

City Council Meeting

November 14, 2023

At

Gatesville Council Chamber

110 N. 8th Street

5:30 P.M.



**INDEX
REGULAR CITY COUNCIL MEETING
NOVEMBER 14, 2023**

5:30 P.M.

PAGE 1-3 --- AGENDA – 11-14-2023

**CALL TO ORDER
QUORUM CHECK
INVOCATION AND PLEDGE OF ALLEGIANCE**

CITIZENS/PUBLIC COMMENTS FORUM: INDIVIDUALS WISHING TO ADDRESS THE GATESVILLE CITY COUNCIL MAY DO SO DURING THIS TIME. IF A PERSON WISHES TO COMMENT ON A SPECIFIC AGENDA ITEM, THEN THE SPEAKER SHOULD INDICATE SUCH ITEM(S) ON THE SIGN IN SHEET PRIOR TO THE MEETING. PUBLIC COMMENT IS LIMITED TO 3 MINUTES PER SPEAKER. SPEAKERS MUST CONDUCT THEMSELVES IN A CIVIL MANNER. IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, GATESVILLE CITY COUNCIL CANNOT DELIBERATE OR ACT ON ITEMS NOT LISTED ON THE MEETING AGENDA.

NO MEMO- RECOGNIZE GATESVILLE POLICE OFFICERS ANTHONY MARTINEZ, MICHAEL SUNIGA & ANNA PERROW (BRAD HUNT)

PAGE 4-12 - ALL CONSENT AGENDA ITEMS ARE CONSIDERED ROUTINE BY THE 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 2023-133: APPROVAL OF MINUTES FROM REGULAR CITY COUNCIL MEETING OCTOBER 24, 2023 (WENDY COLE)

RESOLUTION 2023-134: DISCUSSION AND POSSIBLE ACTION REGARDING CHANGE ORDER NO. 1 TO THE B-5 CONSTRUCTION COMPANY CONTRACT FOR IMPROVEMENTS TO THE REGIONAL WATER SUPPLY CLARIFIER NO. 2 REHABILITATION PROJECT (SCOTT ALBERT)

**PAGE 13- CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING THE NOVEMBER 7, 2023 ELECTION:
A. CANVASS VOTES
B. DECLARE ELECTION RESULTS
C. ADMINISTER OATH TO NEWLY ELECTED COUNCIL MEMBERS
D. ISSUE CERTIFICATES OF ELECTION**

NO MEMO- RECOGNIZE OUTGOING COUNCILMEMBER CLAUDE WILLIAMS

PAGE 14- CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION TO APPOINT A MAYOR PRO-TEM

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

THE CITY COUNCIL OF THE CITY OF GATESVILLE IS HEREBY RECESSING THE REGULAR MEETING AND CALLING FOR AN EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE:

**SECTION 551.071 (CONSULTATION WITH ATTORNEY)
SECTION 551.072 (DELIBERATIONS ABOUT REAL PROPERTY)
SECTION 551.074 (PERSONNEL MATTERS)
SECTION 551.76 (DELIBERATIONS ABOUT SECURITY DEVICES)
SECTION 551.087 (DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT
NEGOTIATIONS)**

**SECTION 551.086 (CONCERNING MUNICIPALLY OWNED UTILITY-
COMPETITIVE MATTERS)**

THIS CLOSED SESSION IS CONVENED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE SECTION 551.071- CONSULTATION WITH ATTORNEY. THIS SESSION ADDRESSES CONFIDENTIAL MATTERS IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CONFLICTS WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

DURING EXECUTIVE SESSION, THE FOLLOWING MATTERS WILL BE DISCUSSED:

- A. OBTAIN LEGAL ADVICE, DISCUSSION, AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICES AGREEMENT WITH FREESE & NICHOLS, INC. TO REVIEW A DRAINAGE STUDY PREPARED BY WALKER PARTNERS AS RELATES TO POTENTIAL RESPONSIBILITY FOR CLAIMED FLOODING (VICTORIA THOMAS, KIMBERLY PATAK & SCOTT ALBERT)**

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

NO MEMO - DISCUSSION AND POSSIBLE ACTION RESULTING FROM DELIBERATIONS IN EXECUTIVE SESSION

**PAGE 15-16 CITY COUNCIL MEMORANDUM -
RECESS REGULAR MEETING AND CALL A PUBLIC HEARING-----**

HEAR COMMENTS REGARDING A PROPOSED VOLUNTARY ANNEXATION OF AREA INTO THE CORPORATE LIMITS OF THE CITY OF GATESVILLE. THE AREA IN QUESTION ENCOMPASSES 135.05 ACRES SITUATED IN THE WILLIAM SUGGETT SURVEY, ABSTRACT NO. 912, CORYELL COUNTY, TEXAS. ADDITIONALLY, IN ACCORDANCE WITH STATE LAW, THIS ANNEXATION WOULD INCLUDE THE PORTION OF THE ADJACENT COUNTY ROAD KNOWN AS OLD PIDCOKE RD, ALONG WITH THE RIGHT-OF-WAY ON EITHER SIDE. THIS EXTENSION OF THE CITY'S BOUNDARY LIMITS AIMS TO ENCOMPASS BOTH THE ANNEXED PROPERTY AND THE ABUTTING COUNTY ROAD (OLD PIDCOKE RD), THUS GRANTING ALL INHABITANTS AND PROPERTY OWNERS WITHIN THE ANNEXED AREA THE SAME RIGHTS AND PRIVILEGES AS OTHER CITY RESIDENTS. FURTHERMORE, THIS ANNEXATION WOULD BIND THE INHABITANTS OF THE ANNEXED PROPERTY BY ALL THE ACTS, ORDINANCES, AND REGULATIONS OF THE CITY OF GATESVILLE. A SERVICE PLAN FOR THE ANNEXED PROPERTY WILL ALSO BE ADOPTED FOR THE ANNEXED PROPERTY. (SCOTT ALBERT)

END PUBLIC HEARING AND RECONVENE REGULAR MEETING

PAGE 17-30 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF GATESVILLE, TEXAS, 135.03 ± ACRES SITUATED IN THE WILLAM SUGGETT SURVEY, ABSTRACT NO. 912, CORYELL COUNTY, TEXAS, AS WELL AS BY OPERATION OF STATE LAW, THE PORTION OF THE ABUTTING COUNTY ROAD (OLD PIDCOKE RD), INCLUDING THE RIGHT-OF-WAY ON EITHER SIDE; THEREFORE EXTENDING THE BOUNDARY LIMITS OF HE CITY SO TO INCLUDE WITHIN THE CITY'S LIMITS SAID ANNEXED PROPERTY AND ABUTTING COUNTY ROAD (OLD PIDCOKE RD); AND GRANTING ALL INHABITANTS AND OWNERS OF THE ANNEXED PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS AND OWNERS OF THE ANNEXED PROPERTY BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY AND ADOPTING A SERVICE PLAN FOR THE ANNEXED PROPERTY AND PROVIDING AN EFFECTIVE DATE. (1ST READING OF ORDINANCE NO. 2023-08) (SCOTT ALBERT)

**PAGE 31-62 - CITY COUNCIL MEMORANT UM- DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS AMENDING CHAPTER 18 "FEE SCHEDULE" OF THE CODE OF ORDINANCES OF THE CITY OF GATESVILLE REGARDING FEES RELATED TO TEXAS DEPARTMENT OF CRIMINAL JUSTICE, FEES RELATED TO BUILDINGS AND BUILDING REGULATIONS, AND REPEALING SOLID WASTE FEES AND ADOPTING A NEW SOLID WASTE FEE SCHEDULE FOR THE CITY OF GATESVILLE; AND PROVIDING AN EFFECTIVE DATE (1ST READING OF ORDINANCE NO. 2023-07)
(SCOTT ALBERT & MIKE HALSEMA)**

PAGE 63-65 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF GATESVILLE TO ALLOW FOR ADJUSTMENTS TO THE GENERAL FUND REVENUES AND EXPENDITURES OF SEVEN HUNDRED THIRTY THOUSAND DOLLARS (\$730,000); AND ALLOWING FOR ADJUSTMENTS TO THE AIRPORT FUND REVENUES AND EXPENDITURES OF ONE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$117,000); DECLARING A MUNICIPAL PURPOSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE (3RD & FINAL READING OF ORDINANCE NO. 2023- 06) (MIKE HALSEMA)

PAGE 66-68 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A PLATTING APPLICATION TO SUBDIVIDE A .97-ACRE TRACT OF LAND FROM THE AROCHA SURVEY TO BE KNOWN AS THE PASKETT ADDITION (SCOTT ALBERT)

PAGE 69-74 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A PLATTING APPLICATION TO SUBDIVIDE A 12.00-ACRE TRACT OF LAND FROM THE WILLIAM SUGGETT SURVEY TO BE KNOWN AS THE BERRY ESTATES (SCOTT ALBERT)

CITY MANAGER'S REPORT WILL BE PROVIDED AT THE COUNCIL MEETING

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
NOVEMBER 14, 2023

An Open Meeting will be held concerning the following subjects:

1. Call to Order
2. Quorum check
3. Invocation and Pledge of Allegiance
4. Citizens/Public Comments Forum: Individuals wishing to address the Gatesville City Council may do so during this segment. If you intend to comment on a specific agenda item, please indicate the item(s) on the sign-in sheet before the meeting. Each speaker is allotted a maximum of 3 minutes for their remarks, and speakers are expected to conduct themselves in a respectful manner. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Gatesville City Council cannot deliberate or act on items not listed on the meeting agenda.
5. Recognize Gatesville Police Officers Anthony Martinez, Michael Suniga, and Anna Perrow
(Brad Hunt)

CONSENT:

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

Resolution 2023-133:

Discussion and possible action regarding approval of Minutes from the Regular City Council Meeting held on October 24, 2023. (Wendy Cole)

Resolution 2023-134:

Discussion and possible action regarding Change Order No. 1 to the B-5 Construction Company contract for improvements to the regional water supply clarifier No. 2 rehabilitation project. (Scott Albert)

OTHER BUSINESS:

7. Discussion and possible action regarding the November 7, 2023 Election:
 - A. Canvass Votes
 - B. Declare Election Results
 - C. Administer Oath to newly elected Council Members
 - D. Issue Certificates of Election
8. Recognize Outgoing Councilmember Claude Williams
9. Discussion and possible action to appoint a Mayor Pro-Tem

EXECUTIVE SESSION:

10. Recess Regular Meeting and Call for an Executive Session - Closed Meeting

The City Council of the City of Gatesville is hereby recessing the regular meeting and calling for an Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

- * Section 551.071 (Consultation with Attorney)
- * Section 551.072 (Deliberations about Real Property)
- * Section 551.074 (Personnel Matters)
- * Section 551.076 (Deliberations about Security Devices)
- * Section 551.087 (Deliberations Regarding Economic Development Negotiations)
- * Section 551.086 (Concerning municipally owned utility-competitive matters)

This closed session is convened in accordance with Local Government Code Section 551.071, Consultation with Attorney. This session addresses confidential matters in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

During Executive Session, the following matter will be discussed:

A. Obtain legal advice, discussion, and possible action regarding a professional services agreement with Freese and Nichols, Inc. to review a drainage study prepared by Walker Partners as relates to potential responsibility for claimed flooding. (Victoria Thomas, Kimberly Patak, & Scott Albert)

11. End Executive Session and Reconvene the Open Meeting-----

OTHER BUSINESS:

12. Discussion and possible action resulting from deliberations in Executive Session

13. Recess Regular Meeting and call a -----

Public Hearing

Hear comments regarding a proposed voluntary annexation of area into the corporate limits of the City of Gatesville. The area in question encompasses 135.05 acres situated in the William Suggett Survey, Abstract No. 912, Coryell County, Texas. Additionally, in accordance with state law, this annexation would include the portion of the adjacent county road known as Old Pidcoke Rd, along with the right-of-way on either side. This extension of the city's boundary limits aims to encompass both the annexed property and the abutting County Road (Old Pidcoke Rd), thus granting all inhabitants and property owners within the annexed area the same rights and privileges as other city residents. Furthermore, this annexation would bind the inhabitants of the annexed property by all the acts, ordinances, and regulations of the City of Gatesville. A service plan for the annexed property will also be adopted for the annexed property. (Scott Albert)

14. End Public Hearing and reconvene Regular Meeting

15. Discussion and possible action regarding an ordinance annexing into the corporate limits of the City of Gatesville, Texas, 135.03 ± acres situated in the Willam Suggett Survey, Abstract No. 912, Coryell County, Texas, as well as by operation of State law, the portion of the abutting County Road (Old Pidcoke Rd), including the right-of-way on either side; therefore extending the boundary limits of he City so to include within the City's limits said annexed property and abutting County Road (Old Pidcoke Rd); and granting all inhabitants and owners of the annexed property all of the rights and privileges of other citizens and binding the inhabitants and owners of the annexed property by all the acts, ordinances and regulations of the City and adopting a service plan for the annexed property and providing an effective date. (1st reading of Ordinance No. 2023-08) (Scott Albert)

16. Discussion and possible action regarding an Ordinance of The City of Gatesville, Texas amending Chapter 18 "Fee Schedule" of the Code of Ordinances of the City of Gatesville regarding fees related to Texas Department of Criminal Justice, fees related to buildings and building regulations, and repealing Solid Waste Fees and adopting a new Solid Waste Fee Schedule for the City of Gatesville; and providing an Effective Date (1st reading of Ordinance No. 2023-07) (Scott Albert & Mike Halsema)

17. Discussion and possible action regarding an Ordinance of the City of Gatesville, Texas, amending the Fiscal Year 2022-23 budget of the City of Gatesville to allow for adjustments to the General Fund revenues and expenditures of Seven Hundred Thirty Thousand Dollars (\$730,000); and allowing for adjustments to the Airport Fund revenues and expenditures of One Hundred Seventeen Thousand Dollars (\$117,000); declaring a Municipal Purpose; providing a Severability Clause; providing for an Open Meetings Clause; and providing for an Effective Date (3rd & Final Reading of Ordinance No. 2023-06) (Mike Halsema)
18. Discussion and possible action regarding a platting application to subdivide a .97-acre tract of land from the Arocha Survey to be known as the Paskett Addition (Scott Albert)
19. Discussion and possible action regarding a platting application to subdivide a 12.00-acre tract of land from the William Suggett Survey to be known as the Berry Estates (Scott Albert)
20. City Managers Report: Capital Projects and Future Agenda Topics
21. Adjourn Meeting

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

The wording on Agenda Items #13 and #15 regarding the Public Hearing and Ordinance 2023-08 was amended November 9, 2023 at 6:00 p.m. on the previously posted agenda for the regular City Council Meeting scheduled on Tuesday, November 14, 2023.

I hereby certify that the amended agenda was posted for the required 72 continuous hours preceding the scheduled time of said meeting.


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
OCTOBER 24, 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 REGULAR CITY COUNCIL MEETING AT 5:35 P.M. THIS 24TH DAY OF OCTOBER, 2023

2) QUORUM CHECK/COUNCIL PRESENT: Mayor Gary Chumley, Councilmembers Barbara Burrow, Greg Casey, John Westbrook, Meredith Rainer, and Joe Patterson

REGRETS: Councilmember Claude Williams

CITY STAFF PRESENT: City Manager Scott L. Albert, City Secretary Wendy Cole, Finance/HR Director Mike Halsema, Wastewater Treatment Plant Supervisor Robert (Bobby) Buster, Water Production Plant Supervisor Zeb Veazey, Special Events Coordinator Cheri Shepherd, and Police Chief Brad Hunt

OTHERS: Leo Corona, Lauren Morrell, Michael Clough, Eric Engelskirchen, David Sloan, Anne Hoskins, Kira Iles, Liz Grindstaff, Rowdy Dailey, and Gatesville Messenger Staff Writer, Kaylee Dusang

3) INVOCATION: Councilmember Westbrook/ PLEDGE OF ALLEGIANCE: Led by Mayor Chumley

4) CITIZENS/PUBLIC COMMENTS FORUM: PERSONS WHO DESIRE TO ADDRESS THE CITY OF GATESVILLE CITY COUNCIL WILL BE RECEIVED AT THIS TIME. IF A PERSON WISHES TO COMMENT ON A PARTICULAR AGENDA ITEM, THEN THE SPEAKER SHOULD INDICATE SUCH ITEM(S) ON THE SIGN IN SHEET PRIOR TO THE MEETING. PUBLIC COMMENT IS LIMITED TO 3 MINUTES PER SPEAKER. SPEAKERS MUST CONDUCT THEMSELVES IN A CIVIL MANNER. IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, THE CITY OF GATESVILLE CITY COUNCIL CANNOT DELIBERATE OR ACT ON ITEMS NOT LISTED ON THE MEETING AGENDA.

Leo Corona of 409 State School Road spoke to the Council regarding two subjects. The first topic was concerning the Retail Coach firm that was approved by the Council about three (3) months ago for \$35,000.00. Mr. Corona said that he checked with the Gatesville Chamber of Commerce and they have not been contacted by the Retail Coach as was indicated at the meeting. No other local businesses, that Mr. Corona was aware of, had been contacted either and thinks this needs to be looked into.

The second topic Mr. Corona spoke of concerned the closed session that the Council was about to recess into. Mr. Corona said that a proposed change of the zoning ordinance needs to be done during an open meeting per State of Texas rules and regulations.

