

City Council Meeting

December 12, 2023

At

Gatesville Council Chamber

110 N. 8th Street

5:30 P.M.



**INDEX
REGULAR CITY COUNCIL MEETING
DECEMBER 12, 2023**

5:30 P.M.

PAGE 1-2 --- AGENDA - 12-12-2023

**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 YOU INTEND TO COMMENT ON A SPECIFIC AGENDA ITEM, PLEASE INDICATE THE 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 RESPECTFUL 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 - 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)

B. DISCUSSION REGARDING APPOINTMENT OF A CITY ATTORNEY

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

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

PAGE 3-38 - 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 2023-140: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM REGULAR CITY COUNCIL MEETING NOVEMBER 14, 2023 (WENDY COLE)**
- RESOLUTION 2023-141: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM SPECIAL CITY COUNCIL MEETING NOVEMBER 27, 2023 (WENDY COLE)**
- RESOLUTION 2023-142: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM SPECIAL CITY COUNCIL MEETING NOVEMBER 30, 2023 (WENDY COLE)**
- RESOLUTION 2023-143: DISCUSSION AND POSSIBLE ACTION CASTING VOTES FOR CITY OF GATESVILLE'S CANDIDATE FOR CORYELL CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS (WENDY COLE)**
- RESOLUTION 2023-144: DISCUSSION AND POSSIBLE ACTION REGARDING CHANGE ORDER NO. 2 TO THE CONTRACT DOCUMENTS FOR THE MILLS STREET PHASE 2 IMPROVEMENTS PROJECT NO. 2-01657 (SCOTT ALBERT)**
- RESOLUTION 2023-145: DISCUSSION AND POSSIBLE ACTION REGARDING AN AMENDMENT TO THE INTERLOCAL GOVERNMENT AGREEMENT BETWEEN MULTIPLE GOVERNMENTAL ENTITIES IN BELL & CORYELL COUNTIES TO FACILITATE THE DEVELOPMENT OF A REGIONAL HABITAT CONSERVATION PLAN FOR KARST INVERTEBRATE IN THE AREA (SCOTT ALBERT)**

OTHER BUSINESS:

- PAGE 39-42 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING GATESVILLE EXCHANGE CLUB GAZEBO PROJECT (LAUREN MORRELL)**
- PAGE 43 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION TO APPOINT A MAYOR PRO-TEM (WENDY COLE)**
- PAGE 44-49 CITY COUNCIL MEMORANDUM - DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS AMENDING THE CODE OF ORDINANCES AT CHAPTER 18 "FEES", BY AMENDING SECTION 18-1 "FEE SCHEDULE" WITH REGARD TO SEWER RATE FEES FOR TEXAS DEPARTMENT OF CRIMINAL JUSTICE, AND SOLID WASTE FEES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (2ND READING OF ORDINANCE 2023-07) (MIKE H)**
- PAGE 50-55 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION DECLARING ATHLETIC FIELD LIGHTS, INCLUDING THE POLES AND FIXTURES, AS WELL AS THE CIVIC CENTER SIGN LOCATED ON THE EASTERN SIDE OF THE GATESVILLE COMPLEX, AS SURPLUS PROPERTY AND FOR PROVIDING DIRECTION ON THE PROPER DISPOSITION OF THIS SURPLUS PROPERTY (SCOTT ALBERT)**
- PAGE 56-130 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING THE USE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT FUNDS FOR IMPROVEMENTS AT FAUNT LE ROY PARK OR CONSTRUCTION OF A NEW PARK (SCOTT ALBERT)**
- PAGE 131-137 - CITY MANAGER REPORT**

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
DECEMBER 12, 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. 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.

EXECUTIVE SESSION:

5. 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.
- B. Discussion and possible action regarding appointment of a City Attorney

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

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

CONSENT:

8. 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 2023-140:** Discussion and possible action regarding approval of Minutes from Regular City Council Meeting held on November 14, 2023 (Wendy)
- Resolution 2023-141:** Discussion and possible action regarding approval of Minutes from Special City Council Meeting held on November 27, 2023 (Wendy)
- Resolution 2023-142:** Discussion and possible action regarding approval of Minutes from Special City Council Meeting held on November 30, 2023 (Wendy)
- Resolution 2023-143:** Discussion and possible action casting votes for City of Gatesville's Candidate for Coryell Central Appraisal District Board of Directors (Wendy)
- Resolution 2023-144:** Discussion and possible action regarding Change Order No. 2 to the contract documents for the Mills Street Phase 2 Improvements Project No. 2-01657 (Scott)
- Resolution 2023-145:** Discussion and possible action regarding an amendment to the Interlocal Government Agreement between multiple governmental entities in Bell & Coryell Counties to facilitate the development of a Regional Habitat Conservation Plan for karst invertebrate in the area. (Scott)

OTHER BUSINESS CONTINUED:

9. Discussion and possible action regarding Gatesville Exchange Club Gazebo Project (Lauren Morrell)
10. Discussion and possible action to appoint a Mayor Pro-Tem (Wendy Cole)
11. Discussion and possible action regarding an Ordinance of The City of Gatesville, Texas amending the Code of Ordinances at Chapter 18, "Fees", by amending Section 18-1, "Fee Schedule" with regard to sewer rate fees for Texas Department of Criminal Justice, and Solid Waste Fees; repealing all conflicting ordinances; providing a severability clause; and providing an Effective Date. (2nd reading of Ordinance 2023-07) (Mike Halsema)
12. Discussion and possible action regarding a resolution declaring athletic field lights, including the poles and fixtures, as well as the Civic Center sign located on the eastern side of the Gatesville Complex, as surplus property and for providing direction on the proper disposition of this surplus property. (Scott Albert)
13. Discussion and possible action regarding the use of Federal Emergency Management Agency (FEMA) Grant funds for improvements at the Faunt Le Roy Park or construction of a new park. (Scott Albert)
14. City Manager's Report
15. Adjourn Meeting

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


 Wendy Cole
 City Secretary

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

REGULAR CITY COUNCIL MEETING
NOVEMBER 14, 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 5:30 P.M. THIS 14TH DAY OF NOVEMBER, 2023

2) QUORUM CHECK/COUNCIL PRESENT: Mayor Pro-Tem Meredith Rainer, Councilmembers Barbara Burrow, Greg Casey, Joe Patterson, Claude Williams, and Councilmember Elect Aaron Smith

REGRETS: Mayor Gary Chumley and Councilmember John Westbrook

CITY STAFF PRESENT: City Manager Scott L. Albert, Municipal Court Clerk Kelsey Cole, Finance/HR Director Mike Halsema, Police Chief Brad Hunt, and Lieutenant Cody Lee, Officer Anthony Martinez, Officer Michael Suniga, Officer Anna Perrow

OTHERS: Leo Corona, Rachelle Smith, Krista Moreland, Colby Moreland, Chase Massingill, Lynn Massingill, Jerry Casey, Vicki Casey, Seth Casey, Eloise Smith, Lewis Smith, Paul Daugereau, and Gatesville Messenger Staff Writer, Kaylee Dusing

3) INVOCATION: Councilmember Casey/PLEDGE OF ALLEGIANCE: Led by Meredith Rainer

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 provided handouts to the councilmembers and spoke of a concern that he brought up at a previous meeting in regards to citizens contacting councilmembers. Mr. Corona encouraged the Council to place and discuss on a future agenda the 'benefits of city council members having official city email accounts.'

6) 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)

City Manager Albert requested to proceed to the Consent Agenda and pull Resolution 2023-134 off the consent agenda to discuss separately.

Mayor Pro-Tem Rainer pulled Resolution 2023-134 from the Consent Agenda for discussion and asked for a motion regarding Resolution 2023-133:

RESOLUTION 2023-133: Approval of Minutes from the Regular City Council Meeting held on October 24, 2023.

Motion by Barbara Burrow, seconded by Greg Casey, to approve Resolution 2023-133, City Council Meeting Minutes, on the Consent Agenda; all five voting "Aye", motion passed.

RESOLUTION 2023-134: City Manager Albert said that he pulled this item from the Consent Agenda because there were amendments made to the original Council memorandum in regards to the budget table. The revised amount is an increase of \$8,738.00 to this project. This specific issue became apparent during removal of the water line which revealed a significant amount of erosion which was not visible during the initial project scope assessment.

Motion by Joe Patterson, seconded by Barbara Burrow, to approve Resolution 2023-134 to approve a budget increase to Change Order No. 1 for the Water Treatment Plant No. 2 Clarifier, Project 2-01650 in the amount of \$8,738.00; all five voting "Aye", motion passed.

5) RECOGNIZE GATESVILLE POLICE OFFICERS ANTHONY MARTINEZ, MICHAEL SUNIGA, AND ANNA PERROW (BRAD HUNT)

Police Chief Brad Hunt presented awards and recognized the actions of Gatesville Police Officers Anthony Martinez, Michael Suniga, and Anna Perrow which occurred while assisting Coryell County Deputy Willingham on a traffic stop and subsequent arrest for narcotics possession. After conducting a field test of the suspected narcotics, Deputy Willingham fell ill, exhibiting signs of a life-threatening exposure to fentanyl. Officer Martinez quickly went to this patrol vehicle to retrieve his personally purchased fentanyl antidote, "Narcan," and administered the dose. He then retrieved a second dose of Narcan from Deputy Willingham's patrol vehicle and administered it as well. Deputy Willingham then began to recover from the exposure, and was subsequently transported to the hospital. He recovered fully, and has resumed his duties with the Coryell County Sheriff's Office.

Officers Martinez, Suniga, and Perrow worked together to ensure the scene and suspect were secure. Other Coryell Deputies arrived in a timely manner, and Deputy Willingham received the urgent medical care he needed. While under an unresolved threat to their own personal safety, in the fact that dangerous fentanyl particles could have still been in the air they were breathing, each officer exhibited great courage. With extreme professionalism under duress, they supported one other, and each acted in support of their fellow law enforcement member. Their combined actions, and especially those of Officer Martinez, are worthy of the utmost praise that can be bestowed upon them.

Police Chief Hunt presented awards to Gatesville Police Officers:

Officer Anthony Martinez	Life-Saving Award
Officer Michael Suniga	Meritorious Conduct Award
Officer Anna Perrow	Meritorious Conduct Award

7) DISCUSSION AND POSSIBLE ACTION REGARDING THE NOVEMBER 7, 2023 ELECTION:

Mayor Pro-Tem Rainer and the City Council canvassed the votes for the City of Gatesville November 7, 2023 election. The figures on the tally sheets and the following vote totals for Councilmember offices were certified and corresponded with the figures on the official returns:

	<u>Votes Received</u>		
Councilmember, Ward 1, Place 1:	Lewis Aaron Smith		357
	Leo Corona		320
Councilmember, Ward 1, Place 3:(unopposed)	Meredith Rainer		646
Councilmember, Ward 2, Place 5: (unopposed)	Greg Casey		657
Declared Elected:	Lewis Aaron Smith	Councilmember	Ward 1, Place 1
	Meredith Rainer	Councilmember	Ward 1, Place 3
	Greg Casey	Councilmember	Ward 2, Place 6

Gatesville Municipal Court Clerk, Kelsey Cole, administered the Oath of Office to the new Councilmembers and issued the Certificates of Election.

RESOLUTION NUMBER 2023-135: Motion by Greg Casey, seconded by Barbara Burrow, to approve the canvassed votes regarding the election of Council Members, and declare the results final: Lewis Aaron Smith, Meredith Rainer, and Greg Casey as Council Members to Ward 1 Place 1, Ward 1 Place 3, and Ward 2 Place 5 respectively; all five voting "Aye", motion passed.

8) RECOGNIZE OUTGOING COUNCILMEMBER CLAUDE WILLIAMS

Mayor Pro-Tem Rainer presented outgoing Council Member Claude Williams a commemorative clock and thanked him for his dedication and service to the City of Gatesville. Mr. Williams served as council member from November 2020 to November 2023.

9) DISCUSSION AND POSSIBLE ACTION TO APPOINT A MAYOR PRO-TEM

Following discussion Council decided to defer the appointment of a Mayor Pro-Tem to the next regular meeting on December 12, 2023 since Councilmember Westbrook was not in attendance at tonight's meeting.

10-12) EXECUTIVE SESSION REGARDING 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)

Mayor Pro-Tem Rainer stated that the Executive Session would not be held tonight due to Special Counsel Victoria Thomas was ill.

13) RECESS REGULAR MEETING AND CALL A PUBLIC HEARING AT 5:50 P.M.-----

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)

City Manager Albert discussed the aerial and vicinity map regarding the proposed voluntary annexation of the 135.03 acres of land located along the borders of Old Pidcoke Road and F.M. Hwy 116. This annexation also includes the part of Old Pidcoke Road and right-of-way adjacent to the Moreland property.

Mayor Pro-Tem asked if anyone from the public wished to comment regarding the annexation and no one wished to speak.

There was a brief discussion that the financial impact on the City will be minimal (maintenance on the

existing roads & right-of way) and that the proposed plat will be divided into four (4) three (3) acre plats for ranch estate type lots and will all front Old Pidcoke Road. Zoning will be Agricultural.

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

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)

City Manager Albert said that this is the first of three required readings of the ordinance to annex the 135 acres of land that was just discussed in the Public Hearing. Staff requests that the annexation process be expedited and call two (2) special council meetings within the next two (2) weeks to complete the annexation process. There was a brief discussion regarding councilmember date availability and it was decided that City Secretary Cole would reach out to councilmembers next week to confirm council meeting dates for the special meetings.

ORDINANCE 2023-08-01: Motion by Greg Casey, seconded by Barbara Burrow, to approve the first reading of Ordinance 2023-08 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; all five voting "Aye", motion passed.

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)

Finance Director, Mike Halsema, said that 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. Staff recommends aligning the TDCJ rates with the rate structure identified through the NewGen study.

Next, Mr. Halsema introduced Waste Management's Public Sector Solutions Manager, Paul Daugereau, to discuss Gatesville's solid waste agreement. The contract was signed in December of 2022 but the actual service didn't start until February of 2023. The contract determined that the annual Consumer

Price Increase (CPI) would take place in December which is less than a year when service actually started. Mr. Daugereau said that Waste Management has agreed to defer the impending rate increase to reflect on the February 1, 2024 invoicing. The CPI formula/measurement periods were discussed and the new proposed rate per the WM calculations will increase by 4.59% which is lower than the previously presented CPI rate. An amendment to the contract will be provided to city staff before the previous December rate increase happens- as indicated in the contract. Mr. Daugereau also noted that Gatesville's recycling participation has been tremendous (40 tons per month) with reports from WM staff that the recycling items are really clean with not many unacceptable materials. Mr. Daugereau reported that there are no funds that come back to the cities regarding recycling – there is a fee associated to the time and extra work to process the recycling materials.

Lastly, City Manager Albert discussed the Bureau Veritas (BV) fees and after further review by staff it was decided that the fee schedule will come back to Council for consideration at a future meeting as amendments needed to be reviewed regarding various in-house fees and fees charged by BV.

Leo Corona of 409 State School Road discussed his concerns with how BV fee schedule was structured and if a private homestead resident would have the choice to choose a city in-house inspector or the BV inspector. Also, if a refund would be issued if a city inspector conducted the inspection and not the BV inspector the resident paid for? Mr. Corona said that he realized that the BV Plan review and inspection fees are still a work in progress but thought these questions needed to be addressed.

Mayor Pro-Tem Rainer and City Manager Albert said that these questions will be addressed with BV as the fee schedule is reviewed and transition occurs.

ORDINANCE 2023-07-01: Motion by Barbara Burrow, seconded by Greg Casey, to approve the first reading of Ordinance 2023-07 regarding fees related to Texas Department of Criminal Justice, and repealing Solid Waste Fees and adopting a new Solid Waste Fee Schedule for the City of Gatesville; and providing an Effective Date but exception regarding the amendments set out in Section One (1) of the ordinance related to buildings and building regulations which amendments shall not be approved at this time; all five voting "Aye", motion passed.

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)

Finance Director, Mike Halsema, said that this was the third and final reading of Ordinance 2023-06 and asked the Council if there were any questions and there were no comments or questions.

ORDINANCE 2023-06-03: Motion by Barbara Burrow, seconded by Greg Casey, to approve the third and final reading of Ordinance 2023-06 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; all five voting "Aye", motion passed.

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)

City Manager Albert said that Planning & Zoning did approve this plat at the regularly scheduled meeting on November 6th. The property is located at 208 Pamela Drive and the plat application complies with all other provisions outlined in the city's subdivision ordinance and applicable State Statutes. Staff recommends approval of the plat application to subdivide a .97-acre tract of land from the Arocha Survey to be known as the Paskett Addition.

RESOLUTION 2023-136: Motion by Joe Patterson, seconded by Barbara Burrow, to approve the platting application filed by property owners Stacy and Amanda Summers to subdivide a .97-acre tract of land from the Arocha Survey to be known as the Paskett Addition; all five voting "Aye", motion passed.

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)

City Manager Albert said that this plat application filed with the city is to subdivide 12 acres into four 3-acre lots. The 12 acres will be subdivided from a larger, unplatted 135-acre parcel. All four lots shown on the plat front Old Pidcoke Road and already have permits from the County to access Old Pidcoke Road. They all have access to water and sewer. The County discussed this annexation item at the Commissioner's Court meeting today and Coryell County Judge Roger Miller said that there was no issue with the City moving forward with the annexation and platting process. 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.

There was a discussion regarding 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.

All four lots fronting Old Pidcoke Road have received County approval for ROW access and annexation.

The process was discussed briefly and Mr. Albert noted that according to Development Services, the plat complies with all provisions outlined in the city's subdivision ordinance and applicable State Statutes. 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."

RESOLUTION 2023-137: Motion by Joe Patterson, seconded by Greg Casey, to approve the Berry Estates Final Plat; all five voting "Aye", motion passed.

20) CITY MANAGERS REPORT: There was not a City Manager's report as Mr. Albert said that he is working on restructuring it differently which will include every project going on in the city with an updated funding mechanism regarding each project so Council will know where each project is financially.

21) ADJOURN MEETING AT 6:40 P.M. THIS 14TH DAY OF NOVEMBER, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary Chumley
Mayor

SPECIAL CITY COUNCIL MEETING
NOVEMBER 27, 2023 AT 5:30 P.M.
COUNCIL CHAMBER, 110 NORTH 8TH STREET
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER SPECIAL CITY COUNCIL MEETING AT 5:30 P.M. THIS 27TH DAY OF NOVEMBER, 2023

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

CITY STAFF PRESENT: City Manager Scott Albert and City Secretary Wendy Cole

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

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.

There was no one from the public in attendance at this meeting.

5) 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, DESCRIBED IN EXHIBIT "A" HERETO 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 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. (2ND READING OF ORDINANCE NO. 2023-08) (SCOTT ALBERT)

City Manager Scott Albert asked if there were any questions. There was a brief discussion regarding the Old Pidcoke Road portion of the annexation and that the City would just be annexing the portion of the road adjacent to the Moreland property. The Interlocal Agreement with the County was also briefly discussed and Mr. Albert noted that the County is aware and had no issues with the annexation. Also discussed was that any resident's property (outside the city limits) that abuts the annexed right-of-way would be required to come to the City if they wished to have a driveway approach to access the road.

ORDINANCE 2023-08-02: Motion by Greg Casey, seconded by Meredith Rainer, to approve the second reading of Ordinance 2023-08 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,

SPECIAL CITY COUNCIL MEETING
NOVEMBER 27, 2023
PAGE 2

described in Exhibit "A" hereto 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 thereof); extending the boundary limits of the City so to include within the City's limits said annexed property and abutting County Road (Old Pidcoke Rd); 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; all six voting "Aye", motion passed.

6) ADJOURN MEETING AT 5:33 P.M., THIS 27TH DAY OF NOVEMBER, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary M. Chumley
Mayor

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

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER SPECIAL CITY COUNCIL MEETING AT 5:31 P.M. THIS 30TH DAY OF NOVEMBER, 2023

2) COUNCIL PRESENT: Mayor Gary Chumley, Councilmembers Barbara Burrow, Meredith Rainer, Greg Casey, Aaron Smith, and John Westbrook

ABSENT: Councilmember Joe Patterson

CITY STAFF PRESENT: City Manager Scott Albert and City Secretary Wendy Cole

OTHERS: Leo Corona and Gatesville Messenger Staff Writer, Kaylee Dusang

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

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.

No one from the public signed up to speak to the City Council.

5) 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, DESCRIBED IN EXHIBIT "A" HERETO 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 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. (3RD & FINAL READING OF ORDINANCE NO. 2023-08) (SCOTT ALBERT)

Mayor Chumley asked if there were any questions regarding the Ordinance on the third & final reading. There were no questions so Mayor Chumley asked for a motion.

ORDINANCE 2023-08-03: Motion by Greg Casey, seconded by Meredith Rainer, to approve the third and final reading of Ordinance 2023-08 annexing into the corporate limits of the City of Gatesville,

SPECIAL CITY COUNCIL MEETING
NOVEMBER 30, 2023
PAGE 2

Texas, 135.03 acres situated in the Willam 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 Rd,(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 (Old Pidcoke Rd); 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; all five voting "Aye", motion passed.

6) ADJOURN MEETING AT 5:33 P.M., THIS 30TH DAY OF NOVEMBER, 2023

ATTEST:

Wendy Cole
City Secretary

APPROVED:

Gary M. Chumley
Mayor



Consent Agenda: Resolution 2023-143

CITY COUNCIL MEMORANDUM

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

Agenda Item: Consider Resolution casting votes for the City of Gatesville’s candidate for the Coryell Central Appraisal District Board of Directors.

Information:

It is time for taxing units within the county to cast votes to appoint five members to the Coryell County Appraisal District Board (CCAD). Each taxing entity was entitled to nominate one to five candidates for the CCAD Board of Directors via resolution before October 15, 2023. The City of Gatesville nominated only one candidate, Andy James, at the October 10, 2023 Council meeting. Andy James has served on the CCAD Board since 2021 and has agreed to serve another term.

The Coryell Central Appraisal District is overseen by a board consisting of nine directors. Five directors are appointed by the taxing units, which include the city and school district, and they are selected every two years. Three directors are elected through a majority vote during the general election for state and county offices by the county's voters, while the county assessor-collector serves as an ex-officio director.

Traditionally, the city nominates a candidate in coordination with the school district. This approach ensures that when it is time to cast our votes, we do so cooperatively, intending to have at least one representative on the Coryell Central Appraisal District Board who can effectively advocate for the interests of the City of Gatesville and the School District. The School District cast all of their allotted 873 votes during their October School Board meeting to Andy James.

The City must return the ballot to the CCAD by December 15th, and the results will be announced before December 31st.

Staff Recommendation:

The staff recommends that the City Council cast City of Gatesville’s 221 votes to re-appoint Andy James to the Coryell Central Appraisal District Board of Directors.

Motion: I make a motion to approve Resolution 2023-140 casting the City of Gatesville's 221 votes for Andy James as a member to the Board of Directors of the Coryell Central Appraisal District Board of Directors.

Attachments:

- Resolution 2023-143 candidate ballot
- Ballot for the 2024 Election of CCAD Board of Directors.
- 2024 Election Calculation.

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



**CORYELL CENTRAL APPRAISAL DISTRICT
705 E. MAIN STREET
GATESVILLE, TX 76528**



**RESOLUTION BY THE GOVERNING BODY OF CITY OF GATESVILLE
TO VOTE ON CANDIDATES FOR APPOINTMENT TO THE BOARD OF DIRECTORS
OF THE CORYELL CENTRAL APPRAISAL DISTRICT**

WHEREAS, pursuant to Chapter 6 of the *Texas Property Tax Code*, City of Gatesville is authorized to nominate and vote on the appointment of a member or members to the Board of Directors of the Coryell Central Appraisal District ("Coryell CAD"); and

WHEREAS, pursuant to Section 6.03 of the *Texas Property Tax Code*, City of Gatesville may cast its votes for one or more of the candidates who have been nominated for appointment to the board of directors; and

WHEREAS, the Chief Appraiser has delivered a written ballot listing the candidates whose names were submitted for appointment to the Board of Directors to the Coryell CAD; and

WHEREAS, City of Gatesville has determined that it would be in the public interest to cast its votes for the following candidates for appointment to the board of directors of the Coryell CAD,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE City of Gatesville:

1. That the above recitals are true and correct.
2. That this Governmental Unit hereby casts the following votes for the candidate(s) for appointment to the board of directors of the Coryell CAD:

Candidate	Number of Votes

3. That it is officially found and determined that this meeting was open to the public as required by law, and that notice of the time, place and subject matter of this meeting has been posted in the manner required by law.

