

# **Regular City Council Meeting**

**February 13, 2024**

**At**

**Gatesville Council Chamber**

**110 N. 8<sup>th</sup> Street**

**5:30 P.M.**



**INDEX  
REGULAR CITY COUNCIL MEETING  
FEBRUARY 13, 2024**

**5:30 P.M.**

**PAGE 1-2 --- AGENDA – 2-13-2024**

**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.**

**PAGE 3-29 - 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 2024-11: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM SPECIAL CITY COUNCIL MEETING JANUARY 23, 2024. (WENDY COLE)**

**RESOLUTION 2024-12: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF FIRST QUARTER FY 23-24 INVESTMENT REPORT. (MIKE HALSEMA)**

**RESOLUTION 2024-13: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF FIRST QUARTER FY 23-24 BUDGET REVIEW REPORT. (MIKE HALSEMA)**

**RESOLUTION 2024-14: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZING THE FINANCE DIRECTOR AS THE CLOSING OFFICER FOR THE PROPOSED 6.8 ACRES FROM THE CLOSED LANDFILL. (MIKE HALSEMA)**

**PAGE 30-- CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICE AGREEMENT WITH FREESE NICHOLS, INC. (FNI) TO ASSESS THE CITY'S VULNERABILITY TO A CYBER-ATTACK ON THE CITY'S WATER SYSTEM AND FORMULATE A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) BUSINESS PLAN, VULNERABILITY ASSESSMENT, AND A PROJECT LIST AIMED AT BOLSTERING THE CITY'S DEFENSES AGAINST POTENTIAL CYBERATTACKS ON THE CITY'S WATER INFRASTRUCTURE.  
(SCOTT ALBERT & NICK CLAUDIO)**

**PAGE 31-42 CITY COUNCIL MEMORANDUM - DISCUSSION AND POSSIBLE ACTION REGARDING THE FINANCING OF A USED VACUUM TRUCK FOR UTILITY OPERATIONS. (SCOTT ALBERT & ROBERT BUSTER)**

**PAGE 43-59 CITY COUNCIL MEMORANDUM - DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION SUPPORTING THE SUBMITTAL OF AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND**

**COMMUNITY AFFAIRS FOR THE 2024 LOW INCOME HOUSING TAX  
CREDIT PROGRAM IN RELATION TO THE GATEWAY VISTA  
APARTMENTS. (JUSTIN MACDONALD & HUNTER PATTERSON)**

**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 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES)  
SECTION 551.087 (DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT  
NEGOTIATIONS)  
SECTION 551.086 (CONCERNING MUNICIPALLY OWNED UTILITY-  
COMPETITIVE MATTERS)**

**DURING EXECUTIVE SESSION, THE FOLLOWING MATTER WILL BE DISCUSSED:**

- A. DISCUSSION REGARDING SECTION 56-6 OF THE CITY CODE REGARDING NO  
RIGHT TO SERVICE OUTSIDE THE CITY. (SCOTT ALBERT)**

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

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

**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 8<sup>TH</sup> STREET, GATESVILLE, TEXAS 76528**  
**FEBRUARY 13, 2024**

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.**

**CONSENT:**

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

**Resolution 2024-11: Discussion and possible action regarding approval of Minutes from Special City Council Meeting held on January 23, 2024. (Wendy Cole)**

**Resolution 2024-12: Discussion and possible action regarding approval of First Quarter FY 23-24 Investment Report. (Mike Halsema)**

**Resolution 2024-13: Discussion and possible action regarding approval of the First Quarter FY 23-24 Budget Review Report. (Mike Halsema)**

**Resolution 2024-14: Discussion and possible action regarding authorizing the Finance Director as the closing officer for the proposed 6.8 acres from the closed landfill. (Mike Halsema)**

**OTHER BUSINESS:**

6. **Discussion and possible action regarding a professional service agreement with Freese, Nichols, Inc. (FNI) to assess the City's vulnerability to a cyber-attack on the city's water system and formulate a Supervisory Control and Data Acquisition (SCADA) business plan, vulnerability assessment, and a project list aimed at bolstering the city's defenses against potential cyberattacks on the city's water infrastructure. (Scott Albert & Nick Claudio)**
7. **Discussion and possible action regarding the financing of a used vacuum truck for utility operations. (Scott Albert & Robert Buster)**
8. **Discussion and possible action regarding a resolution supporting the submittal of an application to the Texas Department of Housing and Community Affairs for the 2024 Low Income Housing Tax Credit Program in relation to the Gateway Vista Apartments. (Justin MacDonald and Hunter Patterson)**

**EXECUTIVE SESSION:**

9. **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)**

**During Executive Session, the following matter will be discussed:**

- A. Discussion regarding Section 56-6 of the city code regarding no right to service outside the city. (Scott Albert)**
- 10. End Executive Session and Reconvene Open Meeting-----**
- 11. Discussion and possible action resulting from deliberations in Executive Session**
- 12. Adjourn Meeting**

**I hereby attest that the above agenda was posted on this the 9th day of February, 2024 by 5:00 p.m. on the official City of Gatesville website, [www.gatesvilletx.com](http://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](mailto:wcole@gatesvilletx.com) for further information.

SPECIAL CITY COUNCIL MEETING  
JANUARY 23, 2024  
5:30 P.M.  
COUNCIL CHAMBERS, 110 NORTH 8TH STREET,  
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER SPECIAL CITY COUNCIL MEETING AT 5:30 P.M. THIS 23RD DAY OF JANUARY, 2024

2) QUORUM CHECK/COUNCIL PRESENT: Mayor Pro-Tem Meredith Rainer, Councilmembers Barbara Burrow, Joe Patterson, and Aaron Smith

REGRETS: Mayor Gary Chumley, Councilmembers John Westbrook and Greg Casey

CITY STAFF PRESENT: City Manager Scott L. Albert, City Secretary Wendy Cole, Finance/HR Director Mike Halsema, Police Chief Brad Hunt, Special Events Coordinator Cheri Shepherd

OTHERS: Alice Woods, Michael Fogel, Ken Mallach, Kim Hill, and Gatesville Messenger Staff Writer Kaylee Dusang, Nick Claudio and Kara Iles of Freese & Nichols, Inc. (participating virtually by- way- of computer)

3) INVOCATION: Councilmember Smith/PLEDGE OF ALLEGIANCE: Led by Mayor Pro-Tem 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.

Visitors present were only concerned with an agenda item.

5) DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM THE REGULAR CITY COUNCIL MEETING HELD ON JANUARY 9, 2024.

RESOLUTION 2024-08: Motion by Barbara Burrow, seconded by Aaron Smith, to approve the minutes from the Regular City Council Meeting held on January 9, 2024; all four voting "Aye", motion passed.

6) DISCUSSION AND POSSIBLE ACTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. (FNI) TO PERFORM A CYBERSECURITY ASSESSMENT OF THE CITY'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM FOR POTENTIAL CYBERATTACKS ON THE CITY'S WATER AND WASTEWATER INFRASTRUCTURE. (SCOTT ALBERT, NICK CLAUDIO AND KARA ILES)

City Manager Albert introduced Nick Claudio and Kara Iles of Freese & Nichols, Inc, who were participating in the meeting by- way- of computer.

City Manager Albert said that on December 1, 2023, the Federal Bureau of Investigation (FBI) issued an alert confirming hackers had breached multiple small water utilities in the United States.

In response to those events, Gatesville staff contacted Freese & Nichols, Inc, (FNI) to conduct a cybersecurity assessment of the City's Supervisory Control and Data Acquisition (SCADA) system. SCADA, is a critical data system that the city relies on to control the city's water and wastewater infrastructure.

The proposal from Freese & Nichols aims to identify the necessary improvements that the city needs to make in order to enhance the protection of the city's water and wastewater infrastructure. Additionally, since the city is currently in the process of preparing a water system improvement plan, it is more cost-effective to address cybersecurity issues now while identifying upgrades for the water system rather than postponing them.

Nick Claudio of FNI said that the purpose of the assessment is to identify the potential cybersecurity flaws, vulnerabilities, and blind spots in the SCADA system so then FNI will be able to develop a high level plan to address the issues. Tasks discussed for the proposed agreement included: Information Request, Business Requirements Workshop, Network Mapping & Vulnerability Scanning, Cybersecurity Evaluation Workshop(s), and Report Development.

There was a lengthy discussion/questions regarding the proposal and the cost of \$49,769.00. Council questioned if all available resources were used and if it would be more cost effective to use a local business. Mr. Claudio said that SCADA is a more specialized item and functions very differently than business networks and also that FNI has a lot of experience in performing these types of projects. It was noted by Mr. Claudio that all facilities are different and could have different systems, firewalls, and features or have had more upgrades than Gatesville which affects the vulnerabilities and how hackers can move around the system. Following the discussion Mayor Pro-Tem suggested that this proposal be deferred to the next meeting when the whole Council would be in attendance.

RESOLUTION 2024-09: Motion by Joe Patterson, seconded by Aaron Smith, to defer discussion in regards to entering into a professional services agreement with FNI, Inc to conduct a cybersecurity assessment for the city's Supervisory Control and Data Acquisition (SCADA) system to a future meeting; all four voting "Aye", motion passed.

7) DISCUSSION POSSIBLE ACTION REGARDING A RESOLUTION SUPPORTING THE SUBMITTAL OF AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2024 LOW INCOME HOUSING TAX CREDIT PROGRAM IN RELATION TO THE GATESVILLE CROSSING PROJECT. (MICHAEL FOGEL & ALICE WOODS)

Alice Woods and Michael Fogel of Trinity Housing Developments provided a Power-Point presentation regarding the two proposed projects that were discussed at the previous Council meeting: Gatesville Crossing & Gatesville Terrace. Gatesville Crossing (for families) is proposed to be located on the east side of Hwy 36 and Gatesville Terrace (for senior residents) is proposed to be located on the west side of Hwy 36. Trinity Housing Developments is asking for the City's support for both proposed projects but with the understanding that only one would be approved. If Council only desires to support one project it was suggested that it be Gatesville Crossing as it anticipated to be the most favorable option. Reasoning for Gatesville Crossing to be most favorable:

1. The site score is better based upon the Texas Department of Housing and Community Affairs Qualified Allocation Plan and therefore more likely to be awarded the tax credits.
2. The development of this site opens up opportunity for further commercial development south of the Walmart Supercenter, including 450 feet of frontage along Hwy 36.
3. Market studies show a more significant demand for mixed income housing for all ages – not just specifically senior residents.

If Council would approve both developments, Trinity Housing Developments would most likely submit the application for Gatesville Crossing and would have Gatesville Terrace for a backup option should any unforeseen issues arise. Therefore, supporting both projects will give Gatesville the best chance of getting one project approved.

There was a discussion regarding the tax credit process and rental compliance requirements for both proposed projects. Also highlighted during the presentation were both property locations on the map, water & sewer options, and curb cutting and property entrance that would be coordinated with TxDOT.

RESOLUTION 2024-06: Motion by Barbara Burrow, seconded by Joe Patterson, to approve Resolution No. 2024-06, supporting the submission of an application to the Texas Department of Housing and Community Affairs for the 2024 Low-Income Housing Tax Credit Program concerning the Gatesville Crossing project, along with a financial contribution towards the project from the city not to exceed \$250.00; all four voting "Aye", motion passed.

8) DISCUSSION POSSIBLE ACTION REGARDING A RESOLUTION SUPPORTING THE SUBMITTAL OF AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2024 LOW INCOME HOUSING TAX CREDIT PROGRAM IN RELATION TO THE GATESVILLE TERRACE PROJECT. (MICHAEL FOGEL & ALICE WOODS)

Mayor Pro-Tem Rainer asked Council if there were any questions and there were none.

RESOLUTION 2024-07: Motion by Aaron Smith, seconded by Barbara Burrow, to approve Resolution No. 2024-07, supporting the submission of an application to the Texas Department of Housing and Community Affairs for the 2024 Low-Income Housing Tax Credit Program concerning the Gatesville Terrace project, along with a financial contribution towards the project from the city not to exceed \$250.00; all four voting "Aye", motion passed.

9) UPDATE REGARDING THE ECLIPSE EVENT ON APRIL 8, 2024 INCLUDING DISCUSSION AND POSSIBLE ACTION REGARDING TEMPORARY CLOSURE OF STREETS ON APRIL 6TH AND 7TH, 2024 FOR THE PRE-ECLIPSE CELEBRATION, "BLOCK OUT THE SUN PARTY" (CHERI SHEPHERD & BRAD HUNT)

Police Chief Brad Hunt and Special Events Coordinator Cheri Shepherd provided an update to the Council regarding the upcoming Eclipse public safety plans & the events happening to celebrate the Eclipse event.