5) 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)

Councilmember Rainer requested that Resolution 2023-127 be pulled from the Consent Agenda for discussion.

REGULAR CITY COUNCIL MEETING
OCTOBER 24, 2023
PAGE 2

Mayor Chumley pulled Resolution 2023-127 from the Consent Agenda for discussion and asked for a motion regarding Resolutions 2023-125, 2023-126, and 2023-128:

RESOLUTION 2023-125: Approval of Minutes from the Regular City Council Meeting held on October 10, 2023.

RESOLUTION 2023-126: Discussion and potential action regarding a Resolution establishing fees for food and merchandise vendors at the April 6-7, 2024 "Block Out the Sun Party" Eclipse Festival and establishing an effective date.

RESOLUTION 2023-128: Fourth Quarter FY 22-23 Investment Report.

Motion by John Westbrook, seconded by Barbara Burrow, to approve Resolution 2023-125, Resolution 2023-126, and Resolution 2023-128 on the Consent Agenda; all five voting "Aye", motion passed.

RESOLUTION 2023-127: Councilmember Rainer asked for clarification regarding a section of the agreement with Texas Department of Transportation (TxDOT) for landscape maintenance around the Governors Community Achievement Awards monument: "The city will need to consider incorporating landscape lighting and a statue on the concrete circular pad."

City Manager Albert said that in initial discussions with TxDOT it was indicated that there would be some lighting. TxDOT will not install the lighting but have incorporated conduit into the project if the city would wish to install lighting in the future. There was discussion of putting a statue on the circular concrete pad at the front of the monument but no decision was made at that time.

Councilmember Burrow said that Keep Gatesville Beautiful has been following this project and have had discussions on the possibilities of some type of art work to be placed on the concrete pad.

Motion by Meredith Rainer, seconded by Greg Casey, to approve Resolution 2023-127 regarding the TxDOT Landscape Maintenance Agreement for the newly constructed landscape elements at Business 36 and State Highway 36; all five voting "Aye", motion passed.

6) MAYOR CHUMLEY STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, WILL CONVENE IN A CLOSED MEETING ON THIS 24TH DAY OF OCTOBER, 2023 BEGINNING AT 5:44 P.M. AND ANNOUNCED THE SUBJECT TO BE DISCUSSED:

THIS CLOSED MEETING IS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 551.071- CONSULTATION WITH ATTORNEY- REGARDING CONFIDENTIAL MATTERS IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CONFLICTS WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE

A. Discussion regarding amendments to the City's zoning ordinance

7) MAYOR CHUMLEY RECONVENED THE OPEN MEETING AND STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, ENDED ITS CLOSED MEETING AT 6:15 P.M. ON THIS 24TH DAY OF OCTOBER, 2023

8) DISCUSSION AND POSSIBLE ACTION RESULTING FROM DISCUSSION DELIBERATED IN EXECUTIVE SESSION

There was no action as a result of the closed session.

9) DISCUSSION AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICE AGREEMENT WITH FREESE & NICHOLS INC. FOR EVALUATING CITY WATER PRODUCTION FACILITIES THAT WILL INCLUDE, DEVELOPING A LIST OF RECOMMENDED IMPROVEMENTS, ASSOCIATED CAPITAL COSTS FOR THOSE IMPROVEMENTS, AND RECOMMENDED TIMING OF THE IMPROVEMENTS. (SCOTT ALBERT)

City Manager Scott Albert reminded the Council that during the Fiscal Year 2024 budget process there was discussion of numerous concerns regarding the city water production facilities and the significant issues that needed to be addressed. In response to these concerns, the City Council allocated funds in the FY 24 capital improvement budget to assess the condition of the water production facilities and create a water improvement plan. Over the past three months, city staff has collaborated with Freese & Nichols, Inc (FNI) to develop a scope of work to create a water improvement plan that will;

1. Evaluate the condition of our water production facilities.
2. Prepare a list of recommended improvements.
3. Estimate capital costs for the improvements.
4. Suggest the timing of the improvements.

The FNI Professional Services Agreement was included in the read ahead book and City Manager Albert pointed out that the FNI agreement came in about \$130,000.00 less than the budgeted amount.

FNI will perform a risk-based assessment of the water production facilities and when completed, the water improvement plan will serve the following purposes:

1. Aid the city with allocating budgetary resources or securing financing for water system improvements based on priority.
2. Lay the groundwork for preparing a water master plan, which will benefit both regional customers and the city of Gatesville. A new water master plan will replace the outdated and aging 2007 regional water master plan.
3. The plan will be instrumental in devising new water rates for our wholesale customers and developing new regional water contracts.

Ann Hoskins, Texas professional engineer & Principal of Freese & Nichols Inc., presented a Power Point overview of the FNI firm and introduction of their services. FNI was established in 1894 conducting civil work and are a full-service, multidiscipline firm, with 85% of work coming from repeat clients which includes many municipalities.

Municipal services relevant to Gatesville's needs are Architecture, Asset Management, Facilities Planning & Condition Assessments, Funding Services, Mechanical, Electrical & Plumbing Engineering, Stormwater Management & Design, Urban Planning & Design, Water/Wastewater Master Planning, and Design Services associated with Water/Wastewater facilities.

There was a brief discussion regarding the timeline to receive the feedback (5-6 months) and also Mr. Albert's experience with working with FNI in previous cities. Mr. Albert said that he had worked with FNI several times and reported that FNI always had quality staff, performed quality work, and that he never had any issues with them.

RESOLUTION 2023-129: Motion by Barbara Burrow, seconded by Greg Casey, to approve the professional services agreement with Freese & Nichols to assess the city's water facilities; all five voting "Aye", motion passed.

10) DISCUSSION AND POSSIBLE ACTION REGARDING A CONTRACT WITH PRYCKER CONSULTING TO CONDUCT STRATEGIC PLANNING SERVICES FOR THE CORYELL COUNTY MUSEUM AND HISTORICAL CENTER (SCOTT ALBERT)

City Manager Scott Albert stated that for the past three months, city staff had been engaging in discussions with the Board Members of the Coryell County Museum (CCM) regarding its future. During

these conversations, several CCM Board members expressed the belief that, for the museum to remain relevant in the future and to remain an asset to the community and county, it would be necessary to develop a strategic plan outlining its vision, mission, and goals. In the early stages of the discussions with the CCM Board, Mr. Albert said that he offered on behalf of the city to fund the plan and help in locating a consultant to aid the CCM in preparing this strategic plan to help the Museum move forward.

The CCM Board members met with the city proposed consultant and they were pleased with the city's selection of Prycer Consulting.

City staff envisions the museum as one of several components that will eventually generate significant foot traffic downtown, thereby benefiting local retail businesses in the future. The charges for Ms. Prycer's services amount to \$4,500, in addition to associated expenses of site visit mileage and overnight stays. There was discussion on the funding source of this project which would come from Hotel Occupancy Tax funds.

Resident Leo Corona (of 409 State School Road) spoke to the Council and said that even though this consulting service is specific to the museum he thought it might be within reason to extend an invitation to other nonprofit organizations to attend training with the understanding that this is primarily for the museum and that the information being given to the museum may be beneficial to their nonprofit organization in certain areas or a one day educational workshop for all nonprofit organizations added to the contract.

RESOLUTION 2023-130: Motion by Meredith Rainer, seconded by John Westbrook, to approve the contract with Prycer Consulting to conduct Strategic Planning Services for the Coryell County Museum and Historical Center which will be funded through Hotel Occupancy Tax funds; all five voting "Aye", motion passed.

11) DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT BETWEEN THE CITY OF GATESVILLE AND MATOUS CONSTRUCTION FOR IMPROVEMENTS TO THE STILLHOUSE WASTEWATER TREATMENT PLANT (SCOTT ALBERT)

City Manager Albert said that the City Council will need to consider approving an agreement with Matous Construction for improvements to the Stillhouse Wastewater Treatment Plant (WWTP), totaling \$7,203,000.00. However, **this agreement and the scope of work are separate from any improvements required for the expansion of the Stillhouse WWTP.**

On March 26, 2019, the City Council granted approval for the issuance of \$10,000,000 in Utility System Revenue Bonds, **specifically designated for the expansion** of the Stillhouse Wastewater Treatment Plant. Budget numbers were recently updated by Mike Halsema and Mike Clough (Walker Partners Engineer) as the construction bids came in higher than expected. The total available funds for construction amount to \$7,740,856, resulting in an extra of \$537,856 (7,740,856 avail funds – 7,203,000 contract amount) for potential incidentals during the construction process.

As the bids exceeded the available funds significantly, our staff requested a meeting with Matous to negotiate a revised scope of work. It is essential to note that the scope of work presented does not include any expansion components for the Stillhouse WWTP. It was decided that the project could be done in phases which would still satisfy Texas Water Development Board (TWDB) and Texas Commission of Environmental Quality requirements.

The Stillhouse permit has been approved so the City and Council still has five (5) years to plan for expansion.

In the future, the city will need to consider a second phase of construction at the Stillhouse WWTP, which will incorporate the expansion components. However, before proceeding with Phase II, it is necessary to renegotiate the TDCJ (Texas Department of Criminal Justice) contribution towards improvements at the Stillhouse WWTP.

The duration of the first phase should be eighteen (18) months- usually to begin within one (1) month after the city receives the "Notice to Proceed" from TWDB. There was discussion with WP Engineer, Mike Clough, regarding the bonds and that it would not limit improvements or expansion plans, the revised scope of work and the fact that the capacity of water treated at the WWTP has been decreasing somewhat. Part of the decrease is due to TDCJ decreasing usage through a conservation plan and that the City fixed several manholes.

RESOLUTION 2023-131: Motion by Barbara Burrow, seconded by Greg Casey, to approve the agreement between the City of Gatesville and Matous Construction for improvements to the Stillhouse Waste Water Treatment Plant; all five voting "Aye", motion passed.

12) DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO SEEK REQUEST FOR QUALIFICATIONS (RFQs) FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO A NEW POLICE FACILITY (BRAD HUNT)

Police Chief Brad Hunt said that as part of the Capital Improvement Plan new police facilities were included in the discussion and plan. The Gatesville Police Department is evaluating two potential locations to construct a new police facility. One option entails the construction of an entirely new facility at the old Rotunda property on Osage Road, while the other involves renovating and expanding the existing facility on North 8th Street.

Staff is seeking to initiate the process of requesting qualifications from qualified firms providing Architectural and Engineering services. These services are crucial for conducting a comprehensive site analysis, performing a needs assessment, creating a *concept* drawing, and providing approximate construction cost estimates. This data would be presented to the city council to consider the best approach for a future police department facility.

The current Police Department building was built in 1960 with the PD occupying the building in 1997. As the PD grows, space has become increasingly too small and crowded. The Rotunda property is 3.1 acres which would allow much more space and be much closer to the schools and Boys & Girls Club. The current PD property is 3/4 acre and expanding would be a challenge as well as parking being an issue.

Following a discussion regarding PD operations if affected by construction, cost analysis, funding sources, and the planning process, Mayor Chumley asked for a motion.

Councilmember Rainer departed the meeting at 7:05 and quorum was maintained.

RESOLUTION 2023-132: Motion by Joe Patterson, seconded by John Westbrook, to authorize staff to seek Request for Qualifications for Architectural and Engineering Services related to a new police facility; all four voting "Aye", motion passed.

13) ADJOURN MEETING AT 7:11 P.M. THIS 24TH DAY OF OCTOBER, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary M. Chumley
Mayor



Consent Agenda: Resolution 2023-134

CITY COUNCIL MEMORANDUM

Date: November 14, 2023
To: Mayor & City Council
From: Scott L. Albert, City Manager

Agenda Item: Change Order No. 1 for the Water Treatment Plant No.2 Clarifier. Project No. 2-01650.

Information:

Tonight, the City Council will consider approving Change Order No. 1 to the contract with B-5 Construction for the rehabilitation of Clarifier No. 2 at the Water Treatment Plant. This change order request has been made by B-5 Construction to increase the contract amount for the project from \$383,722.00 to \$392,519.00, resulting in an increase of \$8,797.00.

On March 28th, a contract was awarded to B-5 Construction to address the rehabilitation needs of Clarifier No. 2, which is currently thirty-eight years old and experiencing issues with several steel components. The clarifier plays a vital role in the removal of solids from our treated water, making these improvements crucial for maintaining a clean water source for our customers.

The initial contract awarded to B-5 Construction was valued at \$383,722.00. A significant portion of the rehabilitation costs for Clarifier No. 2 is covered by a Community Block Grant, with the city contributing a match. Our FY 24 budget has allocated \$452,931 for this project, which will be funded through the CDBG Grant and current utility revenues.

On October 25th, B-5 Construction reported erosion concerns on the Clarifier to Walker Partners, affecting specific structural members and components that were not initially included in the bid. Unfortunately, this issue became apparent when B-5 Construction began removing the center section of the clarifier, revealing erosion well below the water line, which was not visible during the initial project scope assessment. Following a thorough review of these structural challenges, Walker Partners determined that including the replacement of these members and components in the rehabilitation project was necessary. This understanding has led to the submission of Change Order No. 1 for consideration by the City Council tonight. The total additional cost for this work amounts to \$18,797.00; however, we have allocated \$10,000 from our contingency allowance in the bid to offset these additional expenses, leaving \$8,797.00 required to proceed with Change Order No. 1.

Description	Amount
New Construction Contract Amount includes Change Order No. 1	392,519.99
Grant Admin Costs	35,000.00
Engineering Costs – Walker Partners	34,150.00
REVISED PROJECT COSTS	461,669.00
Minus FY 23 Payments to Langford Grant Consultant	- 5,000.00
Minus FY 23 Payments to Walker Partners Engineering	- 20,800.00
REMAINING PROJECT COSTS	435,869.00
Available funds in the FY 24 budget for completing improvements to Clarifier No. 2.	452,931.00
Surplus of Funds	17,062.00

Financial Impact:

The FY 24 budget includes \$452,931 for the Clarifier No. 2 project. If no further change orders are necessary following the approval of Change Order No. 1, there will be a surplus of \$17,062.00 in the project's budget by the end of the fiscal year.

Staff Recommendation:

The staff recommends that the City Council approve Change Order No. 1 for the B-5 Construction contract, which pertains to the rehabilitation of Clarifier No. 2. This change order will result in an increase in the contract total to \$392,519.00.

Motion:

I move to approve Change Order No. 1, which increases the B-5 Construction contract amount to \$392,519.00.

Attachments:

Change Order No 1.

Change Order

No. 1

Date of Issuance: October 24, 2023 Effective Date: October 24, 2023

Project: Regional Water Supply Clarifier No. 2 Rehabilitation	Owner: City of Gatesville	Owner's Contract No.:
Contract: City of Gatesville – Regional Water Supply Clarifier No. 2 Rehabilitation		Date of Contract: May 3, 2023
Contractor: B-5 Construction Co., Inc.		Engineer's Project No.: 2-01650

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Total additional cost as per attached Schedule of Values = \$18,797.00.

The bid items under General Conditions included a contingency allowance of \$10,000.00. As per the grant consultant, Langford Community Services, the Texas Department of Agriculture does not allow a contingency amount as a bid item. This Change Order No. 1 will therefore delete the Item – Contingency Allowance of \$10,000.0 from the original contract amount resulting in the Original Contract Price being \$373,722.00. This Change Order No. 1 will then include the additional items identified in the schedule of values for the Request for Change Order of \$18,797.00

Attachments: (List documents supporting change):

Itemized Schedule of Values for additional structural members and components to be added for the structural rehabilitation of Clarifier No. 2.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 383,722.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>260</u> Ready for final payment (days or date): <u>270</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: \$ 383,722.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>260</u> Ready for final payment (days or date): <u>270</u>
[Increase] of this Change Order: \$ 8,797.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>7</u> Ready for final payment (days or date): <u>7</u>
Contract Price incorporating this Change Order: \$ 392,519.00	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>267</u> Ready for final payment (days or date): <u>277</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: <u>11/7/2023</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	



Project Name: City of Gatesville- Regional Water Supply Clarifier No.2 Rehabilitation	Walker Partners LLC
Engineer Address: 2100 Trimmer Road Suite 102 Killeen, Texas 76541	B-5 Project No.: 2023-512
	Date of Issuance: May 3 2023
Project Contractor and Address:	Date of Contract:
B-5 Construction Company 30355 Old Hockley Road Magnolia, Texas 77355	Contract Period: 270

Change Order No. 01

It is agreed to modify the Contract referred to above as follows:

Item #	Description Of Changes	Change in Contract Price		Change in Contract Time
		Unit Price	Total Price	
	Remove and Replace 4 Support Brackets from Bridge to Flocculation Cone and 4 Support Brackets from Bridge to Stilling Well	\$473.00	\$7568.00	2
	Remove and replace 4 Boxes that Measure 11'.5" x 27'.5" x 48" in Stilling Well	\$1283.75	\$5135.00	2
	Remove and Replace 4 Support Rods from Flocculation Cone to Wall. Support Rods to be Painted steel in Lieu of Stainless Steel per your conversation	\$687.50	\$2750.00	2
	Remove and Replace 8 angle Iron Supports in Center Structure of Stilling Well.	\$418.00	\$3344.00	1
Difference Net =			\$18,797.00	7

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order:	\$383,781.00 \$383,722.00	Contract Time prior to this Change Order	270
Net Increase (decrease) of this Change Order:	<u>\$18,797.00</u>	Net Increase (decrease) of this Change Order	7
Revised Contract Price with all approved Change Orders:	\$402,578.00 \$392,519.00	Revised Contract Time with all approved Change Orders	277

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

Accepted for Contractor by: John Waters, (B-5 CONST.)

