4	\$ 24.21		0-5K \$ 3.34
1	\$ 30.67		6K-15K \$ 3.67
1 1/2	\$ 46.81		16K-30K \$ 4.07
2	\$ 66.17		31K PLUS \$ 4.45
NEW CONST.	\$ 24.21		
RESIDENTIAL OUTSIDE WATER RATES			
Base monthly charge			PER 1,000 GAL
3/4	\$ 36.32		0-5K \$ 5.01
1	\$ 46.01		6K-15K \$ 5.51
1 1/2	\$ 70.22		16K-30K \$ 6.11
2	\$ 99.26		31K PLUS \$ 6.68
NEW CONST.	\$ 36.32		

COMMERCIAL INSIDE WATER RATES				
Base monthly charge				
3/4	\$ 22.27		PER 1,000 GAL	\$ 3.34
1	\$ 35.34			
1 1/2	\$ 68.00			
2	\$ 107.19			
3	\$ 198.65			
4	\$ 329.30			
COMMERCIAL OUTSIDE WATER RATE				
Base monthly charge				
3/4	\$ 33.41		PER 1,000 GAL	\$ 5.01
1	\$ 53.01			
1 1/2	\$ 102.00			
2	\$ 160.79			
3	\$ 297.98			
4	\$ 493.95			
SPRINKLER INSIDE WATER RATES				
Base monthly charge				
3/4	\$ 11.13		PER 1,000 GAL	
1	\$ 17.66		0-5K	\$ 3.34
1 1/2	\$ 33.99		6K-15K	\$ 3.67
2	\$ 53.57		16K-30K	\$ 4.07
3	\$ 99.28		31K PLUS	\$ 4.45
SPRINKLERS OUTSIDE WATER RATE				
Base monthly charge				
3/4	\$ 16.70		PER 1,000 GAL	
1	\$ 26.49		0-5K	\$ 5.01
1 1/2	\$ 50.98		6K-15K	\$ 5.51
2	\$ 80.37		16K-30K	\$ 6.11
3	\$ 148.92		31K PLUS	\$ 6.68
STOCK WATER INSIDE WATER RATES				
Base monthly charge				
3/4	\$ 11.13		PER 1,000 GAL	\$ 3.34
1	\$ 17.66			

1 1/2	\$ 33.99		
2	\$ 53.57		
3	\$ 99.28		
STOCK WATER OUTSIDE WATER RATE			
Base monthly charge			
3/4	\$ 16.70	PER 1,000 GAL	\$ 5.01
1	\$ 26.49		
1 1/2	\$ 50.98		
2	\$ 80.37		
3	\$ 148.92		
NEW CONSTRUCTION INSIDE			
Base monthly charge (ALL)	\$ 24.75	PER 1,000 GAL	\$ 3.34
NEW CONSTRUCTION OUTSIDE			
Base monthly charge (ALL)	\$ 37.13	PER 1,000 GAL	\$ 5.01
BULK CONSTRUCTION			
Base monthly charge			
2	\$ 107.19	PER 1,000 GAL	\$ 3.34
TDCJ			
Base monthly charge			
2	\$ 107.19	PER 1,000 GAL	\$ 3.34
6	\$ 655.92		
10	\$ 1,505.16		
WORSHIP CENTER INSIDE		PER 1,000 GAL	
Base monthly charge (ALL)	\$ 20.00	0-5K	\$ 3.34
		6K-15K	\$ 3.67
		16K-30K	\$ 4.07
		31K PLUS	\$ 4.45
WORSHIP CENTER OUTSIDE		PER 1,000 GAL	
Base monthly charge (ALL)	\$ 30.00	0-5K	\$ 5.01
		6K-15K	\$ 5.51
		16K-30K	\$ 6.11

		31K PLUS	\$ 6.68
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RESIDENTIAL SEWER RATES				
Base monthly charge	\$ 11.13		PER 1,000 GAL	\$ 4.00
Residential customer bills are based on the customer's average metered monthly water use during the months of December, January, and February. New customer's volumetric rate will be based on a city wide average of 6,000 gallons per month until a winter average is established.				
COMMERCIAL SEWER RATES				
Base monthly charge	\$ 11.13		PER 1,000 GAL	\$ 4.00
Commercial customer bills are based on 100% of monthly metered water usage.				
TDCJ				
Base monthly charge	\$ 381.93		PER 1,000 GAL	\$ 2.95
TDCJ bills are based on 100% of monthly metered sewer flows.				