Chief Hunt said the Town Hall meeting last week was well attended with approximately fifty (50) people. Chief Hunt highlighted the anticipated traffic congestion and plans for emergency vehicle routes, and noted the innumerable amount of people that are projected to come to Gatesville. Chief Hunt emphasized the need for Gatesville citizens and retailers to be prepared with gas for their vehicles and supplies at their houses and businesses as it will be difficult to get around town for a few days. Extra officers will be in town to assist the Gatesville police officers with duties and calls and will be situated in different sectors of town. An emergency vehicle lane is being planned (with TxDOT's approval) to be sectioned off and reserved for emergency vehicles only. Area safety officers and other organizations will be able to assist also as needed: Sheriff's Department, Department of Public Safety, GISD Police Officers, County Judge, Waste Management, Fort Cavazos, and Texas Department of Emergency Management, and others. Other plans will be confirmed with Fire Chief Billy Vaden and with the Street Department as the Eclipse date gets closer. Legal parameters of renting out facilities such as Recreational Vehicles were also discussed. The goal is to hopefully let people that travel in our area experience the least amount of discomfort and delay.

Chief Hunt encouraged everyone to sign up for the Code Red alert system as it will be utilized quite a bit during the Eclipse week to report any problems or issues.

Special Events Coordinator Cheri Shepherd said that she has talked to civic organizations, churches, and business owners and residents regarding preparation and anticipation of what to expect. The city is marketing Eclipse glasses and Eclipse t-shirts at various places around town. Camping will be available



SPECIAL CITY COUNCIL MEETING  
JANUARY 23, 2024  
PAGE 4

at Faunt LeRoy Park by reservation only. There are already several out- of- state reservations that have been made.

Ms. Shepherd discussed the planned downtown festival activities along with the request to temporarily close streets from 7am on Saturday, April 6 through 6pm on Sunday, April 7 to allow vendors and activities to be set up on the following streets:

- South 6th Street, from Main Street to Leon Street.
- Leon Street, from South 6th Street to South 8th Street.
- South 7th Street, from Main Street to Bridge Street.

The advantage of this festival is to give visitors and residents something to do on the weekend before the Eclipse event on Monday, April 8, 2024. The festival events around the Courthouse square will be free admission and will include local entertainment of gospel music on Sunday, games, photo props, cornhole tournament, pickleball, and Farm Bureau will sponsor some interactive educational activities. A petting zoo and goat roping activity will be held on the lot across from the City of Gatesville swimming pool. Merchandise and Food vendors will be set up around the square and these opportunities are open for local organizations and non-profits to become part of this event to use as a fund raiser or community outreach. There will be an Eclipse presentation set up in the city auditorium from a NASA ambassador and is a free event but those that wish to attend will need to reserve a ticket because of limited seating. So far, 262 tickets have been claimed for that event. An art show will take place on Saturday in Leaird's Furniture Store for any local artists that would wish to exhibit their artwork.

**RESOLUTION 2024-10:** Motion by Barbara Burrow, seconded by Joe Patterson, to approve the temporary closure of South 6th Street, from Main Street to Leon Street, Leon Street, from South 6th Street to South 8th Street, and South 7th Street, from Main Street to Bridge Street for the BLOCK (out the sun) PARTY Eclipse Festival on April 6-7, 2024; all four voting "Aye", motion passed.

**10) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS REPEALING ARTICLE III, ALARM SYSTEMS, SECTIONS 14-47 THROUGH 14-51, AND ADDING SECTIONS 14-52 THROUGH 14-55, OF THE CODE OF ORDINANCES OF THE CITY OF GATESVILLE; AND PROVIDING AN EFFECTIVE DATE (2<sup>ND</sup> READING OF ORDINANCE 2024-01) (BRAD HUNT)**

Police Chief Brad Hunt said that there have been no changes to the proposed Alarm System Ordinance since the last reading. Police Department staff has been conducting weekly meetings with PM AM Corporation to make sure all the procedures will be set to go when the Ordinance and effective date is approved. There was a brief discussion regarding the changes and that when approved the system will be more user friendly as an application can be submitted online.

**ORDINANCE 2024-01-02:** Motion by Meredith Rainer, seconded by Greg Casey, to approve the second reading of Ordinance 2024-01 repealing Article III, Alarm Systems, Sections 14-47 through 14-51, and adding Sections 14-52 through 14-55, of the Code of Ordinances of the City of Gatesville; and providing an effective date; all four voting "Aye", motion passed.

**11) ADJOURN MEETING AT 6:44 P.M. THIS 23RD DAY OF JANUARY, 2024**

ATTEST:

APPROVED:

\_\_\_\_\_  
Wendy Cole  
City Secretary

\_\_\_\_\_  
Meredith Rainer  
Mayor Pro-Tem

City of Gatesville TX FY2023-2024 1st Quarter Investment Report

Fund	Description	Type	Book Value 9/30/23	Market Value 9/30/2023	Interest Earned	Book Value 12/31/23	Market Value 12/31/2023	Days to Mat	Unrealized Gain/Loss	Change in Market Value
Pooled	Pooled Cash	BKNDP	\$ 4,723,328	\$ 4,723,328	\$ 1,483	\$ 3,347,099	\$ 3,347,099	1	\$ -	\$ (1,376,229.51)
Enterprise	FT HOOD WWR RESERVE	MMF	\$ 384,428	\$ 384,428	\$ 145	\$ 384,573	\$ 384,573	1	\$ -	\$ 145.37
Enterprise	2020 WATER MTR BOND I&S	MMF	\$ 133,622	\$ 133,622	\$ 7	\$ -	\$ -	1	\$ -	\$ (133,622.04)
Enterprise	2019 TWDB BOND PROCEEDS (BOKF)	MMF	\$ 8,752,435	\$ 8,752,435	\$ 111,212	\$ 8,863,647	\$ 8,863,647	1	\$ -	\$ 111,211.89
Enterprise	2019 TWDB BOND reserve	MMF	\$ 462,041	\$ 462,041	\$ 180	\$ 480,551	\$ 480,551	1	\$ -	\$ 18,510.70
General	TEXSTAR CLFR FUNDS 1	LGIP	\$ 1,083,914	\$ 1,083,914	\$ 12,901	\$ 616,768	\$ 616,768	1	\$ -	\$ (467,146.18)
General	TEXSTAR CLFR FUNDS 2	LGIP	\$ 1,524,707	\$ 1,524,707	\$ 20,315	\$ 1,478,876	\$ 1,478,876	1	\$ -	\$ (45,831.64)
General	TEXSTAR GENERAL FUND RESERVES	LGIP	\$ 1,007,574	\$ 1,007,574	\$ 13,598	\$ 1,021,171	\$ 1,021,171	1	\$ -	\$ 13,597.60
Enterprise	TEXSTAR W&S FUND RESERVES	LGIP	\$ 1,007,574	\$ 1,007,574	\$ 13,598	\$ 1,021,171	\$ 1,021,171	1	\$ -	\$ 13,597.60
General	TEXPOOL MMA	LGIP	\$ 441,213	\$ 441,213	\$ 5,995	\$ 447,209	\$ 447,209	1	\$ -	\$ 5,995.43
General	BANKOZK LEASE PUR ESC 2023	MMF	\$ -	\$ -	\$ 5,330	\$ 289,636	\$ 289,636	1	\$ -	\$ 289,635.51
<b>Totals</b>			<b>\$ 19,520,837</b>	<b>\$ 19,520,837</b>	<b>\$ 184,763</b>	<b>\$ 17,950,702</b>	<b>\$ 17,950,702</b>		<b>\$</b>	<b>\$ (1,570,135.27)</b>

Type Breakdown:	Book Value	Percent of portfolio	Wtd Avg Mat	Wtd Avg Yield
LGIP	4,585,195	25.54%	1	1.7760%
MMF	10,018,407	55.81%	1	1.2042%
BKNDP	3,347,099	18.65%	1	0.0443%
<b>Totals</b>	<b>17,950,701.53</b>	<b>100.00%</b>	<b>1</b>	<b>1.13396%</b>

This report is in compliance with the City of Gatesville Investment Policy and the Public Funds Investment Act (Sec. 2256.023).

*Scott & Albert*  
 Scott Albert  
 City Manager/Investment Officer

*Mike Halsema*  
 Mike Halsema  
 Finance Director/Investment Officer

*We need to move additional funds from Pooled Cash to Texstar*

## General Fund

Revenues	DECEMBER	2023-24	2023-24	% YTD
		Budget	YTD	
AV Taxes	126,200	2,799,236	385,214	13.8%
Sales Tax	228,861	2,909,568	717,925	24.7%
Franchise Fees	37,349	797,203	195,482	24.5%
Fines & Fees	10,125	151,000	36,939	24.5%
Other taxes	1,143	15,000	3,620	24.1%
Licenses & Permits	12,308	36,600	23,807	65.0%
Rental Income	7,391	33,500	18,897	56.4%
Parks & Rec	25,890	380,000	67,598	17.8%
Misc. Revenues	13,170	151,500	41,891	27.7%
Intergovernmental	-	-	-	
Inter fund Transfers	53,861	777,785	161,584	20.8%
<b>TOTAL REVENUES</b>	<b>516,297</b>	<b>8,051,392</b>	<b>1,652,956</b>	<b>20.5%</b>
<b>Expenditures</b>				
<b>LIBRARY</b>				
Personnel Svcs.	11,812	178,241	37,783	21.2%
O&M	9,260	96,355	25,971	27.0%
<b>Total</b>	<b>21,072</b>	<b>274,596</b>	<b>63,753</b>	<b>23.2%</b>
<b>ADMINISTRATION</b>				
Personnel Svcs.	51,909	686,597	159,066	23.2%
O&M	63,586	713,951	188,391	26.4%
<b>Total</b>	<b>115,495</b>	<b>1,400,548</b>	<b>347,458</b>	<b>24.8%</b>
<b>PLANNING</b>				
Personnel Svcs.	12,632	164,047	40,146	24.5%
O&M	2,543	19,160	8,563	44.7%
<b>Total</b>	<b>15,175</b>	<b>183,207</b>	<b>48,708</b>	<b>26.6%</b>
<b>POLICE</b>				
Personnel Svcs.	188,967	2,245,666	594,596	26.5%
O&M	17,859	462,549	175,711	38.0%
<b>Total</b>	<b>206,826</b>	<b>2,708,215</b>	<b>770,306</b>	<b>28.4%</b>
<b>COURT</b>				
Personnel Svcs.	11,548	149,766	36,948	24.7%
O&M	17,177	49,870	24,236	48.6%
<b>Total</b>	<b>28,725</b>	<b>199,636</b>	<b>61,184</b>	<b>30.6%</b>
<b>FIRE</b>				
Personnel Svcs.	83	1,000	250	25.0%
O&M	10,603	311,554	107,233	34.4%
<b>Total</b>	<b>10,686</b>	<b>312,554</b>	<b>107,483</b>	<b>34.4%</b>
<b>STREET</b>				
Personnel Svcs.	41,472	544,908	128,055	23.5%
O&M	34,186	862,338	140,685	16.3%
<b>Total</b>	<b>75,658</b>	<b>1,407,246</b>	<b>268,740</b>	<b>19.1%</b>
<b>FLEET SERVICES</b>				
Personnel Svcs.	6,543	76,377	20,158	26.4%
O&M	4,451	38,100	12,913	33.9%
<b>Total</b>	<b>10,994</b>	<b>114,477</b>	<b>33,071</b>	<b>28.9%</b>
<b>BUILDING INSPECTIONS</b>				
Personnel Svcs.	4,779	164,950	14,510	8.8%
O&M	675	48,777	10,611	21.8%
<b>Total</b>	<b>5,454</b>	<b>213,727</b>	<b>25,121</b>	<b>11.8%</b>
<b>PARKS &amp; RECREATION</b>				
Personnel Svcs.	37,983	475,883	114,529	24.1%
O&M	1,484	224,757	61,311	27.3%
<b>Total</b>	<b>39,467</b>	<b>700,640</b>	<b>175,839</b>	<b>25.1%</b>
<b>Fitness Center</b>				
Personnel Svcs.	10,424	155,679	33,451	21.5%
O&M	8,559	150,152	43,922	29.3%
<b>Total</b>	<b>18,984</b>	<b>305,831</b>	<b>77,374</b>	<b>25.3%</b>
<b>SWIMMING POOL</b>				
Personnel Svcs.	-	64,590	-	0.0%
O&M	5,556	45,814	10,557	23.0%
<b>Total</b>	<b>5,556</b>	<b>110,404</b>	<b>10,557</b>	<b>9.6%</b>
<b>CIVIC CENTER</b>				
Personnel Svcs.	7,122	81,183	23,228	28.6%
O&M	4,378	39,128	19,609	50.1%
<b>Total</b>	<b>11,500</b>	<b>120,311</b>	<b>42,838</b>	<b>35.6%</b>
<b>TRANSFER EXPENSE</b>				
	-	-	-	
<b>TOTAL EXPENDITURES</b>	<b>565,592</b>	<b>8,051,392</b>	<b>2,032,432</b>	<b>25.2%</b>
<b>Gain (Loss)</b>			<b>(379,477)</b>	

## General Fund 1<sup>st</sup> Quarter Report

### Revenues:

#### *Property Taxes*

Property taxes are at 14% of the budget. These taxes are due by January 31st, with the bulk of payments typically received in January. This influx of payments will be reflected in the second-quarter report.