City of Gatesville

By: _____
(Presiding Officer Signature)

ATTEST:

By: _____
(Secretary Signature)



CORYELL CENTRAL APPRAISAL DISTRICT
705 E. MAIN STREET
GATESVILLE, TX 76528



Coryell Central Appraisal District Board of Directors
Ballot for 2024 Election

Candidate Name	Number of Votes
• Justin Carothers	_____
• Bradi Diaz	_____
• Inez Faison	_____
• Andy James	_____
• John Hale	_____
• Jay Manning	_____



CORYELL CENTRAL APPRAISAL DISTRICT
705 E. MAIN STREET
GATESVILLE, TX 76528



Coryell CAD
 2024 Board of Director
 Election Voting Calculation

As Of Supp 63

Jurisdiction	2022	% of Total Levy	% x 1000	Total Votes
Copperas Cove ISD	\$18,661,368	27.45%	274.46	1372
Coryell County	\$15,168,963	22.31%	223.10	1115
City of Copperas Cove	\$13,069,934	19.22%	192.23	961
Gatesville ISD	\$11,874,920	17.46%	174.65	873
City of Gatesville	\$2,998,480	4.41%	44.10	221
Central Texas College	\$1,996,499	2.94%	29.36	147
Oglesby ISD	\$1,183,076	1.74%	17.40	87
Jonesboro ISD	\$981,620	1.44%	14.44	72
Evant ISD	\$846,641	1.25%	12.45	62
Moody ISD	\$459,208	0.68%	6.75	34
Middle Trinity GCD	\$286,410	0.42%	4.21	21
Crawford ISD	\$152,390	0.22%	2.24	11
Evant City	\$88,799	0.13%	1.31	7
Clifton ISD	\$84,580	0.12%	1.24	6
City of McGregor	\$50,445	0.07%	0.74	4
City of Oglesby	\$47,576	0.07%	0.70	3
Lampasas ISD	\$24,486	0.04%	0.36	2
Valley Mills ISD	\$17,320	0.03%	0.25	1
TOTALS	\$67,992,714	100.00%	1000	5000

Votes Needed to Guarantee Election 5000/6 **834**



Consent Agenda: Resolution 2023-144

CITY COUNCIL MEMORANDUM

Date: December 12, 2023
To: Mayor & City Council
From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding Change Order No. 2 to the contract documents for the Mills Street Phase 2 Improvements Project No. 2-01657.

Information:

On May 9, 2023, the City Council awarded a contract to LC Paving & Construction for the installation of an 8-inch waterline along Mary Street, Barnes Street, and 18th Street. The project also encompasses the removal and replacement of the existing wastewater infrastructure along the project route, including the replacement of existing manholes. The responsibility for repaving the streets lies with the city.

The City Council approved the contract amount of \$661,645.00 on May 9, 2023.

Change Order No. 1 – Previously Approved:

On October 10, 2023, the City Council approved Change Order No. 1 for an additional \$18,285.00, increasing the contract amount to \$679,930.00. The change order authorized the contractor to remove an existing 6-inch wastewater line at the cost of \$7.50 per linear foot, install a 6-inch wastewater main at \$44.00 per linear foot, and remove trees along the wastewater main corridor at the cost of \$8,500. This results in a total change order amount of \$18,285. The city provided the pipe and a truck to remove the trees, and the city will assist in moving a portable shed placed within the wastewater main corridor.

Change Order No. 2 – Pending Approval:

This evening, the City Council will consider approving Change Order NO. 2 for \$27,200.00 to reconnect/install existing or new utility services.

- Reconnect existing water services: 4 reconnect at \$1,500 each = \$6,000.00.
- Reconnect existing wastewater services: 4 reconnect at \$1,500 each = \$6,000.00
- Provide water service with meter boxes to unserved lots: 12 lots at \$1,100 each = \$13,200.00
- Provide wastewater service to unserved lots: 2 lots at \$1,000 each = \$2,000.00

Change Order No. 2 will increase the contract amount to \$707,130.00.

Financial Impact:

Original Contract Amount	Change Order No. 1	Change Order No. 2	New Contract Amount
\$661,645.00	\$18,285.00	\$27,200.00	\$707,130.00

Description	Amount
LC Paving & Construction Contract which includes change orders 1-2.	\$707,130.00
Walker Partners – Engineering Contract for services	\$144,658.05
Total Project Costs with Change Orders	851,788.05
Expenditures paid in FY 22-23 budgets	-377,706.60
Funds required to complete the project in FY 24	474,081.45
Available CIP Funds for FY 24	635,305.00
Potential Surplus of funds at project completion	161,223.55

The Mill Street project is funded through existing utility revenues, and the Capital Improvement Program (CIP) budget for FY 24 allocates \$635,305.00 for this project. Assuming no additional change orders are necessary, the city should anticipate a surplus in the CIP budget of \$161,223.55 for the Mill Street project.

Staff Recommendation:

The staff recommends that the City Council approve Change Order No. 2, which would increase the LC Paving & Construction contract amount to \$707,130.00.

Motion:

I move to approve Change Order 2 increasing the contract amount to \$707,130.00.

Attachments:

Change Order 2.

Change Order

No. 2

Date of Issuance: November 15, 2023 Effective Date: November 15, 2023

Project: Mills Street Water & Wastewater Improvements Phase 2	Owner: City of Gatesville	Owner's Contract No.: N/A
Contract: Mills Street Water & Wastewater Improvements Phase 2		Date of Contract: July 25, 2023
Contractor: LC Paving & Construction, LLC		Engineer's Project No.: 2-01657

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

Description: As Requested by the City Staff, the following items were added to the Contractors Contract:

- Item 2.12 – Reconnect Existing Water Service – 4 Ea @ \$1,500.00/Ea = \$6,000.00
- Item 2.13 – Residential Water Service & Meter Boxes to unserved Lots – 12 Ea @ \$1,100/Ea = \$13,200.00
- Item 3.08 – Reconnect Residential Wastewater Service – 4 Ea @ \$1,500.00/Ea = \$6,000.00
- Item 3.09 – New Wastewater Service to Unserved Lots – 2 Ea @ \$1,000/Ea = 2,000.00
- Total Added to Contract = \$27,200.00

Attachments: (List documents supporting change):

Contractor has sent email request for Change Order No. 2 with Quantities (Copy Attached)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$661,645.00	Original Contract Times: Substantial completion (days or date): <u>140</u> Ready for final payment (days or date): <u>150</u> Calendar days
Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>1</u> : \$18,285.00	Increase from previously approved Change Orders No. <u>NA</u> to No. <u>1</u> : Substantial completion (days): <u>21</u> Ready for final payment (days): <u>21</u>
Contract Price prior to this Change Order: \$679,930.00	Contract Times prior to this Change Order: Substantial completion (days): <u>161</u> Ready for final payment (days): <u>171</u>
Increase of this Change Order: \$27,200.00	Increase of this Change Order: Substantial completion (days): <u>10</u> Ready for final payment (days): <u>101</u>
Contract Price incorporating this Change Order: \$707,130.00	Contract Times with all approved Change Orders: Substantial completion (days): <u>171</u> Ready for final payment (days): <u>181</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>11/20/2023</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>11/20/2023</u>
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Consent Agenda: Resolution 2023- 145

CITY COUNCIL MEMORANDUM

Date: December 12, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding an amendment to the interlocal agreement for developing a regional habitat conservation plan in Bell and Coryell counties.

Information:

Purpose for the Council Action:

In 2021, the City Council approved an Interlocal Agreement with multiple entities in Bell and Coryell Counties for the development of a Habitat Conservation Plan (HCP). This evening, the City Council will consider approving an amendment to the Interlocal Agreement related to the project's funding.

In 2021, the City Council allocated \$8,333.20 towards the development of the conservation plan. The amended interlocal agreement presented to the City Council this evening seeks to increase our initial allocation for the HCP to \$9,274.06, which covers Phases 2 and 3 of the cost-sharing programs.

Reason for Increased Funding:

In April 2023, Bell County received a grant award from the Federal Wildlife Services (FWS) totaling \$1,345,366, with the Federal share capped at \$1,000,000. As part of the interlocal agreement, the participating entities are contributing \$345,366 towards the grant award, either as cash or in-kind services. Initially, the entities committed to jointly fund \$250,000 for the conservation plan, with Gatesville contributing \$8,333.20 in cash. However, the total contribution for Phases 2 and 3 of the conservation plans has now risen to \$277,673.34, increasing Gatesville's contribution to \$9,274.06. This contribution will be divided between FY 23 and FY 24, with the city contributing \$4,637.03 in each fiscal year.

Purpose for the Conservation Plan:

On April 27, 2021, the Austin Ecological Office of the U.S. Fish & Wildlife Service (USFWS) informed the Bell County Judge that Bell County is a region of interest concerning Karst Invertebrates. They issued a report identifying potential habitats for endangered karst invertebrates in Bell County.

On August 24, 2021, the City Council received a briefing on karst invertebrates and Bell County's initiative to solicit proposals from consultants for the development of a Habitat Conservation Plan (HCP). This plan aims to mitigate the impacts of development on endangered species. The USFWS committed to funding 75% of the HCP's preparation costs. In 2021, Bell County sought assistance from other partners in the area to cover the remaining 25% of the HCP's expenses. It was anticipated that Coryell County would also receive notice from USFWS regarding its status as an area of concern for protecting karst invertebrates. In response, the City Council approved participation in an interlocal agreement to contribute to the development of a Habitat Conservation Plan for Bell and Coryell Counties.

Being proactive in developing a conservation plan is crucial for the region. Now that our region is of interest to the FWS, any proposed development (e.g., roads, manufacturing facilities, Fort Cavazos projects, etc.) can be halted due to the

identification of endangered species. By proactively creating a conservation plan for endangered species, we can minimize the impact on development and facilitate projects with minimal environmental delays. The HCP encourages continued regional development while offering additional funds to local landowners who participate in the plan based on habitat preservation.

Financial Impact:

For FY 23, the City has contributed \$4,637.03 towards our required allocation of \$9,274.06, with the remaining \$4,637.03 to be contributed towards HCP Phases 2 and 3 during FY 24.

Staff Recommendation:

The staff recommends that the City Council approve the amended interlocal agreement for the development of a regional Habitat Conservation Plan in Bell and Coryell Counties.

Motion:

I move to approve the amended interlocal agreement for the development of a Habitat Conservation Plan in Bell and Coryell Counties, increasing the City's financial contribution to \$9,274.06.

Attachments:

- Amended Interlocal Agreement.
- Fact sheet regarding Bell County & Coryell County Regional Habitat Conservation Plan.
- Fact sheet on Habitat Conservation Plans Under the Endangered Species Act.

**INTERLOCAL AGREEMENT TO DEVELOP A REGIONAL HABITAT
CONSERVATION PLAN IN BELL AND CORYELL COUNTIES**

This Interlocal Agreement ("Agreement") is made and agreed to by and among Bell County, Coryell County, Clearwater Underground Water Conservation District ("Clearwater UWCD"), Middle Trinity Groundwater Conservation District ("Middle Trinity GCD"), Killeen-Temple Metropolitan Planning Organization ("Killeen-Temple MPO"), City of Gatesville, City of Copperas Cove, City of Killeen, City of Harker Heights, City of Belton, City of Temple, the Village of Salado, and the Brazos River Authority (collectively, the "Parties" and, individually, a "Party"), for the purpose of creating the Karst Coalition to develop a regional habitat conservation plan ("RHCP") in Bell and Coryell Counties (the "Planning Area").

RECITALS

WHEREAS, Bell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, Coryell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, Clearwater UWCD is a groundwater conservation district and a body politic and corporate, created pursuant to Article XVI, Section 59 of the Constitution of Texas; operating pursuant to Chapter 8877 of the Texas Special District Local Laws Code, Chapter 36 of the Texas Water Code, and the applicable general laws of the State of Texas; and confirmed by the voters of Bell County in August 1999;

WHEREAS, Middle Trinity GCD is a groundwater conservation district and a body politic and corporate, created pursuant to Article XVI, Section 59 of the Constitution of Texas; operating pursuant to Chapter 8862 of the Texas Special District Local Laws Code, Chapter 36 of the Texas Water Code, and the applicable general laws of the State of Texas; and confirmed by the voters of Comanche and Erath Counties in May 2002, and later by the voters of Bosque County in May 2009, and the voters of Coryell County in November 2009;

WHEREAS, the City of Gatesville is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Copperas Cove is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Killeen, is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the Killeen-Temple Metropolitan Planning Organization (KTMPO) is a transportation policy-making body made up of representatives from local government and transportation entities in the area created under the Fixing America's Surface Transportation (FAST) Act § 1201; 23 U.S.C. 134 and the State of Texas

WHEREAS, the City of Harker Heights, is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Belton is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Temple is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the Village of Salado is a Type A general-law municipality created and operating pursuant to Article XI, Section 4 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the Brazos River Authority is a conservation and reclamation district, a river authority, and a body politic and corporate created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas; and the applicable general laws of the State of Texas;

WHEREAS, the Parties, each being a political subdivision, and either a county, special district, or municipality of the State of Texas, desire to enter this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code, and form the Karst Coalition;

WHEREAS, the purpose of this Agreement is to facilitate regional joint management, cooperation, and funding among and between the Parties and other stakeholders in and around the Planning Area in the development of an RHCP;

WHEREAS, the collective funding of an RHCP is intended to stimulate, encourage, and support development and conservation in and around the Planning Area, while supporting the Parties' potential future application for an incidental take permit under Section 10(a) of the Endangered Species Act ("ESA") in the event such a permit is required and desired;

WHEREAS, the Parties intend to request and receive a grant from the United States Fish and Wildlife Service ("FWS") in order to fund certain regional habitat conservation planning efforts, while providing a local match of no less than 25 percent of the funds awarded by FWS;

WHEREAS, the Parties will coordinate and manage the execution of the consultant services contract for the development of the RHCP, with Bell County, by agreement, taking the public lead, and each Party's designated representative having an equal vote on substantive decisions as described below; and

WHEREAS, the governing bodies of the Parties have each respectively determined for themselves that they have the authority to carry out the purposes and perform the tasks required of developing an RHCP, and accordingly have each approved and authorized the execution and performance of this Agreement;

NOW THEREFORE, in consideration of the promises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
AUTHORIZATION AND PURPOSE**

1.1 Authority and Purpose.

- (a) This Agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, and other applicable law, including Texas Parks and Wildlife Code Chapter 83.
- (b) The purpose of this Agreement is to set out the terms governing and the rights and duties respecting the Parties' coordination, development, administration, implementation, and funding of an RHCP.

**ARTICLE II.
CREATION OF COORDINATING COMMITTEE**

2.1 Creation and Purpose.

- (a) The Coordinating Committee is hereby created as of the Effective Date pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the Parties.
- (b) The Parties are authorized by state law to develop and implement an RHCP, and the Coordinating Committee is created to carry out those essential governmental purposes on.

2.2 Coordinating Committee Membership and Voting:

- (a) The Coordinating Committee shall consist of one (1) representative and one alternate appointed by the Executive Officer or officer's designee for the Party of each of the signatories to this Agreement.
- (b) The appointed members of the Coordinating Committee shall elect a Chair.
- (c) Members of the Coordinating Committee shall serve until the Party appoints a new member. No Party shall be represented by more than one appointed representative at a time. If a member of the Coordinating Committee is unable to attend a meeting, the Executive Officer or officer's designee for the Party may, in writing, appoint a voting alternate instead and be counted for quorum and voting purposes. Voting shall be 'one member, one vote' unless a member requests weighted voting based upon cost sharing allocations.

2.3 Coordinating Committee Meetings.

- (a) The Coordinating Committee shall meet periodically as necessary to fulfill the purpose of this Agreement.
- (b) Coordinating Committee meetings shall be scheduled to occur at a place and time determined in advance by the Coordinating Committee members.
- (c) The Coordinating Committee has adopted an Operating Framework governing the Coordinating Committee's meetings as prescribed by this Agreement.

2.5 Notice.

- (a) Written notice of each meeting of the Coordinating Committee must be delivered to each Coordinating Committee member. The notice must be delivered at least three (3) calendar days before a meeting by electronic mail, facsimile, or hand delivery.
- (b) Coordinating Committee meetings and notice are subject to the Texas Open Meetings Act, Chapter 551 and the Texas Public Information Act, Chapter 552 of the Texas Government Code.

**ARTICLE III.
DUTIES OF THE COORDINATING COMMITTEE**

3.1 General Powers. The Coordinating Committee has all of the powers of the Parties that are necessary and consistent with its duties set forth in this Agreement.

3.2 Principal Duties.

- (a) The Coordinating Committee is created and shall operate to carry out the purposes and goals of this Agreement, and particularly the planning, coordinating, and development, of an RHCP in the Planning Area.
- (b) In furtherance of this Agreement and the purposes set forth herein, the Coordinating Committee shall perform the following tasks:
 - (i) Represent their respective Parties regarding annual budgets, alternative funding sources, and other actions necessary to develop and implement an RHCP in the Planning Area;
 - (ii) Provide policy oversight regarding the development of an RHCP in the Planning Area, including coordinating with FWS; and
 - (iii) Coordinate among and between Parties and other stakeholders to identify future actions, duties, and roles of the Coordinating Committee, the Parties, and other stakeholders.

- (iv) Review this Agreement annually and recommend amendments to the Parties as necessary.

3.3 Administration.

- (a) Administration services for the Coordinating Committee shall be performed by the Administrator, who shall be designated by Bell County.
- (b) The Administrator serves as the Chief Administrative Officer to the Coordinating Committee. The Administrator's duties include, but are not limited to, the following:
 - (i) Coordinating activities and meetings of the Coordinating Committee;
 - (ii) Preparing and posting public notices in compliance with this Agreement and Texas Open Meetings Act, Chapter 551 of the Texas Government Code;
 - (iii) Keeping records, and preparing materials as may be needed for purposes of carrying out the scope of this Agreement;
 - (iv) Coordinating with the Selected Contractor as may be necessary throughout the development of an RHCP;
 - (v) Managing, tracking, and reporting on all budgets as described herein at Coordinating Committee meetings;
 - (vi) any and all other duties as may be assigned by the Coordinating Committee.

ARTICLE IV. PHASES 2 AND 3 BUDGET AND COST-SHARING SCHEDULE

4.1 Phases 2 and 3 Budget.

- (a) This, Section 4.1 of the Agreement shall remain in effect from the Effective Date until the expiration of one (1) calendar year, or until superseded by the adoption of a new or amended budget, whichever occurs first.
- (b) In April 2023, the Bell County (Applicant and on behalf of the Parties) received a grant award from FWS with a total award amount of one million, three hundred and forty-five thousand, and three hundred and sixty-six dollars (1,345,366), where the Federal share is not to exceed one million dollars. and no/100 (\$1,000,000.), and the Applicant share is three hundred and forty-five thousand, and three hundred and sixty-six dollars (\$345,366) or twenty-five and 67/100 percent (25.67%) which matches the Federal share with cash and in-kind services.

- (c) Parties agree to fund the budget for Phases 2 and 3 in FY2023 and FY 2024, which shall not exceed \$277,673.34, which includes the cash contribution of the Parties necessary to match the grant award from FWS, plus that balance needed for the Services Agreement executed between Blanton and Associates (now ICF International/Blanton and Associates) on January 10, 2022.
- (d) Each Party agrees to commit to cost participation under the cost sharing formula as set forth in Exhibit A. The parties may withdraw from this agreement by Voluntary Removal as described under Section 5.9 of this Agreement by providing written notice to the Administrator,
- (e) The Administrator shall maintain copies of this Agreement and retain copies of all invoices which shall be issued to the Parties foreach fiscal year in accordance with each ("Periodic Invoices") according to this Agreement(e) Parties shall pay Bell County as described in "Exhibit A" the amount of each invoice within 30 (thirty) days of receipt and shall make such payments from current revenues available to the paying party.
- (f) Bell County and the Clearwater Underground Water Conservation District shall account for its labor and direct expenses associated with administering the development of an RHCP in Bell and Coryell Counties. Bell County and the Clearwater Underground Water Conservation District will provide for this accounting for purposes of the Applicant share only as it relates to the allowance of in-kind services as part of the Applicant match requirement.

**ARTICLE V.
GENERAL PROVISIONS**

- 5.1 Recitals.** The recitals herein stated are correct, agreed upon, and hereby incorporated by reference and made a part of this Agreement.
- 5.2 Obligations of the Parties.** Parties agree to be bound by this Agreement, and to work in good faith toward achieving its purpose and the functions described herein.
- 5.3 Dissolution of the Coordinating Committee.** Any dissolution of the Coordinating Committee shall be effective only upon the expiration of the term of this Agreement or by amendment of this Agreement.
- 5.4 Termination.** Notwithstanding anything to the contrary within this Agreement, if at any time during the term of this Agreement, any Party defaults in the performance of any of the terms or conditions of this Agreement, the Administrator shall inform the Coordinating Committee of such Default by issuing a written notice to the Coordinating Committee members. The Coordinating Committee, upon receipt of such notice, shall (1) meet and may elect to provide a written notice after which the defaulting Party shall have 30 (thirty) days to cure or (2) remove the breaching Party from the Agreement by amendment.

- 5.5 **Amendment.** The Parties, and their respective designees, may propose an amendment to this Agreement. An amendment to this Agreement is adopted if the governing bodies of each of the Parties adopt the amendment and furnish the Administrator with certified copies of the adopting resolutions.
- 5.6 **Notices.** To be effective, any notice provided under this Agreement must be in writing and shall be deemed to have been received for all purposes upon the earlier to occur of by electronic means no later three (3) days of the pending meeting addressed as follows:

If to Bell County:
 Bell County Judge
 The Honorable David Blackburn
 P.O. Box 768
 Belton, TX 76513

If to Brazos River Authority:
 General Manager
 David Collinsworth
 P.O. Box 7555
 Waco, TX 76714

If to Coryell County:
 Coryell County Judge
 The Honorable Roger Miller
 800 E. Main St. Ste. A
 Gatesville, TX 76528

If to City of Gatesville:
 City Manager
 Scott Albert
 110 N 8th St.
 Gatesville, TX 76528

If to Clearwater UWCD:
 Scott Brooks
 Director Precinct 4
 P.O. Box 1989
 Belton, TX 76513

If to City of Copperas Cove:
 City Manager
 Ryan D. Haverlah
 P.O. Box 1449
 Copperas Cove, TX 76522

If to Middle Trinity GCD:
 Patrick Wagner
 General Manager
 930 North Wolfe Nursery Road,
 Stephenville, TX 76401

If to City of Killeen:
 City Manager
 Kent Cagle
 P.O. Box 1329 Killeen, TX 76540

If to City of Belton:
 City Manager
 Sam A. Listi
 P.O. Box 120
 Belton, TX 76513

If to City of Harker Heights:
 City Manager
 David Mitchell
 P.O. Box 2518
 Harker Heights, TX 76548

If to Killeen-Temple Metropolitan
 Planning Organization:
 Planning & Regional Services
 Division Director
 Uryan Nelson
 P.O. Box 729
 Belton, Texas 76513

If to City of Temple:
 City Manager
 Brynn Myers
 P.O. Box 207
 Temple, TX 76503

If to the Village of Salado:
 Donald P. Ferguson, Village Admin.
 P.O. Box 219
 Salado, TX 76571

- 5.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and shall be fully enforceable in Bell County or Coryell County.
- 5.8 **Formal Matters.** The relationship between the Parties under this Agreement shall be that of independent contractors, and not that of partners, joint ventures, or any other relationship. This Agreement sets out the entire agreement of the Parties in connection with the subject matter addressed herein and may be modified or amended only in accordance with Section 5.4 of this Agreement.
- 5.9 **Voluntary Removal.** At any time, a Party at its own discretion may deem it is in its own best interest to voluntarily terminate its participation in this Agreement, provided however that such notice is delivered not less than either 30 days prior to the filing of the grant application, or 30 days prior to the grant application deadline, whichever is earlier. Such termination shall be effective 30 (thirty) days after the terminating Party delivers written notice of termination to the other Parties. The Parties shall have no additional liability to one another for termination under this section.
- 5.10 **Prior Agreements Superseded.** This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.
- 5.11 **Assignment.** No Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Parties. Any attempt to assign without such approval shall be void.
- 5.12 **Construction.** In case any one or more of the provisions contained herein shall be held to be for any reason invalid, illegal, or unenforceable in any respect, the remaining provisions of the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision, or by reason of the status of the respective Parties.
- 5.13 **Legal Compliance.** Parties, their officials, employees, designees, and agents shall comply with all applicable federal, state, and local laws and ordinances related to the work and services performed under this Agreement.
- 5.14 **Force Majeure.** No Party shall be responsible for delays or lack of performance by such entity or its officials, employees, designees, or agents that result from acts beyond that Party's reasonable control, including acts of God, strikes or other labor disturbances, pandemics or epidemics, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to accommodate the delay.