Date: 10/20/2023

Recommended for Approval by (Walker Partners)

Date:

Approved for Owner by:

Attest:

Date:

Distribution: Contractor _____ File _____ Field _____ Owner _____ Other _____

B-5 CONSTRUCTION COMPANY, INC.



Other Business: Agenda Item # 7

CITY COUNCIL MEMORANDUM

Date: November 14, 2023

To: Mayor & City Council

From: Wendy Cole, City Secretary

Agenda Item: Discussion and possible action regarding the November 7, 2023 Election

Information: The period for this year's official canvass is November 10th to November 20th. Staff will not receive the official cumulative report until Monday November 13th and will provide to the Council at Tuesday's meeting.

Financial Impact: N/A

Staff Recommendation: Canvass Votes, Declare Election Results, Administer the Oath of Office to newly elected Council Members, and Issue Certificates of Election.

Motion: I make the motion to approve the canvassed votes regarding the election of the Council Members and declare the results final.

Attachments: None

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



Other Business: Agenda Item # 9

CITY COUNCIL MEMORANDUM

Date: November 14, 2023

To: Mayor & City Council

From: Wendy Cole, City Secretary

Agenda Item: Discussion and possible action to appoint a Mayor Pro-Tem

Information: Once a year after the city council election a new Mayor Pro-Tem is appointed by the council. The newly appointed Mayor Pro-Tem’s term will last until the next election the following November.

The Mayor Pro-Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor.

In the event that the Mayor Pro-Tem is leading the Council meeting in the Mayor’s absence, he or she will be able to vote on agenda items as they are only the presiding officer of the meeting.

Financial Impact: N/A

Staff Recommendation: Approve the appointment of a Mayor Pro-Tem.

Motion: “ I make the motion to appoint _____ as the Mayor Pro-Tem for the City of Gatesville.”

Attachments: None

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



Agenda Item #13 Public Hearing

CITY COUNCIL MEMORANDUM

Date: November 14, 2023
To: Mayor & City Council
From: Scott L. Albert, City Manager

Agenda Item: Public Hearing regarding the proposed voluntary annexation of 135.03 acres.

Information:

On October 10, 2023, the City Council approved a resolution accepting a voluntary annexation petition from Krista Moreland, seeking to annex approximately 135 acres of land located along the borders of Old Pidcoke Road and F.M. Hwy 116.

This evening, the City Council will conduct a public hearing regarding the Moreland voluntary annexation, as mandated by Section 43.0673 of the Texas Local Government Code. This section requires a city to hold one public hearing before adopting an ordinance to annex land into its corporate limits.

Financial Impact:

N/A

Staff Recommendation:

The staff recommends that the City Council commence the public hearing and solicit public comments concerning the voluntary annexation of 135.03 acres.

Motion:

I move to open the public hearing.

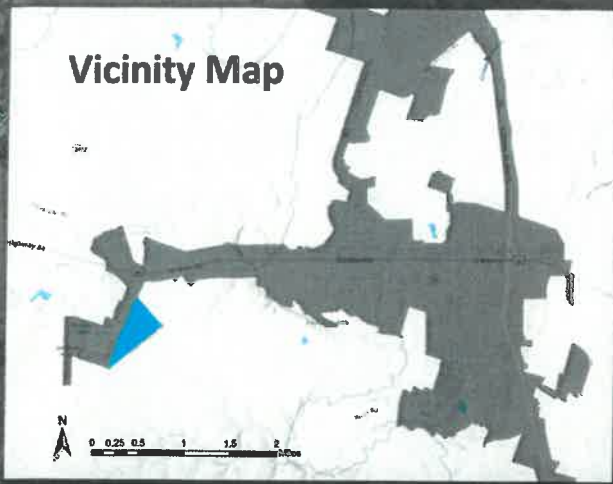
Attachments:

An aerial image displaying the boundaries of the 135 acres.

Staff Contacts:

Scott Albert, City Manager – salbert@gatesvilletx.com

Vicinity Map



Moreland Annexation

Legend

- Parcels
- Current City Limits

0 50 100 200 300 400 Yards



Agenda Item #15:

CITY COUNCIL MEMORANDUM

Date: November 14, 2023
To: Mayor & City Council
From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding Ordinance No. 2023-08 annexing 135 ± acres and the abutting County Road (Old Pidcoke Rd) into the corporate limits of Gatesville.

Information:

On October 10, 2023, the City Council approved Resolution No. 2023-121, accepting a voluntary annexation petition from Krista Moreland to annex approximately 135 acres of land bordered by Old Pidcoke Road and F.M. Hwy 116. The resolution also scheduled a public hearing for the annexation on November 14, 2023, at 5:30 p.m. The city is obligated by Section 43.0673 of the Texas Local Government Code to hold one public hearing before adopting an ordinance to annex land into its corporate limits.

This evening, the City Council will conduct the first reading of the annexation ordinance, which will incorporate the Moreland property of approximately 135.03 acres and the adjacent county road into the city limits of Gatesville. The city is required to conduct two additional readings after tonight's reading of the ordinance before the council can formally adopt the annexation ordinance. Staff respectfully request that we expedite the annexation process and call two special council meetings within the next two weeks to complete the annexation. Staff recommends two options for holding the special called meetings:

- Option #1: November 20 and 21.
- Option #2: November 27 and 28.

Please be prepared on Tuesday evening to discuss your availability for the special called meeting dates listed above.

Financial Impact:

Minimal property tax will be collected since the land will be zoned agriculture.

Staff Recommendation:

The staff recommends that the City Council preform the first reading of the annexation Ordinance No. 2023-08 incorporating roughly 135.03 acres and the adjacent road into the city limits.

Motion:

I move to conduct the first reading of the annexation Ordinance No. 2023-08.

Attachments:

- Annexation Ordinance NO. 2023-8 which includes;
 - Legal description of the property.
 - Depiction/image of the property.
- Signed voluntary annexation petition from Krista Moreland.

CITY OF GATESVILLE, TEXAS

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF GATESVILLE, TEXAS, 135.03± ACRES SITUATED IN THE WILLIAM SUGGETT SURVEY, ABSTRACT NO. 912, CORYELL COUNTY, TEXAS, DESCRIBED IN EXHIBIT “A” HERETO AS WELL AS, BY OPERATION OF STATE LAW, THE PORTION OF THE ABUTTING COUNTY ROAD OLD PIDCOKE (INCLUDING THE RIGHT-OF-WAY ON EITHER SIDE THEREOF); EXTENDING THE BOUNDARY LIMITS OF THE CITY SO TO INCLUDE WITHIN THE CITY’S LIMITS SAID ANNEXED PROPERTY AND ABUTTING COUNTY ROAD; GRANTING ALL INHABITANTS AND OWNERS OF THE ANNEXED PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; BINDING THE INHABITANTS OF THE ANNEXED PROPERTY BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE ANNEXED PROPERTY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this ordinance pertains to the hereinafter described territory being a 135.03± acres situated in the William Suggett Survey, Abstract No. 912, Coryell County, Texas, more fully described by metes and bounds and depicted in Exhibit “A” attached hereto and incorporated herein by reference (the “Annexed Property”); and

WHEREAS, the City Council of the City of Gatesville (“City Council”) has been presented with a petition by the record owners of the Annexed Property requesting Annexation of the Annexed Property into the corporate limits of the City of Gatesville, Texas (“the City”); and

WHEREAS, the City Council has given the requisite notices and conducted the public hearing required by Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council desires to adopt a service plan as required by Section 43.056 of the Texas Local Government Code for the Annexed Property, which is attached hereto as Exhibit “B” (the “Service Plan”) and incorporated herein for all purposes; and

WHEREAS, the City Council finds that the Annexed Property lies within the City’s exclusive extraterritorial jurisdiction and is contiguous to the City’s existing corporate boundaries; and

WHEREAS, the requirements for Annexation of the Annexed Property are as stated in Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Gatesville has concluded that the Annexed Property should be annexed to and made a part of the City; and

WHEREAS, pursuant to Texas Local Government Code section 43.106, that portion of County Road Old Pidcoke abutting the Annexed Property, including the right-of-way on either side of said County Road, is included in this annexation by operation of law.

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

SECTION 1. The recitals set forth above and found to be true and correct and are adopted and incorporated herein by this reference.

SECTION 2. The Annexed Property is hereby annexed and added to the City's corporate limits, and the City's boundary limits shall be and are hereby extended to include the Annexed Property, The Annexed Property shall be and is hereafter subject to all the acts, ordinances, resolutions and regulations of the City. The inhabitants of the Annexed Property shall hereafter be entitled to all rights and privileges of other citizens of the City, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. The Service Plan is approved and adopted by the City Council.

SECTION 4. Pursuant to Texas Local Government Code section 43.106, that portion of County Road Old Pidcoke abutting the Annexed Property, including the right-of-way on either side of said County Road, is hereby added to the City's corporate limits and the City's boundary limits shall be and are hereby extended to include the same.

SECTION 5. All provisions of the ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE,
TEXAS ON THIS THE ____ DAY OF _____ 2023.**

APPROVED:

Gary Chumley, Mayor

ATTEST:

Wendy Cole, City Secretary

APPROVED AS TO FORM:



Victoria W. Thomas, Special Counsel
4868-3553-1919, v. 1

EXHIBIT "A"
Description and Depiction of Annexed Property

Maples & Associates, Inc.

www.maplesinc.com • P.O. Box 883 • Lampasas, Texas 78550 • (512) 556-2078 • (512) 556-0500 fax • Firm No. 10097700

Being 135.03 acres of the William Suggett Survey, Abst. No. 912 in Coryell County, Texas, and being part of a 156.2 acre tract of land described in a deed from Rebecca Berry to Krista Ann Moreland, dated June 14, 2021, recorded as Doc. No. 339484 of the Official Public Records of Coryell County, Texas; said 135.03 acres being more particularly described as follows;

BEGINNING at a 5/8 inch iron pin with cap marked "RPLS 4327" found at a fence corner on the northwest line of Old Pidcoke Road for the occupied east corner of said 156.2 acre tract and the south corner of a five acre tract of land described in a deed to Troy Chasteen, et al, recorded as Doc. No. 174773 of said official public records;

THENCE with the fenced northwest line of said Old Pidcoke Road as follows;

South 50° 05' 29" West, 736.15 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

South 49° 54' 59" West, 1382.11 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

South 49° 47' 30" West, 1751.37 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set at a fence corner on the north line of Airport Road;

THENCE North 73° 11' 29" West, with the fenced north line of said Airport Road, 254.31 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set on the east right of way line of F.M. Hwy. 116;

THENCE with the east right of way line of said F.M. Hwy. 116 as follows;

North 16° 25' 50" East, 2271.14 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

North 15° 16' 50" East, 425.10 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

910.37 feet clockwise along the arc of a circular curve with a radius of 5669.58 feet (long chord = North 19° 52' 50" East, 909.39 feet) to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

North 24° 28' 50" East, 986.37 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set on the northeast line of said 156.2 acre tract for the west corner of a 1.5 acre tract of land described in a deed to Donna Faye Gummelt, recorded as Doc. No. 194712 of said official public records;

THENCE South 42° 03' 23" East, with the northeast line of said 156.2 acre tract, with the southwest line of said 1.5 acre tract, and along the general course of a fence, 457.20 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set; for the south corner of said 1.5 acre tract and the west corner of an 80 acre tract of land described in a deed to Brenda Joyce Marwitz, as recorded in Vol. 568, Page 80 of said official public records;

THENCE South 41° 57' 52" East, with the northeast line of said 156.2 acre tract, with the southwest line of said 80 acre tract, and along the general course of a fence, 1216.91 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set for the south corner of said 80 acre tract and the west corner of said five acre tract;

THENCE South 42° 01' 24" East, with the northeast line of said 156.2 acre tract, with the southwest line of said 80 acre tract, and along the general course of a fence, 912.29 feet to the PLACE OF BEGINNING, as surveyed on the ground on September 7, 2023, by MAPLES & ASSOCIATES, INC., and as shown on an accompanying plat of even survey date herewith.



Paul W. Maples, RPLS
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BOUNDARY SURVEY

Being 135.03 acres of the Wilkes Suggert Survey, Abst. No. 912 in Coryell County, Texas, and being part of a 165.2 acre tract of land described in a deed from Rebecca Barry to Olfar Ahn Monfeldt, dated June 14, 2021, recorded as Doc. No. 335484 of the Official Public Records of Coryell County, Texas.

A legal description of even survey data herewith of the tract shown hereon accompanies this plat. Surveyed on the ground on September 7, 2023.



Paul W. Maples

Paul W. Maples, RPLS
 62224 1/2 rights reserved.
 Job No. 250031

LEGEND

- 1/2" Iron Pin Set with cap marked with "PWS" or "PWS 1/2"
- 5/8" Iron Pin Set with "PWS" or "PWS 1/2"
- 1" Iron Pin Set with "PWS" or "PWS 1/2"
- Wire Fence
- Record Color

Scale: 0, 200', 400'

North Arrow

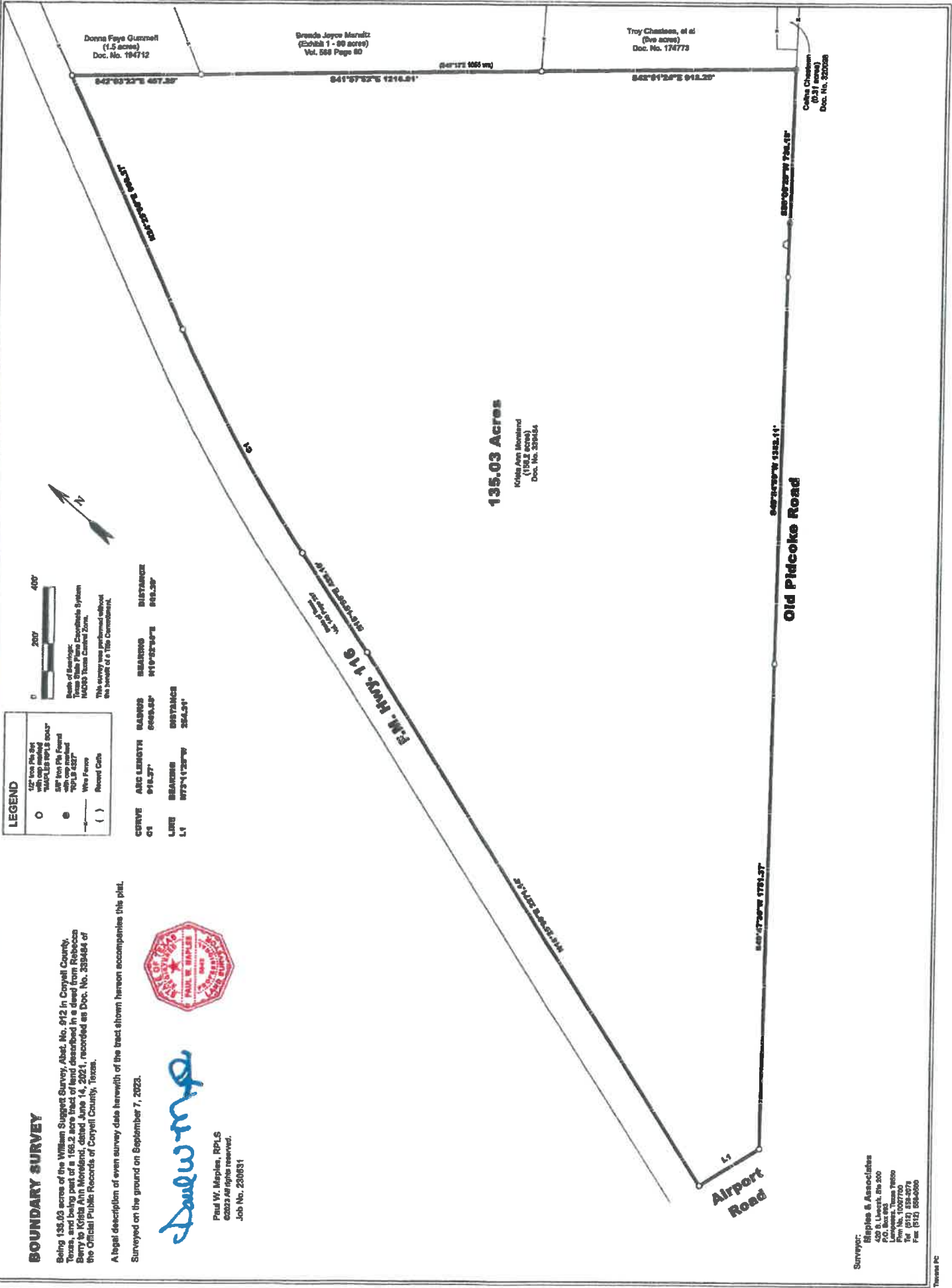
Backs of Bearings: Texas State Plane Coordinate System NAD83 Texas Central Zone.

This survey was performed without the benefit of a Title Commitment.