#### *Licenses & Permits*

Licenses and permits stand at 65% due to fees associated with a large development received in December.

#### *Rental Income*

Rental income stands at 56%, primarily from Civic Center rentals.

#### *Parks & Rec*

Fees for Parks and Recreation are mainly collected during the spring and summer months. Registrations are on track with expectations, and major tournaments are also scheduled for the spring and summer.

### Expenses:

#### *Planning/Development Services*

Operating expenses for development services are elevated due to the transition to Bureau Veritas plan review and inspection services. However, these expenses will be offset by the collection of permit fees. Additionally, if necessary, the Bureau Veritas fees can be further offset by the inspector's position that was not filled due to the retirement of Robert, which led to retaining Bureau Veritas.

#### *Police*

Personnel services costs for the police department are higher than expected due to overtime expenses. Measures have been implemented to mitigate further overtime expenses. Operating and maintenance expenses are also higher than anticipated. One-time purchases, such as uniforms and various materials for the newly filled Narcotics officer position, contributed to this increase. While several training classes were completed early in the year, training costs are expected to align with the budget for the remainder of the year. Equipment purchases for one-time items were made early in the year but are not expected to exceed the budget. Additionally, five vehicles have been ordered, three of which are replacements for 2017 models with elevated maintenance and repair costs.

#### *Court*

Operating and maintenance expenses for the court are elevated due to annual software agreement payments and credit card fees. While credit card fees are passed on to defendants, other non-utility-related credit card payments are processed through the same merchant services account. Several large non-court payments were processed, leading to associated fees approaching budgeted amounts.

*Fire*

Fire expenses are slightly higher than 25% due to annual payments occurring in the first quarter.

*Building Inspections*

Expenses related to building inspections are lower than 25% due to the elimination of one inspector position due to retirement, which was replaced by Bureau Veritas, a third-party plan review and inspection service. Operating and maintenance costs are also down due to the transfer of a vehicle from the vacant inspector position to the Police department for Animal Control.

*Civic Center*

Operating and maintenance costs for the Civic Center are elevated due to utility and maintenance expenses. Measures such as monitoring and adjusting temperatures while the building is vacant are being implemented to mitigate costs. Restocking of supplies was done early in the year, with future costs not expected to exceed the budget.

## Water & Sewer Fund

	DECEMBER	2023-24 Budget	2023-24 YTD	% YTD
<b>Water</b>				
<b>Revenues</b>				
<b>Water Sales</b>				
Residential	146,349	1,949,288	483,582	24.8%
Commercial And Institutional	196,356	2,294,232	583,610	25.4%
Wholesale	76,361	1,041,281	255,857	24.6%
<b>Connections &amp; Installs</b>	3,373	31,300	5,417	<b>17.3%</b>
<b>Misc.</b>	8,411	71,000	23,955	33.7%
Subtotal	<u>430,849</u>	<u>5,387,101</u>	<u>1,352,421</u>	25.1%
<b>Expense</b>				
<b>Distribution</b>				
Personnel	60,581	749,552	187,345	25.0%
O&M	58,908	710,034	146,605	20.6%
Capital Outlay	270,564	2,504,932	557,224	22.2%
<b>Production</b>				
Personnel	32,614	449,415	98,285	21.9%
O&M	134,558	2,508,918	411,960	<b>16.4%</b>
Capital Outlay	20,450	2,383,271	222,597	<b>9.3%</b>
Subtotal	<u>577,676</u>	<u>9,306,122</u>	<u>1,624,016</u>	17.5%
<b>Sewer</b>				
<b>Revenues</b>				
<b>Sewer Fees</b>				
Residential	109,378	1,023,717	326,215	<b>31.9%</b>
Commercial And Institutional	172,253	2,074,791	498,757	24.0%
<b>Connections &amp; Installs</b>	77	9,300	627	6.7%
<b>Misc.</b>	3,852	19,250	9,248	48.0%
Subtotal	<u>285,560</u>	<u>3,127,058</u>	<u>834,847</u>	26.7%
<b>Expense</b>				
Personnel	43,946	473,384	129,104	27.3%
O&M	75,623	1,658,462	235,115	<b>14.2%</b>
Capital Outlay	10,223	8,321,036	239,463	<b>2.9%</b>
Subtotal	<u>129,793</u>	<u>10,452,882</u>	<u>603,681</u>	5.8%
<b>Sanitation</b>				
<b>Revenues</b>	71,169	794,280	212,936	26.8%
<b>Expense</b>	68,133	781,700	212,010	27.1%
<b>Non Departmental</b>				
<b>Revenues</b>				
Grants & reimbursements	546,194	12,026,904	546,194	<b>4.5%</b>
Interest	133,866	300,400	154,771	<b>51.5%</b>
Subtotal	<u>680,060</u>	<u>12,327,304</u>	<u>700,965</u>	5.7%
<b>Expense</b>				
Transfers and Franchise fees	90,894	1,088,539	276,010	25.4%
<b>Grand Total</b>				
<b>Revenues</b>	<b>1,467,639</b>	<b>21,635,743</b>	<b>3,101,168</b>	14.3%
<b>Expense</b>	<b>866,496</b>	<b>21,629,243</b>	<b>2,715,717</b>	12.6%
<b>Gain (Loss)</b>	<b>601,143</b>	<b>6,500</b>	<b>385,451</b>	

## Water & Sewer Fund 1<sup>st</sup> Quarter Report

### Revenues:

#### *Water Connections and Installs:*

Water meter installations vary depending on new development. Several projects are currently underway, requiring new services, but are in the construction phase during this quarter. We anticipate the commencement of several new projects within the next three quarters.

#### *Residential Sewer:*

Residential sewer revenues have seen a slight elevation. Fees for residential sewer services are recalculated based on usage from December to February and applied during the April billing cycle. Once the averages have been established, minimal fluctuation in revenues occurs.

#### *Grants and Reimbursements:*

Revenues from grants and reimbursements are directly tied to capital projects. As projects funded by grants or CLFRF funds progress, they are recorded as revenue to offset expenses. Detailed updates on capital projects are included in the City Manager's report.

#### *Interest:*

Interest rates have remained relatively stable but are higher than rates at the time of budget development. Staff took a conservative approach in projecting this revenue in case rates declined.

### Expenses:

#### *Water Production O&M:*

The Water Production budget includes consumables such as chemicals that are related to the volume of water produced. Winter water use is lower than in summer, resulting in lower related expenses.

#### *Water Production Capital Outlay:*

Water production involves several major projects, including the clarifiers and the mini-CIP. Work on the clarifiers is progressing, although reconstruction has not commenced at full pace in this quarter. Detailed progress reports on projects are included in the City Manager's report.



## Consent Agenda

### CITY COUNCIL MEMORANDUM

**Date:** February 13, 2024

**To:** Mayor & City Council

**From:** Mike Halsema, Finance & HR Director

**Agenda Item:** Discussion and possible action regarding completing the sale of 6.8 acres out of the Samuel Riggs, abstract 859 property (closed landfill on FM215), and authorizing the Finance Director as the closing officer.

#### Information:

In August of 2020, staff was approached by a developer Hay Valley Ranch LLC (HVR) in need of access to land they were developing near the old landfill site on FM 215. They identified the southernmost portion of the landfill as an ideal place for an access point for the development's northern sections. The developers initially requested an easement. After consulting with the County and the City Attorney, it was determined that selling a portion of the city property was the best course of action, as an easement would have created an additional road for the County to maintain. The property was surveyed and a 6.8 acre parcel was identified. An appraisal was conducted October of 2022, and the parcel was valued at \$102,000. The property was listed for sale with Front Porch Reality for 30 days on the MLS, per State law January 5, 2023. February 7<sup>th</sup> a cash offer of \$102,000 was received from HVR. On February 28<sup>th</sup> 2023, a resolution was approved by Council authorizing the sale of the property and authorizing the City Manager to execute a sales contract. In February of 2023 a contract was presented to HVR for \$102,000 for the purchase of the 6.8 acre tract. However, due to some outstanding concerns with properties history as a landfill, confirmation was sought from the TCEQ concerning the intended use of the property. Recently these concerns have been addressed, and the buyer is ready to proceed with closing on the property under the original terms of the contract. The old landfill is still being utilized by the City for a shooting range and other activities. Addendums to the contract concerning access to the property and gate and fencing provisions at buyers' expense are included.

#### Staff Recommendation:

The staff recommends that the City Council approve completing the sale of the 6.8 acre parcel to Hay Valley LLC and authorize the Finance Director to act on behalf of the City for closing duties.

**Motion:** I move to approve completing the sale of a 6.8 acre parcel of the Samuel Riggs, abstract 859 property to Hay Valley Ranch LLC, and authorize the Finance Director to act on behalf of the City as the closing officer.



**Attachments:**

Legal Description

Boundary Survey

Real Estate Contract & addendums

**Staff Contacts:**

Mike Halsema, Finance & HR Director [mhalsema@gatesvilletx.com](mailto:mhalsema@gatesvilletx.com)

**LEGAL DESCRIPTION FOR  
6.80 ACRES**

**A TRACT OF LAND CONTAINING 6.80 ACRES**, more or less, being out of a 67.893 acre tract, conveyed to The City of Gatesville, Texas, recorded in Volume 458, Page 639, Official Public Records of Coryell County, Texas, dated November 19, 1973, situated in Samuel Riggs, Abstract 859, Coryell County, Texas, and being more particularly described as follows:

**BEGINNING** at a found 3/8" iron rod, being the southeast corner of said 67.893 acre tract, same being the northeast corner of a 6.538 acre tract, conveyed to Jimmy D. Dossey, et ux, recorded in Instrument No. 276630, Official Public Records of Coryell County, Texas, dated December 19, 2014, same being on the west boundary line of Parcel 6, a 6.520 acre tract, conveyed to the State of Texas, recorded in Volume 271, Page 299, Official Public Records of Coryell County, Texas, dated December 23, 1968, also being a point on the west right-of-way line of F.M. Highway 215, for the Southeast corner hereof and the **POINT OF BEGINNING**;

**THENCE, N 76°53'37" W**, generally along an existing fence line, being the south boundary line of said 67.893 acre tract, same being the north boundary line of said 6.538 acre tract, a distance of **381.01 FEET**, to a found 3/8" iron rod, being the occupied southwest corner of said 67.893 acre tract, same being the northwest corner of said 6.538 acre tract, also being on the east boundary line of Tract One, a 759.45 acre tract, conveyed to Hay Valley Ranch LLC, recorded in Instrument No. 324709, Official Public Records of Coryell County, Texas, dated March 09, 2020, for the Southwest corner hereof;

**THENCE, N 16°38'55" E**, along the west boundary line of said 67.893 acre tract, same being the east boundary line of said 759.45 acre tract, a distance of **688.50 FEET**, to a found cotton spindle, being on the west boundary line of said 67.893 acre tract, same being the east boundary line of said 759.45 acre tract, for the Northwest corner hereof;

**THENCE, S 51°36'32" E**, over and across said 67.893 acre tract, a distance of **715.72 FEET**, to a set 1/2" iron rod with Howland cap, being on the east boundary line of said 67.893 acre tract, same being the west boundary line of said Parcel 6, a 6.520 acre tract, also being the west right-of-way line of F.M. Highway 215, for the Northeast corner hereof;

**SHEET 1 OF 2**

[www.howlandcompanies.com](http://www.howlandcompanies.com)

7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 | P. 956.722.4411 | F. 956.441-0180  
4902 Sinclair Road | San Antonio, TX 78222 | P. 210.648.1600 | F. 210.648.1605  
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

**CONTINUATION:**

**THENCE**, S 56°48'00" W, along the east boundary line of said 67.893 acre tract, same being the west boundary line of said Parcel 6, a 6.520 acre tract, also being the west right-of-way line of F.M. Highway 215, a distance of **144.41 FEET**, to a set 1/2" iron rod with Howland cap, being on the east boundary line of said 67.893 acre tract, same being the west right-of-way line of F.M. Highway 215, for a deflection left, this being on a tangent curve, having a radius of **1,492.39 FEET**, and a chord of S 50°07'25" W ~ **347.01 FEET**;

**THENCE**, with the west boundary line of said Parcel 6, a 6.520 acre tract, same being the west right-of-way line of said F.M. Highway 215, also being the east boundary line of said 67.893 acre tract, along said curve left, an arc length of **347.79 FEET**, to the **POINT OF BEGINNING**, containing 6.80 acres, more or less.