5.15 **Multiple Counterparts.** This Agreement may be executed in separate identical counterparts by the Parties and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

5.16 **Not Third Party Beneficiary.** The terms and provision of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.


EXECUTED to be effective on the date signed by every Party, the latest of which shall be the Effective Date.

COUNTY OF BELL

By: 
David Blackburn
County Judge


Date: August 9, 2023

COUNTY OF CORYELL

By: 
Roger Miller
County Judge

Date: Aug 9, 2023

**CLEARWATER UNDERGROUND
WATER CONSERVATION DISTRICT**

By: 
Scott Brooks
Director Precinct 4

Date: AUGUST 4, 2023

**MIDDLE TRINITY GROUNDWATER
CONSERVATION DISTRICT**

By: 
Patrick Wagner
General Manager

Date: 8/11/2023

CITY OF GATESVILLE

By: _____
Scott Albert
City Manager

Date: _____

CITY OF COPPERAS COVE

By: 
Ryan D. Haverlah
City Manager

Date: 08/15/2023

CITY OF KILLEEN

By: Kent Cagle Digitally signed by Kent Cagle
Date: 2023.08.15 16:33:05
+05'00'
Kent Cagle
City Manager

Date: 8/15/2023

CITY OF HARKER HEIGHTS

By: David Mitchell
David Mitchell
City Manager

Date: 8/10/23

CITY OF BELTON

By: Sam A. Listi
Sam A. Listi
City Manager

Date: 08/03/2024

CITY OF TEMPLE

DocuSigned by:
By: Brynn Myers
Brynn Myers
City Manager

Date: 11/27/2023 | 10:35 AM CST

VILLAGE OF SALADO

By: Donald P. Ferguson
Donald P. Ferguson
City Manager

Date: 08/12/2023

KILLEEN-TEMPLE MPO

DocuSigned by:
By: Uryan Nelson
Uryan Nelson
Planning & Regional Services Director

Date: 08/23/2023

BRAZOS RIVER AUTHORITY

By: David Collinsworth
David Collinsworth
General Manager

Date: 10/3/2023

Exhibit A
Cost Allocation

Each party to this agreement agrees to the following cost allocation for their respective entity for Phases 2 & 3:

<u>Tier I Entities</u>	<u>FY 2023</u>	<u>FY 2024</u>
Bell County	\$17,355.00	\$17,355.00
Coryell County	\$17,355.00	\$17,355.00
Clearwater UWCD	\$17,355.00	\$17,355.00
Brazos River Authority	\$17,355.00	\$17,355.00
<u>Tier II Entities</u>		
City of Killeen	\$11,557.88	\$11,557.88
City of Temple	\$11,557.88	\$11,557.88
City of Copperas Cove	\$11,557.88	\$11,557.88
City of Harker Heights	\$11,557.88	\$11,557.88
<u>Tier III Entities</u>		
City of Belton	\$4,637.03	\$4,637.03
City of Gatesville	\$4,637.03	\$4,637.03
Village of Salado	\$4,637.03	\$4,637.03
Middle Trinity GCD	\$4,637.03	\$4,637.03
Killeen-Temple MPO	\$4,637.03	\$4,637.03
TOTAL	\$138,836.67	\$138,836.67

* Fiscal Year is defined as October 1 through September 30.

The cost allocation formula is based upon:

- 4 entities (Bell County, Coryell County, Clearwater UWCD, and Brazos River Authority) paying 50% of the grant match requirement plus the balance for consultant Services Agreement. These entities are designated as 'Tier I' entities. (\$138,840.00 for Phases 2-3)
- 4 entities (cities of Killeen, Temple, Copperas Cove, and Harker Heights) paying two-thirds of one-half of the grant match requirement plus the balance for consultant Services Agreement. remaining after the Tier I entities cost share is deducted. (\$92,463.04 for Phases 2-3).
- 5 entities (cities of Belton, Gatesville, Village of Salado, Middle Trinity GCD, and Killeen-Temple MPO) paying one-third of one-half of the grant match requirement plus the balance for consultant Services Agreement. remaining after the Tier I entities cost share is deducted. (\$46,370.30 for Phases 2-3).
- All thirteen entities are participating in phases 1-3 (with Phases 2 and 3 described above) in FY2023 & FY2024 with a decision point at the conclusion of phase 3. Those entities remaining for phases 4-6 are obligated for a final balance in the amount of \$138,836.37 in a cost allocation formula yet to be determined.



Bell County & Coryell County Regional Habitat Conservation Plan

Bell County, Coryell County, and several regional partners are working together to develop a Regional Habitat Conservation Plan (RHCP) for Bell and Coryell counties to balance economic development and resource conservation by protecting habitat for federally listed species in these two counties. Communities in these two counties are concerned about balancing management of population growth and development activities with conservation of several endangered and threatened species. Current and future development activities in the two counties over the next 30 years have the potential to impact federally listed species

The purpose of the RHCP is to authorize “take” of federally listed species in Bell and Coryell counties through the issuance of an Incidental Take Permit (ITP) and to provide for conservation measures (e.g., habitat protection) to offset the impact on federally listed species.

A successful RHCP will directly improve the ability of the region to sustain these vital economic drivers of the local economy without costly delays related to compliance with the ESA and will provide certainty in the future.

Bell County will serve as the contracting entity for the RHCP and will collaborate with the members of the Coordinating Committee in developing the RHCP. The Coordinating Committee consists of the following 13 regional partners who have entered into an interlocal agreement to collaborate on the development of the RHCP:

- Bell County
- Coryell County
- Clearwater UWCD
- Brazos River Authority
- City of Killeen
- City of Temple
- City of Copperas Cove
- City of Harker Heights
- City of Belton
- City of Gatesville
- Village of Salado
- Middle Trinity GCD
- Killeen -Temple MPO

To help fund development of the RHCP, Bell County will submit a proposal to the Texas Parks & Wildlife Department (TPWD) and U.S. Fish & Wildlife Service (USFWS) for a Fiscal Year 2022 Cooperative Endangered Species Conservation Fund grant for habitat conservation planning assistance. **If Bell County is successful in obtaining this grant, these funds will be used for development of an RHCP that is informed by both trusted science and stakeholder involvement and input.** The RHCP and issuance of the ITP are scheduled to be completed in 3.5 years, with the process beginning in January 2023 and estimated to be completed by June 2026.

What is a Habitat Conservation Plan?

An HCP is the primary planning document required to obtain an incidental take permit (ITP) under Section 10(a)(2)(A) of the ESA. This section of the ESA is intended to foster “creative partnerships between the public and private sectors and among governmental agencies in the interest of species and habitat conservation.” A non-federal entity can obtain an ITP if its activities cause take of an endangered or threatened wildlife species. An HCP describes how take will be minimized and mitigated, and how the HCP is to be funded over the life of the project. RHCPs in Texas are subject to the requirements of Chapter 83 of the Texas Parks and Wildlife Code, which include the use of a citizens advisory committee and biological advisory team. The Bell County RHCP will be a planning tool that protects listed species through the integration of land use planning, interagency coordination, and habitat conservation.

“Take” means “To harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect a species, or attempt to engage in any such conduct.”



This region is home to multiple species that are federally listed as threatened or endangered or are proposed for such listing, as well as numerous candidate species and several species with potential to become listed in the future. The overall approach of the RHCP will be comprehensive, so that listed and non-listed species would benefit from the conservation strategies. Species of focus for this regional plan include the golden cheek warbler, salamanders, monarch butterfly, karst invertebrates and freshwater mussels.

For more information on the RHCP project please contact **Project Manager - Dirk Aaron** by phone (254)-933-0120 or email daaron@cuwcd.org.



Habitat Conservation Plans Under the Endangered Species Act

Introduction

Why should we save endangered species? Congress answered this question in the introduction to the Endangered Species Act of 1973 (Act), recognizing that endangered and threatened species of wildlife and plants “are of esthetic, ecological, educational, historical, recreational, and scientific value to the Nation and its people.”

After this finding, Congress said that the purposes of the Act are “. . . to provide a means whereby the ecosystems upon which endangered species and threatened species depend may be conserved [and] to provide a program for the conservation of such . . . species. . . .” Habitat Conservation Plans (HCPs) under section 10(a)(1)(B) of the Act provide for partnerships with non-Federal parties to conserve the ecosystems upon which listed species depend, ultimately contributing to their recovery.

What are HCPs?

HCPs are planning documents required as part of an application for an incidental take permit. They describe the anticipated effects of the proposed taking; how those impacts will be minimized, or mitigated; and how the HCP is to be funded.

HCPs can apply to both listed and nonlisted species, including those that are candidates or have been proposed for listing. Conserving species before they are in danger of extinction or are likely to become so can also provide early benefits and prevent the need for listing.

Who needs an incidental take permit?

Anyone whose otherwise-lawful activities will result in the “incidental take” of a listed wildlife species needs a permit. The U.S. Fish and Wildlife Service (FWS) can help determine whether a proposed project or action is likely to result in “take” and whether



John Czekier/USFWS

The endangered California tiger salamander is among the listed species included in the East Contra Costa County Habitat Conservation Plan.

an HCP is needed. FWS staff can also provide technical assistance to help design a project to avoid take. For example, the project could be designed with seasonal restrictions on construction to minimize disturbance to a species.

What is the benefit of an incidental take permit and habitat conservation plan to a private landowner?

The permit allows the permit-holder to legally proceed with an activity that would otherwise result in the unlawful take of a listed species. The permit-holder also has assurances from the FWS through the “No Surprises” regulation.

What is “take”?

The Act defines “take” as “. . . to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.” “Harm” includes significant habitat modification that actually kills or injures a listed species through impairing essential behavior such as breeding, feeding, or sheltering.

Section 9 of the Act prohibits the take of endangered and threatened species. The purpose of the incidental take permit is to exempt non-Federal permit-holders—such as States and private landowners—from the prohibitions of section 9, not to authorize the activities that result in take.

What do habitat conservation plans do?

In developing habitat conservation plans, people applying for incidental take permits describe measures designed to minimize and mitigate the effects of their actions—to ensure that species will be conserved and to contribute to their recovery.

Habitat conservation plans are required to meet the permit issuance criteria of section 10(a)(2)(B) of the Act:

- (i) taking will be incidental;
- (ii) the applicant will, to the maximum extent practicable, minimize and mitigate the impacts of the taking;

- (iii) the applicant will ensure that adequate funding for the plan will be provided;
- (iv) taking will not appreciably reduce the likelihood of the survival and recovery of the species in the wild; and
- (v) other measures, as required by the Secretary, will be met.

What needs to be in HCPs?

Section 10 of the Act and its implementing regulations define the contents of HCPs. They include:

- an assessment of impacts likely to result from the proposed taking of one or more federally listed species.
- measures that the permit applicant will undertake to monitor, minimize, and mitigate for such impacts, the funding available to implement such measures, and the procedures to deal with unforeseen or extraordinary circumstances.
- alternative actions to the taking that the applicant analyzed, and the reasons why the applicant did not adopt such alternatives.
- additional measures that the Fish and Wildlife Service may require.

HCPs are also required to comply with the Five Points Policy by including:

1. biological goals and objectives, which define the expected biological outcome for each species covered by the HCP;
2. adaptive management, which includes methods for addressing uncertainty and also monitoring and feedback to biological goals and objectives;
3. monitoring for compliance, effectiveness, and effects;
4. permit duration which is determined by the time-span of the project and designed to provide the time needed to achieve biological goals and address biological uncertainty; and
5. public participation according to the National Environmental Policy Act.

What are “No Surprises” assurances?

The FWS provides “No Surprises” assurances to non-Federal landowners through the section 10(a)(1)(B)

process. Essentially, State and private landowners are assured that if “unforeseen circumstances” arise, the FWS will not require the commitment of additional land, water, or financial compensation or additional restrictions on the use of land, water, or other natural resources beyond the level otherwise agreed to in the HCP without the consent of the permit-holder. The government will honor these assurances as long as permit-holders are implementing the terms and conditions of the HCPs, permits, and other associated documents in good faith. In effect, the government and permit-holders pledge to honor their conservation commitments.

Are incidental take permits needed for listed plants?

There are no Federal prohibitions under the Act for the take of listed plants on non-Federal lands, unless taking those plants is in violation of State law. However, the FWS analyzes the effects of the permit on listed plant species because section 7 of the Act requires that issuing an incidental take permit may not jeopardize any listed species, including plants. In general, it is a good idea to include conservation measures for listed plant species in developing an HCP.

What is the process for getting an incidental take permit?

The applicant decides whether to seek an incidental take permit. While FWS staff members provide detailed guidance and technical assistance throughout the process, the applicant develops an HCP and applies for a permit. The components of a completed permit application are a standard application form, an HCP, an Implementation Agreement (if applicable), the application fee, and a draft National Environmental Policy Act (NEPA) analysis. A NEPA analysis may result in a categorical exclusion, an environmental assessment, or an environmental impact statement.

While processing the permit application, the FWS prepares the incidental take permit and a biological opinion under section 7 of the Act and finalizes the NEPA analysis documents. Consequently, incidental take permits have a number of associated documents.

How do we know if we have listed species on our project site?

For assistance, check with the appropriate State fish and wildlife

agency, the nearest FWS field office, or the National Marine Fisheries Service (NMFS), for anadromous fish such as salmon.

What kinds of actions are considered mitigation?

Mitigation measures are actions that reduce or address potential adverse effects of a proposed activity on species included in an HCP. They should address specific conservation needs of the species and be manageable and enforceable. Mitigation measures may take many forms, including, but not limited to, payment into an established conservation fund or bank; preservation (via acquisition or conservation easement) of existing habitat; enhancement or restoration of degraded or a former habitat; establishment of buffer areas around existing habitats; modifications of land use practices, and restrictions on access. Which type of mitigation measure used for a specific HCP is determined on a case by case basis, and is based upon the needs of the species and type of impacts anticipated.

What is the legal commitment of a HCP?

Incidental take permits make binding the elements of HCPs. While incidental take permits have expiration dates, the identified mitigation may be in perpetuity. Violating the terms of an incidental take permit may constitute unlawful take under section 9 of the Act.

Who approves an HCP?

The FWS Regional Director decides whether to issue an incidental take permit, based on whether the HCP meets the criteria mentioned above. If the HCP addresses all of the requirements listed above, as well as those of other applicable laws, the FWS issues the permit.

What other laws besides the Endangered Species Act are involved?

In issuing incidental take permits, the FWS complies with the requirements of NEPA and all other statutes and regulations, including State and local environmental/planning laws.

Who is responsible for NEPA compliance during the HCP process?

The FWS is responsible for ensuring NEPA compliance during the HCP process. However, if the Service does not have sufficient staff resources, an applicant may, within certain limitations, prepare the draft NEPA

analysis. Doing so can benefit the applicant and the government by expediting the application process and permit issuance. In cases like this, the FWS provides guidance, reviews the document, and takes responsibility for its scope, adequacy, and content.

Does the public get to comment on our HCP? How do public comments affect our HCP?

The Act requires a 30-day period for public comments on applications for incidental take permits. In addition, because NEPA requires public comment on certain documents, the FWS operates the two comment periods concurrently. Generally, the comment period is 30 days for a Low Effect HCP, 60 days for an HCP that requires an environmental assessment, and 90 days for an HCP that requires an environmental impact statement. The FWS considers public comments in permit decisions.

What kind of monitoring is required for a HCP, and who performs it?

Three types of monitoring may be required: compliance, effectiveness, and effects. In general, the permit-holder is responsible for ensuring that all the required monitoring occurs. The FWS reviews the monitoring reports and coordinates with the permit-holder if any action is needed.

Does the Fish and Wildlife Service try to accommodate the needs of HCP participants who are not professionally involved in the issues?

Because applicants develop HCPs, the actions are considered private and, therefore, not subject to public participation or review until the FWS receives an official application. The FWS is committed to working with people applying for permits and providing technical assistance throughout the process to accommodate their needs.

However, the FWS does encourage applicants to involve a range of parties, a practice that is especially valuable for complex and controversial projects. Applicants for most large-scale, regional HCPs choose to provide extensive opportunities for public involvement during the planning process. Issuing permits is, however, a Federal action that is subject to public review and comment. There is time for such review during the period when the FWS reviews the information. In addition, the FWS solicits public involvement and review, as well as requests for additional information during the scoping process when an EIS is required.

Are independent scientists involved in developing an HCP?

The views of independent scientists are important in developing mitigation and minimization measures in nearly all HCPs. In many cases, applicants contact experts who are directly involved in discussions on the adequacy of possible mitigation and minimization measures. In other cases, the FWS incorporates the views of independent scientists indirectly through their participation in listing documents, recovery plans, and conservation agreements that applicants reference in developing their HCPs.

How does the FWS ensure that species are adequately protected in HCPs?

The FWS has strengthened the HCP process by incorporating adaptive management when there are species for which additional scientific information may be useful during the implementation of the HCP. These provisions allow FWS and NMFS to work with landowners to reach agreement on changes in mitigation strategies within the HCP area, if new information about the species indicates this is needed. During the development of HCPs, the FWS and NMFS discuss any changes in strategy with landowners, so that they are aware of any uncertainty in management strategies and have concurred with the adaptive approaches outlined.

What will the FWS do in the event of unforeseen circumstances that may jeopardize the species?

The FWS will use its authority to manage any unforeseen circumstances that may arise to ensure that species are not jeopardized as a result of approved HCPs. In the rare event that jeopardy to the species cannot be avoided, the FWS may be required to revoke the permit.

How can I obtain information on numbers and types of HCPs?

Our national HCP database displaying basic statistics on HCPs is available online from our Habitat Conservation Planning page at <https://ecos.fws.gov/ecp/report/conservation-plans-type-region>.

**U.S. Fish and Wildlife Service
Ecological Services Program
5275 Leesburg Pike
Falls Church, VA 22041
703-358-2171
<http://www.fws.gov/endangered>**

October 2021

OTHER BUSINESS AGENDA ITEM # 9

CITY COUNCIL MEMORANDUM

DATE: DECEMBER 12, 2023

TO: MAYOR & CITY COUNCIL

FROM: LAUREN MORRELL, GATESVILLE EXCHANGE CLUB BOARD MEMBER

**AGENDA ITEM: GATESVILLE EXCHANGE CLUB GAZEBO PROJECT
PRESENTATION**

**RECOMMENDATION: THE CITY COUNCIL APPROVE THE DONATION OF A GAZEBO
IN HONOR OF RONNIE VISS**

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES

Funding for the gazebo project will be provided by the Gatesville Exchange Club for the initial price to build. Additional costs of upkeep and repair may be necessary for the city or if the gazebo may need to be moved to an alternate location. Projected cost of the Ronny Viss Gazebo are as follows:

- Metal \$7,500
- Wood (Cedar) \$5,000

Prices do not include a concrete pad and may need to be discussed and planned for based on location.

BACKGROUND

The Gatesville Exchange Club is celebrating its 40th year in the city of Gatesville. As such, the club would like to give back to the city through a lasting project that the citizens of Gatesville can enjoy for years to come. Additionally, in 2021 the Gatesville Exchange Club lost one of its own Ronnie Viss. Ronnie was an active member of the Gatesville Exchange Club and the community of Gatesville for many years. He served as a City Council member from November 2011 to November 2019, five years of which he acted as the Mayor Pro-Tem. In honor of his legacy and in conjunction with the 40th year celebration, the Gatesville Exchange Club felt it only appropriate to honor his memory through the Ronny Viss Gazebo Project.

ANALYSIS OF ISSUES

The Gatesville Exchange Club is requesting approval to proceed with its plan to begin fund raising for the Ronnie Viss Gazebo Project. The fund raising will occur throughout the year until approximately June 2024. Upon completion of the fund-raising period, or once the funding requirements are met, the Exchange Club will consult with the City of Gatesville to receive further coordination of the Gazebo.

OBSTACLES TO IMPLEMENTATION

Currently the city is in the process of revitalization of the parks in Gatesville. Due to this, the originally proposed area for the Ronnie Viss Gazebo may no longer be an option. In the interim period of the park assessments, the Gatesville Exchange Club would like to begin fund raising and have the ability meet with the city at a later date on the final location. This will allow the City of Gatesville to have a better idea of how the parks will be utilized and where the best location for the Gazebo should be.

ADDITIONAL ORGANIZATION INVOLVEMENT

Currently the Gatesville Exchange Club reached out to the GISD Construction Technology class with the potential to work on the Ronnie Viss Gazebo project as part of a community engagement initiative. It is the hope of the club that such engagement will spark more opportunities for the youth of Gatesville to get involved in similar projects moving forward.

ATTACHMENTS

Attachment 1: Picture of Ronnie Viss, Gazebo honoree.



Attachment 2: Write Up for Ronnie Viss Gazebo

RONNIE VISS TRIBUTE

Ronnie was a man that placed God first, Emily and his family second and then his work, which he considered his ministry. Ronald Cornelius Viss was born on July 25, 1976, in Phoenix, Arizona to Guy Viss and Doris Rosson Viss. Ronnie's early years were spent tending the family's dairy in Muleshoe, Texas before moving to central Texas. Ronnie graduated from Dublin High School in 1995 and continued to work on the family dairy before going to college.

Ronnie had a heart for the Lord at an early age. He first started in the ministry at Cottonwood Baptist Church in Dublin, while he was in high school. He later became the youth minister in Ranger and considered being in the ministry full time. His God-given gifts were compassion and service. His ministry for God was fulfilled by his work with families in the funeral service industry. He pursued that passion and devoted his professional life to helping others in their time of need. He attended Ranger Jr. College and worked for Edwards Funeral Home in Ranger. Ronnie moved to Irving, Texas, and worked at Donnelly's Colonial Funeral Home while attending the Dallas Institute of Funeral Service, where he graduated in 1999. He worked in the funeral business in the Dallas area for a few years.

Ronnie married Stephanie Collard in 1999. They were blessed with the birth of Emily Jean Viss on December 10, 2000. Ronnie and Stephanie divorced in 2002. From that point on, Ronnie devoted himself to being a single father. Ronnie moved to Gatesville in 2003 and joined the staff at Scott's Funeral Home. He became a very active member of the community and developed many deep friendships over the years, but his daughter was his person. He made it a priority to spend every other weekend with Emily. Ronnie showed Emily the world with trips to see family in Oklahoma, Arizona, California and Indiana. They enjoyed cruises, road trips, and blueberry pancakes on Saturday morning. They served together on many mission trips with First Baptist Church of Gatesville. Ronnie taught Emily the importance of faith and family.

He was involved in the First Baptist Church of Gatesville for many years: as a deacon, president of the choir, royal ambassador director, hosting Disciple Now at his home for the youth, chairman of the finance committee, and in whatever capacity that he was asked to serve. Ronnie was also a member of the Exchange Club of Gatesville where he served as secretary and served two terms as president. He had also served on the Boys and Girls Club Advisory Board in Gatesville, for six years. Ronnie served on the City Council in Gatesville for eight years and was mayor pro-tem most of his term. He was a past president and current president of the morning Exchange Club in Copperas Cove. He was very actively involved in the Coryell County Child Welfare Board. Ronnie made serving those around him a priority in his life. Ronnie was a current member of the First Baptist Church of Copperas Cove and had a deeply rooted faith, passion, and commitment to Jesus Christ. He could often be found manicuring his lawn and flowerbeds to perfection. He loved life and he lived it to the fullest whether it was being on the lake, traveling, or eating good food. He was happiest with being surrounded by the people that he loved, and he loved deeply. Friends became family in Ronnie's world.

Ronnie fulfilled his life-long dream of owning his own funeral home when he became the sole owner of Viss Family Funeral Home in 2020. He finally found his soulmate in Heather in August of 2019, they had planned to be married on July 16, 2022.

Attachment 3: Example Gazebo





Other Business: Agenda Item # 10

CITY COUNCIL MEMORANDUM

Date: December 12, 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.

Because of several Council absences at the November meeting the appointment of the Mayor-Pro-Tem was deferred to this 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 #11:

CITY COUNCIL MEMORANDUM

Date: December 12, 2023
To: Mayor & City Council
From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding the second reading of Ordinance No. 2023-07 amending the code of ordinances at Chapter 18, "Fees," by amending section 18-1, "Fee Schedule" and repealing Solid Waste Fees and adopting 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:

- Ord. 2023-07 regarding "Fees" amendment to "Fees Schedule"
- WM Rate Schedule

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.

