

# **Regular City Council Meeting**

**March 12, 2024**

**At**

**Gatesville Council Chamber**

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

**5:30 P.M.**



**INDEX  
REGULAR CITY COUNCIL MEETING  
MARCH 12, 2024**

**5:30 P.M.**

**PAGE 1-2 ---- AGENDA – 3-12-2024**

**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 3-22 - 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 2024-19: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM SPECIAL CITY COUNCIL MEETING FEBRUARY 27, 2024. (WENDY COLE)**

**RESOLUTION 2024-20: DISCUSSION AND POSSIBLE ACTION REGARDING JANUARY 2024 FINANCIALS. (MIKE HALSEMA)**

**RESOLUTION 2024-21: DISCUSSION AND POSSIBLE ACTION REGARDING THE RE-ADOPTION OF THE CITY OF GATESVILLE TAX ABATEMENT GUIDELINES (EFFECTIVE FOR 2 YEARS)**

**RESOLUTION 2024-22: DISCUSSION AND POSSIBLE ACTION REGARDING THE RE-APPOINTMENTS/APPOINTMENTS OF JACK HERRING, CHANCE TAYLOR, AND TIM MARTIN, TO THE CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS, PLACES 2, 4, 6 RESPECTIVELY, AND TERRY WILLIAMS AS ALTERNATE 2 TO THE CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS**

**RESOLUTION 2024-23: DISCUSSION AND POSSIBLE ACTION REGARDING A TWO-YEAR FIREWORKS PRODUCTION CONTRACT WITH WESTERN ENTERPRISES, INC.**

**PAGE 23-28 CITY COUNCIL MEMORANDUM - DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM THE CRUZIN CRUZERS TO HOLD THE ANNUAL CAR SHOW AROUND THE CORYELL COUNTY COURTHOUSE AND REGARDING TEMPORARY CLOSURE OF STREETS. (LAVINIA SHELTON)**

**PAGE 29-33 CITY COUNCIL MEMORANDUM - DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST ON BEHALF OF THE DISABLED VETERANS OF GATESVILLE TO HOLD A CAR SHOW AROUND THE CORYELL COUNTY COURTHOUSE AND REGARDING TEMPORARY CLOSURE OF STREETS. (ROBERT KAZMIERCZAK)**

- PAGE 34-45 CITY COUNCIL MEMORANDUM - DISCUSSION AND POSSIBLE ACTION REGARDING THE CEN-TEX SUSTAINABLE COMMUNITY PARTNERSHIP MEMORANDUM OF UNDERSTANDING RENEWAL (LIZ REINHARDT)**
- PAGE 46-53 CITY COUNCIL MEMORANDUM - DISCUSSION AND POSSIBLE ACTION REGARDING A COMPROMISE SETTLEMENT AGREEMENT AND RELEASE WITH GLIMMER N GLOSS CAR WASH (SCOTT ALBERT)**
- PAGE 54-78 CITY COUNCIL MEMORANDUM- BRIEFING/PRESENTATION OF THE ANNUAL GATESVILLE POLICE DEPARTMENT REPORT, INCLUDING STATE MANDATED RACIAL PROFILING REPORT AND ECLIPSE 2024 UPDATES (BRAD HUNT)**
- PAGE 79-85 CITY COUNCIL MEMORANDUM- 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 (3RD & FINAL READING OF ORDINANCE 2024-01)  
(BRAD HUNT)**
- NO MEMO - DISCUSSION AND POSSIBLE ACTION TO PROVIDE UTILITY SERVICE TO PROPERTY OUTSIDE THE CITY LIMITS OF GATESVILLE. (SCOTT ALBERT)**

**CITY MANAGER'S REPORT**

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

**AGENDA**  
**REGULAR CITY COUNCIL MEETING**  
**MARCH 12, 2024**  
**5:30 P.M.**  
**GATESVILLE CITY COUNCIL CHAMBERS**  
**110 NORTH 8<sup>TH</sup> STREET, GATESVILLE, TEXAS 76528**

1. Call Special Meeting 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 2024-19** Discussion and possible action regarding approval of minutes from Special City Council meeting held on February 27, 2024.  
(Wendy Cole)

**Resolution 2024-20:** Discussion and possible action regarding January 2024 Financials (Mike Halsema)

**Resolution 2024-21:** Discussion and possible action regarding the re-adoption of the City of Gatesville Tax Abatement Guidelines (effective for 2 years)

**Resolution 2024-22:** Discussion and possible action regarding the re-appointment/appointments of Jack Herring, Chance Taylor, and Tim Martin, to the Construction Board of Adjustments and Appeals, Places 2, 4, 6 respectively, and Terry Williams as Alternate 2 to the Construction Board of Adjustments and Appeals

**Resolution 2024-23:** Discussion and possible action regarding a two-year Fireworks Production Contract with Western Enterprises, Inc. (Wendy Cole)