**Basis of Bearings:** G.P.S. Coordinates, N.A.D. 83, Texas State Plane Central Zone (4203).

**Monuments Held:** A found 3/8" iron rod, being the northwest corner of a 6.538 acre tract, conveyed to Jimmy D. Dossey, et ux, recorded in Instrument No. 276630, Official Public Records of Coryell County, Texas, dated December 19, 2014 and a found 3/8" iron rod, being the northeast corner of said 6.538 acre tract.

**Called in Deed:** S 76°38'31" E ~ 381.09'

**Measured:** S 76°53'37" E ~ 381.01'

I, **James Ornelas**, a Professional Land Surveyor, do hereby certify that this field note description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

  
R.P.L.S. No. 5726 – Texas



**08-09-2022**

Date

**SHEET 2 OF 2**

S:\HOWLAND\SURVEYING DEPARTMENT\Jobs\2022\26209-22\LEGAL DESCRIPTION FOR 6.80 ACRE TRACT.docx

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4902 Sinclair Road | San Antonio, TX 78222 | P. 210.648.1600 | F. 210.648.1605  
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

# SURVEY OF 6.80 ACRES

A TRACT OF LAND CONTAINING 6.80 ACRES, MORE OR LESS, BEING OUT OF A 67.893 ACRE TRACT, CONVEYED TO THE CITY OF GATESVILLE, TEXAS, RECORDED IN VOLUME 45B, PAGE 639, OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, DATED NOVEMBER 19, 1973, SITUATED IN SAMUEL RIGGS, ABSTRACT 859, CORYELL COUNTY, TEXAS

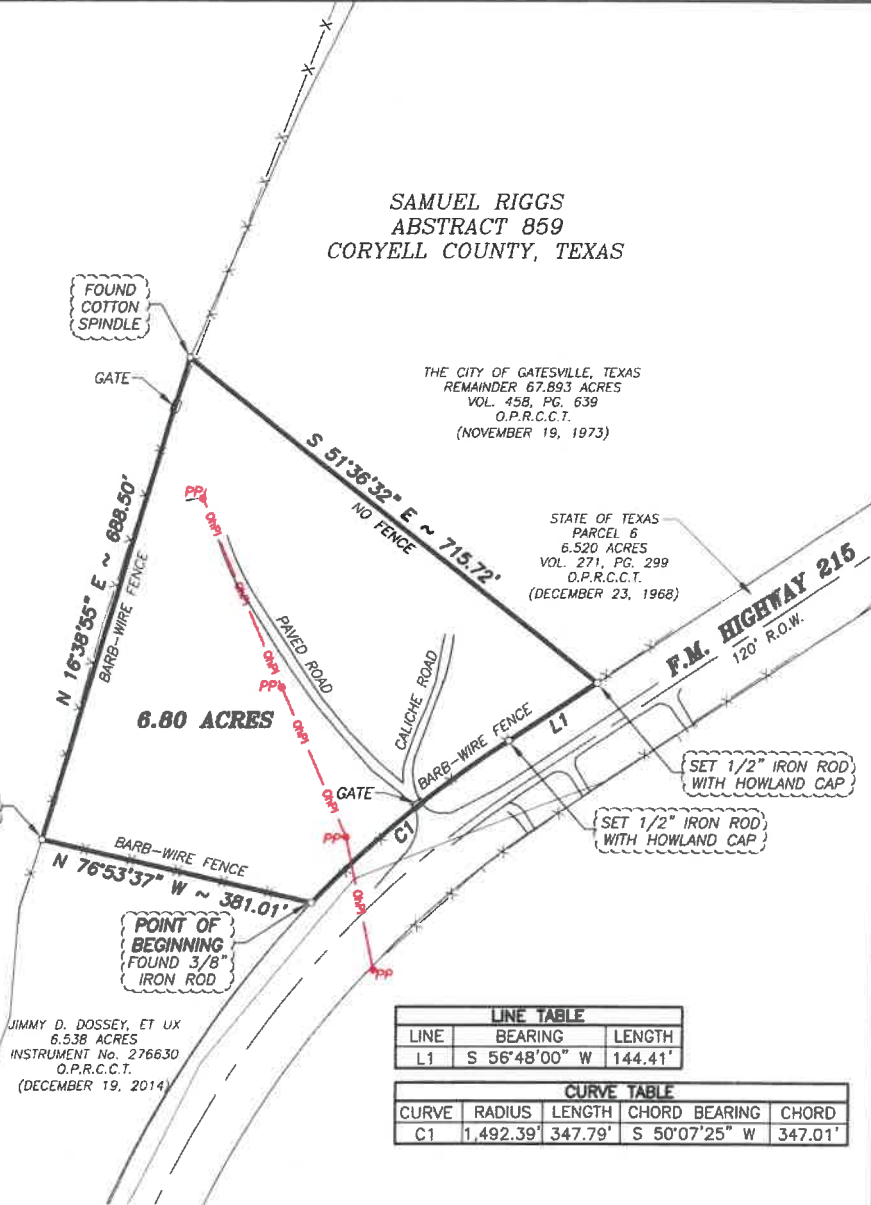


SAMUEL RIGGS  
ABSTRACT 859  
CORYELL COUNTY, TEXAS

THE CITY OF GATESVILLE, TEXAS  
REMAINDER 67.893 ACRES  
VOL. 45B, PG. 639  
O.P.R.C.C.T.  
(NOVEMBER 19, 1973)

STATE OF TEXAS  
PARCEL 6  
6.520 ACRES  
VOL. 271, PG. 299  
O.P.R.C.C.T.  
(DECEMBER 23, 1968)

HAY VALLEY RANCH LLC  
TRACT ONE  
759.45 ACRES  
INSTRUMENT No. 324709  
O.P.R.C.C.T.  
(MARCH 09, 2020)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 56°48'00\" W	144.41'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	CHORD
C1	1,492.39'	347.79'	S 50°07'25\" W	347.01'	

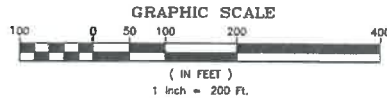
**NOTES:**

- 1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- 2.) THIS SURVEY MAY NOT SHOW ALL CROSSINGS OF PIPELINES, CABLES, EASEMENTS, RIGHT OF WAYS OR IMPROVEMENTS. HOWLAND ENGINEERING & SURVEYING CO. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINES OR CABLE CROSSINGS.

**BASIS OF BEARING:** G.P.S. COORDINATES, N.A.D. 83, TEXAS STATE PLANE CENTRAL ZONE (4203).

**MONUMENTS HELD:** A FOUND 3/8\" IRON ROD, BEING THE NORTHWEST CORNER OF A 6.538 ACRE TRACT, CONVEYED TO JIMMY D. DOSSEY, ET UX, RECORDED IN INSTRUMENT No. 276630, OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, DATED DECEMBER 19, 2014, AND A FOUND 3/8\" IRON ROD, BEING THE NORTHEAST CORNER OF SAID 6.538 ACRE TRACT.

MEASURED: (GPS-2022) S 76°53'37\" E ~ 381.01 FEET  
CALLED: (DEED-2014): S 76°38'31\" E ~ 381.09 FEET



**CERTIFICATE OF SURVEYOR**

I, JAMES ORNELAS, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTED BY ME.

*James Ornelas*  
R.P.L.S. No. 5726



08-09-2022  
DATE

**LEGEND**

- = BOUNDARY LINE
- = FENCE LINE
- = DEED LINE
- = OVERHEAD POWERLINE
- = POWER POLE

**REVISION LOG**

REVISION	DATE	BY	DESCRIPTION
REVISION 1:			
REVISION 2:			
REVISION 3:			
REVISION 4:			

**HOWLAND**  
ENGINEERING AND SURVEYING CO.  
TSPS Firm Registration No. F-4207 TSPS Firm Registration No. 100454-00  
TSPS Firm Registration No. 10104381  
7815 N. Bartlett Avenue, Lubbock, TX 79401 P. 806 722-4411 F. 806 441-0180  
4802 Granger Road, San Antonio, TX 78222 P. 210 448-1800 F. 210 848-1800  
www.howlandcompanies.com

FIELD DATA			DRAWN BY: L.TREVINO
DATE	BOOK	PG.	
06-07-22	SA-174	34	JOB No. 26209-22
			SCALE: 1"=200'
			CHECKED BY: J.ORNELAS
			SHEET 1 OF 1



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

**UNIMPROVED PROPERTY CONTRACT**  
NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are City of Gatesville (Seller) and Hay Valley Ranch LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot \_\_\_\_\_, Block \_\_\_\_\_, Addition, \_\_\_\_\_  
6.8 acres out of 0859 S RIGGS, ACRES 67.89 (survey attached)  
City of Gatesville, County of Coryell, Texas, known as TBD FM 215 76528  
(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).  
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**  
A. Cash portion of Sales Price payable by Buyer at closing. . . . . \$ 102,000.00  
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.  
B. Sum of all financing described in the attached:  Third Party Financing Addendum,  Loan Assumption Addendum,  Seller Financing Addendum. . . . . \$ \_\_\_\_\_  
C. Sales Price (Sum of A and B) . . . . . \$ 102,000.00

4. **LEASES:**  
A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.  
B. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller  is  is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:  
 (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.  
 (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within \_\_\_\_\_ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. **EARNEST MONEY AND TERMINATION OPTION:**  
A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to Coryell County Land & Abstract (Escrow Agent) at \$20 E Leon, Gatesville, TX 76528 (address): \$ 5,000.00 as earnest money and \$ 250.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.  
(1) Buyer shall deliver additional earnest money of \$n/a to Escrow Agent within \_\_\_\_\_ days after the Effective Date of this contract.  
(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.  
(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.  
(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.  
B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 90 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

TXR-1607 Initialed for identification by Buyer JD and Seller WP TREC NO. 9-16

- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.
- 6. TITLE POLICY AND SURVEY:
  - A. TITLE POLICY: Seller shall furnish to Buyer at  Seller's  Buyer's expense an owner's policy of title insurance (Title Policy) issued by Corvell County Land and Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
    - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
    - (2) The standard printed exception for standby fees, taxes and assessments.
    - (3) Liens created as part of the financing described in Paragraph 3.
    - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
    - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
    - (6) The standard printed exception as to marital rights.
    - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
    - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
      - (i) will not be amended or deleted from the title policy; or
      - (ii) will be amended to read, "shortages in area" at the expense of  Buyer  Seller.
    - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
  - B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
  - C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
    - (1) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date.
    - (2) Within 120 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
    - (3) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
  - D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: Ingress/egress from FM 215 to Hay Valley Ranch Overlook. Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property)

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

**E. TITLE NOTICES:**

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.  
Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.  
**If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership In a Property Owners Association should be used.**
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(Address of Property)

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property  is  is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, \$5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): n/a

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller  is  is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller  is  is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller  is  is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller  is  is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller  is  is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller  is  is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller  is  is not aware that the Property is located  wholly  partly in a floodplain.
- (8) Seller  is  is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary): land was once used as a municipal waste site



**8. BROKERS AND SALES AGENTS:**

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: n/a

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

**9. CLOSING:**

A. The closing of the sale will be on or before April 28, 2023, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

**10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

**11. SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney. During the Option Period, Buyer is authorized to Continued... See Addendum Special Provisions 1 further Special Provisions found at Addendum Special Provisions 2.