CITY OF GATESVILLE, TEXAS
ORDINANCE NO. 2023-07

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS AMENDING THE CODE OF ORDINANCES AT CHAPTER 18, "FEES," BY AMENDING SECTION 18-1, "FEE SCHEDULE" WITH REGARD TO SEWER RATE FEES FOR TEXAS DEPARTMENT OF CRIMINAL JUSTICE, AND SOLID WASTE FEES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gatesville has set forth its master fee schedule in Chapter 18 of the Code of Ordinances of the City; and

WHEREAS, the City Council, from time to time, amends various portions of that master fee schedule to comply with changing laws and circumstances; and

WHEREAS, City staff has recommended, and the Council finds it to serve the general welfare of the City to amend the City's master fee schedule (1) to add sewer rate fees related to Texas Department of Criminal Justice, and (2) to repeal and replace solid waste fees;

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

SECTION 1. The Code of Ordinances of the City of Gatesville, Texas is hereby amended at Chapter 18, "Fees," by amending Section 18-1 "Fee Schedule" by repealing in its entirety the fees for "Solid Waste" and replacing it with the fees set forth in Exhibit "A", attached hereto and incorporated herein by this reference, with the amendment and fees provided by this Section 2 of this Ordinance to be effective February 1, 2024.

SECTION 2. The Code of Ordinances of the City of Gatesville Texas is hereby amended at Chapter 18, "Fees," by amending Section 18-1 "Fee Schedule" at "Monthly Water and Sewer Rates" by repealing and replacing the fixed and volumetric monthly rates for sewer services for the Texas Department of Criminal Justice to read in its entirety as follows: "Sewer service for the Institutional/Texas Department of Criminal Justice Units per connection:

"TDCJ

Base monthly charge \$389.65 Per 1,000 Gal \$3.01

TDCJ bills are based on 100% of monthly metered sewer flows

SECTION 3. All ordinances, orders and resolutions heretofore passed and adopted by the City Council of the City of Gatesville, Texas are hereby repealed to the extent said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or work in this Ordinance or application thereto any person or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. This Ordinance shall become effective from and after the date of its passage in accordance with law.

The foregoing Ordinance No. 2023-07 was read the first time and passed to the second reading this 14th day of November, 2023.

The foregoing Ordinance No. 2023-07 was read the second time and passed to the third reading this 12th day of December, 2023.

The foregoing Ordinance No. 2023-07 was read the third time and was passed and adopted as an Ordinance to the City of Gatesville, Texas, this 9th day of January, 2024.

CITY OF GATESVILLE, TEXAS

By: _____
Gary Chumley, Mayor

ATTEST:

Wendy Cole, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, Special Counsel

EXHIBIT A

City of Gatesville 2/1/2024 FOR THE CUSTOMER TAB								
RESIDENTIAL RATES NO FF								
Residential Rates	\$21.56	Included: Trash 1X per week-carts/ Recy EOW-carts/ Bulk 1X per month per cart trash and recycle						
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						
BB 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 Toters)	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)								
	FREQUENCY PER WEEK							
Container Size / Type	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							
Lock Bar, MONTHLY	\$10.46							
Casters MONTHLY	\$10.46							
Redelivery Charge for non payment **	N/A							
Snapshot Charge	N/A							
TEMPORARY SERVICE								
6 Yard Temp ***	N/A	*** Temporary Service Includes delivery, rental and removal, and disposal						
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	*Compactor Rate Does Not Include Rental (Choose one and delete the other)						
Lock Bar, MONTHLY	N/A	*Compactor Rate Includes Rental						
Casters	N/A							
Redelivery Fee for non payment	N/A							
Gate or Enclosure Fee	N/A							
Snapshot Charge	N/A							
Additional Charge	N/A							

FOR THE CUSTOMER

N/A								
Size	1x	2x	3x	4x	5x	6x	7x	XPU
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)	\$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								
<i>City is exempt from fees, environmental and RRC charges</i> City of Gatesville FOLTS 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								



OTHER BUSINESS AGENDA ITEM # 12

CITY COUNCIL MEMORANDUM

Date: December 12, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding a resolution declaring athletic field lights, including the poles and fixtures, as well as the Civic Center sign located on the eastern side of the Gatesville Complex, as surplus property and for providing direction on the proper disposition of this surplus property.

Information:

Tonight, the City Council will consider authorizing the City Manager to dispose of surplus property. The items for consideration are as follows:

- Twenty-four (24) light poles and one hundred seven (107) light fixtures, previously used on three of the Gatesville Complex baseball fields.
- The large Civic Center marque sign situated on the eastern side of the Gatesville complex. A photograph of the sign proposed for removal is attached to this memorandum.

Surplus Property Disposal:

In August, the City Council granted approval for the replacement of the lighting systems on the following three athletic fields: Bob Arnold, James Box, and Chuck Hyles. These outdated lighting systems have since been replaced with state-of-the-art Musco lighting systems. Consequently, we are now faced with the need to dispose of the 24 light poles and 107 light fixtures that were previously in use on these fields. Below you will find staff's recommendation on disposing of the outdated lighting systems.

- **Phase I - Disposal of 24 light poles and 32 light fixtures:**
TTG Utilities of Gatesville has expressed interest in acquiring 8 of the light poles and 32 fixtures in exchange for their services in removing and disposing of the large Civic Center marquee sign on the eastern side of the Gatesville Complex. In October staff requested quote from Gribble Construction for removing and disposing of the Civic Center sign which was for \$3,000. Given the opportunity to dispose of a few athletic field lights and poles in exchange for the removal and disposal of the Civic Center sign at no cost is a cost-saving opportunity for the city.
- **Phase II – Disposal of 75 light fixtures:**
For the remaining surplus property, staff recommends listing it for sale on the GovDeals website. If the property does not sell, the City Manager would be authorized to dispose of it through any lawful means, including sale, trade, exchange, donation, or disposal and in the event the property is not sold the City Manager is authorized to dispose of the property by any lawful means. Lawful means being the sale, trade, exchange, donation, or disposal (i.e., throwing it in the trash).

Financial Impact:

N/A

Staff Recommendation:

The staff recommends that the City Council approve the attached resolution, which authorizes the disposal of the surplus property.

Motion:

I move to declare 24 light poles and 107 light fixtures from the athletic fields of the Gatesville Sports Complex as surplus property and authorize the city manager to dispose of the property.

Attachments:

- A photograph of the Civic Center sign proposed for removal.
- A quote from a vendor for the removal of the Civic Center sign.
- A resolution declaring property surplus outlining the disposal of the surplus property.





GRIBBLE CONSTRUCTION

- since 1982 -

5215 FM 1829

GATESVILLE, TX 76528

DOZERMAC@GMAIL.COM

(254) 865-3402

Type	Amount	Rate	Total
Civic center Sign Demo	1		\$2,500
Take apart in operational order	1		\$500
Total			\$3,000

Notes: Bid to demo and remove the Civic Center sign at the East entrance on Veteran Memorial Dr and Hwy 84. This Bid includes taking the sign down and removing from site. The poles will be cut off below the ground and covered with dirt. This price does not include digging up sign pole bases. (Please note if you would like for us to try to keep sign in operational order. We can try to take it apart piece by piece if possible)

A RESOLUTION OF THE CITY OF GATESVILLE, TEXAS

RESOLUTION NO. 2023-148

**A RESOLUTION OF THE CITY OF GATESVILLE, TEXAS,
DECLARING CERTAIN CITY PROPERTY SURPLUS AND DIRECTING
THE DISPOSITION THEREOF; PROVIDING FOR A SEVERABILITY
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council recognizes that in the normal course of providing municipal services, the City will exhaust the useful life of its capital equipment and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

WHEREAS, the City is currently in the process of replacing athletic field lights, including poles and fixtures, on three City baseball fields and has previously replaced a large marquee sign used to advertise events at the civic center, and

WHEREAS, the 24 light poles and 107 light fixtures being replaced and large marquee sign do not contribute to providing municipal services and need to be removed from City inventories or storage and disposed of as surplus; and

WHEREAS, the City Council has determined that declaring this property as surplus and directing its disposition is in the best interest of the City of Gatesville;

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

SECTION 1. The City Council declares the property described as 24 existing light poles and 32 existing light fixtures being replaced on three of the City's baseball fields as surplus property (hereinafter, the "lighting surplus property") and further declares the old large marquee sign previously used to advertise civic center events to be surplus property (hereinafter the "sign surplus property") and authorizes the City Manager to transfer ownership of the lighting surplus property to TTG Utilities, Inc., of 231 Memorial Drive in Gatesville Texas in exchange for TTG Utilities, Inc.'s removal and disposal of the sign surplus property at TTG Utilities, Inc.'s sole expense. Failing disposition in this manner, the City Manager is authorized to dispose of said property by any lawful means, at his discretion.

SECTION 2. The City Council declares the property described as another 75 existing light fixtures being replaced on three of the City's baseball fields as surplus property and authorizes the City Manager to dispose of said property by listing it for sale on the GovDeals

website and, in the event such property is not sold by that means, then by the City Manager is authorized to dispose of said property by any lawful means, at his discretion.

SECTION 3. All resolutions of the City of Gatesville heretofore adopted which are in conflict with the provisions of this Resolution be, and the same are hereby repealed, and all resolutions of the City of Gatesville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Gatesville, Texas, this the ____
Day of December, 2023.

APPROVED:

GARY CHUMLEY, MAYOR

ATTEST:

WENDY COLE, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, SPECIAL COUNSEL
4889-8922-1268, v. 1



Other Business Agenda Item 13

CITY COUNCIL MEMORANDUM

Date: December 12, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding the use of Federal Emergency Management Agency (FEMA) Grant funds for improvements at the Faunt Le Roy Park or construction of a new park.

General Information:

In 2018, the city experienced a significant rainfall event, receiving over nine inches of rain from October 13th through October 19th. Consequently, a section of the embankment in Faunt Le Roy Park being suffered damaged.

In 2020, Gatesville retained LJA Engineering to conduct a damage assessment of the embankment. LJA's analysis estimated the cost of repairing Faunt Le Roy Park's riverbank to be approximately \$1,360,727. Subsequently, the city requested funding from FEMA to repair the embankment, and FEMA agreed to provide the city with a grant based on LJA's cost assessment. However, the City decided not to accept FEMA's fixed-cost offer for repairs to the embankment and instead opted to allocate the funds towards an "alternate project." This decision was based on the belief that restoring the area would not effectively address the underlying issue, which is the ongoing risk of flooding due to the park's location in FEMA's designated floodway hazard zone.

July 11, 2023 Council Meeting:

On July 11, 2023, Rene Ochoa and Seth Phillips provided an update to the City Council on the Alternate Park project. **The purpose of this update was to seek guidance from the City Council on whether to utilize the FEMA funds for constructing the alternate park across from the recreation center or repairing the embankment at Faunt Le Roy Park.**

The City Council requested further details to address the following two questions:

1. After speaking to FEMA, what is the status of the current request?
2. What is the impact on the project if the course is changed?

- On August 4, 2023, Rene received an email from TDEM stating that FEMA categorizes the proposed new park as an “Improved Project” rather than an “Alternate Project.” The city initially submitted the new park to FEMA as an Alternate Project. Therefore, if the decision is made to proceed with the new park, it will need to be resubmitted as an “Improved Project,” which could take 3-4 months to review.
- On August 18, 2023, an email from TDEM informed that if the city chooses to proceed with the new park, it will only receive \$918,491.35 from FEMA, as opposed to the original \$1,020,545.94 earmarked for Faunt Le Roy Park.
- Additionally, on August 04 ,2023, an email from TDEM was sent to Rene, stating that the city can proceed immediately with improvements to Faunt Le Roy Park, FEMA’s approved Scope of Work.

October 10, 2023 Council Meeting:

Based on the new information mentioned above, the council needed to decide if they wanted to continue with building a new park or proceed with improvements to the embankment in Faunt Le Roy Park.

If Council wanted to proceed with building a new park:

1. The project must be resubmitted as an “Improved Project” to FEMA, with a review period of 3 to 4 months.
2. The city will experience a funding reduction of approximately \$102,000.

However, if the council chose to repair the embankment at Faunt Le Roy Park:

1. An approved Scope of Work is already in place, and work can commence immediately.

On October 10, the City Council did not decide on which project they wanted to proceed with. The City Council was concerned if we proceed with improvements to the embankment in the Faunt Le Roy Park how well would those repairs hold up to future flooding events. The one item everyone did agree on is that more than likely whichever project is selected the construction cost would be more than what was originally estimated.

Council wanted further information on how well the repairs if made to the embankment would sustain future flooding events.

December 12, 2023 Council Meeting:

This evening, staff will present information to the council on how we can address their concerns regarding the proposed repairs if made to the Faunt Le Roy Park embankment would hold up during future flooding events.

After the October 10th council meeting, staff reached out to Freese & Nichols (FNI) to conduct an initial assessment of the proposed improvements to the Faunt Le Roy Park embankment. Below is a summary of FNI’s general review:

The damage assessment prepared by LJA captures the needed repairs, however no conceptual or schematic drawings were available for review that relate to the materials and associated quantities. Therefore, it was difficult for FNI to provide a judgement as to how well the repairs would hold up to future flood events. However, the LJA report did calculate velocities of the river being less than 7 feet per second during a 100-year flood event. These velocities are low enough that bank stabilization repairs should be feasible to develop a resilient solution, but the extent of these repairs may need to extend beyond the limits of the proposed LJA improvement. FNI further stated while the proposed repairs can be successful, sometimes it is necessary to make improvements beyond the damaged area to provide long-term stability the Council is seeking.

The City Council may consider moving forward with an assessment that looks beyond the proposed LJA repairs to provide a more comprehensive evaluation of the risks and potential solutions to protect the entire park. The objective would be not only to instill confidence in the resilience of FEMA repairs but also to examine the broader river reach and the potential for future damage in other locations or that could threaten the repairs.

If the Council deems it necessary and believes that additional analyses will aid in making an informed decision, FNI recommends conducting a feasibility study for additional embankment repairs and a geomorphic assessment of the Leon River around the park. Understanding the historic movement of the river (geomorphic assessment) is valuable in predicting future erosion damage and this understanding would inform where streambank improvements should start and stop.

The results of a feasibility study with a conceptual design and geomorphic assessment could assist the Council in determining the viability of proceeding with embankment repairs proposed by LJA, if additional work would be needed for long-term stability, or abandon the park.

Below is the budget for conducting the feasibility study and geomorphic assessment. The cost of the study would be covered by

Task	Budget
Task 1: Project Management, Client Meetings, Quality Management (4 months)	\$ 9K
Task 2: Data Collection and Geomorphic Assessment (desktop eval, field visit)	\$ 13K
Task 3: Conceptual Design Development (3 alts), Cost Estimates and Feasibility Study Report	\$ 27K
Total	\$ 49K

It is important to note that the standard performance period of utilizing FEMA funds is typically three years. These funds were awarded to the city on June 5, 2020. I have requested an extension which has been granted until 12/20/23. FEMA is waiting on guidance from the city council wishes regarding how they wish to proceed before considering any further extensions.

Financial Impact:

New Park

75% Federal Funding \$918,491.35

25% Local Match \$442,236.00*

Faunt Le Roy Park

75% Federal Funding \$1,020,545.00

25% Local Match \$340,181.00*

* It is important to note that the final cost for either project chosen by the City Council may exceed the listed amount, leading to an increase in the city's match funding.

If the council decides to perform the feasibility study and geomorphic study to aid in making their decision on whether to proceed with improvements to the river bank the cost to the city will be \$49,000.

Recommendation:

The City Manager and Director of Planning recommend that the City Council proceed with the Faunt Le Roy Park embankment improvements.

Motion:

I move to authorize the City Manager to execute a service agreement with Freese & Nichols to perform a feasibility study and geomorphic assessment on the Leon River embankment improvements in Faunt Le Roy Park.

Attachments:

- December 7, 2023, memorandum from FNI regarding their initial assessment of the Faunt Le Roy Park Leon River Bank protection.

Staff Contacts:

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

Seth Phillips, Director of Parks & Recreation sphillips@gatesvilletx.com

Scott Albert, City Manager – salbert@gatesvilletx.com

December 7, 2023

**Scott Albert
City Manager
City of Gatesville
110 N. 8th Street
Gatesville, Texas 76528**

Re: Initial Assessment at Faunt Le Roy Park for Leon River Bank Protection

Dear Mr. Albert,

Freese and Nichols Inc. (FNI) has reviewed the following documents:

- FEMA Form 90-91 Subgrant Application (Damage Form 276510; Faunt Le Roy Park Road Washout, dated 2-25-2019),
- Leon Riverbank Protection proposal between City and LJA Engineering (dated 12/20/2019)
- Leon River Bank Protection Technical Memorandum by LJA Engineering (memo dated 3/2/2020),
- A response letter from LJA Engineering to FEMA (dated 3/27/2020)

These documents are attached for reference, and we offer the following recommendations.

- Determine if the FEMA grant is still open or if it has expired. The Damage Form states FEMA awarded the grant on 6/5/2020 so we recommend confirming it is still available as the typical performance period is 3 years.
- Since three years have passed since the repair options were developed, complete a site inspection to assess if the proposed repair solutions and cost assumptions are still appropriate. This will provide the City a better understanding of their financial commitment for repairs.
- FEMA limits the footprint and scope of the project they will fund to the extent noted in the Damage Form. While those limited repairs can be successful, sometimes it is necessary to make improvements beyond the damaged areas to provide the long-term stability the Council is seeking.
- Provide a repair between Section 4 (South 7th Street) and Section 3 (Loop Road) as shown in the response letter. Photos in the technical memorandum suggest this region of river embankment is tall, steep and lacks a robust riparian corridor which makes the region prone to erosion, rapid shifts in shape and further erosion damage. Connecting Section 3 to Section 4 would provide additional protection to the park, increase the resiliency of Section 4's repair and perhaps save the City money by avoiding future repair work.
- If it exists, review FEMA's reply to the response letter to understand if FEMA accepted the proposed deviation from using sheet pile for the river embankment repair which was described in the Damage Form (Scope of Work number 276511). In the response letter, gabion baskets were proposed.

Based on the information available at this time we can offer the following thoughts:

- The technical memorandum recommended repair of the embankment starting near the park entrance at 7th street down to the Camp Site #6 picnic structure. We agree with LJA that the additional embankment repair is necessary to ensure access to the park. Using the GPS points in the Damage Form (on page 4) it appears the Damage Form only included embankment repairs in the primary reach (the memorandum's Figure 3 is pasted below). This means additional resources (outside the Damage Form's award) will be needed to achieve City Council's desire for long term stability and access to the park.
- Since FEMA will pay for work within the physical limits stated in the Damage Form so, Council could leverage this resource and consider moving forward with an assessment that looks beyond the FEMA repair to provide a broader picture of the risks and potential solutions to protect the entire park. The goal would not only be to provide confidence the FEMA repairs would be resilient, but also to look at the broader river reach and potential for future damage in other locations or that would threaten the repairs.
- The technical memorandum appears to be the final deliverable for the LJA Engineering proposal with the City. The memorandum recommends additional repair work beyond what is listed in the Damage Report. FNI recommends developing a feasibility study with conceptual design for the additional repair and a geomorphic assessment of the Leon River around the park. Understanding the historic movement of the river (geomorphic assessment) is helpful in predicting future erosion damage and this understanding would inform where streambank improvements should start and stop.

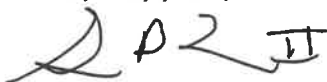
For example, we looked at the 2004 and 2022 aerial photographs to compare the general position of the river banks over time (see attached figures). We noted the outside bank, directly off the point of the park, has migrated 20-feet to the east between these years. Similar observations were made at other meanders (bends in the river) upstream and downstream of the park. As meanders migrate and tighten, rivers will eventually adjust their course to maintain flow and sediment transport. This usually occurs by the river cutting off and abandoning the meander.

Results of the feasibility study and geomorphic assessment could help the Council determine if it makes sense to move forward with these repairs alone, if additional work would be needed for long-term stability (potentially outside the FEMA scope), or to abandon the park.

As noted, this may be something LJA has done as part of their original analyses and is documented outside of the FEMA specific funding request.

We know this is a complicated decision and there are lots of things to consider. We would be happy to jump on a call to discuss this if you have any questions or just want to brainstorm different options.

Very truly yours,



George D. Fowler, P.E., CFM
Senior Project Engineer
Freese and Nichols, Inc.

Attachments**Figures**

- FEMA Form 90-91 Subgrant Application (Damage Form 276510; Faunt Le Roy Park Road Washout, dated 2-25-2019),
- Leon Riverbank Protection proposal between City and LJA Engineering
- Leon River Bank Protection Technical Memorandum by LJA Engineering
- A response letter from LJA Engineering to FEMA

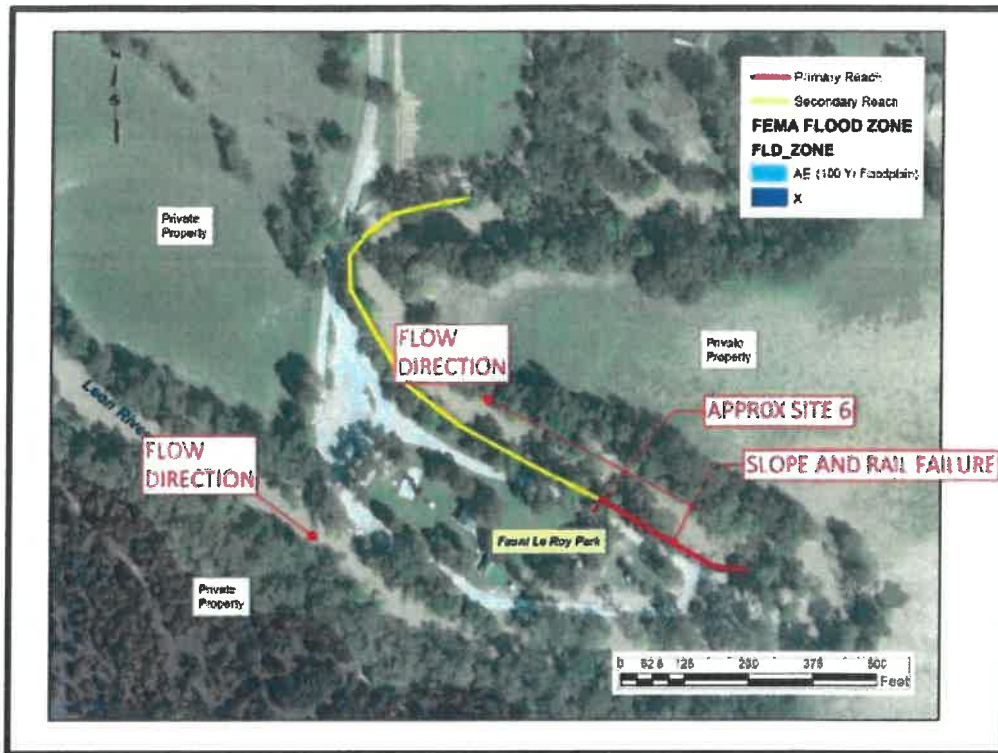


Figure 1: Aerial photo showing Faunt Le Roy Park. The estimated cost of repairing the primary reach's embankment was included in the Damage Form. The repair of the secondary reach's embankment was not.



Figure 2: 2022 Aerial photo with the tops of the left and right embankments drawn.



Figure 3: 2004 Aerial photo with Figure 2's tops of left and right embankment superimposed. The river has moved away from the park notably between 2004 and 2022. Similar findings were noted at other meanders (bends in the river) near the park.

**FEMA Form 90-91 Subgrant Application (Damage Form 276510;
Faunt Le Roy Park Road Washout, dated 2-25-2019)**

PA-06-TX-4416-PW-00451(0) P	
Applicant Name:	Application Title:
GATESVILLE	88221 - Faunt Le Roy Park Embankment and Road Washout
Period of Performance Start:	Period of Performance End:
02-25-2019	08-25-2020

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4416-PW-00451(452)	06-05-2020

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET**

DISASTER	PROJECT NO.	PA ID	DATE	CATEGORY
FEMA 4416 - DR -TX	88221	NO. 099-29168-00	03-06-2020	G
APPLICANT: GATESVILLE			WORK COMPLETE AS OF: 03-06-2020 : 0 %	
Site 1 of 2				
DAMAGED FACILITY:			COUNTY: Coryell	
Damage #276510; Faunt Le Roy Park Road Washout				
LOCATION:			LATITUDE:	LONGITUDE:
PA-06-TX-4416-PW-00451(0): South 7th St Gatesville TX 76528			31.42511	-97.74833
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS:				
PA-06-TX-4416-PW-00451(0): The Disaster #4416DR, which occurred between 9/10/2018 and 11/2/2018, caused:				
Damage #276510; Faunt Le Roy Park Road Washout				
General Facility Information:				
Facility Type: Roads (No Culverts)				
Facility: Faunt Le Roy Park Road ,South 7th St Gatesville TX				
Facility Description: South 7th Street Road				
Approx. Year Built: 1960				
Location Description: South 7th St Gatesville TX 76528				
Road Type: Chip and Seal				
GPS Latitude/Longitude: 31.42511, -97.74833				
Width (ft): 20				
Number of Lanes: 1				

General Damage Information:

Date Damaged: 10/20/2018

Cause of Damage: Leon River flooded and Road Washout Area Chip seal and Limestone Base.