CURVE	ARC LENGTH	BEARING	DISTANCE
C1	916.37'	N19°23'40"E	866.39'

LINE	BEARING	DISTANCE
L1	S75°41'20"W	356.51'

135.03 Acres
 Kripka Ann Monfeldt
 (135.03 acres)
 Doc. No. 335484



Surveyor:
 Maples & Associates
 420 S. Liveoak, Ste 200
 P.O. Box 1000
 Lewisville, Texas 76040
 Phone No. 10027700
 Tel. (817) 338-5078
 Fax: (817) 338-6000

Vicinity Map

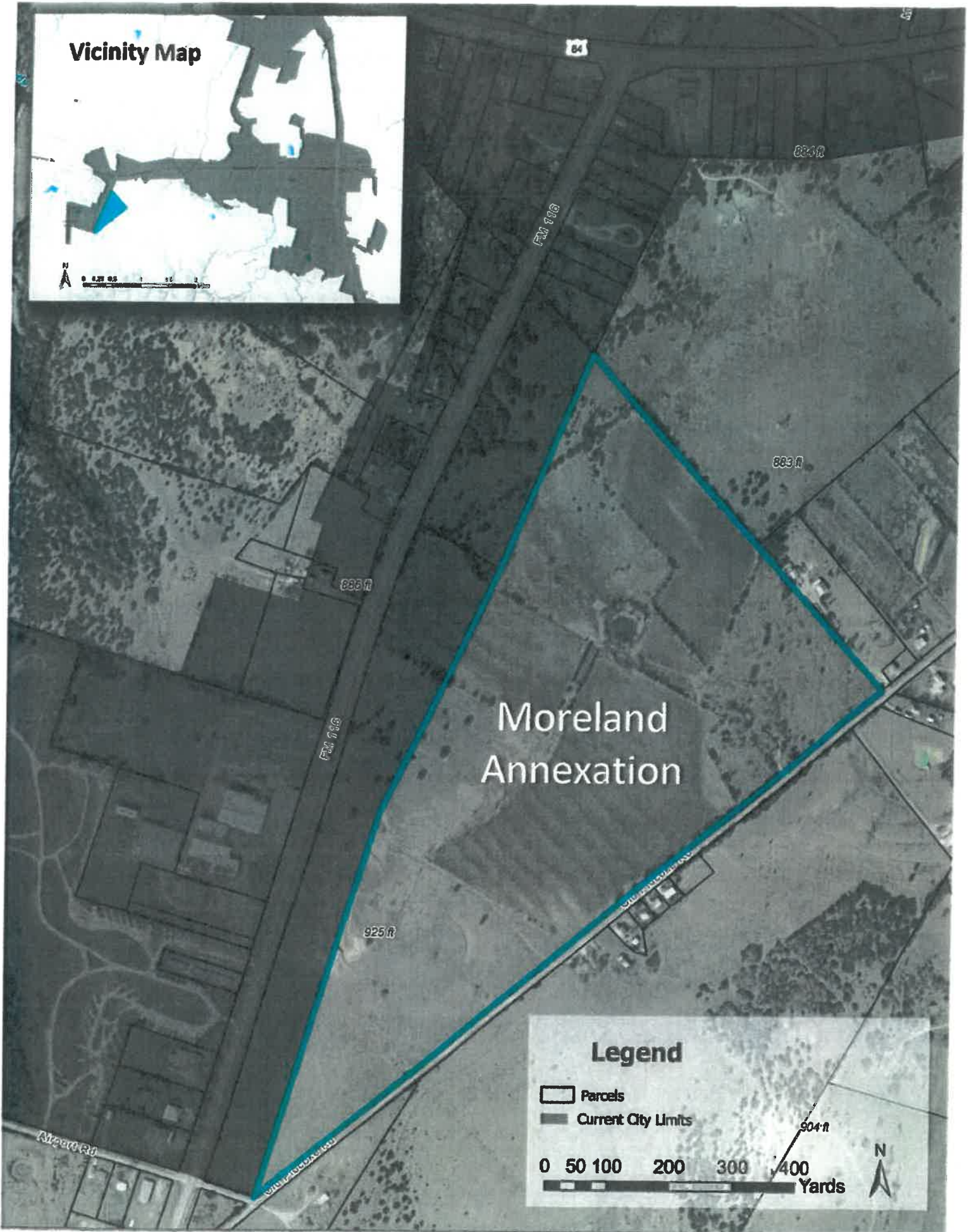
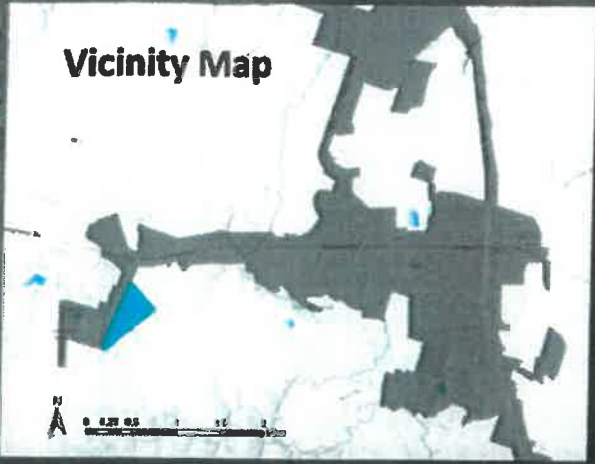


EXHIBIT "B"
City of Gatesville
Service Plan for Voluntary Annexation – 135.03± Acre Tract

4868-3553-1919, v. 1

EXHIBIT "C"
ANNEXATION SERVICE PLAN AGREEMENT

2023-08

For land described in Ordinance No. _____, effective on the date of annexation, the following services are to be provided as set forth below:

1. POLICE PROTECTION

The City of Gatesville, Texas will provide police protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Gatesville, Texas, with similar topography, land use and population within the newly annexed area.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Gatesville, Texas will provide fire protection and ambulance service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Gatesville, Texas, with similar topography, land use and population with the City.

3. SOLID WASTE COLLECTION AND RECYCLING PROGRAM

At the present time the City of Gatesville, Texas, is using a designated, specified contractor for collection of solid waste and refuse and a recycling program within the city limits of the City of Gatesville, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection and recycling program will be provided to citizens in the newly annexed area to the extent that the City's contractor has access to the area to be serviced. Also, periodic community wide roll-off disposal of hazardous household waste will be available.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water or waste water facilities owned or maintained by the City of Gatesville, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Gatesville, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Gatesville, Texas, to the extent of its ownership.

5. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the City of Gatesville, Texas, or which are owned by the City of Gatesville, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Gatesville, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Gatesville, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of Gatesville, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City of Gatesville, Texas.

7. MAINTENANCE OF MUNICIPALLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Gatesville, Texas, is not aware of the existence of any municipally owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such municipally owned facility, building or municipal service does exist and are public facilities, the City of Gatesville, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Gatesville, Texas.

8. CAPITAL IMPROVEMENTS

A. GENERAL

The City provides water and wastewater treatment facilities and major distribution and collection facilities to areas within the City for which the City is authorized to provide such services (this does not include areas for which a certificate of convenience and necessity has been issued to a special district or other water provider). The City does not extend water distribution or wastewater collection mains at its own cost to new developments as part of its municipal services; instead, property owners are expected to bear such costs. Water and wastewater mains will be extended only on an as needed basis when development applications or subdivision plats that require urban-level supporting services are submitted to the City in accordance with the City's subdivision and development ordinances. Once such developments begin to occur, the City also may adopt capital improvements plans for additional treatment or major distribution or collection facilities to serve the area, while property owners must pay for the mains necessary to serve their land.

B. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City Council of the City of Gatesville, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical services. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Gatesville, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of fire, police and emergency services provided within the corporate limits of the City.

C. WATER FACILITIES

The area to be annexed shall be annexed into the City of Gatesville Certificate of Convenience and Necessity ("CCN") and water will be provided by the City. Capital improvements are not necessary to provide full municipal services for water.

D. WASTEWATER FACILITIES

The City Council of the City of Gatesville, Texas, has determined that, given the current expected development in the next ten (10) years within the area to be annexed, if such development concerning the extension or expansion of wastewater facilities will be in accordance with the City's utility policies as generally set forth in section 8.A. of this Plan, in the City's development regulations, and the service plan. Upon connection to existing mains, sewer will be provided at rates established by the City.

E. ROADS AND STREETS

Within 2 1/2 years, the City of Gatesville, Texas, with a cooperative effort of the City's designated utility company, will undertake to provide the same degree of road and street lighting as is provided in areas of similar topography, land use and population density within the present corporate limits of the City of Gatesville, Texas. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density as the annexed property. The City has determined that there are no current or proposed developments within the area to be annexed that require construction of supporting collector or arterial streets. As development occurs in the future, developers will be required pursuant to the ordinances of the City of Gatesville, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Gatesville, Texas, for street dedication and construction. City participation in capital expenditures will be in accordance with generally applicable city policies. Once urban-level developments begin to occur, the City also may adopt road improvements plans to serve the area, and the service plan may be amended under such circumstances. The City may also plan road improvements that are necessary to serve the area being annexed into the City.

SPECIFIC FINDINGS

The City Council of the City of Gatesville, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

The City Council of the City of Gatesville, Texas further finds that there are areas within city limits with similar characteristics of topography, land utilization and population density that have service levels similar to those proposed in this service plan. Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be

provided in the newly annexed area may differ somewhat from services provided other areas of the City of Gatesville, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Gatesville, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Gatesville, Texas who reside in areas of similar topography, land utilization and population.

APPROVED ON THIS 10th DAY OF October, 2023.

CITY OF GATESVILLE, TEXAS

APPROVED:


GARY CHUMLEY, MAYOR

ATTEST:


WENDY COLE, CITY SECRETARY

APPROVED AS TO FORM:



VICTORIA W. THOMAS, SPECIAL COUNSEL





Agenda Item #16:

CITY COUNCIL MEMORANDUM

Date: November 14, 2023
To: Mayor & City Council
From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding Ordinance No. 2023-07 amending the code of ordinances at Chapter 18, "Fees," by amending section 18-1, "Fee Schedule" with regard to the Texas Department of Criminal Justice, fees related to buildings and building regulations, and repealing Solid Waste Fees and adopting a new Solid Waste Fees.

Information:

Solid Waste Fees- Waste Management:

The solid waste agreement with Waste Management, which was executed in December 2022, includes provisions for an annual CPI (Consumer Price Index) and fuel adjustment. The city recently received notification from Waste Management regarding an impending rate adjustment, which will be reflected in the city's invoicing for February 01, 2024. As per the calculations specified in the agreement, the rates will increase by 4.59%.

For residential cart service, the monthly rate will rise from \$20.61 to \$21.56, while the At Your Door service will increase to \$1.46 per month. When combined, the new total residential service cost will be \$23.02 per month, representing an increase of \$1.01.

Similarly, commercial dumpster rates will also increase by 4.59%."

Residential

	<u>Current</u>	<u>Adjusted</u>	<u>Increase</u>
Cart Service	\$ 20.61	\$ 21.56	\$ 0.95
At Your Door	\$ 1.40	\$ 1.46	\$ 0.06
Total	\$ 22.01	\$ 23.02	\$ 1.01
Additional cart	\$ 5.00	\$ 5.23	\$ 0.23

Attachments:

- November 8, 2023, rate notification letter from Waste Management.
- WM Rate Schedule.
- WM Executed Contract with the City.

Sewer Rates - Texas Department of Criminal Justice:

During the budget process, it was discovered that the sewer rates proposed for TDCJ (Texas Department of Criminal Justice) were inconsistent with the findings of the rate study conducted by Newgen. The recommended rates for TDCJ sewer services are as follows: a base charge of \$389.65 per month and \$3.01 per 1,000 gallons of water used. This represents an approximate 1% increase compared to last year. The City Council needs to agree with aligning the TDCJ rates with the rate structure identified through the NewGen study.

Buildings and Building Regulations – Bureau Veritas Plan Review and Inspection Fees:

On October 10, the City Council approved entering into a professional services agreement with Bureau Veritas (BV) to assist with building inspections and plan review services as needed. The agreement also included a fee schedule for BV services. The council now needs to amend the city's fee schedule to incorporate the BV fees, along with an additional 10% to cover city administrative services in conjunction with the BV costs. The city fee schedule will continue to encompass the current fee structure for building inspections. Therefore, if inspections are conducted by in-house staff, the BV fees will not apply to those inspections.

BV can provide building inspection services on an as-needed basis or manage all of the city's inspection services. BV currently offers building inspection and plan review services to various jurisdictions in the Waco/Austin area. Some of these jurisdictions include Bertram, Balco, Crawford, Corsicana, Dripping Springs, Florence, Hamilton, Harker Heights, Horseshoe Bay, Hutto, Johnson City, Lakeway, Leander, Llano, Llano County, Lorena, Manor, Marble Falls, Marlin, McGregor, McLennan County, Milam County, Pflugerville, Rice, Riesel, Robinson, Rogers, Salado, Teague, Volente, Waco, West, Whitney, Williamson County, and more.

Below is an example illustrating the BV fees compared to the city's current fee schedule:

2,000 sq. f.t New Residential Home Plan Review & Permit:

City's current rates.	\$400.00
Bureau Veritas rates.	\$1,056.00

5,000 sq. f.t Commercial Remodel

City's current rates:	\$1,000.00
Bureau Veritas rates.	\$1,634.00

Attachments:

- Bureau Veritas fee schedule from the agreement the City Council approved.



November 8, 2023

City of Gatesville
110 N. 8th Street
Gatesville, TX 76528

Re: Garbage Collection Agreement / Rate Adjustment

Dear Mr. Albert:

Provided for your notification is the annual CPI/Fuel adjustment as stated in Section 8 MODIFICATION TO RATES, in our solid waste collection agreement. The scheduled annual CPI/Fuel adjustment will be reflected in our invoicing for February 1, 2024.

The CPI U.S City Average for CPI-U Garbage & Trash Collection Services 12-Month Average from October 2021 to September 2022 was 541.14 and the 12-Month Average between October 2022 to September 2023 has increased to 580.07. The 12-month average for EIA Diesel, On Highway Retail, Gulf Coast Region from September 2021 to October 2022 was \$4.36 per gallon and from October 2022 to September 2023 was \$4.11 per gallon.

Change in rate is calculated by 80% CPI and 20% Fuel Rate. Please see backup data attached. The rate for collection services will increase (4.59%) over your current monthly service fee from \$20.61 to \$21.56. "At Your Door" Household Hazardous Waste Service will increase from \$1.40 to \$1.46 per home, per month. Total new rate is \$23.02 per home, per month.

Please see attached rate sheet form for the full commercial breakdown.

It is a pleasure to be part of the community team. Should you have any questions or comments please do not hesitate to contact me directly at 512-696-0363 or pdaugere@wm.com

Sincerely,

Paul Daugereau
Public Sector Solutions Manager
Waste Management of Texas
9708 Giles Road Austin TX 78754

City of Gatesville

2/1/2024

FOR THE CUSTOMER TAB

RESIDENTIAL RATES NO FF

Residential Rates	\$21.56	<i>Included: Trash 1X per week-carts/ Recy EOW-carts/ Bulk 1X per month per cart trash and recycle</i>
Extra Cart	\$5.23	
AYD	\$1.46	
Total Resi Rate	\$23.02	
Rate 5 (Please Describe)	N/A	

COMMERCIAL HAND COLLECT NO FF

	1XWK	2XWK
96 gal cart per cart per cart	\$26.46	N/A
Hand-PU (6-10 Bags)	N/A	N/A
Poly Cart-PU (1 Toter)	N/A	N/A
Poly Cart-PU (2 Toter)	N/A	N/A
Poly Cart-PU (3 toters)	N/A	N/A
Recycling PU (1 toter)	N/A	N/A

COMMERCIAL RATES (Includes 3% Franchise Fee)

Container Size / Type	FREQUENCY PER WEEK							
	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	EXTRA PU
2 Yard FEL Container	\$96.66	\$138.23	\$200.43	\$240.54	\$269.40	N/A	N/A	OM
3 Yard FEL Container	\$112.67	\$206.50	\$309.96	\$366.31	\$427.77	N/A	N/A	OM
4 Yard FEL Container	\$158.52	\$245.70	\$334.13	\$424.32	\$509.26	N/A	N/A	OM
6 Yard FEL Container	\$195.64	\$352.29	\$534.21	\$657.09	\$781.91	N/A	N/A	OM
8-Yard FEL Container	\$255.14	\$422.50	\$632.07	\$784.09	\$932.14	N/A	N/A	OM
10 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

See Other Charges Or Notes Below

Delivery	N/A	<i>*** Temporary Service includes delivery, rental and removal, and disposal</i>
Lock Bar, MONTHLY	\$10.46	
Casters MONTHLY	\$10.46	
Redelivery Charge for non payment **	N/A	
Snapshot Charge		
TEMPORARY SERVICE		
6 Yard Temp ***	N/A	
8 Yard Temp ***	N/A	

N/A

Size	1x	2x	3x	4x	5x	6x	7x	XPU
2 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

See Other Charges Or Notes Below

Delivery	N/A	<i>*Compactor Rate Does Not Include Rental (Choose one and delete the other)</i>
Lock Bar, MONTHLY	N/A	<i>*Compactor Rate Includes Rental</i>
Casters	N/A	
Redelivery Fee for non payment	N/A	
Gate or Enclosure Fee	N/A	
Snapshot Charge		
Additional Charge	N/A	