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$ n/a to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

Contract Concerning TBD FM 215, Gatesville, TX 76528 Page 7 of 10 11-07-2022  
(Address of Property)

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 10721 Guitdale To Seller at: 110 N 8th

San Antonio, TX 78216 Gatesville, TX 76528

Phone: (830)570-7924 Phone: \_\_\_\_\_

E-mail/Fax: ldonnell@grandriver.net E-mail/Fax: \_\_\_\_\_

E-mail/Fax: \_\_\_\_\_ E-mail/Fax: \_\_\_\_\_

With a copy to Buyer's agent at: \_\_\_\_\_ With a copy to Seller's agent at: \_\_\_\_\_

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Other (list): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: David Roth Seller's Attorney is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: droth@elderbray.com E-mail: \_\_\_\_\_

Contract Concerning TBD FM 215, Gatesville, TX 76528 Page 8 of 10 11-07-2022  
(Address of Property)

EXECUTED the \_\_\_\_\_ day of 02/16/23, \_\_\_\_\_ (Effective Date).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

10:48 AM

Authentisign  
Jamie Dannel  
Buyer  
Hay Valley Ranch LLC

Authentisign  
William Parry 02/16/23  
Seller  
City of Gatesville

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-16. This form replaces TREC NO. 9-15.

TXR-1607

TREC NO. 9-16

**BROKER INFORMATION**  
 (Print name(s) only. Do not sign)

Other Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_ **Front Porch Realty** \_\_\_\_\_ **625982**  
 Listing Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_

represents  Buyer only as Buyer's agent represents  Seller and Buyer as an intermediary  
 Seller as Listing Broker's subagent  Seller only as Seller's agent

Associate's Name \_\_\_\_\_ License No. \_\_\_\_\_ **Kandi Luensmann** \_\_\_\_\_ **625982**  
 Listing Associate's Name \_\_\_\_\_ License No. \_\_\_\_\_

Team Name \_\_\_\_\_ Team Name \_\_\_\_\_

Associate's Email Address \_\_\_\_\_ Phone \_\_\_\_\_ **kandi@frontporchrealtytx.com** \_\_\_\_\_ **(254)223-8883**  
 Listing Associate's Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Licensed Supervisor of Associate \_\_\_\_\_ License No. \_\_\_\_\_ Licensed Supervisor of Listing Associate \_\_\_\_\_ License No. \_\_\_\_\_

Other Broker's Address \_\_\_\_\_ Phone \_\_\_\_\_ **1402 E Main** \_\_\_\_\_  
 Listing Broker's Office Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ **Gatesville** \_\_\_\_\_ **TX** \_\_\_\_\_ **76528**  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Selling Associate's Name \_\_\_\_\_ License No. \_\_\_\_\_

Team Name \_\_\_\_\_

Selling Associate's Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Licensed Supervisor of Selling Associate \_\_\_\_\_ License No. \_\_\_\_\_

Selling Associate's Office Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (none). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent **Coryell County Land & Abstract** \_\_\_\_\_ Date \_\_\_\_\_

**EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**ADDITIONAL EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

## ADDENDUM – SPECIAL PROVISIONS

PROPERTY: TBD FM 215, Gatesville, TX 76528

1. Conduct an Environmental Site Assessment Phase I survey and take soil samples for analysis if needed to determine the environmental status of the property. Buyer and Seller will coordinate a gated access for Seller's retained north tract to be determined by Seller; Buyer will fence north boundary of property and provide survey and plat of designated entrance and roadway which will be deeded at Closing.
2. The Property was formerly a part of a tract of land upon which the City of Gatesville operated a municipal solid waste landfill. The use, occupation, development and ownership of the Property is subject to the restrictions and requirements of Chapter 361, Subchapter R (Sections 361.531-361.539) *Tex. Health & Safety Code*. The Property is subject to the structural controls set forth in Chapter 361, Subchapter R, *Tex. Health & Safety Code*, including specifically, but not limited to, those controls set forth in Section 361.532-361.535, 361.536 and 361.538. The use, occupation, development and ownership of the Property is also subject to the regulations set forth in 30 *Tex. Admin. Code*, Chapter 330, Subchapter T (Section 330.951-330.964). This notice shall be incorporated into the Deed conveying the Property from Seller to Buyer.



AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

TBD FM 215

Gatesville

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- (1) The Sales Price in Paragraph 3 of the contract is:
A. Cash portion of Sales Price payable by Buyer at closing
B. Sum of financing described in the contract
C. Sales Price (Sum of A and B)
(2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
(3) The date in Paragraph 9 of the contract is changed to
(4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$
(5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ by Seller; \$ by Buyer.
(6) Buyer has paid Seller an additional Option Fee of \$ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on
(7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
(8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to
[X] (9) Other Modifications: (Real estate brokers and sales agents are prohibited from practicing law.) Addition to "Special Provisions": City of Gatesville will continue to use existing entrance to subject property for access until the new entrance off FM 215 is complete and new fencing and gate are installed per terms of contract.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

EXECUTED the day of (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Authentisign Jamie Donnell 02/07/2024
Buyer Jamie Donnell
Hay Valley Ranch LLC

Seller Scott Albert
City of Gatesville

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov ) TREC No. 39-9. This form replaces TREC No. 39-8.





## Agenda Item #6

### CITY COUNCIL MEMORANDUM

**Date:** February 13, 2024

**To:** Mayor & City Council

**From:** Scott L. Albert, City Manager

**Agenda Item:** Discussion and possible action regarding a professional service agreement with Freese & Nichols, Inc. (FNI) to assess the City's vulnerability to a cyber-attack on the city's water system and formulate a Supervisory Control and Data Acquisition (SCADA) business plan, vulnerability assessment, and project list aimed at bolstering the city's defenses against potential cyberattacks on the city's water infrastructure.

**Information:**

The staff request the city council table this item until the first council meeting in March.



## Agenda Item #7

### CITY COUNCIL MEMORANDUM

**Date:** February 13, 2024

**To:** Mayor & City Council

**From:** Scott L. Albert, City Manager

**Agenda Item:** Discussion and possible action regarding the financing of a used vacuum sewer truck.

#### Information:

Staff is requesting authorization to finance the purchase of a used vacuum sewer truck for utility operations.

A vacuum sewer truck serves a variety of purposes, including excavating, sewer jetting, sewage removal, sewer cleaning, disposal, and more. Typically, a vacuum truck is equipped with a water tank capable of holding 1,000 gallons or more for operational needs. Unfortunately, during the recent freeze, the city's vacuum truck was left outside with water remaining in the tank, resulting in significant damage to the vehicle. Initially, the Wastewater Superintendent arranged to store the vacuum truck in the public works shop to protect it from freezing temperatures. However, the Street Superintendent instructed staff to remove the vacuum truck from the shop and leave it outside.

Staff researched the cost of repairing the vacuum truck before considering the purchase of a used or new truck. However, the Service Manager from Texas Underground advised against investing any funds in refurbishing the truck, as it could cost upwards of \$50,000 for retrofitting without guaranteeing complete repairs on the truck.

Therefore, staff seeks authorization to finance the purchase of a used vacuum truck for \$195,000. A new vacuum truck typically costs between \$400,000 and \$600,000.

Texas Local Government Code Section 252.022 (3) exempts the city from following competitive bidding procedures when making a purchase that is necessary because of unforeseen damage to public machinery, equipment, or other property. The vacuum truck is an essential piece of equipment used by the utility department daily.

#### Financial Impact:

To purchase the vacuum truck the city will enter a five (5) year finance agreement with an approximate annual payment of \$46,840.95 with an interest rate of 5.706% roughly. The first payment will not be due until February of 2025.

**Staff's Recommendation:**

The staff recommends council authorize the city manager to enter into a finance agreement for the purchase of a used vacuum truck at a cost of \$195,000.

**Attachments:**

- CLS pricing proposal for a used vacuum truck \$195,000.
- CLS pricing proposal for a new vacuum truck \$602,913.75.
- Pipe hunter underground quote for a new vacuum truck \$411,395.00.
- Government Capital financing proposal for \$195,000.00.

**Staff Contacts:**

Mike Halsema, Finance Director – [mhalsema@gatesvilletx.com](mailto:mhalsema@gatesvilletx.com)

Scott Albert, City Manager – [salbert@gatesvilletx.com](mailto:salbert@gatesvilletx.com)

used Austin



EQUIPMENT CO., INC.  
CLS Equipment Co., Inc.  
726 So. Sherman St.  
Richardson, TX 75081  
972-479-1335 Office

Date 02/01/2024  
Number GTSVLE  
Type of Quote Dual

**Pricing Proposal / 12 Yard Debris**

Retail Purchaser City of Gatesville  
109 South 23<sup>rd</sup> Street  
Gatesville, Texas

Comments \*Dual Engine/Operates in Neutral- No Transfer Case

**Model Number - V PD4212HE/1300 (827 at 18") L H A -P**

**Main Information**

Model	PD4212HE/1300 (827 at 18") 12 Cubic Yard /Roots Blower 827 /1300 Gallons Water
Blower	Hydrostatic Drive
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Driver Side, 800' (1") Capacity (Std. Pivot)
Jet Rodder Hose	600' x 1" Jet Rodder Hose
Water System	80/2000, GIANT 7000, JD 4 CYL TIER III DIESEL 140HP
Water Pump	Giant Triplex / Countinous Flow – Non-Pulsing
Auxiliary Engine	John Deere 4Cyl Diesel Tier III / 140 HP / Water Pump Drive Engine

**Standard Equipment Includes:**

- Vacuum System (as specified by Model Number)
- 1/4" Corten Steel Debris Tank - (size as specified by model number)
- Full opening rear door
- Hydraulic rear door locks, with door grabber with safety latch
- 5" Butterfly valve with 10' layflat hose
- Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down
- Polyethylene water tank
- Automatic Vacuum Breaker and overfill protection
- 8" vacuum Intake hose
- Boom travel tie down
- 4 Way hydraulic boom with 270 deg. Rotation and joystick controls
- Front mounted 600' capacity (1" hose)/hydraulic fixed hose reel
- 80 gpm/2000 psi water pump system

Aux. Engine is John Deere 4 Cylinder , 140HP  
 600' high pressure jet rodder hose (1" or 3/4")  
 Manual hose rewind guide  
 Hose guide (Tiger Tail)  
 30" leader hose  
 20 gpm at 750 psi wash down hand gun with 25' of hose and nozzle  
 Sealed and locking tool box (es) (as indicated by model number)  
 1) each sanitary and penetrator nozzles  
 20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)  
 ICC lighting  
 PPG Ambershield zinc primed, PPG Delfleet single stage polyurethane paint, and PPG Ambershield textured black paint  
 12 month standard warranty - see certificate for details

Note: PD Units Include Price for required Hydrostatic Drive Option.

5# Fire Extinguisher

Set Triangles

Hydrostatic Blower Drive

**Other Included Options:**

Qty	Description
1	Debris Body "Power Flush" System, 8 jets
1	Rear, Hydraulic Pump off System, 575 GPM w/ 20' Lay Flat Hose
1	A Flat Style Rear Door
1	Rear Splash Guards
1	At Charge System
1	Lazy Susan Pipe Rack
2	Strobe Light, Mirror Mounted w/ Limb Guard
1	Strobe Light, Rear Debris Tank Mounted w/ Limb Guard
1	Arrow Board
1	Boom Mounted Flood Lights
1	50' Capacity Retractable Hand Gun
1	Hose Footage Counter
1	Hydro-excavation Package w/ 50' Retractable Handgun
1	Auxiliary Engine Remote Oil Drain
1	Remote Boom Grease Zerk Assembly
1	Remote Debris Tank Grease Assembly
1	Auxiliary Engine Remote Oil Drain
1	Rear Camera Placement

**Truck Chassis Information**

Qty	Description
1	2015 Freightliner SD 114 / 66,000Gvwr / Approx. 900hrs / Warranty Expires 3/2/2025

Machine Total \$195,000.00  
 Training Included  
 Total \$195,000.00

Offered by: Jerry Sonnier

Aux. Engine is John Deere 4 Cylinder , 140HP  
 600' high pressure jet rodder hose (1" or 3/4")  
 Manual hose rewind guide  
 Hose guide (Tiger Tail)  
 30" leader hose  
 20 gpm at 750 psi wash down hand gun with 25' of hose and nozzle  
 Sealed and locking tool box (es) {as indicated by model number}  
 1) each sanitary and penetrator nozzles  
 20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)  
 ICC lighting  
 PPG Ambershield zinc primed, PPG Delfleet single stage polyurethane paint, and PPG Ambershield textured black paint  
 12 month standard warranty - see certificate for details

Note: PD Units Include Price for required Hydrostatic Drive Option.