**OTHER BUSINESS:**

6. Discussion and possible action regarding a request from the Cruzin Cruzers Car Club to hold their annual car show around the Coryell County Courthouse and regarding temporary closure of streets. (Lavinia Shelton)
7. Discussion and possible action regarding request on behalf of the Disabled American Veterans of Gatesville to hold a car show around the Coryell County Courthouse and regarding temporary closure of streets. (Robert Kazmierczak)

8. Discussion and possible action regarding the Cen-Tex Sustainable Community Partnership Memorandum of Understanding renewal (Liz Reinhardt)
9. Discussion and possible action regarding a compromise settlement agreement and release with Glimmer N Gloss Car Wash. (Scott Albert)
10. Briefing/presentation of the annual Gatesville Police Department Report, including State Mandated Racial Profiling Report and Eclipse 2024 Updates (Brad Hunt)
11. 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. (3rd & final reading of Ord. 2024-01) (Brad Hunt)
12. Discussion and possible action to provide utility service to property outside the city limits of Gatesville, Texas (Scott Albert)
13. City Manager's Report
14. Adjourn Meeting

I hereby attest that the above agenda was posted on this the 8th day of March, 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  
FEBRUARY 27, 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 5:32 P.M. THIS 27TH DAY OF FEBRUARY, 2024

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

REGRETS: Councilmember John Westbrook

CITY STAFF PRESENT: City Secretary Wendy Cole, Finance/HR Director Mike Halsema, and Police Chief Brad Hunt

REGRETS: City Manager Scott Albert

OTHERS: Leo Corona, Blake Roberts, and Gatesville Messenger Staff Writer Kaylee Dusing

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

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

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 FEBRUARY 13, 2024.

RESOLUTION 2024-16: Motion by Meredith Rainer, seconded by Barbara Burrow, to approve the minutes from the Regular City Council Meeting held on February 13, 2024; all five voting "Aye", motion passed.

6) DISCUSSION AND POSSIBLE ACTION REGARDING A CONTRACT WITH PFM FINANCIAL ADVISORS LLC TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE CITY OF GATESVILLE (MIKE HALSEMA & BLAKE ROBERTS)

Finance Director, Mike Halsema, said that currently the city's Financial Advisors (FA) services are provided by SAMCO. FA's are utilized when issuing debt, refunding debt, and ongoing reporting of debt related information to the public, federal agencies, and the bond holders. An FA continually monitors debt issuances and the bond market looking for savings opportunities. FA's also assist when a debt issuance is needed to fund a major city project and will provide analysis and recommendations of the most cost effective method of funding the project.

City staff is proposing to change from the city's current financial advisors, SAMCO, to Public Financial Management (PFM) largely because it would save the City money on future issuances as well as reoccurring expenses. The proposed contract with PFM Financial Advisors LLC (PFM) is on a fee per use basis, without any minimum, or recurring costs. Our current FA charges us more than \$4,000 for our yearly required filing with Electronic Municipal Market Access (EMMA-a municipal bond reporting agency), which is March 31st of every year. PFM offers this service for free as part of representing the City as our FA. Mr. Halsema said that he had worked with PFM and with Mr. Roberts as PFM's representative at his prior job and filed these yearly reports himself with PFM's assistance and there was no charge.

Mr. Halsema introduced Blake Roberts of PFM Financial Advisors LLC who provided a PFM handout of information regarding the PFM firm and qualifications to the Council. Mr. Roberts said that PFM advise cities, counties and school districts across Texas on bond transactions, debt transactions and just general financial planning. Mr. Roberts briefly discussed the history of PFM and their experience with other cities- big & small- and how they strive to build a relationship with trust and service regarding the information and responsiveness that their clients are getting. Mr. Roberts stated that PFM has access to many significant resources which would be beneficial to Gatesville and also noted that the PFM contract is a very competitive contract.

RESOLUTION 2024-17: Motion by Joe Patterson, seconded by Greg Casey, to approve a contract with PFM Financial Advisors LLC to provide financial advisory services to the City of Gatesville contingent upon the City Attorney's review and approval; all five voting "Aye", motion passed.

7) BRIEFING REGARDING THE RETAIL COACH WORKSHOP SCHEDULED ON MARCH 5, 2024 FOR CURRENT BUSINESSES, FUTURE OWNERS, AND NON-PROFIT BUSINESSES  
(LEO CORONA)

Leo Corona reminded the Council that in July of 2023 the City Council approved the services of the Retail Coach to assist in identifying retailers and developers that can be recruited to recognize Gatesville as suitable locations for their next businesses and to also assist existing business owners to use the data available to develop strategies to support their businesses. Mr. Corona said that the presentation/workshop scheduled for March 5th will focus on Gatesville's existing business owners with the Retail Coach sharing the market analysis that they performed for Gatesville along with any other data that they believe will help out local businesses to better understand how to better deliver their services to the area.

The Chamber of Commerce has coordinated with the Retail Coach to conduct this workshop and the Chamber of Commerce will also be present at the workshop to speak as to what services they provide the city of Gatesville. The Retail Coach associate present at the meeting will be available to answer questions regarding data and strategies for the business owners or provide them another point of contact to answer any other questions.