N/A

Size	1x	2x	3x	4x	5x	6x	7x	XPLJ
2 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 Yard FEL (Cardboard)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Cardboard	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

See Other Charges Or Notes Below

Delivery	\$0.00
Lock Bar, MONTHLY	N/A
Casters MONTHLY	N/A
Redelivery Fee for non payment	N/A
Gate or Enclosure Fee	N/A
Snapshot Charge	
Additional Charge	N/A

ROLL-OFF RATES (Includes 3% Franchise Fee)

Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull + Disp)	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	\$192.49	\$4.17	Day	N/A	\$381.04	\$39.86
30 Yard (Open-Top)	N/A	N/A	N/A	N/A	N/A	N/A
30 Yard (Open-Top)	\$192.49	\$4.17	Day	N/A	\$381.04	\$39.86
40 Yard (Open-Top)	\$192.49	\$4.17	Day	N/A	\$381.04	\$39.86
30 Yard (Compactor)	Negotiated	NEGOTIATED	Month	N/A	\$546.41	\$39.86
33 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A
34 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A
35 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A
40 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A
42 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A
TRIP CHARGE RATE:			N/A			

NOTES / FREE SERVICES

City is exempt from fuel, environmental and RRC charges
 City of Gatesville FOUTS WWTP 683-126773
 City of Gatesville 110 8th Street 683-129195
 City of Gatesville Animal Shelter 683-613423
 City of Gatesville Citizen Roll Off 683-609106
 City Of Gatesville Ball Park 683-130096
 Gatesville Civic Center 683-117227
 Extra Pickups Open Market Rates

MUNICIPAL SOLID WASTE AGREEMENT

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the 13th day of December, 2022, between the CITY OF GATESVILLE, TEXAS ("City"), a Municipal Corporation of Coryell County, Texas, acting by and through its duly authorized City Manager, and WASTE MANAGEMENT OF TEXAS, INC. (the "Contractor"), acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to continue operating and maintaining the service of collection, transportation, and disposal of residential, commercial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to continue operating and maintaining the service of collection and transportation of residential, commercial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Bulky Waste:** Furniture, bicycles (without tires), refrigerators that have CFCs removed by a certified technician, stoves, Bundles, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. Each Bulky Waste item should not weigh more than 40 pounds or be larger than one person can safely lift and deposit into the collection truck.
- 1.02. **Bundle or Bundles:** Tree, shrub and brush trimmings securely tied together forming an easily handled package, not to exceed three (3) feet in length or forty-(40) pounds in weight. Tree limbs shall be no more than 3 inches in diameter. Bundles will be collected as part of Bulky Waste collection.
- 1.03. **City:** The City of Gatesville, Texas.
- 1.04. **Commercial Unit:** All commercial and industrial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, schools, hospitals, multi-family housing with more than four units, and manufacturing facilities, and other premises, locations or entities, public or private, within the

corporate limits of the City, but excluding temporary construction project sites.

- 1.05. **Commercial Waste:** All Garbage, Rubbish, and Refuse generated by a Light Commercial Unit or a Commercial Unit, excluding Unacceptable Waste.
- 1.06. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.07. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.08. **Contract Administrator:** The person designated by the City to administer and monitor the provisions of this agreement.
- 1.09. **Contractor:** Waste Management of Texas, Inc.
- 1.10. **Customer:** The owner or tenant of a Residential Unit or Commercial Unit located within the City and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.10. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.11. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.12. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.13. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.14. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.15. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, temporary construction sites, and other premises, locations or entities, public or private, within the corporate limits of the City.
- 1.16. **Industrial Waste:** Solid Waste resulting from or incidental to any process of

industry, manufacturing, construction, demolition, mining or agricultural operations. Industrial Waste excludes Unacceptable Waste.

- 1.17. **Light Commercial Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Garbage per week, excluding Unacceptable Waste.
- 1.18. **Material Recovery Facility (MRF):** A facility that receives and processes Single Stream Materials for resell, reuse, or recovery.
- 1.19. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- 1.20. **Non-Recyclables:** Any materials in the Single Stream Materials that are not Recyclables.
- 1.21. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.22. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.23. **Recycling Polycart:** A Contractor owned rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.24. **Refuse:** Same as Rubbish.
- 1.25. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light

and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- 1.26 **Residential Waste:** All Refuse, Garbage and Rubbish generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- 1.27 **Roll-Off Bin:** A metal container typically measuring 20, 30 or 40 cubic yards that can be lifted mechanically and rolled onto the back of a truck, generally intended for high-volume Waste or Construction Debris.
- 1.28 **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.29 **Single Stream Materials:** means all materials deposited by a Customer in the Customer's Recycling Cart or Container, including any Recyclables and Non-Recyclables.
- 1.30 **Solid Waste or Waste:** All Residential Waste and Commercial Waste to be collected by Contractor pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- 1.31 **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste."
- 1.32 **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- 1.33 **Unacceptable Waste:** Any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) substantial damage to Contractor's equipment or facilities, or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (iv) presents a danger to the health or safety of the public or

Contractor's employees, and/or (v) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

1.34 **Unusual Accumulations or Overage:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, or placed outside a Polycart, and as to Commercial Units, any Waste located outside the Dumpster regularly used for such collection service or in excess of the applicable weight limits of the Dumpster. Contractor shall have the right to take a digital photo of the Unusual Accumulations/Overage.

2. **GRANT OF EXCLUSIVE RIGHT:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to provide municipal waste collection services and to conduct business for the purpose of collection and disposal of Residential Unit, Light Commercial Unit, Industrial Unit, and Commercial Unit Waste, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by City. The grant of this exclusive right and privilege includes all locations of every type within the City that require or have a need for the collection of Waste, except temporary locations generating Construction Debris for fewer than twelve consecutive months.

3. **TERM:**

The term of this Agreement shall commence on December 1, 2022 ("Commencement Date") and continue until October 31, 2027. The term of this Agreement may be renewed upon the mutual written consent of both parties for one additional five (5) year term.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES:**

5.01 **Residential Collection:**

(a) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during

the term of this Agreement. Contractor shall provide "garage door" special collection services to disabled residents that are approved by the City based on submission of the required form to the City by the resident seeking this service. Contractor agrees to collect the approved residents' carts, take to the roadway for service, and then return them to the point of origin.

- (b) Construction Debris generated at a Residential Unit shall be deemed Commercial Waste. The owner/tenant may use a Third-Party provider to dispose of Construction Debris. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in this Agreement.

5.02 **Residential Bulky Waste and Bundles Collection:** Contractor shall provide one (1) time per month collection service to Residential Units for collection of Bulky Waste and Bundles. Contractor agrees to collect up to, but not to exceed a total of four (4) cubic yards of Bulky Waste and Bundles from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste and Bundles in excess of the above volumes, or any Construction Debris generated by a Third Party Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

5.03 **Residential Recyclables Collection:**

- (a) Contractor shall provide every other week collection of Residential Unit Recyclables placed in Recycling Polycarts set curbside for collection. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Polycart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.
- (b) **Residential Door-to-Truck Service:** Contractor will provide Residential Door-To-Truck waste collection for those Customers who the City determines have demonstrated a physical need or hardship necessitating this special service and have no able-bodied person living with such Customer. The City has sole responsibility for determining which Residential Unit Customers qualify for this special service. The City will provide Contractor with a complete list of qualifying Customers' addresses each time a modification is made. Door-to-Truck collection service means the Customer places their Waste Polycart near the outside of their garage or carport rather than curbside. Contractor will roll the Cart to the collection truck for

servicing and then roll the empty Cart back to the outside of the garage or carport. Contractor may refuse to provide this service if the set-out location of the Polycart exceeds 150 feet from the curb line or edge of pavement.

- (c) **Recyclables Specifications.** The following are materials that Contractor will accept when deposited in a Recyclable Polycart. These Recyclables must be dry, loose (not bagged), unshredded, empty and only include the following:

Aluminum cans

Steel and tin cans

HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles)

PP plastic bottles and tubs with symbol #5
Old corrugated containers

Magazines, glossy inserts and pamphlets

PET plastic containers with the symbol #1 – with screw tops only

HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.)

Mail

Uncoated printing, writing and office paper

Uncoated paperboard (ex. cereal boxes; snack boxes)

Non-Recyclables include, but are not limited to the following:

Plastic Bags and Bagged materials (even if containing Recyclables)

Mirrors, light bulbs, window or auto glass
Plastics not listed above including those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils

Glass and metal cookware/bakeware

Plastic bags

Propane tanks, batteries, hoses, cords, wires
Napkins, paper towels, tissue, paper plates

Flexible packaging and multi-laminated materials; foam products

Unacceptable Waste

Any recyclable materials, or pieces of recyclable materials, less than 4" in size in any dimension

Microwave trays

Porcelain and ceramics

Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)

Coat hangers

Films (e.g., plastic grocery bags)

Household items such as cooking pots, toasters, etc.

Needles, syringes, IV bags or other medical supplies

Fiber containing, or that has been in contact with, food debris or other contaminating material

Textiles, cloth, or any fabric

Contractor will deliver the materials deposited into the Recyclables equipment to the City of Temple Recycling Transfer Station for handling, sorting, processing, and selling. If the City of Temple Recycling Transfer Station imposes new charges, unforeseen charges, or

increases its charges for the materials delivered by Contractor under this Contract, such charges are “pass-on” costs that Contractor has the right to pass-on to the City. The City of Temple Recycling Transfer Station may reject in whole or in part, or may process, in its discretion, materials not meeting the specifications, and City shall pay and reimburse Contractor for all costs, expenses, and charges the City of Temple Recycling Transfer Station passes through to Contractor with respect to such non-conforming Recyclables, including charges for handling, processing, transporting and/or disposing of such non-conforming Recyclables. The City acknowledges that Contractor may face unforeseen charges or increases that the City of Temple Recycling Transfer Station passes-on based on the recycling market, the quality of the materials collected within the City, and/or uncontrollable circumstances, including without limitation, changes in law, and the City agrees to pay these charges. Contractor reserves the right upon notice to the City to discontinue acceptance of any category of Recyclables that the City of Temple Recycling Transfer Station will no longer accept due to market conditions related to such material.

The City of Temple Recycling Transfer Station has the right to dispose of all residue and contamination resulting from or remaining after processing of the materials. The market for Recyclables continues to evolve and is volatile; as such, neither the Contractor nor City of Temple Recycling Transfer Station can make any representations as to the marketability of the Recyclables, and when no reasonable commercial market exists for a commodity, the City of Temple Recycling Transfer Station reserves the right to dispose of that material. Contractor also reserves the right to add or delete materials from the list of Recyclables based upon requests or demands from the Temple Recycling Transfer Station, changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in laws, rules, regulations, or ordinances, and Contractor will provide written notice to the City of those changes. In the event that a change in applicable law or a material change in market conditions that has the effect of materially altering the terms of this Agreement or substantially affects the benefit(s) bargained for by the parties, the parties agree to amend the terms of the recycling portion of the Agreement to reflect the current market or legal conditions.

- (d) Annually, at least 60 days before the December 1 anniversary date of each Agreement year, Contractor will provide the City with the proposed rates for the next Agreement year. Within sixty (60) days of receipt of the proposed rates for the next Agreement year, the City shall notify the Contractor, in writing, if the City decides to terminate the recycling services at the end of the next Agreement year. For example, Contractor will provide proposed rates not later than October 1, 2024. Should the City choose to terminate recycling services effective December 1, 2025, then by December 1, 2024, the City shall be required to provide the above-mentioned written notice to Contractor. If the City chooses to terminate the recycling collection services portion of this Agreement, both parties mutually agree to negotiate and finalize a new Agreement within 180 days from Contractor’s receipt of the City’s notice.

5.04 **At Your Door Special Collection® Program.** Contractor agrees to provide a special collection program to Residential Units pursuant to the terms set forth in Schedule C attached hereto.

5.05 Residential Carts:

- (a) Contractor shall provide one (1) Polycart for Waste and one (1) Polycart for Recyclables to each Residential Unit. Polycarts for Waste and Polycarts for Recyclables (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
- (b) Contractor shall not be required to collect (i) any Residential Waste or Recyclables that are not placed in a Polycart, (ii) any Residential Waste or Recyclables from a Polycart that is overloaded by weight or volume, or (iii) a Polycart that is not properly placed curbside.
- (c) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Any Cart removed from a Residential Unit shall be deemed lost or stolen, and Contractor shall be entitled to compensation by the City therefor. In the event a Cart should be lost or stolen, Contractor agrees to replace such lost or stolen Cart with a replacement at a cost of \$65.00 per Cart, which Contractor shall include in its invoice to the City for payment. In the event a Residential Unit requests replacement of a damaged Cart, Contractor agrees to verify and replace a damaged Cart at no charge.

5.06 Commercial and Industrial Unit Collection: Contractor shall have the exclusive right to collect and transport Commercial Waste from the Commercial Units and permanent Industrial Units (i.e., those Customers that require the use of a Roll-Off Bin for more than 12 consecutive months), respectively, utilizing Dumpsters or Roll Off Bins at such frequency as shall be reasonably requested by such Commercial Unit Customer. The Dumpster or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial and Industrial Unit Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement.

5.07 No Charge Services to City. Contractor agrees to provide at no cost the Dumpsters and collection services to the City locations listed in Schedule B.

5.08 Unusual Accumulations or Overage Collection: Contractor shall have no obligation to collect Unusual Accumulations and may charge for the collection of any Unusual Accumulations or Overages.

- 5.09 **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any Unacceptable Waste shall remain with the generator of such Waste.

6. COLLECTION OPERATION:

- 6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

- 6.03. **Holidays:** The following shall be holidays for purposes of this Agreement:

New Year's Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

- 6.04. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with a list of complaints indicating the date, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated by Contractor and, if such allegations are verified, Contractor shall endeavor to arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

- 6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste from Customers

serviced by Contractor in accordance with this Agreement.

- 6.06. **Disposal**: The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage**: The Contractor shall not be responsible for scattered Waste unless the same has been caused by Contractor, in which case all scattered Waste shall be timely collected by Contractor.
- 6.08. **Vicious Animals**: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Waste collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 6.09. **Protection From Scattering**: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property.
- 6.10. **Point of Contact**. All dealings and contacts between Contractor and the City shall be directed between Paul Daugereau, Public Sector Solutions Manager of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. BILLING:

- 7.01 **City to Bill Residential and Light Commercial Customers**. City shall provide billing and bill collection services for Residential Units and Light Commercial Units during the term of this Agreement. Within twenty (20) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth in sums due by the City to Contractor for services rendered as set forth in Schedule A under this Agreement for the prior month. City shall remit to Contractor payment for such services within thirty (30) days after City's receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by law.
- 7.02 **Contractor to Bill Commercial Customers**. Contractor shall provide billing and bill collection services for Commercial Units and Industrial Units. Within 21 days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit an invoice to each Commercial and Industrial Unit Customer. (i) Contractor shall include in its invoices to the Commercial and Industrial Unit Customers the City's franchise fee in an amount equal to three (3%) percent of all charges by the contractor for services under this agreement. The franchise fee payments actually received by Contractor from Customers shall be paid by the Contractor to the City within thirty (30) days after

the last day of the month of Contractor's actual receipt of such monies. The rates set forth in Schedule A for Commercial and Industrial Unit equipment and services include the City's franchise fee. The franchise fee that Contractor invoices shall not be added to and/or be assessed upon any state or local sales tax or other governmental fees, such as the state of State of Texas disposal fee, or the franchise fee itself. (ii) Invoices sent to Commercial and Industrial Unit customers by Contractor shall be paid within thirty (30) days after receipt of such invoice by Customer or in accordance with each individual contract between Customer and Contractor, if any. All past due invoices shall bear interest at the highest rate permitted by law. Contractor may suspend service to any Customer that is delinquent in payment directly to Contractor. If Contractor suspends service to a Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

7.03 **Delinquent Customers Billed by the City.** The City shall notify Contractor in writing of any Residential Unit or Light Commercial Unit Customer that has failed to pay the City for waste collection services, and Contractor shall have the right to suspend service to such delinquent Customer until notified by the City to resume such services. If Contractor suspends service to a Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee if such service to the Customer is reinstated.

8. MODIFICATION TO RATES:

8.01 **CPI Adjustment.** Commencing on December 1, 2023 and each December 1 thereafter (the "Adjustment Date"), the service rates set forth in the Rate Schedule in Schedule A, as adjusted hereunder, shall be automatically increased by eighty percent (80%) of the percentage increase of the Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the June to May period of the year immediately prior to the adjustment date, and the June to May period of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

8.02 **Fuel Adjustment.** Commencing on the first anniversary of the Agreement effective date, and on the same anniversary date annually thereafter (the "Adjustment Date"), the service rates set forth in the Rate Schedule in Schedule A, as adjusted hereunder, shall be automatically increased by twenty percent (20%) of the percentage increase of the EIA Diesel, On Highway, Retail, Fuel Price for the Gulf Coast Region, as published by the United States Energy Information Administration. The Diesel fuel adjustment will be calculated using the change in the 12-month annual average of monthly EIA fuel index values between June to May period of the year immediately

prior to the adjustment date, and the June to May period of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

8.03 Additional Adjustments. Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to:

8.01.1 increases in disposal costs,

8.01.2 increases in landfill fees,

8.01.3 changes in the ordinances under which the Contractor is to operate, or

8.01.4 changes in federal, state or local laws, rules or regulations or other uncontrollable circumstances. Documentation of such increases shall be submitted to the City at its request.

9. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count that to receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the City. If the City fails to provide a number, Contractor has the right to use the prior house count for invoicing purposes. Contractor has no responsibility for any incorrect house counts provided by the City, but has the right, in its discretion, to verify the Residential Unit count information provided by the City. Any error or mistakes in the Residential Unit count provided by the City to Contractor shall be corrected within six months of the date provided or the mistake is waived and released by both parties;
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Waste set out, and proper

recycling techniques to minimize commingling of Waste and Recyclables.

10. DISASTER EVENT:

Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, pandemic, or other Act of God ("Disaster Event"), Contractor shall have no obligation under this Agreement to collect any debris or material resulting from the Disaster Event. The City has the right to engage a contractor of its choice to collect material or debris resulting from a Disaster Event. If the Contractor and City mutually agree that Contractor will collect material and debris resulting from the Disaster Event, the parties will enter into a separate, written agreement that reflects the agreed upon rates, services, and equipment to be used for such services.

11. ENFORCEMENT:

Both parties shall have the authority to enforce their rights under this Agreement. Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Commercial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

12. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

13. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within

which the services are being performed.

14. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike, labor or equipment shortages, pandemic or epidemic, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

15. INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement insurance against

claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The City shall be named as an additional insured under the policies, except for workers' compensation, subject to Contractor's indemnities set forth herein. Contractor shall provide the City with a certificate of insurance reflecting the City's additional insured status and agreeing to give the City at least 30 days' written notice in case of policy termination. The cost of such insurance shall be borne by the Contractor.

<u>Type of Coverage</u>	<u>Per Occurrence Minimum</u>	<u>Aggregate Minimum</u>
<u>Workers Compensation</u>	As required by law and shall cover all employees including drivers	As required by law.
Commercial General Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 occurrence combined single limit	\$1,000,000
<u>Commercial Auto Liability</u> Bodily Injury/Property Damage	<u>\$1,000,000</u> \$1,000,000 each accident combined single limit	<u>\$1,000,000</u>
Excess/Umbrella Liability	<u>\$1,000,000 occurrence</u>	<u>\$5,000,000</u>

16. INDEMNITY:

The Contractor shall indemnify the City against any third party claims, actions, or suits, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall cooperate as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

17. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

18. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent

necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

19. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

20. ATTORNEY'S FEES AND VENUE:

This contract is performable in Coryell County, Texas. In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Coryell County, Texas.

21. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Gatesville, Texas
 110 N. 8th Street,
 Gatesville TX 76528
 ATTN: City Manager

If to the Contractor at: Waste Management of Texas, Inc.
 Attn: Public Sector Services
 10106 Giles Ln.
 Austin, TX 78754

with a copy to: CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

EFFECTIVE AS OF THE 1st DAY OF DECEMBER, 2022.

CITY:

CITY OF GATESVILLE, TEXAS

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

BY: 
Mayor

BY:  (e)
ITS: President

SCHEDULE "A"

Residential Unit Base Rates

Curbside Waste Collection Once (1) Per Week in Polycarts
 Recyclables Collection Every Other Week in Polycarts
 Bulky Waste and Bundles Once (1) Per Month up to a maximum of 4 cubic yards collected per Residential Unit

Residential Unit Base Rate: \$20.61 per Residential Unit, per month

OPTIONAL OFFERING: At Your Door Special Collection Program: \$1.40 Per Residential Unit, per month

Charge for Each Additional Waste or Recyclables Polycart: \$5.00 per cart, per month
 Residential Unit Unusual Accumulation/Overage Charge: \$10.00 per Cart for each Overage

Light Commercial Unit Base Rates

Light Commercial Unit Base Rate of Waste collection once per week in Polycarts: \$25.30 per Polycart, per month
 (Limit 4 Carts per business)

Light Commercial Unit Unusual Accumulation/Overage Charge: \$10.00 per Cart for each Overage

(The Rates above DO NOT include 3 % City franchise fee)

Commercial Unit Base Rates

Container Size / Type	1xWK	2xWK	3xWK	4xWK	5xWK
2 Yard Dumpster	\$92.42	\$132.16	\$191.63	\$229.98	\$257.58
3 Yard Dumpster	\$107.73	\$197.44	\$269.36	\$350.23	\$409.00
4 Yard Dumpster	\$151.56	\$234.92	\$319.47	\$405.70	\$486.91
6 Yard Dumpster	\$187.05	\$336.83	\$510.77	\$628.25	\$747.60
8 Yard Dumpster	\$243.94	\$403.96	\$604.33	\$749.68	\$891.23

Commercial Unit Unusual Accumulation/Overage Charge: \$150.00 per Dumpster overage

(Rates above INCLUDE 3% City franchise fee)

Permanent Roll Off Unit Rates

Container Size / Type	Delivery Rate	Rental Rate per day	Haul Rate per Pull	Disposal Rate per ton
20 Yard Roll-Off Bin	\$184.04	\$3.99	\$364.32	\$38.11
30 Yard Roll-Off Bin	\$184.04	\$3.99	\$364.32	\$38.11
40 Yard Roll-Off Bin	\$184.04	\$5.00	\$364.32	\$38.11
30 Yard Roll-Off Bin	Install Negotiated	Negotiated	\$522.43	\$38.11

(Rates above INCLUDE 3% City franchise fee)

All rates in this Schedule are subject to the Base Rate adjustment language contained in Section 8.

SCHEDULE "B"

Free City Collection Services

City of Gatesville WWTP	2-96 Gallon Trash Cart serviced 1X per week
City of Gatesville 110 8th Street	1-3 yd Dumpster serviced 2X per week
City of Gatesville Animal Shelter	1-3 yd Dumpster serviced 1X per week
City of Gatesville Citizen Roll Off	1-40 yd Roll Off serviced 14X (hauls) per year
City of Gatesville Ball Park	1-6 yd Dumpster serviced 2X per week

SCHEDULE "C"

At Your Door Special Collection²

1. Definitions

(a) "Eligible Materials" shall mean most ordinary household, automotive and gardening chemicals, electronics and other items identified by WM as being eligible for collection but shall exclude Ineligible Materials. Eligible Materials may vary depending on federal, state and local regulations and shall be subject to specific instruction sheet sent to the Residential Unit. Below is a non-exhaustive list of Eligible Materials, but WM, in its sole discretion, reserves the right to modify the list below and/or definition of Eligible Materials.

Household Items	Paint Products	Batteries and Fluorescent Lamps	Electronics	Automotive Material
<ul style="list-style-type: none"> • Ammonia • Floor stripper • Drain cleaner • Floor cleaner • Tile/shower cleaner • Carpet/upholstery cleaner • Rust remover • Toilet bowl cleaner • Hobby glue 	<ul style="list-style-type: none"> • (5-gallon maximum size container) • Oil based paint • Latex paint • Stripper and thinner • Caulking • Wood preservative and stains • Sealers • Spray paint • Artist paint 	<ul style="list-style-type: none"> • Household, Nicad, NiMH and Lithium Ion batteries • Fluorescent lamps (straight tubes, circular, and compact) • Compact fluorescent lamps (CFL) and high intensity lamps 	<p><i>(Includes related cords)</i></p> <ul style="list-style-type: none"> • Televisions (1 max. per p/u) • Computer monitors • CPU/computer tower • Laptop and tablet computers • Keyboard, Mouse • Fax machine • Desktop printer/scanner • CDROM/DVD/CD/tape player • VCR • Cell phone • MP3 player, iPod • Microwave 	<ul style="list-style-type: none"> • Motor oil • Antifreeze • Waxes/Polishes • Cleaners • Brake fluids • Used oil filters • Transmission fluid • Windshield washer fluid • Hydraulic fluid • Vehicle batteries (4 max per p/u -), specifically excluding batteries from electric and/or hybrid vehicles)
<p style="text-align: center;">Swimming Pool Chemicals</p> <ul style="list-style-type: none"> • Pool acid • Chlorine tablets and liquid • Stabilizers 	<p style="text-align: center;">Mercury Containing</p> <ul style="list-style-type: none"> • Thermostats • Thermometers • Switches 	<p style="text-align: center;">Flammable and Combustible</p> <p><i>(Must be placed in containers designed and sold for the containment and transportation of such material)</i></p> <ul style="list-style-type: none"> • Gasoline and Diesel fuel • Kerosene • Solvents 	<p style="text-align: center;">Garden Chemicals</p> <ul style="list-style-type: none"> • Insect sprays/Insecticides • Weed killers • Fertilizer • Herbicides • Pesticides 	<p style="text-align: center;">Sharps*</p> <p><i>(Sharp items must be placed into a sealed, rigid, puncture-resistant container)</i></p> <ul style="list-style-type: none"> • Syringes • Needles • Lancets

* EXCEPT WHERE PROHIBITED BY STATE LAW

(b) **“Ineligible Materials”** shall mean any and all of the following: (i) material not included in the list of Eligible Materials, including but not limited to, biological waste, ammunition and explosives, asbestos, appliances (washing machines, refrigerators vacuums or tools), construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, medicines/pharmaceuticals, radioactive materials, tires, primary batteries from hybrid or electric vehicles, trash, liquid mercury, white goods, smoke and carbon monoxide detectors, cooking oil, bulky items and Incandescent light bulbs and LED lights; (ii) commercial materials and/or materials generated from the operation of a business, even if the business is run out a residential home; (iii) any materials, including Eligible Materials, that are improperly packed, leaking, unlabeled, unknown or unidentifiable material, oversized or in unusually large quantities or exceed the pre-arranged quantities; (iv) any material that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (v) materials not prepared in accordance with the specific instruction sheet sent to the Residential Unit; (vi) any other material that poses a risk to WM’s equipment or employees; (vii) any materials containing information protected by federal, state or local privacy and security laws or regulations; and, (viii) any other items WM, in its sole discretion, deems excluded from the scope of this program.

(c) **“Residential Unit”** shall mean a single-family home where Eligible Materials may be collected that is subject to services described herein.

2. **Scope and Scheduling of Services.**

(a) WM shall provide Residential Unit with collection, management, transportation, disposal, and treatment of Eligible Materials generated by Residential Units with the Municipality during the term of this Agreement. This is a demand-based service, so the frequency of collections will vary. The parties agree that the **AT YOUR DOOR SPECIAL COLLECTION®** program is designed for the routine and ordinary collection of home generated special materials.

(b) For Residential Units to utilize this service, they must first contact Contractor to schedule a home collection. Residents can request a home collection of their Eligible Items two different ways:

- i. **Website.** Residents may go to www.wmatyourdoor.com, which is accessible 24/7; or,
- ii. **Phone.** Residents may call the At Your Door Special Collection Operations Service Center at the Contractor provided phone number during Contractor’s hours of operation Monday through Friday.

(c) The Residential Unit must provide their name, address, cross streets, directions, phone number, email address and gate codes with an estimate of the types and quantity of Eligible Materials to be collected. Contractor then provides the Residential Unit with a specific date for their home collection.

- (d) Depending on the Eligible Materials to be collected, Contractor may send the Residential Unit a collection kit after scheduling collection. The collection kit consists of a containment device, cable tie, and an instruction sheet and generic material labels for those items without a commercial label. Residential Units that only have electronics, vehicle batteries and unbroken fluorescent lamps do not need, and will not be sent, a collection kit because such items can be collected without being placed in the containment bag; however, the resident must follow the instructions communicated to them on the phone and available at www.wmatyourdoor.com. Each Residential Unit is solely responsible for removing any and all data and personal information from any Eligible Materials prior to collection.
- (e) The Residential Unit must adhere to the instructions in the collection kit and place their Eligible Materials at the front door or in the front of their garage where materials are visible from the road and readily accessible by 7:00am on the scheduled collection day. Contractor will not enter the premises, which include homes, garages, basements, or back/side yards or sheds to gather or remove any materials. Additional instructions may apply based on applicable regulations.

On the scheduled collection date, Contractor will collect Eligible Materials that are properly prepared and placed out in a timely manner. In the event that the Eligible Materials are not properly or timely set out for collection, or the materials exceed the pre-arranged quantities to be collected or if the materials are, or contain, Ineligible Materials, Contractor may reject the materials.

- (f) Contractor may also conduct a survey of the program.
- (g) Contractor and the Municipality each have the right to discontinue the AT YOUR DOOR SPECIAL COLLECTION® program by providing the other Party with at least sixty (60) days' notice. The Parties agree that this right to discontinue applies solely to the At Your Door Special Collection program; not to any other services described in the Agreement. In the event of the discontinuance, expiration or termination of these services, Contractor shall not be obligated to provide more service collections to the Municipality for the last 60 days than the monthly average of service collections for the prior 6 months of service (i.e. if the Contractor typically provides an average of 40 collections per month for the prior 6 months, then the Contractor will provide no more than 40 collections per month for the final two months of service.)

3. Allocation of Risk.

- (a) To the extent authorized by Texas law, the Municipality agrees to indemnify, defend, and hold Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Municipality's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Municipality, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

- (b) Contractor agrees to indemnify, defend, and hold the Municipality harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the performance or breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (c) Notwithstanding any provisions to the contrary, Contractor is not responsible and has no duty to indemnify, defend, and hold the Municipality harmless (i) for any Eligible Materials placed out for collection until the items are physically collected by Contractor and (ii) any occurrences with Ineligible Materials. Furthermore, title to and liability for Ineligible Materials shall remain with the Residential Unit at all times.
- (d) Contractor is not responsible for any spills or property damage caused by any materials set out for collection by Residential Units unless the spill or property damage is solely the result of Contractor's negligence.
- (e) The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

4. Municipality's Obligations.

- (a) The Municipality is responsible for notifying its residents of the program.
- (b) At least 30 days prior to the Commencement Date, the Municipality must provide Contractor, in an Excel spreadsheet, a complete list of addresses of Residential Units within the Municipality along with the full street address, city, state and zip code along with apartment or unit number, if applicable, of each Residential Unit.
- (c) If additional Residential Units are added within the Municipality's boundaries, the Municipality will provide Contractor with the above information for each such Residential Unit(s) within 60 days of the addition of the Residential Unit(s).

5. Contractor's Obligations.

- (a) Contractor will manage Eligible Materials collected from Residential Units in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.
- (b) Contractor will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and /or dispose of Eligible Materials.

(c) EXCEPT AS PROVIDED HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY OTHER WARRANTY, WHETHER IMPLIED OR STATUTORY.

6. **Compensation.** The Contractor's charge for offering and providing the services set forth under this Schedule C are included in the Residential Unit Base Rate set forth in Schedule A attached hereto.

7. **Miscellaneous.**

(a) Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism and acts of God, and the affected party shall be excused from performance during the occurrence of such events. In the event of the occurrence of such an event, Contractor reserves the right to suspend the At Your Door Special Collection program for a period of up to six months.

(b) The services set forth in this Exhibit are subject to all applicable terms and conditions set forth in the Agreement. The Parties agree that the incorporation of this Exhibit and the services described in this Exhibit do not alter the scope of the regular curbside collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.

**ATTACHMENT B
FEE SCHEDULE**

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁰²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address

Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential \$76.92 per address/building
Commercial and non-Single Family Residential \$125.00 per address/building/unit

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,200,000

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

4866-1923-3919, v. 1



Other Business Agenda Item #17

CITY COUNCIL MEMORANDUM

Date: November 14, 2023
To: Mayor & City Council
From: Scott Albert, City Manager & Mike Halsema, Finance & HR Director
Agenda Item: Discussion and possible action regarding amending the FY 2022-23 Budget.

Information:

During fiscal year 23, the city received sales tax allocations 12.8% above budget. Property tax and franchise fee revenues were also significantly above budget. We anticipate overall revenues to exceed budget by 10%. Per our fund balance policy established as part of the fiscal and budget policies adopted September 13, 2022, staff is proposing amending the General Fund budget to allow for the transfer of excess revenues to the General Capital Fund. The General Fund had an unassigned fund balance of \$2,446,610 for FY22 year balance. By transferring excess revenues at year end and maintaining the fund balance at current levels, the fund balance would equal 31% of FY22 yearend expenditures. The Airport Fund received grants for the AWOS replacement. The total cost of the AWOS replacement was \$103,500, completed in April 23. The city received \$77,626 in reimbursements under the 75/25 agreement. Several hangars were destroyed by a windstorm in 2021 and were rebuilt with insurance proceeds in the fall of 2022. Additional work was required in December requiring an additional 13,500 in reconstruction costs. Neither the additional hangar work or the AWOS were included in the FY23 airport budget. These additional expenses total \$117,000.

Financial Impact:

The General Fund budget amendment will increase expense authority by \$730,000 to \$8,057,167. The Airport Fund amendment will increase the expenditure authority by \$117,000 to \$155,950.

Staff Recommendation:

The staff recommends that the city council approve the Ordinance amending the FY23 budget.

Motion: I move to approve Ordinance 2023-06, amending the Fiscal Year 2023 budget

Attachments:

Ordinance 2023-06.