5# Fire Extinguisher

Set Triangles

Hydrostatic Blower Drive

**Other Included Options:**

Qty	Description
1	Debris Body "Power Flush" System, 8 jets
1	Rear, Hydraulic Pump off System, 575 GPM w/ 20' Lay Flat Hose
1	A Flat Style Rear Door
1	Rear Splash Guards
1	Air Purge System
1	Lazy Susan Pipe Rack
2	Strobe Light, Mirror Mounted w/ Limb Guard
1	Strobe Light, Rear Debris Tank Mounted w/ Limb Guard
1	Arrow Board
1	Boom Mounted Flood Lights
1	50' Capacity Retractable Hand Gun
1	Hose Footage Counter
1	Hydro-excavation Package w/ 50' Retractable Handgun
1	Auxiliary Engine Remote Oil Drain
1	Remote Boom Grease Zerk Assembly
1	Remote Debris Tank Grease Assembly
1	Auxiliary Engine Remote Oil Drain
1	Rear Camera Placement

**Truck Chassis Information**

Qty	Description
1	2015 Freightliner SD 114 / 66,000Gvwr / Approx. 900hrs / Warranty Expires 3/2/2025

Machine Total \$195,000.00  
 Training Included  
 Total \$195,000.00

Offered by: Jerry Sonnier



**CLS**  
 EQUIPMENT CO., INC.  
**CLS Equipment Co., Inc.**  
 726 So. Sherman St.  
 Richardson, TX 75081  
 972-479-1335 Office

Date 02/01/2024  
 Number GTSVLE  
 Type of Quote Dual  
 HGAC Pricing

**Hgac Pricing Proposal /12 Yard Debris**

Retail Purchaser City of Gatesville  
 109 South 23<sup>rd</sup> Street  
 Gatesville, Texas

**Comments**

\*Dual Engine/Operates in Neutral- No Transfer Case  
 \*Estimated Completed Unit Delivery – 120-150 Days from receipt of order/Stock Freightliner  
 Chassis SD114 6X4 66,000lbs. GVWR

Option content is subject to engineering approval.

**Model Number - V PD4212HE/1300 (827 at 18") L H A -P**

**Main Information**

<b>Model</b>	PD4212HE/1300 (827 at 18") 12 Cubic Yard /Roots Blower 827 /1300 Gallons Water
<b>Blower</b>	Hydrostatic Drive
<b>Boom</b>	10' Aluminum Telescoping Boom with Pendant Control Station
<b>Hose Reel</b>	Front Mounted, Articulating to Driver Side, 800' (1") Capacity (Std. Pivot)
<b>Jet Rodder Hose</b>	800' x 1" Jet Rodder Hose - (non-continuous)
<b>Water System</b>	80/2000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140HP
<b>Water Pump</b>	Giant Triplex / Countinous Flow – Non-Pulsing
<b>Auxiliary Engine</b>	John Deere 4Cyl Diesel Tier 4 / 140 HP / Water Pump Drive Engine

**Standard Equipment Includes:**

- Vacuum System (as specified by Model Number)
- 1/4" Corten Steel Debris Tank - (size as specified by model number)
- Full opening rear door
- Hydraulic rear door locks, with door grabber with safety latch
- 5" Butterfly valve with 10' layflat hose
- Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down
- Polyethylene water tank
- Automatic Vacuum Breaker and overflow protection
- 8" vacuum intake hose
- Boom travel tie down

4 Way hydraulic boom with 270 deg. Rotation and joystick controls  
 Front mounted 600' capacity (1" hose)/hydraulic fixed hose reel  
 60 gpm/2000 psi water pump system  
 Water pump drive: Standard Aux Engine is GM 5.7L Gasoline, 140HP  
 400' high pressure jet rodder hose (1" or 3/4")  
 Manual hose rewind guide  
 Hose guide (Tiger Tail)  
 30" leader hose  
 20 gpm at 750 psi wash down hand gun with 25' of hose and nozzle  
 Sealed and locking tool box (es) {as indicated by model number}  
 1) each sanitary and penetrator nozzles  
 20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)  
 ICC lighting  
 PPG Ambershield zinc primed, PPG Delfleet single stage polyurethane paint, and PPG Ambershield textured black paint  
 12 month standard warranty - see certificate for details  
 -

Note: PD Units Include Price for required Hydrostatic Drive Option.

5# Fire Extinguisher

Set Triangles

Hydrostatic Blower Drive

**Other Included Options:**

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**Qty Description**

- 1 Enhanced Wireless / Adds Hose Reel Remote Functions
- 2 Clamps - For Poles on Side of Truck 2 Sets Poles Each
- 1 Additional Pipe Rack Best Location (Engineering)
- 1 FEPTO Truck Dual Engine / Operation in Neutral
- 1 *Debris Tank Sensor / Sensor to Indicate if Tank Up (BR)*
- 1 *Customer Inspection (4) Allen Texas Employees to VC*
- 1 Debris Body "Power Flush" System, 8 jets
- 1 6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)
- 1 A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided
- 1 Rear Splash Shield - Rear Flange Mounted
- 1 Artic Winter Recirculating System Rodder Hose, includes plumbing to upper water tanks.
- 1 Air Purge System
- 1 1/4 turn ball valve water drain ( cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)
- 1 Additional Pipe Rack(s), specify any requested locations in comments section, otherwise engineering will place in best available locations.
- 1 Pipe Rack
- 1 *Pipe Rack*
- 2 *Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard*
- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 500 Series TIR6 01-0663507129E - Amber
- 1 LED Arrow Board, Rear Debris Tank Door Mounted - Whelen TA1251NF1 Traffic Arrow
- 1 Hand Held Spot Light - LED
- 1 Low Water Alarm with Light
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (Includes Hi-Dump, if applicable).
- 1 Does not include remote cable pendant controls for boom or hi dump.



- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 Rear Mounted Tow Hooks
- 1 Auxiliary Engine Remote Oil Drain
- 1 1" x 15' Length Leader Hose
- 1 Paint: To be advised
- 1 Water Pump Remote Oil Drain
- 1 Water Cooler Rack
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT
- 1 Rear Camera Placement
- 1 Curbside Camera Placement - Mirror Mounted Standard
- 1 Driver's Side Camera Placement - Mirror Mounted Standard
- 1 Front Hose Reel Camera Placement - To View in Front of Hose Reel Area
- 1 Water Pump Flow Meter - Omnibus Units Only
- 1 Rear Door Drain Valve Flush Out Connection
- 2 Cone Storage Rack (Choose position below)
- 2 Cone Storage Rack Placement - Rear of Frame
- 1 Screen assembly over drain port in debris tank
- 1 Debris tank drain screen placement - Standard drain valve
- 1 Omnibus Precision Power System (OPP)-Electronic Controller System-Includes: a color monitor, electronic footage counter, and pressure compensated hydraulics. AVAILABLE: DUAL AND SINGLE ENG MACHINES.
- 1 LED Midbody Flood Lights with guards - Whelen NP6BB (Driverside and Curbside)  
Hydroexcavation Package Includes: 50 foot handgun hose reel with 1/2" hose, 711-53686 72" 1/2" schedule 80 lance with single forward spray nozzle, Storage tubes for lances, Heavy duty unloader valve, Main control ball valve, Variable flow valve
- 1 Electronic Titan Style Water Level Gauge
- 1 Tungsten Infused Carbide Boom Elbow and Reducer (Only available on 8" Booms)

**Truck Chassis Information**

Pool Truck Chassis Model California CARB Only Freightliner 114SD 6x4 66000GVWR ISL370  
3000RDS

Qty	Description
1	2025 Freightliner SD 114 / 66,000Gvwr / 370Hp Cummins / Allison Auto 3000RDS

Machine Total \$599,013.75  
Delivery \$3,900.00  
Total \$602,913.75

Offered by: Jerry Sonnier

# UNDERGROUND

Phone 800 373 1318 Fax 281 465 5953

1617 Garden Road Pearland TX 77581

VacHunter 71035 PH6C TM Combo



**SINGLE ENGINE**

Quote Date: January 22, 2024  
Customer: Gatesville, Texas

Due Date: PENDING CHASSIS  
Dealer: Texas Underground  
Salesman: David Mills  
Stock #

Contact Info: Bobby Buster

P.O. Number:

Part Number	Description	Quantity	Price	Total
<b>DEBRIS TANK</b>				
	1800 Gallon Capacity 9 YD 72" Barrell Stainless Steel Debris Tank & Door	1	STD	STD
	Hydraulic Rear Door	1	STD	STD
	Hydraulic Dump Tank Lift	1	STD	STD
	High-Pressure Body Washout System	1	STD	STD
	6" ANSI Flange Drain with Butterfly Valve Lower door stand Pipe	1	STD	STD
	Ladder On Debris Tank & Ladder To Deck	1	STD	STD
	Debris Tank Float Ball Level Indicator	1	STD	STD
	3" Gravity Drain To Front Bumper		\$ 1,700.00	\$ -
	Special Splash Shield 10" off Door	1	\$ 1,500.00	\$ 1,500.00
	Purge Valve Gravity Drain 1 1/4 Ball Valve	1	\$ 345.00	\$ 345.00
	300 GPM Stanley Pump Off 10R Lay Flat Hose		\$ 5,000.00	\$ -
	450 GPM Stanley Pump Off 10R Lay Flat Hose		\$ 7,900.00	\$ -
	3" Knife Valve		\$ 750.00	\$ -
	6" Knife Valve		\$ 1,500.00	\$ -
	Stainless Steel Expanded Metal Screen Over Rear Door Drain		\$ 695.00	\$ -
	Stainless Steel Final Filter & Cyclone		\$ 6,500.00	\$ -
<b>HOSE REEL FRONT MOUNT 3/8" STEEL DESIGN HYDRAULIC DRIVE HOSE REEL DUAL CHAIN DRIVE</b>				
	800' Capacity x 3/4"		STD	STD
	600' Capacity x 1" Jet Hose		STD	STD
	Reel Speed Control	1	STD	STD
	Double Roller LevelWind	1	STD	STD
	Articulating Reel Hydraulic	1	STD	STD
	1000' Capacity x 3/4"		\$ 1,500.00	
	800' Capacity x 1"	1	\$ 1,000.00	\$ 1,000.00
	1000' Capacity x 1"		\$ 2,000.00	
	1200' Capacity x 1"		\$ 2,500.00	\$ -
	Manual Footage Counter	1	\$ 712.00	\$ 712.00
	Level Wind w/ Counter		\$ 830.00	\$ -
	Digital Footage Counter		\$ 3,500.00	\$ -
	Auto Lube Swivel	1	\$ 125.00	\$ 125.00
<b>SEWER ROSE &amp; CLEANING TOOLS 3000 PSI</b>				
	Tiger Tail(1)Std 3"	1	STD	STD
	Nozzle Rack	1	STD	STD
	15 Degree Nozzle	1	STD	STD
	30 Degree Nozzle	1	STD	STD
	Nozzle Skid Assy 6"	1	STD	STD
	3/4" Leader hose		\$ 13.00	\$ -
	3/4" Jet Hose		\$ 4.15	\$ -
	1" Leader hose	10	\$ 13.00	\$ 130.00
	1" Jet Hose	700	\$ 5.40	\$ 3,780.00
3007-49	RED DAWG Chizel Point Nozzle 2.3"		\$ 423.50	\$ -
3007-159	RED DAWG 10 JET CULVERT NOZZLE 3"		\$ 1,017.50	\$ -
3007-119	RED DAWG Texan Mini		\$ 1,017.50	\$ -
3007-1761240	RED DAWG ROOT DAWG		\$ 797.50	\$ -
3007-1550	RED DAWG PELICAN CASE		\$ 118.80	\$ -
	Manhole - Upper Roller Aluminum		\$ 500.00	\$ -
	Manhole - Hook	1	\$ 100.00	\$ 100.00
<b>WATER SYSTEM</b>				
	1000 Gallon Stainless Steel Water Tank	1	STD	STD
	25' Fill Hose w Storage Rack	1	STD	STD
	Baffled Water Tank	1	STD	STD
	Debris-Water Tank Interconnect		\$ 2,500.00	\$ -
	Hydrant Fill Strainer	1	\$ 350.00	\$ 350.00

PipeHunter, Inc.  
1617 Garden Road, Pearland, TX 77581  
www.pipehunter.com - 800.373.1318