Road Damage:

Site 1 - (Start): 31.42511, -97.74833; (End): 31.42483, -97.74768:

Surface, 504.4444 SY of Chip & Seal, 227 FT long x 20 FT wide, Leon River flooded and Road Washout Area Chip seal and Limestone Base, 0% work completed.

Site 1A - (Start): 31.42511, -97.74833; (End): 31.42483, -97.74768:

Base, 84.0741 CY of Lime Rock Base , 227 FT long x 20 FT wide x 6 IN thick, Leon River flooded and Road Washout Area Chip seal and Limestone Base. , 0% work completed.

Site 2 - GPS: 31.42507, -97.74819:

Guard Rail, Metal Guard Rail , 72 FT long, Leon River flooded and Road Washout Area , 0% work completed.

Site 3 - GPS: 31.42524, -97.74859:

6in Wooden Post , 5 each of 6in x 65in Wooden Post - 29in above Grade 36in below Grade, 6in Wooden Poast, Heavy rains and flooding washed over Leon river embankment and damaged existing 6in wooden post and metal cable., 0% work completed.

Site 3A - GPS: 31.42524, -97.7485:

Metal Cable, 1/2" Metal Cable , 50 FT long, Heavy rains and flooding over Leon river embankment damaging existing Wooden post with 1/2in metal cable through post. , 0% work completed.

Site 4 - (Start): 31.42511, -97.74833; (End): 31.24283, -97.74768:

Striping, 4in White Striping on damaged asphalt pavement. Once repair of asphalt , Re-striping will have to be done., 227 FT long x 4 IN wide, Heavy rains and flooding washed over Leon River embankment damaging asphalt pavement with 4in white striping, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4416-PW-00451(0):
276510 Faunt Le Roy Park Road Washout

Work to be completed:

The applicant will utilize contracts to bring the Faunt Le Roy Park Road Washout back to pre-disaster design, capacity and function within the existing footprint.

Road Damage:

Site 1

A.Replace 504.4444 SY of Chip & Seal.

Site 1A

A.Replace 84.0741 CY of Lime Rock Base, including but not limited to:

Compaction

Site 2

A.Remove and replace 72 LF of Metal Guard Rail, including but not limited to:

Wooden posts

Concrete

Site 3

A.Remove and replace 5 Wooden Posts, including but not limited to.

Concrete

Drilling holes in posts

Site 3A

A.Remove and replace 50 LF of 1/2" metal cable and posts.

Site 4 (GPS Start: 31.42511, -97.74833; End: 31.42483, -97.74768)

A.Restripe 227 LF x 4 IN of damaged asphalt pavement, including but not limited to.

Scarify 3333 SY of Asphalt

Replace 278 CY of Aggregate Base Course

Replace 3333 SY of Chip & Seal Double Lift

Work to be Complete Total: \$ 78,484.19

Project Notes:

1. All estimates for work to be completed were generated using RS Means online version 8.7. See the attachment labeled ST 88221 TX Estimate -Validation.xlsx

2.The final resting place for building, equipment and road trash is expected to be at Leon River Waste Plant 1100 College St., Gatesville, TX 76528. GPS: 31.430264°, -97.745409°. Any final/revised location(s) will be provided by the applicant.

3."All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contactor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout. "

4.The DDD and SOW do not match due to a method of repair. See EEI.

5. The Applicant hired a professional Engineering firm to develop a scope and cost for the work described in the DDD. The differences between the engineering scope and cost verses the DDD is the methods of repair and good construction practices.

6. This project has met the large project threshold, therefore a CEF was produced. See attachment labeled ST 88221 TX CEF.

7. The Applicant's Engineering estimate includes the work that is in DI #276510 and DI #276511.

Current Version:

Site 2 of 2

DAMAGED FACILITY:

Damage #276511; Faunt Le Roy Park - Embankment

COUNTY: Coryell

LOCATION:

PA-06-TX-4416-PW-00451(0):
South 7th St. Gatesville Faunt Le Roy Park

LATITUDE:
31.42511

LONGITUDE:
-97.74833

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4416-PW-00451(0):
Damage #276511; Faunt Le Roy Park - Embankment

General Facility Information:

Facility Type: Parks, Cemeteries, and Recreational Facilities

Facility: Faunt Le Roy Park - Embankment

Facility Description: Dirt Embankment

Approx. Year Built: 1960

Location Description: South 7th St. Gatesville Faunt Le Roy Park

Start GPS Latitude/Longitude: 31.42511, -97.74833

End GPS Latitude/Longitude: 31.42483, -97.74768

General Damage Information:

Date Damaged: 10/20/2018

Cause of Damage: Heavy rains and flooding caused severe erosion on south bank of Leon River, In Faunt Le Roy Park next to asphalt walking trail

Facility Damage:

Site 1 - (Start): 31.42511, -97.74833; (End): 31.42483, -97.74768:

Dirt Embankment , 1,681 CY of South embankment on Leon River, 227ft long x 20ft wide x 20depth (45o angle /2), Heavy rains and flooding caused severe erosion on south bank of Leon River, In Faunt Le Roy Park next to asphalt walking trail, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4416-PW-00451(0):
276511 Faunt Le Roy Park - Embankment

Work to be completed:

The applicant will utilize contracts to bring the Faunt Le Roy Park Road Washout back to pre-disaster design, capacity and function within the existing footprint.

Facility Damage:

Site 1

A Replace 1,681 CY of Dirt Embankment including but not limited to:

Compaction

Replace 2963 CY of Compacted Unclassified Fill

Replace 990 LF of H-Beam Piling

Replace 8300 LF of Sheet Steel Piling

Replace 7 CY of Compacted Aggregate Base Course

Replace 44 SY of Chip & Seal Double Lift

Replace 2963 CY of Compacted Structural Excavation

Replace 30 LF of Steel Plate Beam Guardrail

Replace 1 LS of Signage

Replace 1 LS of Pole and Cable Fencing

Work to be Complete Total: \$ 584,633.42

CEF Total: \$ 1,282,243.73

Project Total: \$ 1,360,727.92

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			

Work To Be Completed					
1	9001	Contract	1/LS	\$ 78,484.19	\$ 78,484.19
2	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 1,282,243.73	\$ 1,282,243.73
				TOTAL COST	\$ 1,360,727.92
PREPARED BY Eugene Greenberg		TITLE PDMG	SIGNATURE		
APPLICANT REP. William Parry		TITLE City Manager	SIGNATURE		

[View Application](#)

March 27, 2020

Mr. William Parry, City Manager
City of Gatesville
110 North 8th Street
Gatesville, TX 76528

Re: Disaster Recovery for Faunt Le Roy Park under FEMA-4416-DR
LJA Project No. 1164-1001

Dear Mr. Parry:

The attached information is provided in response to FEMA's request for a description and cost estimate of repairs to Faunt Le Roy Park necessitated by the October 2018 flood event (designated federal disaster FEMA-4416-DR). Additional background is available in LJA's previous Technical Memorandum on the subject dated March 2, 2020.

LJA remains open for business at this point in the Covid-19 crisis. We are available to answer questions and coordinate with you and FEMA as needed. Under the circumstances, please do not hesitate to call my cell number, 512.422.0998, at any time.

Regards,



W.L. "Bill" Worsham, PE
Director of Coastal Engineering

Attachments: Damage Description and Dimensions
Scope of Repairs
Engineer's Opinion of Probable Construction Cost

Faunt Le Roy Park
City of Gatesville, Texas
FEMA-4416-DR
Prepared March 27, 2020
W.L. "Bill" Worsham, PE
LJA Engineering, Inc.

Damage Description and Dimensions

During the incident period the City of Gatesville experienced severe storms and flooding. Overland flooding from local creeks and rivers caused damage to local roadways and water crossings. The Leon River experienced channel bank soil erosion and numerous slope failures. Faunt Le Roy Park includes camp sites, restroom building, walking trails, picnic areas, open space, and a Frisbee golf course. The park contains a ½ mile loop road around the park perimeter along the Leon River bank. The park occupies a peninsula of land on the inside of a 180-degree bend in the Leon River channel. The Applicant owns and maintains the park.

The descriptions below are listed in order from upstream to downstream location along the Leon River, counterclockwise around the park perimeter. These descriptions relate only to the river bank and adjacent infrastructure. The central parking area and other facilities located within the perimeter of the loop road are not the subject of this investigation.



Section 1, Camp Site #6

The camp site includes a picnic area on a concrete curtain wall foundation adjacent to the Leon River Bank. River bank erosion, slope failure, and soil loss caused by the subject flooding removed supporting soil beneath the curtain wall foundation and resulted in an unstable bank slope. A new crack parallel with the river bank (and not parallel to the road edge or centerline) and at a location consistent with global slope failure of the river bank was caused in the loop road pavement. The crack location is consistently at an approximate 1h:1v slope from the toe of the channel bank.

- Length 60 FT
- Picnic Structure Foundation Soil Loss
- Loop Road Subgrade Failure
- Leon River Bank Slope Failure/Soil Loss 1 CY/FT

Section 2, Leon River Bank and Loop Road Catastrophic Damage

The Leon River bank exhibited previous slope failure that had not reached the loop road. The subject flooding and subsequent rapid drawdown of river water levels caused new slope failure and soil loss undermining and displacing/removing existing road pavement and limestone subgrade material. The landward horizontal extent of the damage is consistent at an approximate 1h:1v slope from the toe of the Leon River channel bank.

- Length 200 FT
- Foundation Soil Loss, Catastrophic Subgrade and Pavement Loss
- Guardrail Catastrophic Damage
- Leon River Bank Slope Failure and Soil Loss 1 CY/FT

Section 3, Leon River Bank Damage and Loop Road Progressive Damage

The Leon River bank segment immediately downstream of the catastrophic damage area in Section 2 also experienced the same cycle of flooding and rapid drawdown without catastrophic damage to the loop road. However, a deep crack emerged in the loop road pavement consistent with the surface expression of a geotechnical slope failure surface associated with channel bank slope failure. The landward horizontal location of the observed deep crack is consistently at an approximate 1h:1v slope from the toe of the Leon River channel bank, and is parallel to the river bank but not parallel with the road edge or centerline.

- Length 600 FT
- Loop Road Subgrade Failure
- Leon River Bank Slope Failure and Soil Loss

Section 4, South 7th Street Culvert Crossing

A drainage inlet structure collects surface runoff on the west side of 7th Street near the Faunt Le Roy park entrance and directs it into a culvert beneath 7th Street to an outlet in the adjacent Leon River bank. Site evidence shows the inlet structure was overwhelmed by surface drainage such that surface flows crossed 7th Street and flowed down the Leon River bank alongside the culvert outlet causing bank erosion adjacent to the outlet. South 7th Street provides the only access to Faunt Le Roy Park.

- Length 100 FT
- Leon River Bank Surface Erosion/Soil Loss
- Leon River Bank Slope Failure
- South 7th Street Culvert Outlet foundation damage

Proposed Scope of Work

The descriptions below summarize the work required to restore the described infrastructure to pre-disaster conditions. The required scope of repairs to the loop road, picnic area, and guardrail are self-evident. The appropriateness of inclusion of a rock gabion gravity structure along the channel bank is perhaps less obvious and worthy of a reasoned justification as follows:

Prior to the subject flood disaster, the Leon River Channel bank was in short-term equilibrium in regard to slope stability. The subject flooding, likely including erosional soil loss, along with the subsequent rapid drawdown of the water level in the Leon River created global slope instability at multiple locations as described above. This instability activated failure surfaces beneath the road pavement and parallel to the river bank, whereby large blocks of earth on the river side of the surface either slid downward (creating vertical dislocations) or rotated toward the river (creating cracks).

Restoring river bank stability and the road pavement now requires that the existing failure surface and/or crack be addressed in the scope of repair. The scope below addresses the crack by proposing a gravity structure of rock gabions rising from the toe of the river channel bank to provide lateral support to the landward soil mass to check further movement. This approach has the dual advantage of also addressing potential undermining scour of the river bank toe.

The actual details of this approach will require geotechnical data collection, surveying, and detailed design. This scope and related engineer's opinion of probable construction cost are necessarily based on reasonable assumptions and estimates based on current, limited information but informed by the engineer's recent experience with similar situations.

Estimated quantities for scope items described below may be found in the attached Engineer's Opinion of Probable Construction Cost.

Section 1, Restore River Bank Stability at Camp Site #6 and Repair Adjacent Loop Road

- Length 60 FT
- Clear and grub channel bank; grade toe foundation and temporary slope in preparation for stone placement
- Place bedding stone, scour apron, and armor stone in gabion containment system
- Place select fill to lines and grades
- Remove pavement to 15 FT landward of existing edge of pavement
- Prepare subgrade
- Install pavement

Section 2, Restore River Bank Stability and Replace Loop Road Catastrophic Damage

- Length 200 FT
- Clear and grub channel bank; grade toe foundation and temporary slope in preparation for stone placement
- Demolish and remove damaged guardrail
- Place bedding stone, scour apron, and armor stone in gabion containment system
- Place select fill to lines and grades
- Remove pavement, full 20 FT width of loop road
- Prepare subgrade
- Install pavement
- Replace guardrail

Section 3, Restore River Bank Stability and Repair Loop Road

- Length 600 FT
- Remove post and cable barrier as necessary
- Clear and grub channel bank; grade toe foundation and temporary slope in preparation for stone placement
- Place bedding stone, scour apron, and armor stone in gabion containment system
- Place select fill to lines and grades
- Remove pavement, full 20 FT width of loop road
- Prepare subgrade
- Install pavement
- Replace post and cable barrier

Section 4, Restore River Bank Stability and Repair Culvert Outlet

- Length 100 FT
- Clear and grub channel bank; grade toe foundation and temporary slope in preparation for stone placement
- Place bedding stone, scour apron, and armor stone in gabion containment system
- Place select fill to lines and grades

Faunt Le Roy Park
Engineer's Opinion of Probable Construction Cost
FEMA-4416-DR
Prepared 3/27/2020 by W.L. "Bill" Worsham, PE
LJA Engineering, Inc.
All unit prices include materials and installation

Item	Description	Quantity	Unit	Unit Price	Cost	
	Section 1, Camp Site #6 (see narrative descriptions)					
1	Earthwork/grading in preparation for river bank armor	60	CY	\$ 15.00	\$	900.00
2	Bedding stone	20	TON	\$ 150.00	\$	3,000.00
3	Armor stone with gabion containment	140	TON	\$ 150.00	\$	21,000.00
4	Scour apron mattress	40	SY	\$ 50.00	\$	2,000.00
5	Select granular fill	30	CY	\$ 50.00	\$	1,500.00
6	Pavement removal	17	CY	\$ 25.00	\$	425.00
7	Subgrade preparation	100	SY	\$ 5.00	\$	500.00
8	Pavement	100	SY	\$ 15.00	\$	1,500.00
						\$ 30,825.00
	Section 2, Loop Road Catastrophic Damage and River Bank Repair					
9	Demolition/removal of guardrail	1	LS	\$ 1,000.00	\$	1,000.00
10	Pavement removal	75	CY	\$ 25.00	\$	1,875.00
11	Earthwork/grading in preparation for river bank armor	400	CY	\$ 15.00	\$	6,000.00
12	Bedding stone	100	TON	\$ 150.00	\$	15,000.00
13	Armor stone with gabion containment	1200	TON	\$ 150.00	\$	180,000.00
14	Scour apron mattress	133	SY	\$ 50.00	\$	6,650.00
15	Select granular fill	200	CY	\$ 50.00	\$	10,000.00
16	Subgrade preparation	445	SY	\$ 5.00	\$	2,225.00
17	Pavement	445	SY	\$ 15.00	\$	6,675.00
18	Guardrail	75	FT	\$ 20.00	\$	1,500.00
19	Post and cable barrier	125	FT	\$ 5.00	\$	625.00
						\$ 231,550.00
	Section 3, Loop Road Subgrade and River Bank Repair					
20	Earthwork/grading in preparation for river bank armor	600	CY	\$ 15.00	\$	9,000.00
21	Bedding stone	300	TON	\$ 150.00	\$	45,000.00
22	Armor stone with gabion containment	3600	TON	\$ 150.00	\$	540,000.00
23	Scour apron mattress	400	SY	\$ 50.00	\$	20,000.00
24	Select granular fill	300	CY	\$ 50.00	\$	15,000.00
25	Pavement removal	222	CY	\$ 25.00	\$	5,550.00
26	Subgrade preparation	1333	SY	\$ 5.00	\$	6,665.00
27	Pavement	1333	SY	\$ 15.00	\$	19,995.00
28	Post and cable barrier	600	FT	\$ 5.00	\$	3,000.00
						\$ 664,210.00
	Section 4, 7th Street Culvert Outlet and River Bank Repair					
29	Earthwork/grading in preparation for river bank armor	100	CY	\$ 15.00	\$	1,500.00
30	Bedding stone	50	TON	\$ 150.00	\$	7,500.00
31	Armor stone with gabion containment	600	TON	\$ 150.00	\$	90,000.00
32	Scour apron mattress	67	SY	\$ 50.00	\$	3,350.00
33	Select granular fill	50	CY	\$ 50.00	\$	2,500.00
						\$ 104,850.00
	Construction subtotal				\$	1,031,435.00
	Mobe/demobe (10% of construction cost)				\$	103,143.50
	CONSTRUCTION TOTAL				\$	1,134,578.50
	Pre-Construction Engineering and Design (10% of construction total)				\$	113,457.85
	Construction Inspection (2% of construction total)				\$	22,691.57
	Regulatory, lump sum estimate including cultural resources report/monitoring (known site)				\$	60,000.00
	Survey (lump sum estimate)				\$	10,000.00
	Geotech (lump sum estimate including 3 soil borings)				\$	20,000.00
	TOTAL PROJECT COST				\$	1,360,727.92

EOPC Assumptions

Section 1

Length	60 FT
Stone	1.5 TON/CY
Earthwork	1 CY/FT
Bedding	0.333 TON/FT
Armor	3.5 TON/FT
Mattress	0.667 SY/FT
Fill	0.5 CY/FT
Pvmt remo	0.2777 CY/FT

Section 2

Length	200 FT
Stone	1.5 TON/CY
Earthwork	2 CY/FT
Bedding	0.5 TON/FT
Armor	6 TON/FT
Mattress	0.667 SY/FT
Fill	1 CY/FT
Pvmt remo	0.37 CY/FT

Section 3

Length	600 FT
Stone	1.5 TON/CY
Earthwork	1 CY/FT
Bedding	0.5 TON/FT
Armor	6 TON/FT
Mattress	0.667 SY/FT
Fill	0.5 CY/FT
Pvmt remo	0.37 CY/FT

Section 4

Length	100 FT
Stone	1.5 TON/CY
Earthwork	1 CY/FT
Bedding	0.5 TON/FT
Armor	6 TON/FT
Mattress	0.667 SY/FT
Fill	0.5 CY/FT

**Leon Riverbank Protection proposal between City and LJA
Engineering**



7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735
t 512.439.4700 LJA.com TBPE F-1386

PROPOSAL

December 20, 2019

Mr. William Parry, City Manager
City of Gatesville
110 North 8th Street
Gatesville, TX 76528-1499

RE: Leon Riverbank Protection
LJA Proposal No.: 19-04664
LJA Project No.: B1164-1001

Dear Mr. Parry:

LJA Engineering, Inc. (LJA) is pleased to provide this proposal for engineering services for Leon Riverbank protection/restoration in Faunt Le Roy Park for the City of Gatesville, Texas (City). We propose the following services and corresponding fees in accordance with the Professional Services Agreement (attached).

It is our understanding the City of Gatesville is seeking to, at a minimum, assess damages, request FEMA funding, and, ultimately, protect/restore approximately 350-ft of riverbank affected by the October 2018 flooding event (FEMA Disaster DR-4416). If restoration of the damaged facility is not warranted, an alternate project may be pursued instead.

LJA proposes the following scope of work to help the City assess damage and determine an appropriate path forward.

TASK 1

PROJECT MANAGEMENT, ADMINISTRATION, COORDINATION AND SCHEDULING

LJA project managers and support staff will efficiently guide the work to its conclusion utilizing our accumulated knowledge of similar projects, the project area, inter-jurisdictional complexities, and project purpose. Efforts for planning, scheduling, and administration of the LJA team's role in the project are anticipated throughout the duration of the initial scope of work and are estimated as a monthly level of effort.

FEMA Compliance

LJA understands the City is applying for FEMA disaster assistance to provide funds for the project. The project team recognizes the importance of closely following the procurement standards written in Title 2 of the Code of Federal Regulations, Part 200, to avoid potential delays or loss of funding.

Leon Riverbank Protection
LJA Proposal No.: 19-04664
LJA Project No.: B1164-1001

TASK 2

REVIEW AND SYNTHESIS OF EXISTING DATA

LJA staff will utilize existing historical records, photographs, designs, modeling, etc., as well as other public records to determine causality/modes of bank migration and effects of past flooding events. Examples of public sources may include County Flood Insurance Studies, historical aerial photos, stream gauge data, and surface soil data. City records including park road design and any available hydraulic/hydrologic numerical modeling will be assessed.

TASK 3

ENGINEERING ASSESSMENT

Building upon the results of Task 2, LJA staff will conduct an engineering assessment of the riverbank and roadway in the focus area. Based on the outcome, LJA staff may recommend a re-evaluation of the extent of DR-4416-related damage by the funding agency (i.e. FEMA).

This task will include planning level opinions of probable construction costs for repairs to pre-disaster condition, and reasonable improvements to mitigate future damage.

TASK 4

INTERAGENCY COORDINATION

Provider staff will assist the City with interagency coordination including FEMA and TDEM, USACE, THC, TCEQ and GLO for the duration of the engineering and regulatory assessment tasks.

TASK 5

REGULATORY ASSESSMENT

Based on the results of the engineering assessment, LJA staff will provide a breakdown of anticipated regulatory requirements for project scopes moving forward. This assessment will include permitting requirements from all Federal and State agencies with jurisdiction.

Leon Riverbank Protection
LJA Proposal No.: 19-04664
LJA Project No.: B1164-1001

Sincerely,

W. L. Worsham, P.E.

W.L. Worsham, PE
Director of Coastal Engineering

Douglas J. Dusini
Doug Dusini, PE

Sr. Project Manager

APPROVED FOR:
City of Gatesville

By: *William H. Parry, III*

Name: William H. Parry, III

Title: City Manager

Date: 1/3/2020

Attachments: PSA
2019 Rate Sheet

Leon Riverbank Protection
 LJA Proposal No.: 19-04664
 LJA Project No.: B1164-1001

Compensation for the work items described herein will be as follows:

Task	Description	Type	Fee
1	Project Management	Lump Sum	\$ 5,600.00
2	Review/Synthesis of Existing Data	Lump Sum	\$ 6,400.00
3	Initial Assessment	Lump Sum	\$ 9,800.00
4	Interagency Coordination	Lump Sum	\$ 6,100.00
5	Regulatory Assessment	Lump Sum	\$ 4,300.00
	Total		\$ 32,200.00

LJA will provide monthly invoicing based on percent complete for each individual phase. Per FEMA preference for reimbursable contracts, Client will make payment for the Services in accordance with the Agreement. Unanticipated tasks or levels of effort will be brought to your attention for possible action. Additional effort will be billed in accordance with the attached rate sheet.

FUTURE TASKS

The following tasks are anticipated and levels of effort may be estimated following a go/no-go decision on repairs to the existing facility or a determination to pursue an alternate project. A separate scope and cost proposal will be developed when sufficient information becomes available upon City request.

- TASK 1A PROJECT MANAGEMENT, ADMINISTRATION, COORDINATION, SCHEDULING (CONT'D)**
- TASK 6 GRANT ADMINISTRATION ASSISTANCE**
- TASK 7 FIELD DATA COLLECTION**
- TASK 8 DESIGN CRITERIA DEVELOPMENT**
- TASK 9 PRELIMINARY ENGINEERING**
- TASK 10 ALTERNATIVES ANALYSIS**
- TASK 11 REGULATORY/PERMITTING**
- TASK 12 FINAL ENGINEERING, CONSTRUCTION DOCUMENTS, AND EOPC**
- TASK 13 BID PHASE SERVICES**
- TASK 14 CONSTRUCTION PHASE SERVICES**
- TASK 15 PROJECT CLOSE OUT**

We appreciate the opportunity to provide this proposal and look forward to working with you. If you have any questions, please contact me at 512.439.4704 or bworsham@lja.com.



PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on December 20, 2019 is by and between City of Gatesville with address at 110 North 8th Steet, Gatesville, TX 76528-1499 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF GATESVILLE

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: 

By: _____

Printed Name: William H. Parry, III

Printed Name: _____

Title: City Manager

Title: _____

Effective Date: 1/3/2020

- Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services.

Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to

include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

10. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to reuse of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy,

usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

16. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2270, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

20. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any

adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

21. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

22. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.15AUG2019



**LJA Engineering, Inc. – Coastal Division
Standard 2019 Rate Schedule**

Classification	Rate	Classification	Rate
Sr. Vice President	\$250.00	Principal RPLS	\$200.00
Vice President	\$230.00	Sr. Project RPLS	\$185.00
Engineering Manager/Director	\$200.00	Project RPLS	\$160.00
Sr. Professional Engineer/PM	\$165.00	Sr. Project Surveyor	\$140.00
Professional Engineer/PM	\$145.00	Survey Technician	\$105.00
Graduate Engineer/Project Coordinator IV	\$140.00	Survey Draftsman	\$90.00
Graduate Engineer/Project Coordinator III	\$130.00	Two Man Survey Crew	\$155.00
Graduate Engineer/Project Coordinator II	\$115.00	Three Man Survey Crew	\$180.00
Graduate Engineer/Project Coordinator I	\$100.00	Sr. VP Environmental	\$250.00
Engineering Technician IV	\$130.00	VP Environmental	\$230.00
Engineering Technician III	\$110.00	Environmental Staff III	\$190.00
Engineering Technician II	\$95.00	Environmental Staff II	\$160.00
Engineering Technician I	\$80.00	Environmental Staff I	\$135.00
Environmental Technician III	\$105.00	Environmental Admin III	\$135.00
Environmental Technician II	\$80.00	Environmental Admin II	\$105.00
Environmental Technician I	\$65.00	Clerical	\$50.00

Special Equipment and Other Fees

Equipment and direct expenses including delivery, telecom, rental vehicles, and airfare are billed at cost. Sub-consultants will be billed at cost plus 10%.

Survey projects requiring overnight travel will be assessed a \$60 per diem charge for each crew member.

Mileage

Survey Mileage is billed at \$0.73/mile.

Boats

Boat – Inshore Waters - \$65.00/hr dock to dock - \$400 minimum
Marine Waters - \$180.00/hr dock to dock - \$1000 minimum

Reproduction Costs

All outsourced reproduction will be billed at cost plus 10%.
All copies and prints produced in-house will be billed as follows:
Letter or legal size, black and white: \$0.15/sheet
Letter or legal size, color: \$0.85/sheet
11" x 17" black and white sheets:
All other large format prints: \$1.10/ft²

Safety and Hazmat Training

Any training required by the client will be billed at cost plus a 15% administrative fee or may be provided by the client.

**Leon River Bank Protection Technical Memorandum by LJA
Engineering**



Technical Memorandum Initial Assessment Including Bank Stability

Leon River Bank Protection

Contract: City of Gatesville, Contract No.
Work Order No.
LJA Proj. No. B1164-1001

Client: City of Gatesville
William Parry, City Manager
110 N. 8th Street
Gatesville, Texas 76528-1499

Authors: W.L. "Bill" Worsham, PE (Texas #83153)
Victoria Jones, EIT

LJA Engineering, Inc. (Texas Reg. Engr. Firm No. 1386)



Technical Memorandum Initial Assessment Including Bank Stability

Leon River Bank Protection

Prepared for:

City of Gatesville, Texas

This document is released to Client under the authority of William L. Worsham, Texas P.E. No. 83153. This document and any associated drawings are not to be used for construction.

W. L. Worsham



3/2/2020

W.L. "Bill" Worsham, P.E.
LJA Engineering, Inc. (Texas Reg. Engr. Firm No. 1386)

Date: March 2, 2020



Executive Summary

The subject of the engineering analysis contained herein was the descending left bank of the Leon River in Faunt Le Roy Park (Park) located in Gatesville, Texas.

On January 3, 2020, the City of Gatesville contracted with LJA Engineering, Inc. (LJA) to provide an assessment of river bank stability including the effect on the Park road resulting from the regional flooding event in October 2018. LJA was also tasked to help determine whether an alternate project may be a sensible and preferable pursuit compared to repairing the current Park damage.

Bill Worsham, PE of LJA Engineering performed an initial site reconnaissance on December 2, 2019. At the time of the site visit, flow in the Leon River was at a low level allowing visibility of most of the stream bed.

Data provided by the City included FEMA project background reports, a FEMA flood map, and previous environmental studies. Data obtained by LJA from public sources included the Coryell County Flood Insurance Study, historical aerial photos, stream gauge data, surface soil map and ecological survey data. Summaries of the data collection and assimilation results were included herein.

Observation and analysis indicated the focus area of the Leon River descending left bank experienced soil loss due to slope failure resulting in landward migration of the top of the bank near the Park loop road. In addition, cracks in the Park road surface are indicative of deep soil instability due to saturation and rapid drawdown conditions.

Evidence indicated the controlling case for bank stability was the rapid-drawdown case, whereby the channel bank was temporarily saturated by rainwater runoff, elevated water volume release from Proctor Lake and possible high backwater levels in the river from Lake Belton followed by a relatively quick (less than a day) return to a normal water level, leaving the saturated bank with elevated soil pore pressure and unsupported by river water pressure.

Based on available information, further consultation with disaster recovery staff is warranted to ensure all eligible damage to Faunt Le Roy Park infrastructure is documented and the repairs appropriately scoped in the Project Worksheet.

Damage and repairs that may not have been identified in the original Preliminary Damage Assessment include: (1) a segment of the loop road upstream of Camp Site #6; (2) the Camp Site #6 picnic structure; (3) a cracked segment of the loop road downstream of the obviously damaged guardrail and collapsed pavement; and (4) the scoured channel bank and culvert outlet structure near the park entrance affecting 7th Street.

Feasible repairs or protective measures for damaged park infrastructure in its current location will be difficult to construct and more difficult to defend from future floods. A



geotechnical investigation likely to include soil borings should be anticipated as part of the design process.

Given the City's indication that an alternate project may be desirable, consideration should be given to that option during further discussions. In the event an alternate project is not pursued, an on-site alternative to consider is to set back and rebuild damaged infrastructure farther from the river channel.

Without stabilization of the river bank, soil supporting the picnic structure, loop road, and 7th Street could become unstable without warning during or after a flood event.

The "do-nothing" alternative carries the risk of further bank retreat and infrastructure loss. Hazards resulting from such damage include the collapse of the picnic structure, including falling debris and submerged debris, and unsafe conditions for pedestrians and vehicle operation near the vertical bank.

To reduce ongoing soil loss, surface water landward of the bank should be managed such that there is no uncontrolled flow over the edge of the bank.

Elevated water levels, direct rainfall, and/or surface water runoff that saturate the bank were identified as ongoing threats to the short-term stability of the vertical bank. Over the longer term, scour of the sediment at the base of the bank was also identified as a threat to be addressed.



Table of Contents

1.0	Introduction.....	1
1.1	Project Location	1
1.2	Background and Objective	1
2.0	Desktop and Field Data Collection.....	4
3.0	Engineering Analysis	10
3.1	Leon River Typical Water Levels	10
3.2	Leon River Water Level Extremes	10
3.3	Water Levels and Flow Velocities	13
3.4	Soil Classification.....	14
3.5	Leon River Bank Migration.....	14
3.5.1	River Flow Velocity Scour.....	15
3.5.2	Slope Failure	16
3.5.3	Surface Water Runoff Scour.....	17
4.0	Engineering Assessment.....	18
4.1	Picnic Area Foundation at Camp Site #6	19
4.2	Loop Road	19
4.3	Culvert Crossing	23
5.0	Regulatory Considerations.....	24
5.1	General Regulatory Compliance	24
5.2	Environmental Compliance	25
6.0	Conclusions and Recommendations.....	26
7.0	References	27



List of Figures

Figure 1: Vicinity Map.....	2
Figure 2: Location Map.....	3
Figure 3: Project Site.....	4
Figure 4: Leon River Watershed	5
Figure 5: Camp Site #6 picnic area foundation, looking upstream	8
Figure 6: Slope failure and traffic barrier damage at end of park loop, looking upstream	8
Figure 7: Slope failure and pavement damage, looking downstream.....	9
Figure 8: Pavement crack in loop road, looking downstream.....	9
Figure 9: Leon River Water Level at Gatesville during Oct. 2018 Flood Event,.....	11
Figure 10: Leon River Discharge Rate at Gatesville (10/01/2018 – 11/30/2018)	11
Figure 11: Leon River Flood Stages and Historic Crest Heights at Gatesville.....	12
Figure 12: 1991 and 2007 high water marks memorialized at the building in Faunt Le Roy Park	12
Figure 13: Flood Profile - City of Gatesville [Source: FEMA, 2010].....	13
Figure 14: Tree root structures exposed by erosional soil loss at high levels above usual water level.....	15
Figure 15: Leon River bank slope failure opposite Faunt Le Roy Park	16
Figure 16: Soil Loss Due to Concentrated Runoff	17
Figure 17: Slope failure damage to Leon River bank beneath Camp Site #6 picnic area	19
Figure 18: Slope failure damage to loop road pavement and subgrade.....	20
Figure 19: Slope failure damage to loop road pavement and subgrade.....	21
Figure 20: Wide crack in loop road pavement at barricade upstream of park entrance	22
Figure 21: Pavement crack with vertical displacement near entrance to Faunt Le Roy Park.....	23
Figure 22: Surface water runoff scour of river bank, 7 th Street culvert crossing near park entrance	24

List of Tables

Table 1: Peak Discharges at Leon River.....	13
Table 2: Leon River Return Interval Water Levels and Velocities at Faunt Le Roy Park	14



Leon River Bank Protection City of Gatesville, Texas

Preface

This technical memorandum was developed by LJA Engineering, Inc., for the purpose of assessing flood effects on a portion of the river bank of Leon River in Gatesville, Texas. This work product is submitted in partial fulfillment of a Work Order executed on January 3, 2020.

LJA Engineering project number is B1164-1001. Bill Worsham, PE, and Victoria Jones, EIT, participated in the analysis and preparation of this work product. Doug Dusini, PE participated in the Quality Assurance of this work product.



1.0 Introduction

As part of the recovery process under FEMA-4416-DR associated with October 2018 flooding, FEMA and the City of Gatesville performed a Preliminary Damage Assessment of the City's Faunt Le Roy Park. The PDA described damage to a segment of the loop road within the park associated with a slope failure along the bank of the Leon River. City staff subsequently identified signs of additional damage to the road that could potentially qualify for disaster recovery funding of repairs, and asked LJA to provide an engineering assessment.

This technical memorandum documents the results of a review of available data and initial engineering assessment focusing on park infrastructure adjacent to the river bank, including the loop road and picnic/campsites.

1.1 Project Location

The general location of the project is just south of downtown Gatesville, Coryell County, Texas. The subject of the engineering analysis contained herein was the descending left bank of the Leon River which bounds Faunt Le Roy Park on three sides.

Vicinity and location maps are shown in Figures 1 and 2, respectively. An annotated project site aerial photo delineating the focus areas is included as Figure 3.

In Figure 3, the "primary reach" area was identified in the PDA as approximately a 300 ft length of the river bank and loop road. The "secondary reach" represents approximately 1,000 ft of additional length of potentially affected river bank and road.

1.2 Background and Objective

The objective of this portion of the LJA investigation was to evaluate available existing data including a site visit, and to perform an initial engineering assessment of the river bank, loop road, and related park infrastructure.

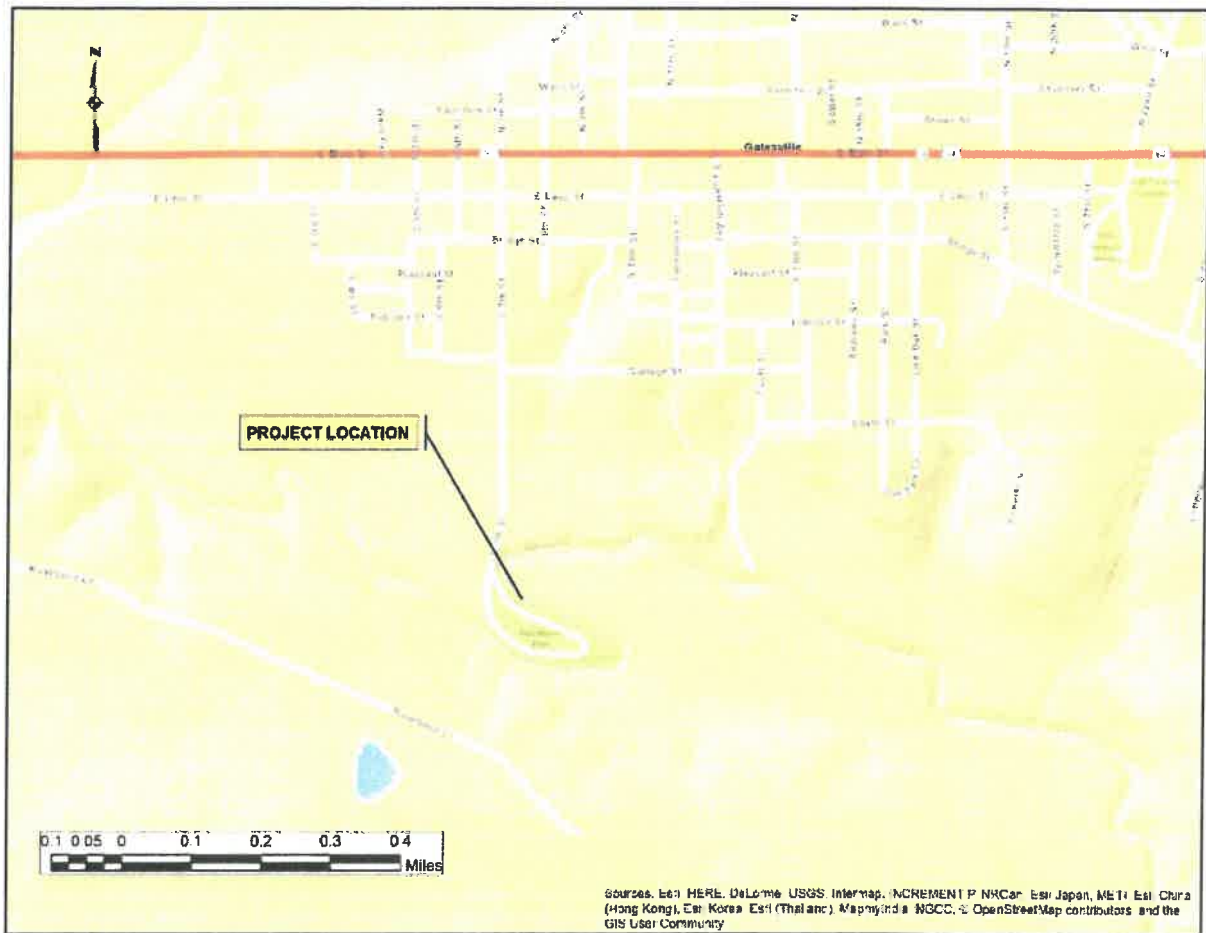


Figure 2: Location Map

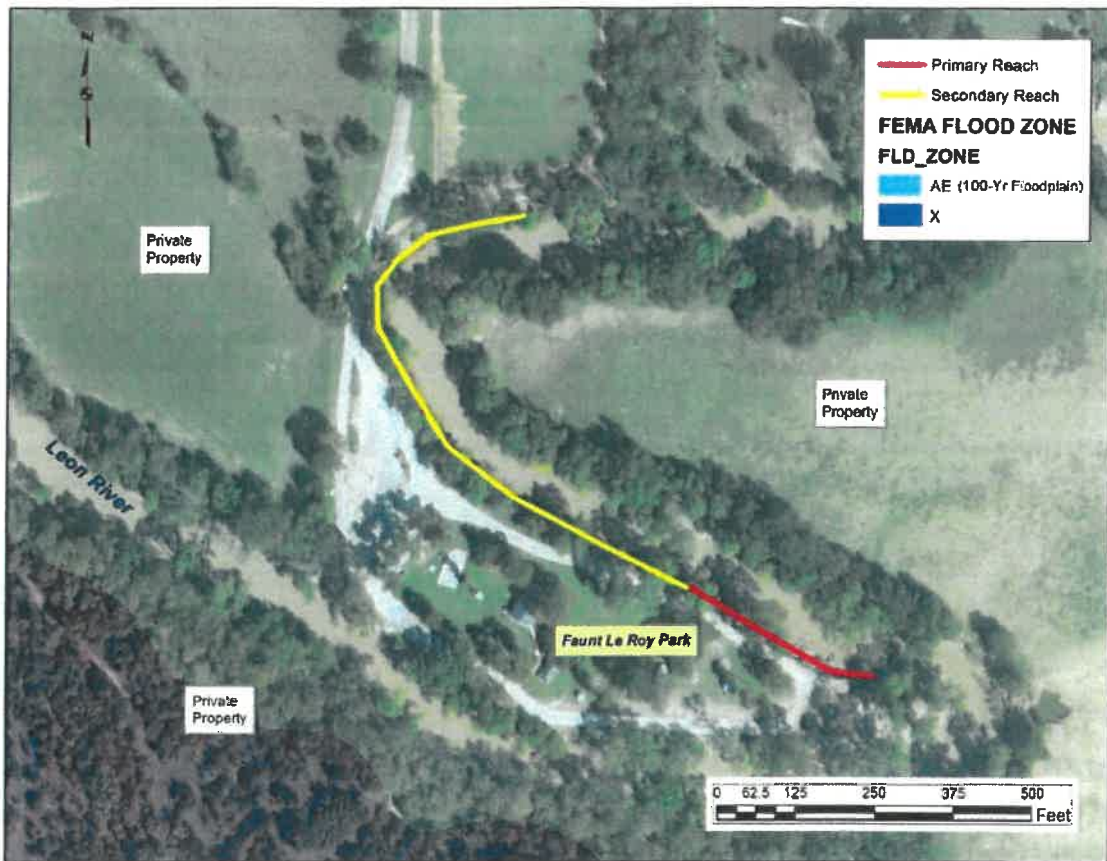


Figure 3: Project Site

2.0 Desktop and Field Data Collection

Figure 4 shows the Leon River watershed, which is a sub-basin of the Brazos River Basin. The Leon River watershed encompasses approximately 2,600 square miles in Eastland, Comanche, Coryell, Hamilton and Bell counties.

The project team conducted site visits and utilized historical aerial photography to identify the extent of creek bank migration in and near the project reach. The team also gathered site photography while water levels were low in December 2019 and February 2020, along with publicly-available hydrologic and hydraulic data.

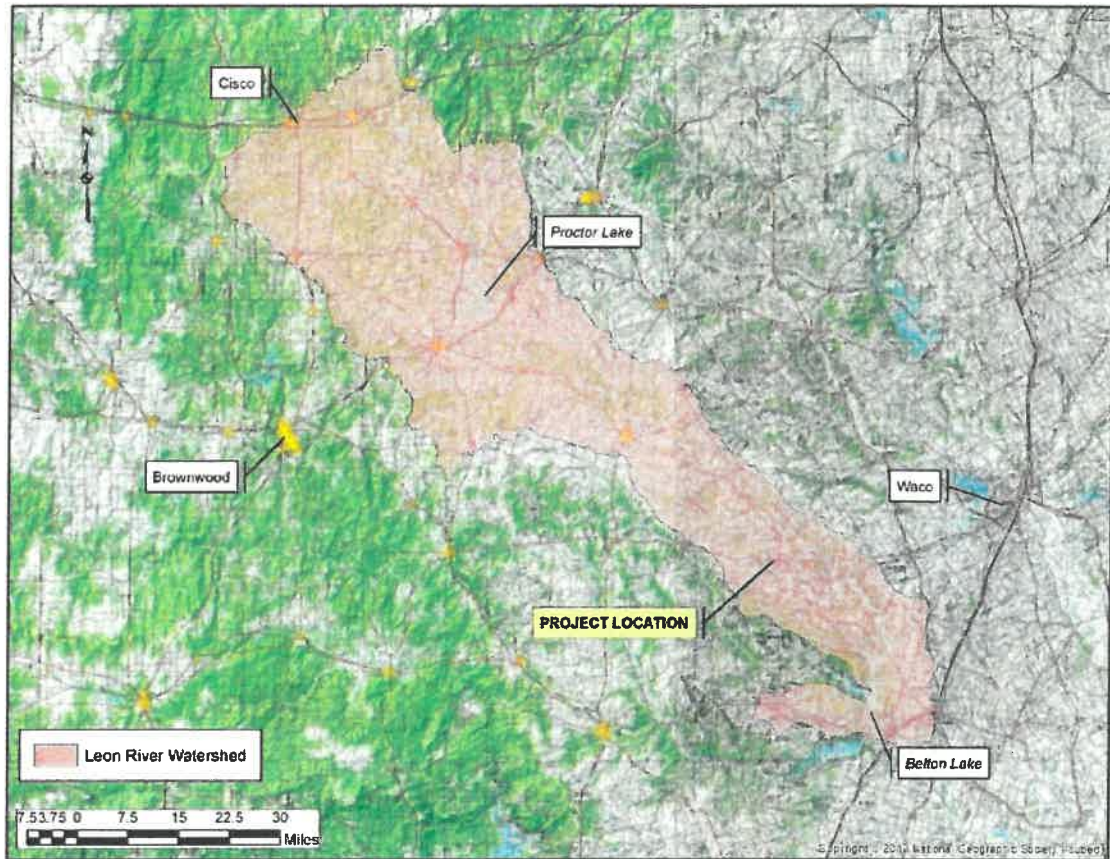


Figure 4: Leon River Watershed

City staff provided the following:

- Description of the overland flow conditions caused by the October 2018 event in the vicinity of Faunt Le Roy Park
- Disaster #4416DR damage outline and FEMA Grant application/Project Worksheet
- NFIP floodplain map
- Previous external (2019) “Leon River Floods” study

W.L. “Bill” Worsham, PE, performed an initial site reconnaissance on December 2, 2019. At the time of the site visit, the water level in the Leon River was relatively low, such that the river bed was visible through the relatively clear water. Field observations and further desktop research included the following:



- The park is situated on the inside of a 180-degree bend of the Leon River channel along the descending left bank.
- The loop road within the park was closed to traffic for safety reasons.
- The river bed was visible for the most part, with one to three feet of water depth in the portion carrying flow.
- The side slope of the river bank on the park side (descending left bank) varied from roughly 2.h:1v where the slope had not failed, to near-vertical where failure of the upper slope had recently occurred.
- The upper bank was generally vegetated with thin grasses and trees of varying size and age. Lower bank slopes were relatively unvegetated except where intact blocks of upper bank sediment topped with grasses previously slid down the bank slope and came to rest on the lower slope.
- The river channel is incised into the floodplain. Ordinary water level in the river is about 25 ft below the typical ground elevation on each side of the river.
- Upstream of the river bend, a crack oriented parallel to the river bank was located on the loop road pavement.
- Also upstream of the river bend, the channel side slope encroached upon the foundation of the paved picnic area at Camp Site #6.
- The primary focus area of infrastructure damage was downstream of the 180-degree bend and on the inside of the bend. The radius of the bend was roughly 100 ft measured to the centerline of the creek channel.
- Slope failure was evident immediately downstream of the bend, where two segments of a steel traffic barrier defining the edge of the park within the bend were damaged and no longer performing their intended function.
- Downstream of the steel barrier, where the channel and road were relatively straight, a segment of road pavement was damaged by slope failure and unsafe for traffic. Orange safety fencing was erected at this location.
- Further downstream, a row of timber posts remained in place between the river bank and the park loop road. A crack of varying width in the asphalt road pavement was evident for a distance of about 600 ft downstream of the safety-fenced segment.
- The pavement crack varied in distance from the edge of the road but generally paralleled the river channel. The crack is roughly 25 ft from the water's edge at ordinary water level. Two other parallel cracks, one in the pavement landward of the first and the other in the surface soil between the road and river bank were identified along part of the road.



- No evidence of pavement edge overloading or local soil erosion adjacent to the pavement edge was evident to account for the cracks. A small tree branch was inserted at least 8 inches vertically into the crack as an indication of its depth.
- Continuing downstream, a culvert crossing was situated near the park entrance, located at the outside of the next bend in the river channel. Local overbank scour was evident adjacent to the culvert outlet and was threatening the roadway pavement and culvert outlet structure.
- Debris trapped along a fence line upstream of the culvert inlet (across the road from the river) was evidence of past overland flow, corroborating anecdotal evidence provided by City staff. The drainage path of overland flow in excess of the culvert capacity was across the road and into the river adjacent to the culvert outlet.
- In addition to slope failures mentioned above on the park side of the river, multiple instances of slope failures were observed on the opposite (descending right) bank.