<i>Description</i>	<i>Fee</i>
Admin fee for each time the city turns off water service for non-payment of the water account	\$35.00
Connect fee for each time the city turns on water service or opens a new account for any water customer	\$22.00
Transfer fee for each time an existing customer transfers water service from one house to another house	\$22.00
Minimum charge for when water is turned on for as much as ten days of a billing period, even when there is no water consumption	\$24.21
Rate schedule for the monitored group class, consisting of customers whose wastewater strength is abnormally high (this schedule replaces all charges previously made for industrial strength waste)	See information and formula below

MONITORED GROUP

Volume charge \$5.96 per 1,000 gal.

BOD and SS surcharge (according to the following formula):

S	=	$\frac{C (BOD - 200) + (SS - 220)}{(8.345)(V)}$
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Where:

S = Surcharge to user in dollars to be added to monthly billing for sewer.

C = Unit cost of treatment at \$/lb.

V = Monthly volume of wastewater discharged by monitored customer.

BOD = BOD strength index in mg/l.

200 = Normal BOD strength in mg/l.

SS = Suspended solids strength index in mg/l.

220 = Normal suspended solids strength in mg/l.

8.345 = Factor converting mg/l to pounds/gallons.

Monitoring charge (testing) Total cost to the city

The monitoring charge shall consist of all cost for personnel, material and equipment used to collect and analyze samples from customers' wastewater to determine the strength of the wastewater produced.

<i>Description</i>	<i>Fee</i>
Service charge for bills for water or sewer service not paid on or before the 15th day of the month they become payable	10% of bill
Admin fee for water and/or sewer service turned off due to delinquent bills	\$35
Rate for connection to the water or sewer lines or mains which are installed at the city's expense, if the water line or main is already in the ground on the lot or tract to which water connections may be made	\$3 per front foot
Rate for connection to the water or sewer lines or mains which are installed at the city's expense, if the sewer line or main is already in the ground on the lot or tract to which sewer connections may be made	\$3 per front foot
Rate for connection to the water or sewer lines or mains which are installed at the city's expense, for either water or sewer lines or mains installed by the city to the lot or tract to which water or sewer connections may be made	\$5 per foot
Fee for extending water mains when an applicant's property is more than 100 feet from an existing water main	\$3 per front foot
Fee for extending sewer mains when an applicant's property is more than 100 feet from an sewer water main	\$3 per front foot
Charge for the city to cause a renewal field test for backflow prevention assemblies to be done when the customer fails to obtain a renewal field test	Fee to be as determined by the city from time to time to cover its costs for such service
Drought contingency	
Surcharge for residential water customers for the first 1,000 gallons over allocation	\$4.00

Surcharge for residential water customers for the second 1,000 gallons over allocation	\$4.50
Surcharge for residential water customers for the third 1,000 gallons over allocation	\$5.00
Surcharge for residential water customers for each additional 1,000 gallons over allocation after 3,000 gallons	\$6.00
Surcharge for master-metered multifamily residential customers for 1,000 gallons over allocation during drought up through 1,000 gallons for each dwelling unit	\$4.00
Surcharge for master-metered multifamily residential customers for each additional 1,000 gallons over allocation during drought up through a second 1,000 gallons for each dwelling unit	\$4.50
Surcharge for master-metered multifamily residential customers for each additional 1,000 gallons over allocation during drought up through a third 1,000 gallons for each dwelling unit	\$5.00
Surcharge for master-metered multifamily residential customers for each additional 1,000 gallons over allocation during drought after 3,000 gallons over allocation	\$6.00
Surcharge for nonresidential customers whose allocation during drought is 2,000 gallons through 10,000 gallons per month for the first 1,000 gallons over allocation	\$4.50 per 1,000 gallons
Surcharge for nonresidential customers whose allocation during drought is 20,000 gallons per month or more for each 1,000 gallons in excess of allocation up through five percent above allocation	Two times the block rate
Surcharge for nonresidential customers whose allocation during drought is 20,000 gallons per month or more for each 1,000 gallons in excess of allocation from five percent above allocation through ten percent above allocation	Three times the block rate
Surcharge for nonresidential customers whose allocation during drought is 20,000 gallons per month or more for each 1,000 gallons in excess of allocation from ten percent above allocation through 15 percent above allocation	Four times the block rate
Surcharge for nonresidential customers whose allocation during drought is 20,000 gallons per month or more for each 1,000 gallons in excess of allocation more than 15 percent above allocation	Five times the block rate

2023

-JANUARY-

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

-FEBRUARY-

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

-MARCH-

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

-APRIL-

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

-MAY-

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

-JUNE-

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

-JULY-

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

-AUGUST-

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

-SEPTEMBER-

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

-OCTOBER-

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

-NOVEMBER-

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

-DECEMBER-

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						