Part Number	Description	Quantity	Price	Total
	<b>Hydrant Wrench</b>	1	\$ 100.00	\$ 100.00
<b>WATER PUMP PTO DIRECT DRIVE MOUNTED UNDER FRAME</b>				
7000 Series	3,000 PSI @ 50 GPM Giant Water Pump		STD	STD
	Washdown System-43H with gun and 25ft hose Control Panel	1	STD	STD
	85 @ 2000 Water Pump		STD	STD
	88 @ 2000 Water Pump	1	STD	STD
8000 Series	80 @ 2500 Water Pump		\$ 8,500.00	\$ -
	Air Purge	1	\$ 185.00	\$ 185.00
	Multiflow	1	\$ 295.00	\$ 295.00
	Winter Recirculation	1	\$ 695.00	\$ 695.00
	Petcocks Pump Drain	1	\$ 200.00	\$ 200.00
	25 FT Retractable reel with 26ft 1/2" Hose		\$ 1,450.00	\$ -
	50 FT Retractable reel with 25ft 1/2" Hose		\$ 1,695.00	\$ -
	Hydro excavation Package-Gun, Spinner Tip, 0 Degree, 15 Degree Tip (2) 5' Barrel Extension (1) 50' Retractable Hand Gun Reels w 50' x 1/2" hose Curb side truck (1) Low Pressure Handgun	1	\$ 5,500.00	\$ 5,500.00
	Hydro excavation Package-Gun, Separate Pump 3000 PSI Hydraulic Drive Spinner Tip, 0 Degree, 15 Degree Tip (2) 4ft Barrel Extension 50ft Retractable Hand Gun Reel w 50' x 1/2" hose		\$ 10,500.00	\$ -
	Additional Driver Side 50 FT High Pressure Retractable reel with 50ft 1/2"		\$ 1,695.00	\$ -
	Lateral Electric Rewind Reel Mounted Curbside with 200' 1/2" Sewer Hose And Lateral Nozzle Reostate for reel speed		\$ 5,000.00	\$ -
<b>CONTROL PANEL</b>				
	Water Pump On/Off	1	STD	STD
	Vacuum On/Off	1	STD	STD
	Hydraulics On/Off	1	STD	STD
	Safety lanyard (1) Emergency Kill	1	STD	STD
	Fuel Tank Chasels	1	STD	STD
	Electric Throttle	1	STD	STD
	Tachometer	1	STD	STD
	Water Pressure	1	STD	STD
	Water On/Off Valve	1	STD	STD
	Reel Speed Control	1	STD	STD
	Reel IN/OUT	1	STD	STD
<b>BLOWER BELT DRIVE</b>				
	3300 CFM Blower	1	STD	STD
	Cyclone Separator Dual	1	STD	STD
	Vacuum Breaker	1	STD	STD
<b>6" Vacuum System</b>				
	36" x8" Crown Nozzle W/Hat Flange (1) STD	1	STD	STD
	48" x 6" Vacuum Tube w/Hat Flange (2) STD	2	STD	STD
	60" x 6" Vacuum Tube w/Hat Flange (3) STD	3	STD	STD
	Pipe Storage Area 6"	1	STD	STD
	Clamps For Tubes 6"	1	STD	STD
	38" x 6" Crown Nozzle W/Hat Flange		\$ 155.00	\$ -
	38" x 6" Vacuum Tube w/Hat Flange		\$ 180.00	\$ -
	48" x 6" Vacuum Tube w/Hat Flange		\$ 268.00	\$ -
	60" x 6" Vacuum Tube w/Hat Flange		\$ 315.00	\$ -
<b>TOOL STORAGE</b>				
	Tool Tray Each Side Water/Debris Tank Aluminum (N/A)	2	STD	STD
	TOOL BOX 24 X24 X 30 TM Locking Below Frame Passenger Side	2	<del>\$788.00</del>	\$ 1,560.00
	Front Bumper Mounted Tool Boxes 16x12x18 w/Side Markers		\$580.00	\$ -
	Driver Side Top Mounted Tool Box 24x24x36 Aluminum		\$1,500.00	\$ -
	Passenger Side Top Mounted Tool Box 24x24x36 Aluminum	1	<del>\$1,500.00</del>	\$ 1,500.00
	Rubber Dry Decking Installed In Tool Boxes & Trays	3	<del>\$150.00</del>	\$ 450.00
<b>BOOM WITH OPTIONS</b>				
	9 FT Telescoping Boom	1	STD	STD
	Powered Boom Rotation Std W Boom	1	STD	STD
	Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker. 30 foot lanyard PLUG ONLY WHEN WIRELESS ORDERED	1	STD	STD
	Wireless Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker, Throttle,		\$ 4,500.00	\$ -
	Boom assembly Remote Lube	1	\$ 2,880.00	\$ 2,880.00
<b>LIGHTING</b>				
	LED Arrowstick w Control Box & Mounting Bracket	1	\$ 2,500.00	\$ 2,500.00
	Corner White Strobes (2) Front (2) Rear	1	\$ 1,250.00	\$ 1,250.00

Part Number	Description	Quantity	Price	Total
	Light - Hand Held Spot Light		\$ 192.00	\$ -
	Light - Low Water Warning Light		\$ 205.00	\$ -
	LED Light - Work Light-(Control panel)	1	\$ 200.00	\$ 200.00
	Light - Low Water Warning Alarm With Bypass Switch	1	\$ 250.00	\$ 250.00
	LED Light - Work Light (Engine-Pump area)		\$ 200.00	\$ -
	LED Light - Work Light (BOOM)		\$ 200.00	\$ -
	LED Light - Work Light (Mounted Please State Area)		\$ 200.00	\$ -
	Strobe Light	1	\$ 325.00	\$ 325.00
	Panel Light	1	\$ 80.00	\$ 80.00
	Light - Work Light (Arrowslick PS) LED		\$ 200.00	\$ -
	Light - Work Light (Arrowslick DS) LED		\$ 200.00	\$ -
	Light Bar Side Debris Tank	1 ea. Side	\$ 400.00	\$ 800.00
	Light Bar Arrowstick	1	\$ 400.00	\$ 400.00
	PH LED - Work Light (Levelwind)		\$ 200.00	\$ -
	Super LED Boom Lights	3	\$ 400.00	\$ 1,200.00
	12 Volt Power Outlet On Control Panel Female	1	\$ 85.00	\$ 85.00
	Back Up Camera With Rear Camera		\$ 1,800.00	\$ -
	Back Up Camera With Front Rear Camera	1	\$ 2,500.00	\$ 2,500.00
	Back Up Alarm	1	\$ 200.00	\$ 200.00
<b>MANUALS</b>				
	PipeHunter Operator's Manual CD	1	STD	STD
<b>FRAME &amp; AXLE</b>				
	Industrial Frame	1		
	DOT LIGHTING PACKAGE	1		
	Traffic Cone Rack	1	\$ 125.00	\$ 125.00
	Triangle Kit	1	\$ 100.00	\$ 100.00
	Fire Ext.	1	\$ 125.00	\$ 125.00
<b>LINER OPTION</b>				
	PipeHunter Speed Liner Frame & Reel	1		

Liner Color: **CUSTOMER CHOICE OF STD COLORS FOR DEBRIS TANK & HOSE REEL ALL OTHER COMPONENTS STD BLACK**

Quoted By:		Total Options:	\$ 31,447.88
		Base Price:	\$ 259,000.00
		Sub Total:	\$ 290,447.88
		Discount:	\$ -
		Sub Total:	\$ 290,447.88
	2024 PETERBILT Peterbilt 548—46000 GVWR, " Allison Auto Trans 3080 Series PACCAR PX-9 350 HP With Comfort Heating Package Per Attached Specifications	\$145,000.00	CHASSIS
	2024 Freightliner 108SD 46000 GVWR, " CA Auto Trans 3000 Series 350 HP	\$120,000.00	CHASSIS \$120,000.00
For 5300 CFM	2023 Freightliner 114SD 46000 GVWR, " CA Auto Trans 4000 RDS Series 450 HP	\$140,000.00	CHASSIS
	Miles @ \$4.00	237	Freight: \$ 948.00
Ship Method:			
Notes:		Total:	\$ 411,395.00

PH PRICING 2019.0

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Terms: MUNICIPAL (NET 30) CONTRACTORS (COD)

CHASSIS MUST \* CA CHASSIS & PTO Programming Specs List

Auto Neutral Safety- When air parking brake applied, the transmission goes to neutral.

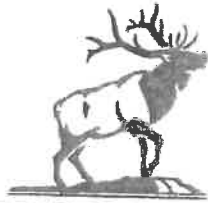
Rear Toggle for chassis throttle at rear of unit, Chassis provider will provide a kit to include pre wired harness for connecting toggle to engine harness

Max RPM of 2100 Bump Ramp rate to match typical cruise control rate

On hold down of toggle, to idle REEL GVW 40000 Rear 20 Front Auto Trans 3000 Series 10 Bolt PTO 350 HP PTO TO BE OPEN BOTH PORTS FRONT MOUNT

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**GOVERNMENT CAPITAL**  
CORPORATION

January 26, 2024

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

RE: Vac-Con Sewer Machine

Thank you for the opportunity to present the following proposal for financing:

ISSUER	City of Gatesville	
FINANCING STRUCTURE	Tax Exempt Financing - Texas Public Property Finance Act Contract subject to Section 271.005 of the Texas Local Government Code	
EQUIPMENT COST	\$195,000.00	
TERM	5 Years	7 Years
PAYMENT AMOUNT	\$46,840.95	\$35,405.96
INTEREST RATE	5.706%	5.823%
PAYMENTS BEGINNING	One year from Signing & Annually Thereafter	

The above proposal is subject to audit analysis, mutually acceptable documentation, assumes this to be a bank qualified transaction and is not a binding commitment. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time. Proposed financing includes 2% of the equipment cost to cover all costs associated with the financing – closing, underwriting, documentation, etc.

Our finance programs are flexible, and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Tara Clawson-Cherry*

Tara Clawson-Cherry  
Vice President Public Finance  
Direct 817-988-9880  
[www.govcap.com](http://www.govcap.com)  
[tara.clawson@govcap.com](mailto:tara.clawson@govcap.com)

*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation. The terms of the proposed financing are being provided solely in response to your specific inquiry and for your professional consideration.*



Other Business:                      Agenda Item # 8

**CITY COUNCIL MEMORANDUM**

**Date:**                      February 13, 2024

**To:**                         Mayor & City Council

**From:**                    Scott L. Albert, City Manager

**Agenda Item:** Discussion and possible action regarding a resolution supporting the submittal of an application to the Texas Department of Housing and Community Affairs for the 2024 Low Income Housing Tax Credit Program in relation to the Gateway Vista Apartments.

**Information:**

The MacDonald Company, is seeking support from the City of Gatesville for submitting an application to the Texas Department of Housing and Community Affairs (TDHCA) for the 2024 Low-Income Housing Tax Credit Program, in connection with the Gateway Vista Apartments. They are also requesting a minimal financial contribution from the city toward the project, totaling \$250.00, which could include the waiving or reduction of fees, such as those for a building permit.

The Gateway Vista project envisions a newly constructed community comprising approximately 74-units, and it will not have age restrictions. The units will consist of 1, 2, and 3-bedroom options, making it suitable for families.

Housing Tax Credits are federally established and allocated at the state level by the Texas Department of Housing and Community Affairs (TDHCA) through a competitive process. Developers submit proposed projects to TDHCA, where points are awarded based on location factors, developer experience, and proposed development characteristics. Pre-applications were submitted in early January, with full applications to be submitted on March 1. If a development is awarded tax credits, these credits are sold by the developer to syndicators or equity investors. The proceeds from the tax credits are used to finance the equity in the development, allowing the project to carry less debt than a traditional market-rate development, resulting in a smaller mortgage and, consequently, more affordable rents, fostering a mixed-income community.

The housing tax credit process entails several layers of oversight and compliance, enforced both by TDHCA and equity investors in the projects. Non-compliance with TDHCA's stringent standards jeopardizes a developer's ability to develop housing tax credit communities in Texas. Compliance includes maintaining the building and ensuring that all residents have income qualifications for their units. Furthermore, all adults residing on the property must be on the lease and undergo a criminal background screening and credit check.

**Financial Impact:**

A \$250.00 impact if the application/project is approved by TDHCA.