A supplementary site visit was conducted on February 23, 2020 to confirm aspects of the initial assessment.

The photos in Figures 5, 6, and 7 were taken on December 2, 2019, fourteen months after the October 2018 flood. Discussion of the content of the photos may be found in following sections.



Figure 5: Camp Site #6 picnic area foundation, looking upstream



Figure 6: Slope failure and traffic barrier damage at end of park loop, looking upstream



Figure 7: Slope failure and pavement damage, looking downstream



Figure 8: Pavement crack in loop road, looking downstream



3.0 Engineering Analysis

3.1 Leon River Typical Water Levels

Typical water depth in the Leon River near the project site varies between approximately 2.5 to 5.0 ft. Flood stage at the Gatesville gage is indicated at 22 ft above gage datum of 723.85 ft NGVD29. Water levels and discharge rates at the project site vary based on local rainfall levels, contributions from upstream tributaries, and releases from the Proctor Lake reservoir under the direction of the Brazos River Authority (BRA) and U.S. Army Corps of Engineers (USACE).

3.2 Leon River Water Level Extremes

The October 2018 flood was the result of intense regional rainfall resulting in a rapid rise in both water level and volumetric flow. See Figures 9 and 10 for October-November 2018 stage and discharge data at Gatesville. Additionally, the BRA and USACE increased the outflow of the Proctor Lake reservoir, approximately 50 miles upstream, contributing to the rapid rise and drawdown of these levels. The peak water level at the focus area was about 30 ft above gage datum, well above the top of bank in the park, and 8 ft above flood stage.

Based on National Oceanic and Atmospheric Administration (NOAA) records kept since the early 1900's, the Leon River near Gatesville has had five significant flooding events (above 30 ft): May 1908, November 1959, November 1961, December 1991, and June 2007 (see Figure 11). The October 2018 flood level was slightly below that threshold at 29.94 ft.

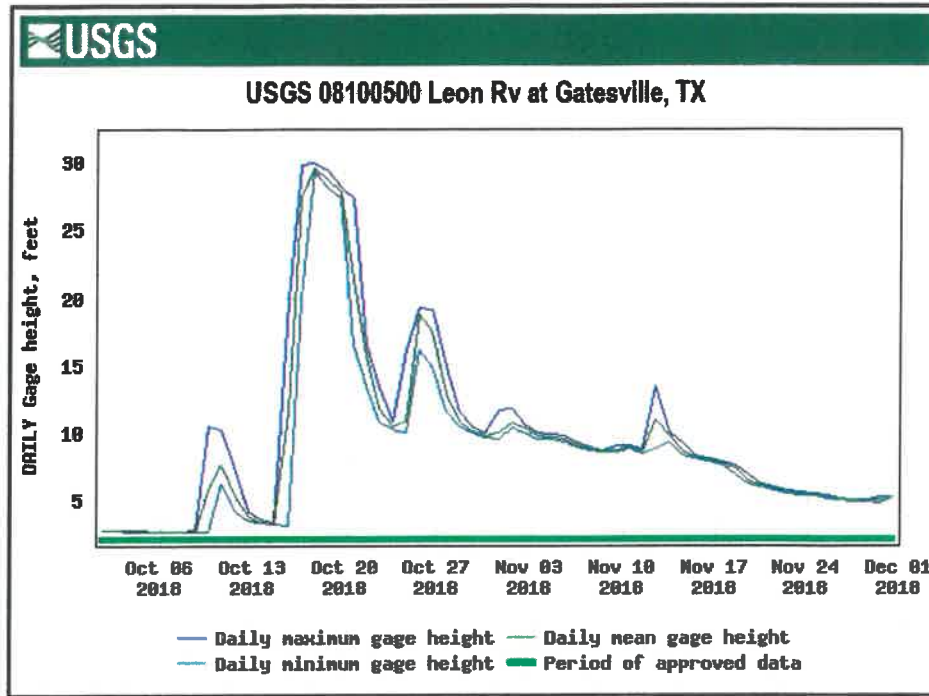


Figure 9: Leon River Water Level at Gatesville during Oct. 2018 Flood Event, Gage Datum: 723.85 ft above NGVD29 (10/01/2018 – 11/30/2018)

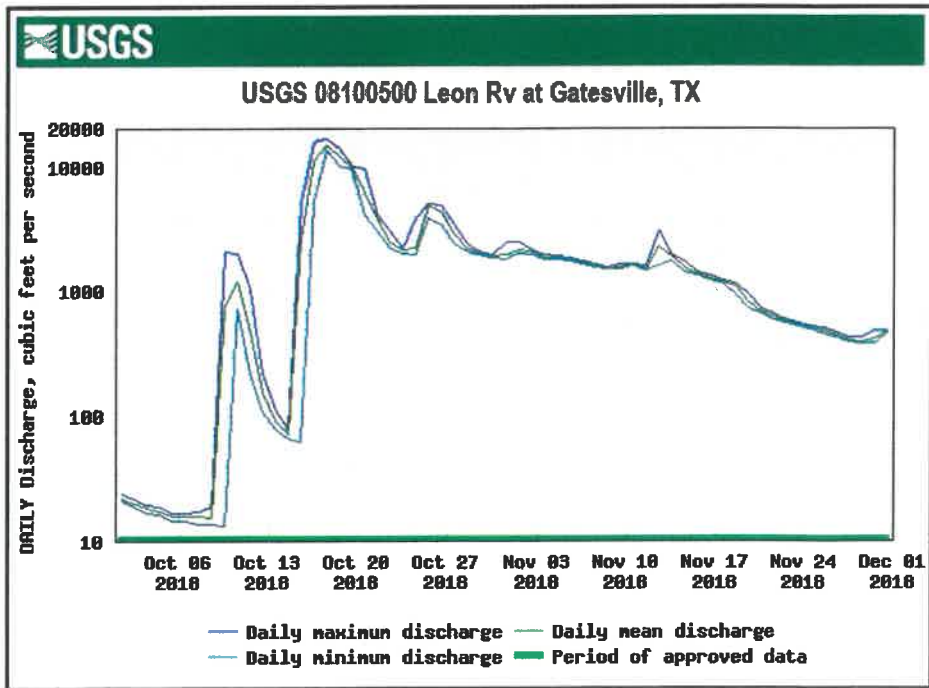


Figure 10: Leon River Discharge Rate at Gatesville (10/01/2018 – 11/30/2018)



Flood Categories (in feet)	Historic Crests	Recent Crests
Severe Flood Stage: 30	(1) 35.00 ft on 05/01/1908	(1) 29.94 ft on 10/17/2018
Moderate Flood Stage: 28	(2) 35.00 ft on 12/21/1991	(2) 27.72 ft on 06/17/2016
Flood Stage: 22	(3) 34.14 ft on 10/04/1959	(3) 28.52 ft on 06/08/2016
Action Stage: 20	(4) 32.63 ft on 10/10/1961	(4) 25.53 ft on 04/18/2016
Low Stage (in feet): 0	(5) 32.33 ft on 06/29/2007	(5) 22.18 ft on 12/01/2015
	Show More Historic Crests	Show More Recent Crests

Figure 11: Leon River Flood Stages and Historic Crest Heights at Gatesville
 [Source: NOAA/NWS]

The photo in Figure 12 relates flooding at the park in 1991 and 2007 to gage readings in Gatesville. Based on those comparisons, the October 2018 high water mark would be between the floor and the door knob on this building located in the center of Faunt Le Roy Park.



Figure 12: 1991 and 2007 high water marks memorialized at the building in Faunt Le Roy Park



3.3 Water Levels and Flow Velocities

The water level in the focus area is dependent upon releases from Lake Proctor (and to a lesser extent Belton Lake) except during a localized flood event in the Leon River watershed.

From the FEMA Flood Insurance Study (FIS) for Coryell County (2010), Table 1 and Figure 13 show the peak discharge-drainage area relationship based on flooding source (i.e. Leon River Watershed) and location at the Leon River USGS gaging station (08100500) located at the junction of the River with Hwy 84 (East Main St.), roughly 1.3 miles upstream of Faunt Le Roy Park. The hydraulic and hydrologic analysis for the study was completed in 1981.

Table 1: Peak Discharges at Leon River

Peak Discharges (cfs)				
Drainage Area (sq. mi.)	10% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
2,390	22,300	46,200	60,400	105,000

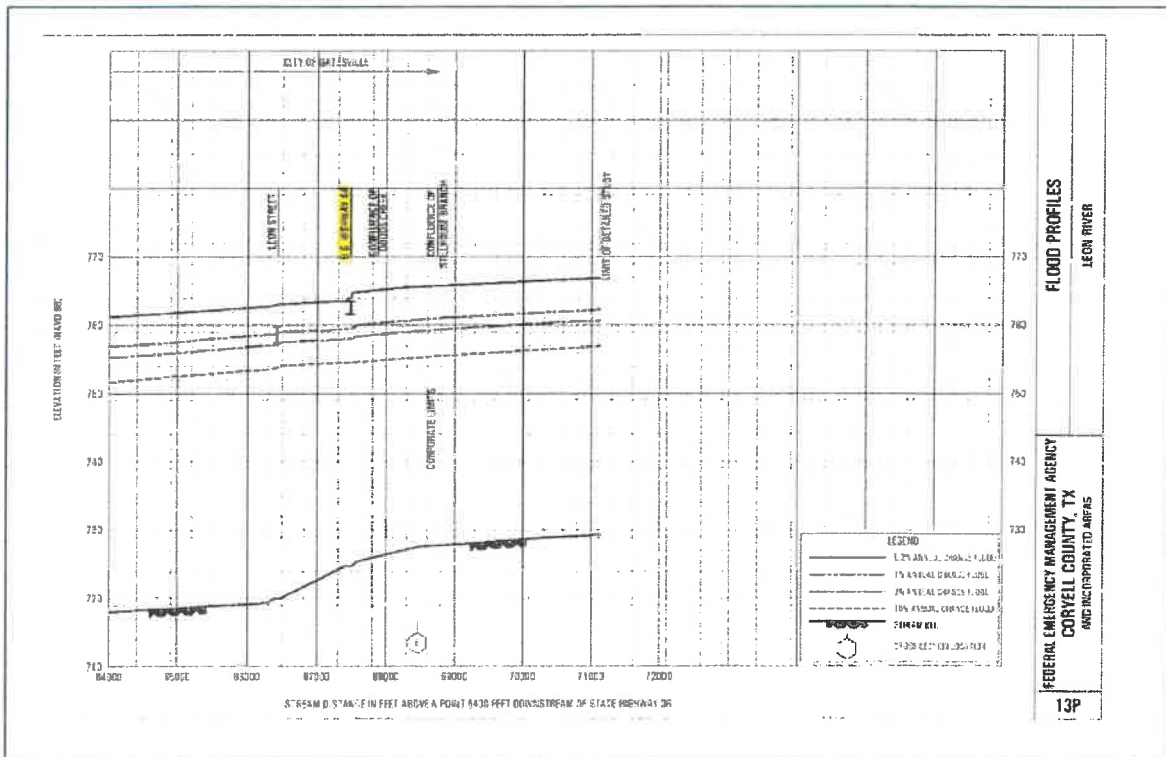


Figure 13: Flood Profile - City of Gatesville [Source: FEMA, 2010]



Using discharge and water level information from the FIS, and channel dimensions estimated from aerial and ground photography, average flow velocities in the channel adjacent to the park were estimated using the Manning equation with $n=0.038$ and shown in Table 2.

These values are higher than the published velocity of about 4.1 fps for the 1% (100-yr) event in the FIS which included the overbank flow area in the calculation.

Table 2: Estimated Velocities in Leon River Channel at Faunt Le Roy Park

Return interval	Discharge	Water Level NAVD88	Velocity in Channel
500 yr (0.2%)	105,000 cfs	759 ft NAVD88	8 fps
100 yr (1%)	60,400 cfs	755 ft	7 fps
50 yr (2%)	46,200 cfs	753 ft	7 fps
10 yr (10%)	22,300 cfs	749 ft	6 fps

3.4 Soil Classification

The USDA Soil Survey for the project area describes the prevalent soil types in the vicinity of the project focus area. The identified soils located adjacent to the focus area of Faunt Le Roy Park include Bosque Clay loam and Frio silty clay. These loamy soils are a mix of silt and sand with a smaller fraction of clay. The capacity of these soils to transmit water varies from moderately high to well drained. In addition, the southern bank of the Leon River southeast of the project site indicates the presence of a Real-Rock outcrop complex.

3.5 Leon River Bank Migration

Although partly obscured by trees in many photos, the top of bank location identified in aerial photos remained relatively stable during the period between 2002 and February 2015. Evidence of slope failure first appeared in the March 2017 photo, but no pavement damage was visible in the November 2017 photo.

Based primarily onsite observations, three modes of localized bank migration were identified as follows: (1) scour due to river flow velocities; (2) slope failure; and (3) scour due to surface water runoff.



3.5.1 River Flow Velocity Scour

At the time of the site investigation there was evidence of river bank scour at lower and upper elevations of the bank in the focus area. Additional scour that may have occurred specifically during the October 2018 event may have been subsequently obscured by vegetation growth and/or covered by soil that migrated down-slope as a result of upper slope failure. Channel velocities shown in Table 2 are capable of causing scour and bank soil loss during river flow events.

For example, stormwater flows from the 10-year storm event have a velocity of about 6 fps. Soils similar to the soils in the study area typically begin eroding when velocities exceed 1.5-2.0 fps, without vegetation. With vegetation, these soils can still erode when velocities exceed 6-8 fps, depending on the density and type of vegetation.

The degree to which segments of the river bank were previously armored with riprap is evidence that attempts have been ongoing to limit velocity-induced scour in the vicinity.



Figure 14: Tree root structures exposed by erosional soil loss at high levels above usual water level



3.5.2 Slope Failure

For purposes of this report, slope failure means the movement of a block or mass of soil due to a loss of slope stability, distinct from scour (erosion) of individual soil particles. Stability of river banks can be affected positively or negatively by changes in slope steepness, river water level, soil moisture, presence of vegetation/root structure, and overburden loads, for example.

River bank slope stability was reduced during and after the October 2018 flood when the soil moisture/water content of the bank soil increased due to rising water, followed by the rapid return of the river to normal water levels. Stability was adversely affected in two ways. First, the increase in water content reduced soil strength while increasing unit weight. Second, the rapid drawdown left the weakened, heavier soil unsupported by the hydrostatic pressure of the floodwater.

As near-vertical failure surfaces developed along the bank, blocks or masses of soil were pulled by gravity to the lower bank slopes until reaching a short-term equilibrium. This movement of soil from the upper slope to the lower slope of the creek bank had the temporary effect of advancing the lower bank toward the creek.



Figure 15: Leon River bank slope failure opposite Faunt Le Roy Park



Note that discontinuities in the soil structure could respond in unpredictable ways to the changes mentioned above. For example, exposed tree root complexes and various types of concrete riprap were observed in the focus area. These materials may have a positive or negative effect on slope stability as other conditions change. Rock outcrops visible in the lower bank of parts of the focus area also affect bank stability.

3.5.3 Surface Water Runoff Scour

Surface water runoff was identified as a cause of river bank soil loss in the focus area. The resulting loss of vegetative cover increases the potential for future soil loss due to direct rainfall impact, stormwater runoff directed toward the bank, and return flows of overtopping water from the river. Multiple instances of runoff scour were evident during the site visits and in the available photography of the focus area.

Concentrated runoff contributed to the soil loss identified adjacent to the culvert crossing near the park entrance, as shown in Figure 16.



Figure 16: Soil Loss Due to Concentrated Runoff



4.0 Engineering Assessment

The water level resulting from the October 2018 flood in the Leon River exceeded the top of bank elevation, meaning that all of the bank soils were submerged in floodwater.

Observation and analysis indicated the focus area of the Leon River descending left bank experienced soil loss due to river channel velocity scour, slope failure, and local surface water runoff scour. The greatest impact to park facilities was due to slope failure.

The controlling case for bank stability appeared to be the rapid-drawdown case, whereby the channel bank was temporarily saturated by high water levels in the river followed by a relatively quick (1 to 2 days) return to a near-normal water level, leaving the saturated bank with elevated soil pore pressure and unsupported by river water pressure.

Elevated water content in soil of the type found at the site resulted in short-term changes to soil characteristics including a reduction of soil strength in resistance to slope failure and an increase in unit weight. The resulting loss of global stability of the channel bank slope caused large masses of soil to slide downward toward the river bed. The horizontal distance from the river bed to the failure surface at the top of bank was roughly equal to the height of the bank, i.e., there was a 1v:1h relationship.

This failure mode could be repeated in the future if the river bank soil became saturated by rising river water level followed by a drop in river water level.

The available data along with the site visit was sufficient to inform the initial assessment of the condition of the river bank and adjacent infrastructure. Accordingly, a geotechnical field data collection investigation was postponed and may be conducted as needed during a subsequent phase of the analysis.

The two other bank failure modes—velocity scour and runoff scour—also contributed directly to bank soil loss as well as indirectly by causing changes to bank stability (including slope steepness and soil moisture content) resulting in slope failures.



4.1 Picnic Area Foundation at Camp Site #6

At the time of the first site visit on December 2, 2019, the concrete perimeter foundation of the picnic area at Camp Site #6 was exposed on the side facing the river channel. See Figure 5 (above). The steepness of the channel bank adjacent to the picnic area was unsustainable at about 1h:2v and likely to sustain further damage. The picnic area is about 23 ft above the usual water level in the river. See Figure 17.



Figure 17: Slope failure damage to Leon River bank beneath Camp Site #6 picnic area

4.2 Loop Road

The entire height of the Leon River bank in the focus area was inundated and saturated during the October 2018 event. Much of the river bank was stripped of vegetation and remains susceptible to further episodes of wetting and drying due to rising and falling river water levels, direct rainfall, and/or surface water runoff. Evidence showed variations in conditions during and subsequent to the October 2018 flood caused changes in soil strength and slope stability resulting in slope failure.



The loop road in Faunt Le Roy Park generally parallels the descending left bank of the river. The road surface is roughly 25 ft above the usual water level in the river, and the edge of pavement is within 25 ft horizontally of the usual water's edge in some locations. This horizontal proximity is significant given the distance from the water's edge of a typical slope failure in the focus area.

A wide (3/16 in) crack was visible in the loop road pavement where the road converges with the river channel on the upstream (south) side of the park. The crack was oriented parallel to the river channel rather than to the road edge or centerline. This orientation suggested a relationship to the river bank rather than to the constructed roadway section. The distance to water's edge was roughly 25 ft.



Figure 18: Slope failure damage to loop road pavement and subgrade

On the north side of the park, downstream of the 180-degree river bend, a segment of the road was destroyed by slope failure beneath the pavement. This damage was documented in the preliminary damage assessment of the park following the October 2018 event.



Figure 19: Slope failure damage to loop road pavement and subgrade

In addition, a crack in the loop road pavement continued approximately 600 ft downstream of the collapsed pavement. The crack was consistently parallel to the river channel at a distance of about 25 ft horizontally from the usual water's edge. This location was consistent with the top of bank location of the other slope failures along both sides of the river in the park vicinity, and is evidence of a slope failure surface forming beneath the road pavement. See Figure 20.



Figure 20: Wide crack in loop road pavement at barricade upstream of park entrance

At one location along this segment, a second crack in the pavement was visible landward of the first, as well as a third crack in the surface soil between the road and the top of bank. These additional cracks suggest a mode of failure unrelated to pavement shrinkage or other pavement-related issues.

The central crack was wider than would be expected from a typical shrinkage crack or a pavement failure due to overloading, and no loss of subgrade material was indicated at the edge of the pavement which would indicate loss of pavement support. The crack extended through the thickness of the asphalt pavement and at least several inches deeper, as indicated by the insertion of a small tree branch deep into the crack.

Little or no relative vertical displacement of the pavement on the river side of the crack had occurred at the time of the site inspections along most of the length of the crack. However, some vertical displacement was evident near the downstream end of the crack near the park entrance. See Figure 21. Any new or additional vertical displacement across the cracks would indicate slope failure below.



Figure 21: Pavement crack with vertical displacement near entrance to Faunt Le Roy Park

4.3 Culvert Crossing

A stormwater culvert passes beneath 7th Street just before the entrance to Faunt Le Roy Park. Multiple information sources as well as site evidence indicated overland flow during the October 2018 event crossed the road at the location of the culvert crossing and entered the Leon River Channel.

River bank soil loss due to overbank flow scour was attributed to overland flow during the October 2018 event. This soil loss threatens the integrity of the culvert outlet structure as well as the 7th Street pavement near the park entrance.



Figure 22: Surface water runoff scour of river bank, 7th Street culvert crossing near park entrance

5.0 Regulatory Considerations

5.1 General Regulatory Compliance

The U.S. Army Corps of Engineers (USACE) typically prefers to issue permits for a single and complete project. This would require design development, submittal, and coordination leading to the issuance of a single Individual Permit, or Letter of Permission, for all project reaches, regardless of the number of alternatives selected. The USACE Fort Worth district requires a pre-application meeting with their staff be conducted prior to submittal of an official Individual Permit application. Timelines for an Individual Permit range from 12 to 18 months.

It may also be possible to complete some of the proposed work under Nationwide Permit (NWP) 3, Maintenance; NWP 13, Bank Stabilization; NWP 14 Linear Transportation Projects; and/or NWP 45, Repair of Uplands Damaged by Discrete Events, provided all criteria are met (e.g. fill volume limits below the Ordinary High Water Mark, etc.). This may be beneficial for critical locations along the project length since work within the NWP 13 conditions may not require USACE



notification. In the event a pre-construction notification to the USACE is warranted, authorization timelines range from 8 to 12 months.

Note also the use of NWP 45 is typically only temporarily available for City use and directly related to the October 2018 event. In particular, NWP 45 provides for restoration of event-related damage to pre-event conditions. The one-year and two-year anniversary dates of the October 2018 flood event are important regulatory milestones in this regard.

To the extent the City desires to take advantage of event-related permitting relief provided under U.S. Army Corps of Engineers (USACE) Nationwide Permit No. 45, the repairs must be initiated within a two-year window from the date of damage. Permitting relief only relates to allowing work to proceed in advance of receiving required permits. The permitting must still be performed, and mitigation measures implemented (if necessary), even if after-the-fact.

As all or part of this project is sponsored, funded, or authorized by FEMA, inter-agency coordination with all Federal, State, and Local agencies with regulatory oversight will be required for successful project design (and any mitigation measures) approval. This may also require separate permits/authorizations from agencies such as the Texas Parks and Wildlife Department, the Texas General Land Office, and the Texas Historical Commission, to name a few. The extent of required agency authorizations and coordination often places the regulatory portion of a project on a time-critical path.

5.2 Environmental Compliance

In addition to the general permit authorizations noted in the previous section, FEMA Regulation 4416-DR-TX requires compliance with all applicable environmental laws, regulations, and executive orders (EO). These include:

- National Environmental Policy Act (NEPA)
- Clean Water Act (CWA)
- National Historic Preservation Act (NHPA)
- Endangered Species Act (ESA)
- Coastal Zone Management Act (CZMA) – *(not applicable this project)*
- Coastal Barrier Resources Act (CBRA) – *(not applicable this project)*
- Executive Order 11988 Floodplain Management
- Executive Order 11990 Wetlands Protection

NEPA is the overarching statute and incorporates many of the other environmental and historic preservation laws FEMA will use for environmental review of the proposed project work. Open dialog and coordination with local/regional agency



controllers, field office directors, and FEMA managers is imperative for ensuring project components meet required compliance for federal funding.

6.0 Conclusions and Recommendations

Based on available information, further consultation with disaster recovery staff is warranted to ensure all eligible damage to Faunt Le Roy Park infrastructure is documented and the repairs appropriately scoped in the Project Worksheet.

Damage and repairs that may not have been identified in the original Preliminary Damage Assessment include: (1) a segment of the loop road upstream of Camp Site #6; (2) the Camp Site #6 picnic structure; (3) a cracked segment of the loop road downstream of the obviously damaged guardrail and collapsed pavement; and (4) the scoured channel bank and culvert outlet structure near the park entrance affecting 7th Street.

Feasible repairs or protective measures for damaged park infrastructure in its current location will be difficult to construct and more difficult to defend from future floods.