Staff Contacts:

Scott Albert, City Manager salbert@gatesvilletx.com

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

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF GATESVILLE TO ALLOW FOR ADJUSTMENTS TO THE GENERAL FUND REVENUES AND EXPENDITURES OF SEVEN HUNDRED THIRTY THOUSAND DOLLARS (\$730,000); AND ALLOWING FOR ADJUSTMENTS TO THE AIRPORT FUND REVENUES AND EXPENDITURES OF ONE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$117,000); DECLARING A MUNICIPAL PURPOSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2022-05, the City Council of GATESVILLE, Texas, approved the Fiscal Year 2022-23 Budget; and

WHEREAS, the City of GATESVILLE desires to increase funding in the General Fund and Airport Fund; NOW, THEREFORE,

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

SECTION 1. The findings set forth in the above preamble to this Ordinance are true and correct and are hereby adopted.

SECTION 2. The Fiscal Year 2022-23

Budget is hereby amended by the City Council as follows: to allow for an adjustment to the General Fund of \$730,000, increasing revenues and appropriations. To allow for an adjustment to the Airport Fund of \$117,000, increasing revenues and appropriations.

SECTION 3. This Ordinance shall be filed with the City Secretary, who is directed to attach a copy of this Ordinance to the Fiscal Year 2022-23 Budget.

SECTION 4. This Ordinance was approved by at least three members of the City Council as required by Section 3.10 of the City Charter.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of GATESVILLE, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 6. It is officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and the public notice of the time, place and purpose of this meeting was given as required by law.

SECTION 7. This Ordinance shall become effective immediately upon its passage and approval.

The foregoing Ordinance No. 2023-06 was read the first time and passed to the second reading this 26th day of September, 2023.

The foregoing Ordinance No. 2023-06 was read the second time and passed to the third reading this 10th day of October 2023.

The foregoing Ordinance No. 2023-06 was read the third time and was passed and adopted as an Ordinance to the City of Gatesville, Texas, this 14th day of November, 2023.

BY: _____

MEREDITH RAINER, MAYOR PRO-TEM

ATTESTED:

APPROVED AS TO FORM AND SUBSTANCE:

WENDY COLE
CITY SECRETARY

VICTORIA THOMAS
SPECIAL COUNSEL



Other Business Agenda Item # 18

CITY COUNCIL MEMORANDUM

Date: November 14, 2023

To: Mayor & City Council

From: Rene Ochoa, Director of Planning & Community Development

Agenda Item: Discussion and possible action regarding a platting application to subdivide a .97-acre tract of land from the Arocha Survey to be known as the Paskett Addition

Information: Property owners Stacy Summers and Amanda Summers have filed a plat application with the City of Gatesville to subdivide 0.91 acres from a larger un-platted 9.75-acre parcel.

- One lot is being created, being 0.85 acres in size.
- 0.12 acres of land is being dedicated to the public as ROW. This portion of land currently holds a portion of the existing Straws Mill Roadway.
- The remaining 8.78-acre parcel will remain un-platted with its own independent access to ROW.
- The property is located at 208 Pamela Drive, Gatesville, TX. This property, identified as Coryell Central Appraisal District Parcel #100391
- This subdivision proposal takes place within the City Limits
- The proposed lot fronts Straws Mill Road and has ROW access.
- The lots will be serviced by both existing Fort Gates Water and City of Gatesville Sanitary Sewer.
- No public improvements are necessary as part of this subdivision proposal. As such, engineering documentation is not needed.
- The proposed land use is a residential homesite. This proposed land use is compatible with the current "AGRICULTURAL AND SUBURBAN HOMESITES" zoning district.
- The plat application complies with all other provisions outlined in the city's subdivision ordinance and applicable State Statutes.

Application received unanimous approval from the Planning & Zoning Commission at their last regularly scheduled meeting, the application final City Council review and approval.

Financial Impact: N/A

Staff Recommendation: Staff recommends the City Council approve the plat application to subdivide a .97-acre tract of land from the Arocha Survey to be known as the Paskett Addition.

Motion: I make the motion to approve the plat application submitted by Stacy and Amanda Summers to subdivide a .97-acre tract of land from the Arocha Survey to be known as the Paskett Addition.

Attachments: Paskett Addition Final Plat

Staff Contacts:

Rene Ochoa, Director of Planning & Community Development rochoa@gatesvilletx.com

Liz Reinhardt, Development Coordinator lreinhardt@gatesvilletx.com

KNOW ALL MEN BY THESE PRESENTS, THAT STACY SUMMERS AND AMANDA SUMMERS, OWNERS OF THAT CERTAIN 0.87 ACRE PARCEL OF LAND IN THE CITY OF GATEVILLE, CORTELL COUNTY, TEXAS, AS COMPREHENSIVELY DESCRIBED IN DEED DATED DECEMBER 5, 2023, AND RECORDED IN INSTRUMENT NO. 348500, OFFICIAL PUBLIC RECORDS OF CORTELL COUNTY, TEXAS, HAVE HEREBY AGREED TO CONVEY TO THE CITY OF GATEVILLE, CORTELL COUNTY, TEXAS, AS COMPREHENSIVELY DESCRIBED IN DEED DATED DECEMBER 5, 2023, AND RECORDED IN INSTRUMENT NO. 348500, OFFICIAL PUBLIC RECORDS OF CORTELL COUNTY, TEXAS, ALL RIGHTS AND INTERESTS IN SAID PARCEL OF LAND, INCLUDING BUT NOT LIMITED TO THE RIGHT OF EASEMENT, AND TO HEREBY DEDICATE TO THE PUBLIC THE USES OF THE STREET RIGHT-OF-WAY AND THE PUBLIC UTILITY.

THE PRIVATE DRAINAGE AND UTILITY EASEMENTS SHOWN ON SAID PLAT ARE RETAINED BY LOT OWNERS FOR INSTALLATION OF PRIVATE DRAINAGE AND UTILITY SERVICES. THE PUBLIC UTILITY EASEMENTS SHOWN ON SAID PLAT ARE DEDICATED TO THE CITY OF GATEVILLE, CORTELL COUNTY, TEXAS, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY SERVICES. THE CITY OF GATEVILLE, CORTELL COUNTY, TEXAS, SHALL MAINTAIN AND OPERATE SAID PUBLIC UTILITY SERVICES IN ACCORDANCE WITH THE SUBDIVISION AND PROPERTY DEVELOPMENT REGULATIONS OF THE CITY OF GATEVILLE, TEXAS.

WITNESSED THE EXECUTION HEREOF, ON THIS _____ DAY OF _____, 20____, AT _____, TEXAS.

STACY SUMMERS, OWNER
 AMANDA SUMMERS, OWNER

PERSONAL APPEARANCE OF THE UNDERSIGNED PARTY, IN THE PRESENCE OF TWO NEUTRAL WITNESSES, WHOSE NAMES ARE SHOWN ON THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNERS OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC STATE OF TEXAS
 MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEY

I, KEVIN WATSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION AND PROPERTY DEVELOPMENT REGULATIONS OF THE CITY OF GATEVILLE, TEXAS.

KEVIN WATSON
 R. L. S. NO. 8678
 1001 WEST WALDECK LANE, SUITE 100
 WILLOW, TEXAS 75798

STATE OF TEXAS
 COUNTY OF COLLIER
 DAY OF _____, 20____, A.D. 20____
 CORTELL COUNTY TAX OFFICE

PLAT NOTES

1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND 83, PER LOCAL MOUNTAIN GPS OBSERVATION.

2. PROPOSED LAND USE FOR THIS DEVELOPMENT IS RESIDENTIAL.

3. EXISTING LAND USE FOR ADJOINING OWNERS IS RESIDENTIAL.

4. THIS PROPERTY IS LOCATED IN THE SEWA OTHER AREAS, ZONE "C", AS SHOWN ON THE CITY OF GATEVILLE ZONING MAP, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 17, 2016.

5. WATER SERVICES WILL BE PROVIDED BY THE CITY OF GATEVILLE.

6. ELECTRIC SERVICE WILL BE PROVIDED BY HAMILTON COUNTY ELECTRIC CO-OP.

7. WASTE WATER SERVICE WILL BE PROVIDED BY THE CITY OF GATEVILLE.

** FEMA FLOOD HAZARD ZONE "C" IS SHOWN AS BEARS TO BE DESIGNATED OUTSIDE OF THE 0.7% (100-YEAR) ANNUAL CHANCE FLOODPLAIN **

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF GATEVILLE, CORTELL COUNTY, TEXAS.

 CITY CLERK

APPROVED THIS _____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GATEVILLE, CORTELL COUNTY, TEXAS.

 SECRETARY, PLANNING AND ZONING COMMISSION

OWNER/DEVELOPER: STACY SUMMERS AND AMANDA SUMMERS
 1001 WEST WALDECK LANE, SUITE 100, WILLOW, TEXAS 75798

OWNER/DEVELOPER: STACY SUMMERS AND AMANDA SUMMERS
 1001 WEST WALDECK LANE, SUITE 100, WILLOW, TEXAS 75798

DATE: SEPTEMBER 2023

NUMBER OF BLOCKS: 1

NUMBER OF LOTS: 1

TOTAL AREA: 0.87 AC

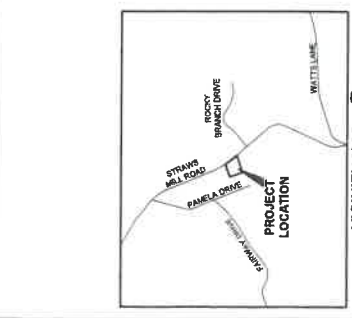
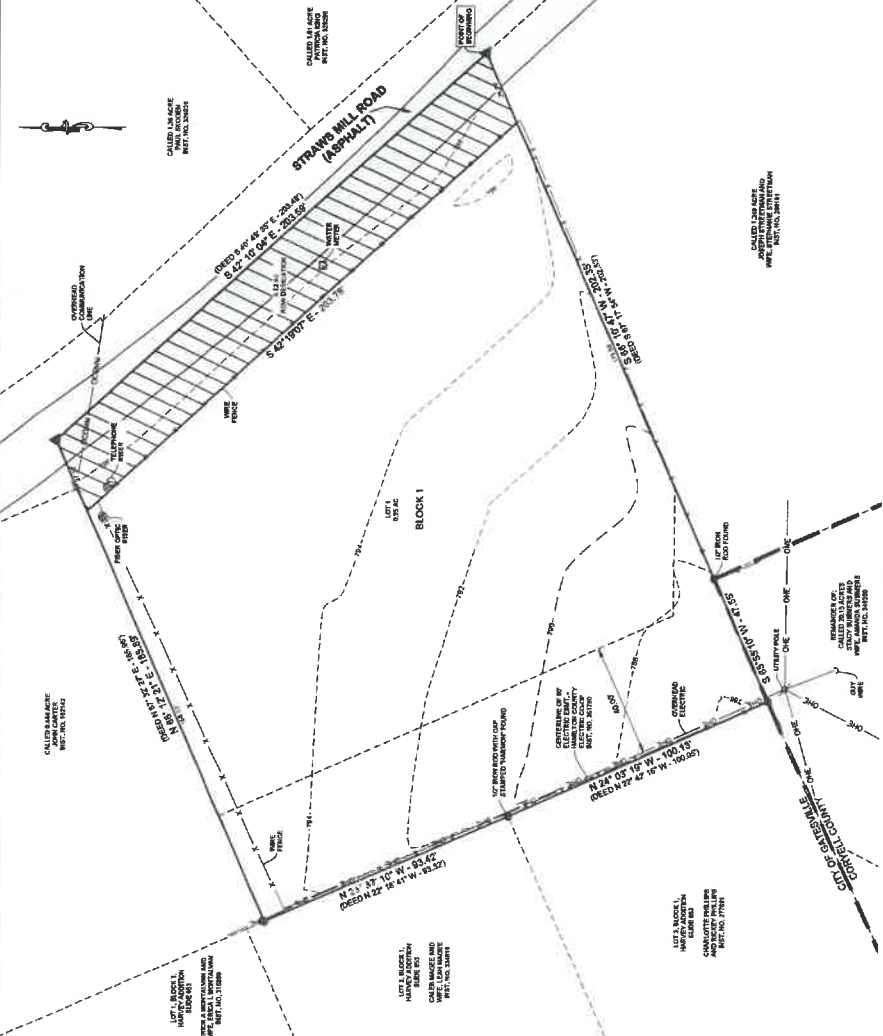
DATE: SEPTEMBER 2023

FINAL PLAT

PASKETT ADDITION
 CITY OF GATEVILLE, CORTELL COUNTY, TEXAS

PASKETT ADDITION IS A PLAT OF A 0.87 ACRE PORTION OF THE CALLED 20.15 ACRE TRACT OF LAND DESCRIBED IN A DEED TO STACY SUMMERS AND AMANDA SUMMERS, RECORDED IN INSTRUMENT NO. 348500, OFFICIAL PUBLIC RECORDS OF CORTELL COUNTY, TEXAS.

RECORDING NO. 033-23



FIELD NOTES
 0.87 ACRE
 CORTELL COUNTY, TEXAS

BEARING AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND 83, PER LOCAL MOUNTAIN GPS OBSERVATION.

PROPOSED LAND USE FOR THIS DEVELOPMENT IS RESIDENTIAL.

EXISTING LAND USE FOR ADJOINING OWNERS IS RESIDENTIAL.

THIS PROPERTY IS LOCATED IN THE SEWA OTHER AREAS, ZONE "C", AS SHOWN ON THE CITY OF GATEVILLE ZONING MAP, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 17, 2016.

WATER SERVICES WILL BE PROVIDED BY THE CITY OF GATEVILLE.

ELECTRIC SERVICE WILL BE PROVIDED BY HAMILTON COUNTY ELECTRIC CO-OP.

WASTE WATER SERVICE WILL BE PROVIDED BY THE CITY OF GATEVILLE.

** FEMA FLOOD HAZARD ZONE "C" IS SHOWN AS BEARS TO BE DESIGNATED OUTSIDE OF THE 0.7% (100-YEAR) ANNUAL CHANCE FLOODPLAIN **

FIELD NOTES
 0.87 ACRE
 CORTELL COUNTY, TEXAS

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PROPOSED LAND USE FOR THIS DEVELOPMENT IS RESIDENTIAL.

EXISTING LAND USE FOR ADJOINING OWNERS IS RESIDENTIAL.

THIS PROPERTY IS LOCATED IN THE SEWA OTHER AREAS, ZONE "C", AS SHOWN ON THE CITY OF GATEVILLE ZONING MAP, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 17, 2016.

WATER SERVICES WILL BE PROVIDED BY THE CITY OF GATEVILLE.

ELECTRIC SERVICE WILL BE PROVIDED BY HAMILTON COUNTY ELECTRIC CO-OP.

WASTE WATER SERVICE WILL BE PROVIDED BY THE CITY OF GATEVILLE.

** FEMA FLOOD HAZARD ZONE "C" IS SHOWN AS BEARS TO BE DESIGNATED OUTSIDE OF THE 0.7% (100-YEAR) ANNUAL CHANCE FLOODPLAIN **

FIELD NOTES
 0.87 ACRE
 CORTELL COUNTY, TEXAS

BEARING AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND 83, PER LOCAL MOUNTAIN GPS OBSERVATION.

PROPOSED LAND USE FOR THIS DEVELOPMENT IS RESIDENTIAL.

EXISTING LAND USE FOR ADJOINING OWNERS IS RESIDENTIAL.

THIS PROPERTY IS LOCATED IN THE SEWA OTHER AREAS, ZONE "C", AS SHOWN ON THE CITY OF GATEVILLE ZONING MAP, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 17, 2016.

WATER SERVICES WILL BE PROVIDED BY THE CITY OF GATEVILLE.

ELECTRIC SERVICE WILL BE PROVIDED BY HAMILTON COUNTY ELECTRIC CO-OP.

WASTE WATER SERVICE WILL BE PROVIDED BY THE CITY OF GATEVILLE.

** FEMA FLOOD HAZARD ZONE "C" IS SHOWN AS BEARS TO BE DESIGNATED OUTSIDE OF THE 0.7% (100-YEAR) ANNUAL CHANCE FLOODPLAIN **

FIELD NOTES
 0.87 ACRE
 CORTELL COUNTY, TEXAS

BEARING AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND 83, PER LOCAL MOUNTAIN GPS OBSERVATION.

PROPOSED LAND USE FOR THIS DEVELOPMENT IS RESIDENTIAL.

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Agenda Item #19

CITY COUNCIL MEMORANDUM

Date: November 14, 2023
To: Mayor & City Council
From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding a plat application to subdivide a 12.00-acre tract of land from the William Sugett Survey to be known as the Berry Estates.

Information:

Berry Plat

Ms. Krista Moreland filed a plat application with the city to subdivide 12 acres into four 3-acre lots. The 12 acres will be subdivided from a larger, unplatted 135-acre parcel owned by Ms. Moreland. All four lots shown on the plat front Old Pidcoke Road and have access to water and sewer. According to utility staff, there is sufficient water and sewer capacity to service the four lots. According to notes from Development Services, the lots have received County approval for right-of-way access along Old Pidcoke Road. There are no public improvements necessary for the subdivision, so engineering documentation is not required. According to Development Services, the plat complies with **all** provisions outlined in the city's subdivision ordinance and applicable State Statutes. **"It is worth mentioning that plat approval is a ministerial function. If a plat complies with **all** the city's legal requirements, which are dictated by law rather than policy, the City Council **MUST** grant approval as per Texas Local Government Code 212.005 and 212.010."**

The 135 acres are in the City's Extraterritorial Jurisdiction (ETJ), for which the city has authorization to regulate land subdivision based on an interlocal agreement with Coryell County. The interlocal agreement with the county requires that:

1. The city will deliver a courtesy copy of the plat to the County Attorney's Office to ensure the Commissioners Court has an opportunity to provide input on any effect that the plat may have on other areas of the county inside or outside the city's ETJ.