**Staff Recommendation:**

The staff recommends the approval of the resolution supporting the submission of an application to TDHCA and a minimal financial contribution from the city toward the project, amounting to \$250.00.

**Motion:**

I move to approve Resolution No. 2024-, supporting the submission of an application to the Texas Department of Housing and Community Affairs for the 2024 Low-Income Housing Tax Credit Program concerning the Gateway Vista project, along with a financial contribution towards the project from the city not to exceed \$250.00.

**Attachments:**

- Power Point Presentation.



**MacDonald**  
C O M P A N I E S

*Affordable Lifestyles. Community Values.*



# **GATEWAY VISTA APARTMENTS**

**A PROPOSED 74-UNIT MIXED-INCOME COMMUNITY IN GATESVILLE,  
TEXAS**





## Contents

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<i>Introduction</i>	
Development Company Profile	3
Housing Tax Credit Information	4
Company Experience in HTC	5-7
Executive Summary	8
<i>Development Details</i>	
Location Map	10-11
Proposed Building Elevations	12-14
Proposed Floor Plans	15

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# Development Company Profile

The MacDonald Companies are a family-owned group of companies specializing in developing, building, and managing multifamily neighborhoods across Texas.



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## Housing Tax Credit Information

- Housing Tax Credits (HTC) are awarded annually by the Texas Department of Housing and Community Affairs and is the primary means of directing private capital to facilitate the construction of affordable housing in communities in need.



# Company Experience in HTC Multifamily Projects

- Bent Tree Apartments, San Angelo, Texas — 112 HTC Units
- Meadows Apartments, Kerrville, Texas — 72 HTC Units for Seniors
- Creekside Apartments, Boerne, Texas — 71 HTC Units
- The Springs Apartments, Dripping Springs, Texas — 76 HTC Units
- Heritage Oaks Apartments, Kerrville, Texas — 76 HTC Units
- Brenham Oaks Apartments, Brenham, Texas — 76 HTC Units
- Park Meadows Apartments, Boerne, Texas — 100 HTC Units for Seniors
- Portside Villas, Ingleside, Texas — 144 HTC/Market Units
- Highland Oaks Apartments, Marble Falls, Texas — 76 HTC Units for Seniors
- Union Pines Apartments, San Antonio, Texas — 152 Acq./Rehab. HTC Units
- Union Park Apartments, San Antonio, Texas — 100 Acq./Rehab. HTC Units
- The Vistas Apartments, Marble Falls, Texas — 124 HTC Units
- The Masters Road Apartments, Dallas, Texas — 144 HTC/Bond Units

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# Company Experience in HTC Multifamily Projects

- Post Oak East Apartments, Euless, Texas — 246 HTC/Bond Units
- Oaks of Bandera Apartments, Bandera, Texas — 76 HTC Units
- Bluffview Villas Apartments, Brenham, Texas — 76 HTC Units for Seniors
- Aventine at Tarrant Parkway Apartments, Keller, Texas — 240 HTC/Bond Units
- Friendship Place Apartments, Fredericksburg, Texas — 76 HTC Units
- St. Augustine Estates, Dallas, Texas — 150 HTC/Bond Units for Seniors
- Landa Place Apartments, New Braunfels, Texas — 100 HTC Units for Seniors
- Villas at Henderson Place, Cleburne, Texas — 140 HTC Intergenerational Units
- White Rock Hills, Dallas, Texas — 302 Acq./Rehab. HTC Units
- Terraces at Cibolo, Boerne, Texas — 150 HTC/Bond Units for Seniors
- Paseo De Paz, Kerrville, Texas — 76 HTC Units
- 377 Villas I & II, Brownwood, Texas — 76 HTC Units & 36 HOME/Market Rate Units
- River Place, San Angelo, Texas — 120 HTC Units for Seniors
- Gardens at Clearwater, Kerrville, Texas — 80 HTC Units for Seniors
- Guadalupe Crossing Apartments, Comfort, Texas — 68 HTC Units

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# Company Experience in HTC Multifamily Projects

- Meadow Vista, Weatherford, Texas — 80 HTC Units for Seniors
- Mustang Heights Apartments, Sweetwater, Texas — 80 HTC Units
- Brookview Village Apartments, Copperas Cove, Texas — 120 HTC Units for Seniors
- North Angelo Estates, San Angelo, Texas — 36 Single Family HTC Units
- Oakland Hills Apartments, Floresville, Texas — 120 Market Rate Units
- Comfort Place Apartments, Comfort, Texas — 48 HTC Units for Seniors
- Westridge Senior Apartments, Midland, Texas — 96 HTC Units for Seniors
- The Preserve at Hunters Crossing, Bastrop, Texas — 140 HTC Units

• **Total Units: 3,899**



## Executive Summary

MacDonald Companies is proposing to construct Gateway Vista Apartments in Gatesville, Texas. This apartment community will consist of 74-unit mixed-income units. Located off of South State Highway 36 in Gatesville, Texas, Gatesville Vista Apartments will offer 1, 2, & 3 bedroom units.



# Development Details



MacDonald  
C O M P A N I E S

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# Location Map

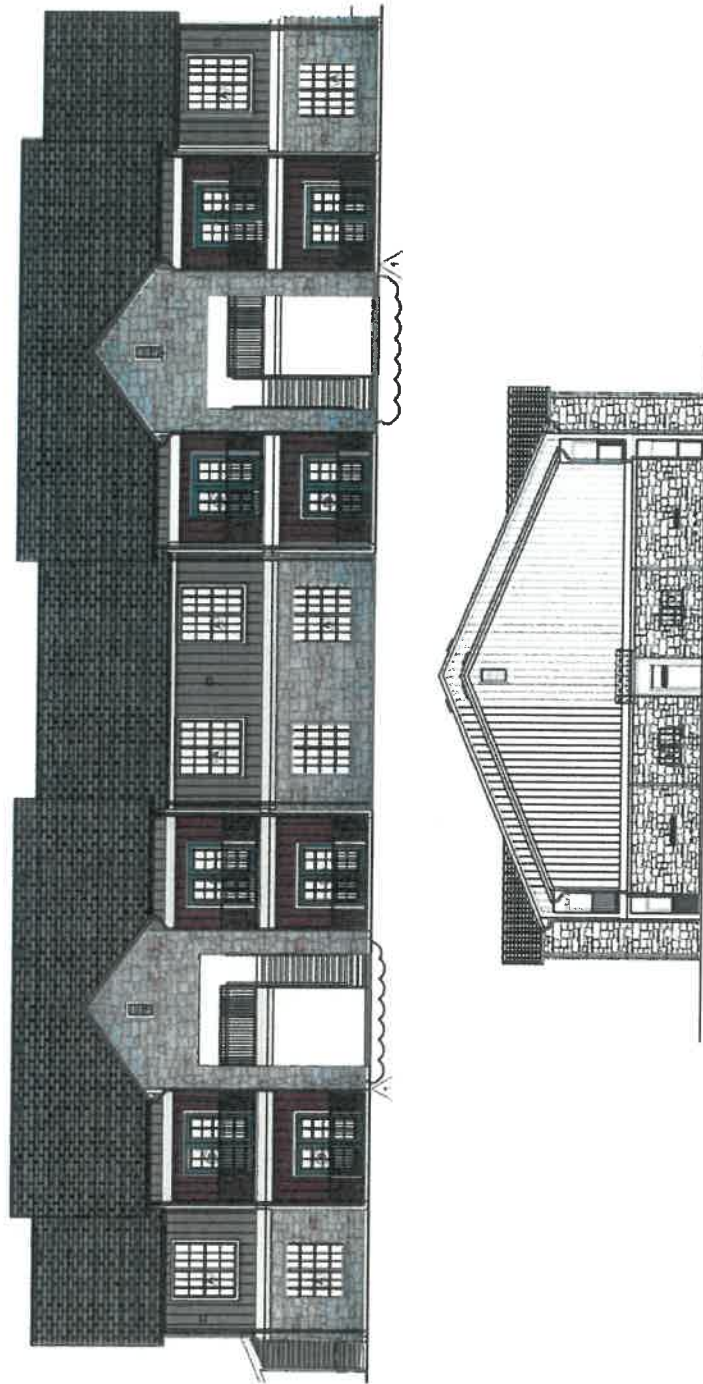


# Location Map



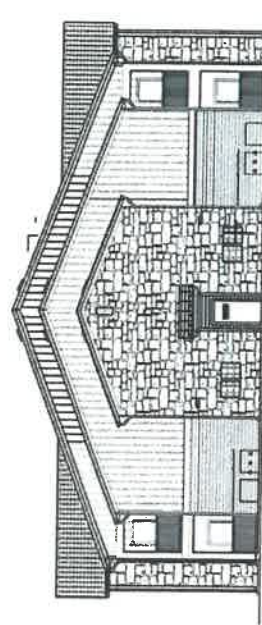


# Proposed Building Elevations



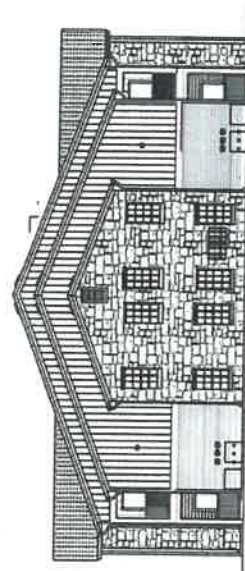


# Proposed Building Elevations



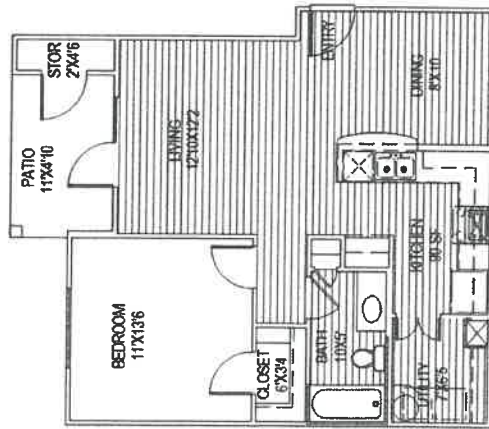


# Building Elevations

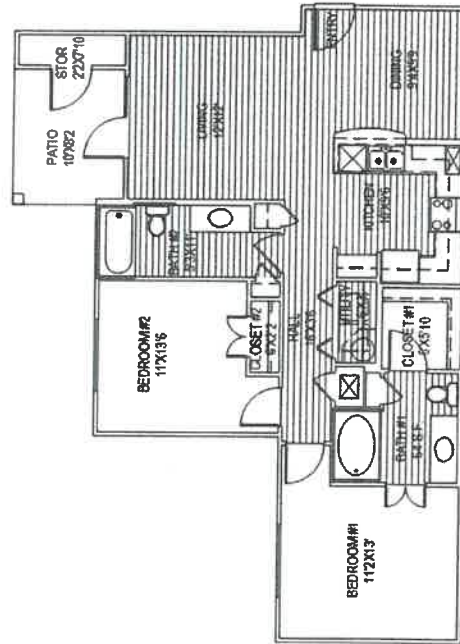




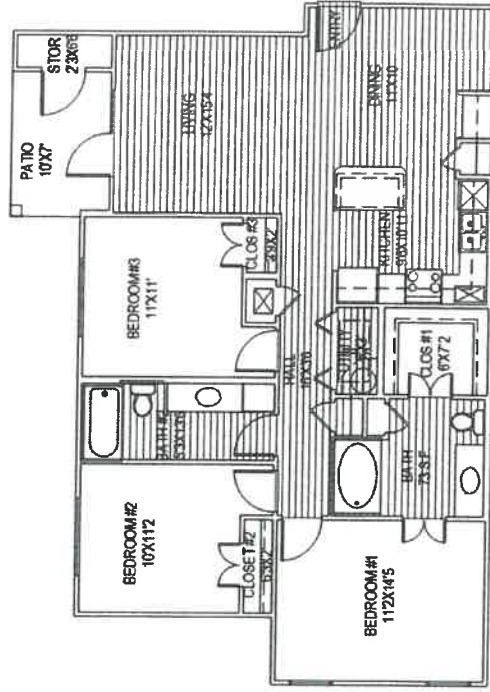
# Proposed Floor Plans



1 Bedroom



2 Bedroom



3 Bedroom

# 2024

January							February							March							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6						1	2	3					1	2	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	
														31							
April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3	4						1	
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	
														30							
July							August							September							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6						1	2	3	1	2	3	4	5	6	7
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28	29	30	31				25	26	27	28	29	30	31	29	30						
October							November							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5							1	2	1	2	3	4	5	6	7
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20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					