Given the City's indication that an alternate project may be desirable, consideration should be given to that option during further discussions. In the event an alternate project is not pursued, an on-site alternative to consider is to set back and rebuild damaged infrastructure farther from the river channel.

Without stabilization of the river bank, soil supporting the picnic structure, loop road, and 7th Street could become unstable without warning during or after a flood event.

The "do-nothing" alternative carries the risk of further bank retreat and infrastructure loss. Hazards resulting from such damage include the collapse of the picnic structure, including falling debris and submerged debris, and unsafe conditions for pedestrians and vehicle operation near the vertical bank.

To reduce ongoing soil loss, surface water landward of the bank should be managed such that there is no uncontrolled flow over the edge of the bank.

Elevated water levels, direct rainfall, and/or surface water runoff that saturate the bank were identified as ongoing threats to the short-term stability of the vertical bank. Over the longer term, scour of the sediment at the base of the bank was also identified as a threat to be addressed.



7.0 References

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Response letter from LJA Engineering to FEMA



7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735
t 512.439.4700 LJA.com TBPE F-1386

March 27, 2020

Mr. William Parry, City Manager
City of Gatesville
110 North 8th Street
Gatesville, TX 76528

Re: Disaster Recovery for Faunt Le Roy Park under FEMA-4416-DR
LJA Project No. 1164-1001

Dear Mr. Parry:

The attached information is provided in response to FEMA's request for a description and cost estimate of repairs to Faunt Le Roy Park necessitated by the October 2018 flood event (designated federal disaster FEMA-4416-DR). Additional background is available in LJA's previous Technical Memorandum on the subject dated March 2, 2020.

LJA remains open for business at this point in the Covid-19 crisis. We are available to answer questions and coordinate with you and FEMA as needed. Under the circumstances, please do not hesitate to call my cell number, 512.422.0998, at any time.

Regards,

A handwritten signature in blue ink that reads 'W.L. Worsham'.

W.L. "Bill" Worsham, PE
Director of Coastal Engineering

Attachments: Damage Description and Dimensions
Scope of Repairs
Engineer's Opinion of Probable Construction Cost

Faunt Le Roy Park
City of Gatesville, Texas
FEMA-4416-DR
Prepared March 27, 2020
W.L. "Bill" Worsham, PE
LJA Engineering, Inc.

Damage Description and Dimensions

During the incident period the City of Gatesville experienced severe storms and flooding. Overland flooding from local creeks and rivers caused damage to local roadways and water crossings. The Leon River experienced channel bank soil erosion and numerous slope failures. Faunt Le Roy Park includes camp sites, restroom building, walking trails, picnic areas, open space, and a Frisbee golf course. The park contains a ½ mile loop road around the park perimeter along the Leon River bank. The park occupies a peninsula of land on the inside of a 180-degree bend in the Leon River channel. The Applicant owns and maintains the park.

The descriptions below are listed in order from upstream to downstream location along the Leon River, counterclockwise around the park perimeter. These descriptions relate only to the river bank and adjacent infrastructure. The central parking area and other facilities located within the perimeter of the loop road are not the subject of this investigation.



Section 1, Camp Site #6

The camp site includes a picnic area on a concrete curtain wall foundation adjacent to the Leon River Bank. River bank erosion, slope failure, and soil loss caused by the subject flooding removed supporting soil beneath the curtain wall foundation and resulted in an unstable bank slope. A new crack parallel with the river bank (and not parallel to the road edge or centerline) and at a location consistent with global slope failure of the river bank was caused in the loop road pavement. The crack location is consistently at an approximate 1h:1v slope from the toe of the channel bank.

- Length 60 FT
- Picnic Structure Foundation Soil Loss
- Loop Road Subgrade Failure
- Leon River Bank Slope Failure/Soil Loss 1 CY/FT

Section 2, Leon River Bank and Loop Road Catastrophic Damage

The Leon River bank exhibited previous slope failure that had not reached the loop road. The subject flooding and subsequent rapid drawdown of river water levels caused new slope failure and soil loss undermining and displacing/removing existing road pavement and limestone subgrade material. The landward horizontal extent of the damage is consistent at an approximate 1h:1v slope from the toe of the Leon River channel bank.

- Length 200 FT
- Foundation Soil Loss, Catastrophic Subgrade and Pavement Loss
- Guardrail Catastrophic Damage
- Leon River Bank Slope Failure and Soil Loss 1 CY/FT

Section 3, Leon River Bank Damage and Loop Road Progressive Damage

The Leon River bank segment immediately downstream of the catastrophic damage area in Section 2 also experienced the same cycle of flooding and rapid drawdown without catastrophic damage to the loop road. However, a deep crack emerged in the loop road pavement consistent with the surface expression of a geotechnical slope failure surface associated with channel bank slope failure. The landward horizontal location of the observed deep crack is consistently at an approximate 1h:1v slope from the toe of the Leon River channel bank, and is parallel to the river bank but not parallel with the road edge or centerline.

- Length 600 FT
- Loop Road Subgrade Failure
- Leon River Bank Slope Failure and Soil Loss

Section 4, South 7th Street Culvert Crossing

A drainage inlet structure collects surface runoff on the west side of 7th Street near the Faunt Le Roy park entrance and directs it into a culvert beneath 7th Street to an outlet in the adjacent Leon River bank. Site evidence shows the inlet structure was overwhelmed by surface drainage such that surface flows crossed 7th Street and flowed down the Leon River bank alongside the culvert outlet causing bank erosion adjacent to the outlet. South 7th Street provides the only access to Faunt Le Roy Park.

- Length 100 FT
- Leon River Bank Surface Erosion/Soil Loss
- Leon River Bank Slope Failure
- South 7th Street Culvert Outlet foundation damage

Proposed Scope of Work

The descriptions below summarize the work required to restore the described infrastructure to pre-disaster conditions. The required scope of repairs to the loop road, picnic area, and guardrail are self-evident. The appropriateness of inclusion of a rock gabion gravity structure along the channel bank is perhaps less obvious and worthy of a reasoned justification as follows:

Prior to the subject flood disaster, the Leon River Channel bank was in short-term equilibrium in regard to slope stability. The subject flooding, likely including erosional soil loss, along with the subsequent rapid drawdown of the water level in the Leon River created global slope instability at multiple locations as described above. This instability activated failure surfaces beneath the road pavement and parallel to the river bank, whereby large blocks of earth on the river side of the surface either slid downward (creating vertical dislocations) or rotated toward the river (creating cracks).

Restoring river bank stability and the road pavement now requires that the existing failure surface and/or crack be addressed in the scope of repair. The scope below addresses the crack by proposing a gravity structure of rock gabions rising from the toe of the river channel bank to provide lateral support to the landward soil mass to check further movement. This approach has the dual advantage of also addressing potential undermining scour of the river bank toe.

The actual details of this approach will require geotechnical data collection, surveying, and detailed design. This scope and related engineer's opinion of probable construction cost are necessarily based on reasonable assumptions and estimates based on current, limited information but informed by the engineer's recent experience with similar situations.

Estimated quantities for scope items described below may be found in the attached Engineer's Opinion of Probable Construction Cost.

Section 1, Restore River Bank Stability at Camp Site #6 and Repair Adjacent Loop Road

- Length 60 FT
- Clear and grub channel bank; grade toe foundation and temporary slope in preparation for stone placement
- Place bedding stone, scour apron, and armor stone in gabion containment system
- Place select fill to lines and grades
- Remove pavement to 15 FT landward of existing edge of pavement
- Prepare subgrade
- Install pavement

Section 2, Restore River Bank Stability and Replace Loop Road Catastrophic Damage

- Length 200 FT
- Clear and grub channel bank; grade toe foundation and temporary slope in preparation for stone placement
- Demolish and remove damaged guardrail
- Place bedding stone, scour apron, and armor stone in gabion containment system
- Place select fill to lines and grades
- Remove pavement, full 20 FT width of loop road
- Prepare subgrade
- Install pavement
- Replace guardrail

Section 3, Restore River Bank Stability and Repair Loop Road

- Length 600 FT
- Remove post and cable barrier as necessary
- Clear and grub channel bank; grade toe foundation and temporary slope in preparation for stone placement
- Place bedding stone, scour apron, and armor stone in gabion containment system
- Place select fill to lines and grades
- Remove pavement, full 20 FT width of loop road
- Prepare subgrade
- Install pavement
- Replace post and cable barrier

Section 4, Restore River Bank Stability and Repair Culvert Outlet

- Length 100 FT
- Clear and grub channel bank; grade toe foundation and temporary slope in preparation for stone placement
- Place bedding stone, scour apron, and armor stone in gabion containment system
- Place select fill to lines and grades

Faunt Le Roy Park
Engineer's Opinion of Probable Construction Cost
FEMA-4416-DR
Prepared 3/27/2020 by W.L. "Bill" Worsham, PE
LJA Engineering, Inc.
All unit prices include materials and installation

Item	Description	Quantity	Unit	Unit Price	Cost	
	Section 1, Camp Site #6 (see narrative descriptions)					
1	Earthwork/grading in preparation for river bank armor	60	CY	\$ 15.00	\$ 900.00	
2	Bedding stone	20	TON	\$ 150.00	\$ 3,000.00	
3	Armor stone with gabion containment	140	TON	\$ 150.00	\$ 21,000.00	
4	Scour apron mattress	40	SY	\$ 50.00	\$ 2,000.00	
5	Select granular fill	30	CY	\$ 50.00	\$ 1,500.00	
6	Pavement removal	17	CY	\$ 25.00	\$ 425.00	
7	Subgrade preparation	100	SY	\$ 5.00	\$ 500.00	
8	Pavement	100	SY	\$ 15.00	\$ 1,500.00	\$ 30,825.00
					\$ -	
	Section 2, Loop Road Catastrophic Damage and River Bank Repair					
9	Demolition/removal of guardrail	1	LS	\$ 1,000.00	\$ 1,000.00	
10	Pavement removal	75	CY	\$ 25.00	\$ 1,875.00	
11	Earthwork/grading in preparation for river bank armor	400	CY	\$ 15.00	\$ 6,000.00	
12	Bedding stone	100	TON	\$ 150.00	\$ 15,000.00	
13	Armor stone with gabion containment	1200	TON	\$ 150.00	\$ 180,000.00	
14	Scour apron mattress	133	SY	\$ 50.00	\$ 6,650.00	
15	Select granular fill	200	CY	\$ 50.00	\$ 10,000.00	
16	Subgrade preparation	445	SY	\$ 5.00	\$ 2,225.00	
17	Pavement	445	SY	\$ 15.00	\$ 6,675.00	
18	Guardrail	75	FT	\$ 20.00	\$ 1,500.00	
19	Post and cable barrier	125	FT	\$ 5.00	\$ 625.00	\$ 231,550.00
					\$ -	
	Section 3, Loop Road Subgrade and River Bank Repair					
20	Earthwork/grading in preparation for river bank armor	600	CY	\$ 15.00	\$ 9,000.00	
21	Bedding stone	300	TON	\$ 150.00	\$ 45,000.00	
22	Armor stone with gabion containment	3600	TON	\$ 150.00	\$ 540,000.00	
23	Scour apron mattress	400	SY	\$ 50.00	\$ 20,000.00	
24	Select granular fill	300	CY	\$ 50.00	\$ 15,000.00	
25	Pavement removal	222	CY	\$ 25.00	\$ 5,550.00	
26	Subgrade preparation	1333	SY	\$ 5.00	\$ 6,665.00	
27	Pavement	1333	SY	\$ 15.00	\$ 19,995.00	
28	Post and cable barrier	600	FT	\$ 5.00	\$ 3,000.00	\$ 664,210.00
					\$ -	
	Section 4, 7th Street Culvert Outlet and River Bank Repair					
29	Earthwork/grading in preparation for river bank armor	100	CY	\$ 15.00	\$ 1,500.00	
30	Bedding stone	50	TON	\$ 150.00	\$ 7,500.00	
31	Armor stone with gabion containment	600	TON	\$ 150.00	\$ 90,000.00	
32	Scour apron mattress	67	SY	\$ 50.00	\$ 3,350.00	
33	Select granular fill	50	CY	\$ 50.00	\$ 2,500.00	\$ 104,850.00
					\$ -	
	Construction subtotal				\$ 1,031,435.00	
	Mobe/demobe (10% of construction cost)				\$ 103,143.50	
	CONSTRUCTION TOTAL				\$ 1,134,578.50	
	Pre-Construction Engineering and Design (10% of construction total)				\$ 113,457.85	
	Construction Inspection (2% of construction total)				\$ 22,691.57	
	Regulatory, lump sum estimate including cultural resources report/monitoring (known site)				\$ 60,000.00	
	Survey (lump sum estimate)				\$ 10,000.00	
	Geotech (lump sum estimate including 3 soil borings)				\$ 20,000.00	
	TOTAL PROJECT COST				\$ 1,360,727.92	

EOPC Assumptions

Section 1

Length	60 FT
Stone	1.5 TON/CY
Earthwork	1 CY/FT
Bedding	0.333 TON/FT
Armor	3.5 TON/FT
Mattress	0.667 SY/FT
Fill	0.5 CY/FT
Pvmt remo	0.2777 CY/FT

Section 2

Length	200 FT
Stone	1.5 TON/CY
Earthwork	2 CY/FT
Bedding	0.5 TON/FT
Armor	6 TON/FT
Mattress	0.667 SY/FT
Fill	1 CY/FT
Pvmt remo	0.37 CY/FT

Section 3

Length	600 FT
Stone	1.5 TON/CY
Earthwork	1 CY/FT
Bedding	0.5 TON/FT
Armor	6 TON/FT
Mattress	0.667 SY/FT
Fill	0.5 CY/FT
Pvmt remo	0.37 CY/FT

Section 4

Length	100 FT
Stone	1.5 TON/CY
Earthwork	1 CY/FT
Bedding	0.5 TON/FT
Armor	6 TON/FT
Mattress	0.667 SY/FT
Fill	0.5 CY/FT



City Manager Report Agenda Item #14

Date: December 12, 2023
To: Mayor & City Council
From: Scott L. Albert
Subject: City Manager Report

The purpose of this report is to keep the public, city council, and staff informed about ongoing projects and initiatives. The following report offers readers information on funding, rationale, and updates regarding various projects and initiatives underway in the city.

1. MUSCO Athletic Field Lighting for the Gatesville Sports Complex:

Funding:

Lease Purchase Agreement

Principal Amount	Annual Payment	First Payment Date	Final Payment Date
\$781,000.00	\$102,022.52	10/01/24 next FY budget	10/01/33 (10 yr term)

The annual payments for the MUSCO lighting will be funded from the Hotel/Motel (HOT) Funds. The first payment is not due until the next fiscal year (FY 24/25), at which point the HOT funds earmarked this year (\$55,000) for paying off the debt incurred for renovating the civic center will be allocated towards the purchase of MUSCO lighting in FY 24/25. The remaining balance of the new annual debt service payment will also be covered by HOT funds.

Rationale:

The decision to implement MUSCO lighting on three of the six athletic fields stems from the existing aging poles and light fixtures that are a potential hazard to the public. Although the lighting on other athletic fields will also need replacement eventually, our staff has opted to stagger capital improvements to prevent the city from being burdened in the future with replacing all athletic field lighting systems simultaneously. MUSCO lighting was selected for the following reasons;

1. Integrated engineering – MUSCO is engineered as a complete system in contrast to other lighting products that are assembled using different parts.
2. Direct Manufacturer – MUSCO distinguishes itself from other lighting systems by being the designer and manufacturer of their lighting system.
3. Maintenance-Free Warranty – MUSCO lighting includes zero maintenance costs for the entire 25-year warranty. MUSCO actively monitors their lighting systems 24/7 and promptly notifies clients of any issues, such as malfunctioning fixtures; blown fuses, faulty drivers, etc.

- 4. Reliable Power Management – MUSCO uses mechanically held contactors ensuring that power to the poles is completely cut off when the light is turned off.
- 5. Durable Pole – MUSCO employs pre-cast concrete bases, so the pole split fits down over the base with the steel poleis set 2 feet above grade to keep the steel pole out of the corrosion zone.
- 6. Advanced light control – minimizing light pollution in nearby highways and neighborhoods.
- 7. Made in the USA!

We anticipate that in the next 12-24 months, the city will develop a concept plan for the Gatesville Sports Complex with the intent of developing a strategy that will optimize the use of land at the complex while identifying new facilities and developing plans for enhancing existing facilities. Our goal for the Gatesville Sports complex is maximize our space and facilities at the complex for attracting visitors to the community, encouraging them to stay in local hotels, dine at restaurants, explore the downtown area, and more.

Update:

NEMA 3 Electric, the subcontractor for Musco, two weeks installed the poles and lights and they anticipate the lights will be operational by

2. Removal of the Civic Center Sign at the East entrance of Veteran Memorial Dr.:

Funding:

Proposal	Funding Source	Potential Revenue from Sale of the Sign
\$3,000.00/NC	Pending	Pending/Barter

Rationale:

Staff has requested NEMA 3 Electric the subcontractor for MUSCO lighting to disconnect the power to the Civic Center marque sign situated on the eastern side of the Gatesville Sports Complex. This action will allow us to proceed with removing the sign. The rationale for removing the sign is to provide for possible space needed for widening the Veteran Memorial Dr. entrance but also the ability of removing the sign at no costs to the city by exchanging surplus property (old light poles and fixtures) for services to remove and dispose of the sign.

Update:

NEMA 3 Electric has agreed to disconnect the power supply to the Civic Center sign. Staff has received a proposal form Gribble Construction for \$3,000 to remove and disposal of the sign. However, TTG Utilities has offered to remove and dispose of the Civic Center sign in exchange for 8 poles and 32 fixtures of the old athletic fielding lighting systems.

3. Stillhouse WWTP Phase I Improvements:

Funding:

Stillhouse WWTP Upgrades Phase I

Description	Amount
Matous Construction Contract	\$7,203,000.00
Walker Partners Contract	\$1,982,606.00
Total Project Costs	\$9,185,606.00
Walker Partners Expenditures already paid for with TWDB funds through the end of FY 23.	\$1,600,477.51
TWDB Funds required to complete the project within the next 18-24 months	\$7,585,128.49
Available TWDB Funds budgeted to complete the project.	\$8,000,000
Potential Surplus of TWDB Funds at project completion – does not include interest earned.	\$414,871.51

Rationale:

Initial reasoning for expanding the WWTP

On May 4, 2017, the Texas Commission on Environmental Quality (TCEQ) issued a potential violation notice to the city due to the city exceeding 90% of the Stillhouse WWTP (Wastewater Treatment Plant) capacity for multiple months. Below, the TCEQ rules outlining the actions a city should take when they consistently measure a certain amount of flow over a given period

TCEQ 75% Rule

Whenever flow measurements for any sewage treatment plant facility in the state reaches 75% of the permitted average daily or annual average flow for three consecutive months, the city must initiate engineering and financial planning for expansion and/or upgrading of the wastewater treatment and /or collection facilities.

TCEQ 90% Rule

Whenever the average daily or annual flow reaches 90% of the permitted average daily flow for three consecutive months, the city shall obtain necessary authorization from the TCEQ to commence construction of the necessary additional treatment and/or collection facilities.

Since January of 2020 the city's monthly average flow at the Stillhouse WWTP has been 65% and not once has the WWTP reached 75% which

is the benchmark when design work should commence on expanding the WWTP.

Reason for changing the original scope of work on expanding the WWTP

The bids for the project came in \$4.0-\$5.0 million more than what was expected so the decision was made to divide the project into two phases. The first phase would focus on improvements that are immediately needed with the available TWDB funds. The second phase would focus on expanding the WWTP once funding has been identified.

Reasoning for not proceeding with the expansion

The historical records show the flows have decreased to an average of 65% of the plant's capacity which is more than likely do to measures the prison has implemented to reduce their flows. The TCEQ and TWDB have both agreed that the city can keep their WWTP capacity at 2.2 MGD for the next five years until we renew our permit and at that time we will consider if a WWTP expansion is necessary.

Next steps

In 2022, the city completed a wastewater system master plan, which involved smoke testing throughout the city. However, it is worth noting that the collection system for the Stillhouse WWTP was not subjected to smoke testing. Smoke testing is widely recognized as one of the most efficient and cost-effective methods for locating and identifying sources of infiltration within the city's sewer system. This testing is crucial because, annually, millions of gallons of stormwater infiltrate the sewer system, potentially overloading it, along with pump stations and the treatment plant. When stormwater, such as rainwater and sprinkler runoff, enters the sewer system, it is treated as wastewater, incurring treatment and transportation costs. This situation can result in increased expenses, which are ultimately borne by taxpayers.

Before proceeding with any further expansion of the Stillhouse WWTP, it is essential to prioritize smoke testing in the collection system that feeds into it, rather than focusing solely on the treatment plant itself. Our objective is to initiate the smoke testing process for the Stillhouse collection system in August 2024, with the hope of addressing these issues comprehensively.

Update:

We are currently awaiting approval from the TWDB for the contract documents with Matous Construction before we can move forward with the project. According to information provided by Walker Partners, here is a general outline of the project's anticipated timeline:

- TWDB approval of the contract and conformed documents: Expected by the end of November.
- Notice to proceed: Anticipated for mid-December.
- Contractor on-site: Expected to commence in January 2024.

Once the TWDB approves the contract and conformed documents, Walker Partners should be able to provide a more detailed and defined project schedule.

4. Lovers Lane Water/Wastewater Replacement:

Funding:

Lovers Lane Water/Wastewater Replacement Project

Description	Amount
B-Corp Utilities Construction Contract which includes Change Orders NO. 1 – NO. 3	\$1,540,431.64
Walker Partners Contract	\$188,000.00
Total Project Costs with Change Orders	\$1,728,431.64
Expenditures already paid for with ARAP funds in FY 22 -23.	-544,729.92
ARAP Funds required to complete the project in FY 24.	1,183,701.72
Available CIP Funds for FY 24	\$1,727,627.00
Potential Surplus of budget funds at project completion.	\$544,729.92

Rationale:

The primary goal of this project is to upgrade the water distribution and wastewater collection system lines to provide higher pressures and increase volume. The old cast iron water line will be replaced with an 8-inch PVC line from Lowery Dive to Osage Road at which point the water line will be increased to 10-inch PVC continuing south crossing S.H. 84 to crossing SH 36 Business to Bridge Street and connecting with an existing 16-inch main. The project also includes the removal and replacement of existing wastewater along the project route removing old clay tile sewer line and replacing with 8-inch PVC. The project also includes the milling of the existing asphalt

roadway, proof rolling of the existing base material and overlay of the roadway with 2-inch of Hot Mix.

Update:

The replacement of the sewer line in front of the school is scheduled to occur during the Christmas break. This will allow B-Corp Utilities to complete as much work as possible without the need to start late or shut down operations mid-day to accommodate the school's schedule. Following the Christmas break, B-Corp will have some remaining work on the sewer line, which will be coordinated to minimize disruptions to the school.

B-Corp has communicated to the school district that the intersection of Elm Street and Lovers Lane will be closed on December 18th, but access to the Austin Street area will still be available for certain school events.

On December 11th, B-Corp will temporarily shut down the Bridge Street and Lovers Lane area in order to connect the water line at 12th Street. This closure is expected to last until December 13th. During this time, traffic will not be allowed to turn from HWY 36 onto Lovers Lane/Bridge Street area, but access to HWY 36 from Lovers Lane will remain open.

B-Corp Utilities estimates that all utility work will be completed by mid-February, and road surface improvements will commence during Spring break. Road surface replacement is very dependent on weather temperatures. The surface can be milled, and proof rolled no matter the temperature, but asphalt replacement can only be done when the temperature is above 40 degrees and rising.

5. Mills Street Water/Sewer Line Replacement:

Funding:

Mill Street Phase II Project

Description	Amount
LC Paving & Construction Contract which includes change orders 1-2.	\$707,130.00
Walker Partners – Engineering Contract for services	\$144,658.05
Total Project Costs with Change Orders	851,788.05
Expenditures paid with existing utility funds in FY 22-23 budgets.	-377,706.60
Existing utility funds required to complete the project in FY 24.	474,081.45
Available existing utility funds in the FY 24 CIP budget for the Mill Street Project.	635,305.00
Potential Surplus of budget funds at project completion.	161,223.55

Rationale:

The project's scope of work entails the installation of an 8-inch water line along Mary Street, 16th Street, Barnes Street, and 18th Street. Additionally, it involves the removal and replacement of existing wastewater lines along the project route. The responsibility for repaving the street lies with the city.

Update:

After the completion of the water and sewer work, the streets department will proceed to remove 10 inches of existing material and replace it with 8 inches of new base, followed by a 2-inch layer of hot mix asphalt. The timing for applying the hot mix will be determined primarily by the weather conditions.

2023

-JANUARY-

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-DECEMBER-

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