The County Attorney confirmed he received a copy of the plat.

2. If the developer intends that each lot is to be serviced by an On-Site Sewage Facility (OSSF) septic system, no final plat shall be accepted until the County's DR has approved the sewage disposal plan.

All four lots will be serviced by an existing city sewer collection system adjacent to the property. OSSF systems are not necessary for the four lots.

3. If any street in the subdivision will connect to a County Road, the developer must obtain written permission from the Coryell County Commissioners Court to tie into the existing County Road before the approval of the Final Plat.

According to Rene's memo to P&Z, all four lots fronting Old Pidcoke Road have received County approval for ROW access.

P&Z Commission Action:

On November 6, 2023, the Planning and Zoning Commission conditionally approved the Berry Estates final plat, consisting of four 3-acre lots along Old Pidcoke Road. The conditional approval was based on the pending full annexation of the property, and failure to annex the property would result in disapproval of the final plat. The P&Z Commission also stated that the plat would not go to City Council until the P&Z conditional approval is satisfied.

Despite the P&Z Commission's reluctance to forward the plat to the City Council, staff wishes to seek City Council consideration of the final plat. There is no legal or technical reason for not forwarding the plat to the City Council for consideration. If the property is ultimately annexed, the approved plats carry forward (i.e. do not need to be re-approved). Additionally, state law (Texas Local Gov't Code 212.009(b)) mandates that if the Council does not act on the plat within 30 days of P&Z's action, the plat is deemed approved by operation of law. Therefore, it is in the City's best interest to include the Berry plat on the agenda for City Council consideration.

Annexation:

Ms. Moreland filed a voluntary annexation petition to incorporate her 135 acres into the city. On October 10th, the City Council accepted Ms. Moreland's request for annexation, initiating the necessary legislative steps to proceed with the annexation. This evening, the City Council held a public hearing regarding the annexation and conducted the first reading of the ordinance. The annexation of the Moreland property also includes the annexation of Old Pidcoke Road adjacent to the Moreland property. Staff would like to schedule two special-called meetings as soon as possible to complete the annexation by conducting the second and third readings of the ordinance.

Zoning:

The proposed land use for the four lots is residential homesites. This use is compatible with the zoning classification "Agricultural and Suburban Homesites," which will automatically be received once annexed.

Financial Impact:

N/A

Staff Recommendation:

The staff recommends that the City Council approve the Berry Estates final plat with the condition to include a note on the final plat that the four lots will connect to the City of Gatesville water and sewer utilities, and on-site sewage facilities are not permitted uses."

Motion:

I move to approve the Berry Estates Final Plat with the condition to include a note on the final plat that the four lots will connect to the City of Gatesville water and sewer utilities, and on-site sewage facilities are not permitted uses.

Attachments:

- Memo prepared by Rene for the Planning & Zoning Commission.
- Platting Application.
- Final Plat.

P&Z MEMORANDUM

AGENDA ITEM: 7

Discussion and possible action regarding a platting application to subdivide a 12.00-acre tract of land from the William Suggett Survey to be known as the Berry Estates.

ORIGINATING DEPARTMENT: Planning and Zoning

BACKGROUND INFORMATION:

- Property owner Krista Moreland has filed a plat application with the City of Gatesville to subdivide 12 acres from a larger unplatted 135-acre parcel.
 - Four lots are being created, each being 3.00 acres in size.
 - The remaining 123 acre parcel will remain unplatted for future development.
- The property, located at 911 Old Pidcoke Road, Gatesville, TX. This property, identified as Coryell Central Appraisal District Parcel #108111
- This subdivision proposal takes place outside the City Limits
 - The subdivision is located within the City's Extraterritorial Jurisdiction (ETJ).
 - The entire 135-acre tract is currently undergoing the annexation process, voluntarily initiated by the property owner.
- All lots front Old Pidcoke Road and have received County approval for ROW access.
- All lots are to be serviced by both existing City Water and Sanitary Sewer as described through the Municipal Services Agreement as part of the Voluntary Annexation Petition filed by property owner.
- No public improvements are necessary as part of this subdivision proposal, as such engineering documentation, is not needed.

DISCUSSION/CONCLUSION:

- The proposed land use is residential homesites.
 - This use is compatible with the preliminary "ZONING PENDING" classification automatically received by newly annexed property
 - This use is compatible with the proposed initial zoning of "AGRICULTURAL AND SUBURBAN HOMESITES" currently under consideration.
- The plat application complies with all other provisions outlined in the city's subdivision ordinance and applicable State Statutes.
- Following approval of the plat application from the Planning & Zoning Commission, the application will be forwarded to the City Council for their review and final decision.

RECOMMENDATION:

Staff recommends the Planning & Zoning Commission conditionally approve the plat application to subdivide a 12.00-acre tract of land from the William Suggett Survey to be known as the Berry Estates.

Condition for approval:

The Berry Estates plat application will be automatically approved by the Planning & Zoning Commission pending a full approval of the voluntary annexation petition.



PLATTING APPLICATION

An application is hereby made to the City of Gatesville Planning & Zoning Commission and City Council for the following platting process:

Preliminary Plat
 Final Plat
 Amended Plat
 Re-plat

APPLICANT INFORMATION

Applicant Name: Krista Moreland
 Phone: (254) 248-4304
 Owner Name: Krista Moreland
 Phone: (254) 248-4304

Address: 4201 CK 194 Jonesboro TX 76538
 Email: Kmorelan@gatesvilleisd.org
 Address: _____
 Email: _____

This application shall only take into consideration documentation submitted with the original application. Any documentation to be considered in lieu of the original submission shall be sent to the Planning Director with a minimum of 10 business days prior to any scheduled public meeting. Once a completion audit is passed, the application shall be scheduled for P&Z and/or City Council consideration, as needed. All communications hereafter, regarding this application, shall be made via the email address or phone number provided by the applicant.

The undersigned hereby acknowledges the requirements of the City's Subdivision Ordinance, Zoning Codes, this Platting Application and all other Development Standards and ensures this application and all associated documentation is in full compliance with all applicable regulations; non-compliance shall be grounds for disapproval. Furthermore, the undersigned hereby acknowledges that incomplete application submissions shall be voided and may result in a forfeiture of any fees paid. The undersigned requests consideration by the City of Gatesville, Texas of the above identified platting process.

Signature of Applicant: Krista Moreland Date: 10/16/2023
 Signature of Owner: Krista Moreland Date: 10/16/2023
 (if different from applicant)

FOR INTERNAL USE ONLY

CURRENT PROPERTY DESCRIPTION

Current Street Address: 911 Old Pidcock Road, Gatesville TX
 Name of proposed subdivision: Berry Estates Number of Lots: 4
 Total Acres: 12. Original Survey: William Suggert
 Legal Description: 12 ACRES OUT OF THE WILLIAM SUGGET SURVEY

ZONING

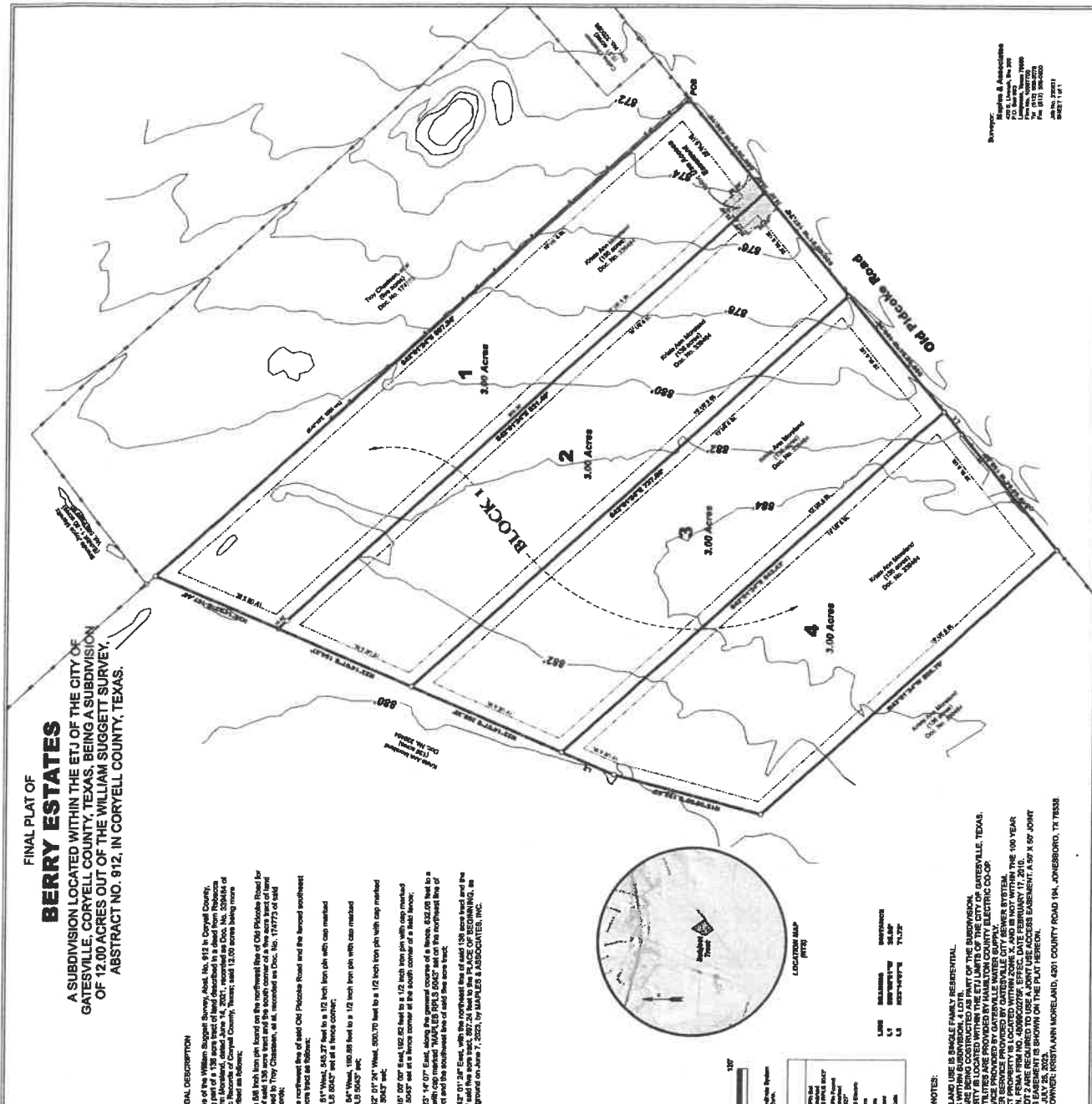
Current Zoning: N/A Proposed Use: RESIDENTIAL
 Zoning Compliance: PASS FAIL Staff Reviewer: RE.

UTILITIES

Existing Utilities Available: Water Sewer Electric Gas
 Water Provider: AV Sewer Provider: _____
 Electric Provider: Hamilton Electric Gas Provider: N/A

ADMINISTRATIVE

Date Application Received: 10/16 Received By: RE.
 Application Fee Amount: WAIVED CM Received By: N/A Date Fee Received: N/A
 Completion Audit: PASS FAIL Staff Reviewer: RE. C. A. Date: 10/16/2023
 P&Z Date: 11/6/2023 Planning Director: _____



FINAL PLAT OF BERRY ESTATES
 A SUBDIVISION LOCATED WITHIN THE ETJ OF THE CITY OF GATESVILLE, CORYELL COUNTY, TEXAS, BEING A SUBDIVISION OF 12.00 ACRES OUT OF THE WILLIAM SUGGETT SURVEY, ABSTRACT NO. 812, IN CORYELL COUNTY, TEXAS.

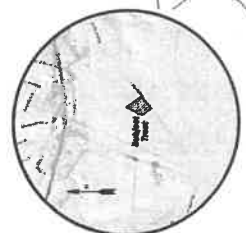
Surveyors: **Winters & Associates**
 203 S. Lynch, Ste. 201
 Lockwood, Texas 79400
 Tel: (409) 588-8232
 Fax: (409) 588-8233
 www.wa1.com

PERMITS LEGAL DESCRIPTION
 Being 12.00 acres of the William Suggett Survey, Abstr. No. 812 in Coryell County, Texas, as shown on the Original Plat of the City of Gatesville, Coryell County, Texas, Abstract No. 812, in Coryell County, Texas, as shown on the Official Public Records of Coryell County, Texas; said 12.00 acres being more particularly described as follows:
 BEGINNING at a 1/88 inch pin found on the northeast line of Old Pickle Road for S. 1st Street, containing 12.00 acres, more or less, as follows:
 THENCE with the northeast line of said Old Pickle Road and the forward southwest line of said 12.00 acre tract as follows:
 South 37° 08' 07" West, 543.27 feet to a 1/2 inch iron pin with cap marked "W. 1/2\"

North 12° 52' 00" East, 549.27 feet to a 1/2 inch iron pin with cap marked "W. 1/2\"

South 52° 00' 00" West, 130.00 feet to a 1/2 inch iron pin with cap marked "W. 1/2\"

THENCE North 42° 01' 24" East, with the northeast line of said 12.00 acre tract and the forward southwest line of said 12.00 acre tract, to the PLACE OF BEGINNING, as surveyed on a grade on about 1/2 section 7, as depicted in ABSTRACT NO. 812.



GENERAL PLAT NOTES:
 1. UNRESERVED LAND USE IS SINGLE FAMILY RESIDENTIAL.
 2. NO ROADS ARE BEING CONSTRUCTED AS PART OF THE SUBDIVISION.
 3. ELECTRIC UTILITIES ARE PROVIDED BY THE CITY OF GATESVILLE, TEXAS.
 4. WATER SERVICE PROVIDED BY GATESVILLE WATER SUPPLY.
 5. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE S.L. JAMES DISTRICT WITHIN THE 100 YEAR FLOOD PLAIN, FEMA FIRM NO. 49090Z02705, EFFECT DATE FEBRUARY 17, 2010.
 6. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE S.L. JAMES DISTRICT WITHIN THE 100 YEAR FLOOD PLAIN, FEMA FIRM NO. 49090Z02705, EFFECT DATE FEBRUARY 17, 2010.
 7. THE CITY OF GATESVILLE, TEXAS, IS THE AUTHORITY FOR THE USE AND ZONING OF THE PROPERTY.
 8. USE ACCESS AGREEMENT IS SHOWN ON THE PLAT HEREON.
 9. PLAT DATE: JULY 31, 2023.
 10. PROPERTY OWNERS: KRISTY ANN MORELAND, 4801 COUNTY ROAD 19N, JONESBORO, TX 76858.

STATE OF TEXAS
 COUNTY OF CORYELL

KNOW ALL MEN BY THESE PRESENTS, that Kristy Ann Moreland, being the owner of the 12.00 acre tract, being a portion of the William Suggett Survey, Abstract No. 812, in Coryell County, Texas, as shown on the Official Public Records of Coryell County, Texas; and being a portion of the William Suggett Survey, Abstract No. 812, in Coryell County, Texas, as shown on the Official Public Records of Coryell County, Texas; as a subdivision within the ETJ of the City of Gatesville, Coryell County, Texas.

WITNESS the execution thereof, on this _____ day of _____, 2023.

Kristy Ann Moreland
 Kristy Ann Moreland

STATE OF TEXAS
 COUNTY OF CORYELL

BEFORE ME, the undersigned authority, on this day personally appeared Kristy Ann Moreland, known to me to be the person whose name is subscribed to the foregoing instrument. It has been acknowledged to me that she executed the foregoing instrument as the owner of the property described therein.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

Kristy Ann Moreland
 Kristy Ann Moreland
 Registered Professional Land Surveyor No. 5043

STATE OF TEXAS
 CITY OF GATESVILLE

Approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Gatesville, Texas.

Chairman, Planning and Zoning Commission _____
 Secretary, Planning and Zoning Commission _____

STATE OF TEXAS
 CITY OF GATESVILLE

Approved this _____ day of _____, 2023, by the City Council of the City of Gatesville, Texas.

Mayor _____
 Attest: City Secretary _____

TAX CERTIFICATE

The Coryell County Appraisal District, the taxing authority for all taxing entities in Coryell County, Texas, has duly assessed the taxes on the property described in this plat. The taxes are shown on the tax roll for the year 2023.

CORYELL COUNTY APPRAISAL DISTRICT

By: _____

STATE OF TEXAS
 COUNTY OF CORYELL

I, Jennifer Meadows, Clerk of the County Court of said County do hereby certify that this instrument is in writing with my hand and the seal of said County and the date hereon stated is my office the _____ day of _____, 2023, at _____, Texas, and that the same is a true and correct copy of the original instrument filed with me for the Official Public Records of Coryell County, Texas.

Jennifer Meadows, County Court Clerk
 Coryell County, Texas

2023

-JANUARY-

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-JULY-

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-DECEMBER-

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