The Retail Coach will have a dedicated website which will provide all the data and analytics they have processed and evaluated. Interested businesses will be able to contact the Retail Coach until August of 2024 when the contract expires. The contract can be renewed and extended if Council would wish to do so.

The Chamber of Commerce has posted the flyer on their website and also provided the workshop information to their Chamber Members so hopefully there will be many members in attendance. There have been 62 flyers delivered to many businesses in town including the downtown area. The meeting & workshop information has been posted on the city's website also. Mr. Corona encouraged the Council to attend the workshop so they can hear what business owners are concerned about and if the \$35,000.00 that the City invested meets the expectations of the Council and then can be considered when the contract renewal option is presented in August.

Mr. Corona said that the focus of the March 5th workshop is mainly for existing businesses. The second aspect of the Retail Coach initiative in regards to identifying future retailers to be recruited to come to

Gatesville will first be provided to the City Manager Mayor Chumley and the Council thanked Mr. Corona for volunteering his services and time for this workshop.

8) DISCUSSION AND POSSIBLE ACTION REGARDING PASSING OF ANY ADDITIONAL CREDIT CARD FEES FOR ALL CITY TRANSACTIONS TO THE USER. (MIKE HALSEMA)

Finance Director, Mike Halsema said that in an effort to make it more convenient for the public to pay for services, fees, and fines the City currently absorbs the costs associated with accepting credit cards. However, the areas where credit cards are accepted through the city has increased which has also increased the cost the city has absorbed. The first quarter financials have revealed that the City has absorbed a little over \$25,000 in credit card fees which would calculate spending approximately \$100,000 per year on credit card fees. Payment of utilities are available by web or phone, and there is a per use convenience fee associated with each transaction that the City has been absorbing. The City is one of few businesses in town that do not pass along the additional costs associated with credit cards. Mr. Halsema noted that most businesses in town have the consumer pay the credit card fees and also mentioned that the County adds an additional fee for paying by credit card. The City has recently absorbed some hefty convenience fees regarding hotel/motel tax payments that were made with credit cards.

There was a lengthy discussion regarding the convenience fees associated with the use of credit/debit cards and that no fees are charged associated with Automated Clearing House (ACH) bank drafts, or customers that come by in person and pay with cash or check, use the drop box or drive- through and pay with cash or check. There were questions regarding the convenience fee/software process and also the portable credit card processor that is used at the baseball complex.

Staff recommends passing the additional costs associated with credit cards as soon as practicable after giving staff time to provide notice to the public.

Councilmember Rainer asked for an update on this topic in six months if the Council approves it.

RESOLUTION 2024-18: Motion by Barbara Burrow, seconded by Meredith Rainer, to approve the passage of additional credit card fees for all city transactions to the user; all five voting "Aye", motion passed.

Mayor Chumley asked the Council if there were any suggested topics for upcoming council meetings.

1. Councilmember Rainer asked for a City Managers Report at the next Council meeting, if possible.
2. Councilmember Casey said that he & Councilmember Westbrook had questions for the City Manager from the last Council meeting but knew that City Manager Albert had been out of the office.

9) ADJOURN MEETING AT 6:32 P.M. THIS 27TH DAY OF FEBRUARY, 2024

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Gary M. Chumley  
Mayor



## General Fund

Revenues	JANUARY	2023-24	2023-24	% YTD
		Budget	YTD	
AV Taxes	1,842,458	2,799,236	2,227,672	79.6%
Sales Tax	236,955	2,909,568	954,880	32.8%
Franchise Fees	50,007	797,203	245,489	30.8%
Fines & Fees	14,517	151,000	51,457	34.1%
Other taxes	924	15,000	4,543	30.3%
Licenses & Permits	7,236	36,600	31,042	84.8%
Rental Income	8,949	33,500	27,846	83.1%
Parks & Rec	50,334	380,000	117,931	31.0%
Misc. Revenues	8,372	151,500	50,327	33.2%
Intergovernmental	-	-	-	
Inter fund Transfers	53,861	777,785	215,446	27.7%
<b>TOTAL REVENUES</b>	<b>2,273,613</b>	<b>8,051,392</b>	<b>3,926,632</b>	<b>48.8%</b>
<b>Expenditures</b>				
<b>LIBRARY</b>				
Personnel Svcs.	12,035	178,241	49,818	27.9%
O&M	9,864	96,355	35,834	37.2%
<b>Total</b>	<b>21,899</b>	<b>274,596</b>	<b>85,652</b>	<b>31.2%</b>
<b>ADMINISTRATION</b>				
Personnel Svcs.	51,537	686,597	210,604	30.7%
O&M	30,721	713,951	218,987	30.7%
<b>Total</b>	<b>82,258</b>	<b>1,400,548</b>	<b>429,591</b>	<b>30.7%</b>
<b>PLANNING</b>				
Personnel Svcs.	18,064	164,047	58,210	35.5%
O&M	1,565	19,160	10,128	52.9%
<b>Total</b>	<b>19,630</b>	<b>183,207</b>	<b>68,338</b>	<b>37.3%</b>
<b>POLICE</b>				
Personnel Svcs.	180,440	2,245,666	775,036	34.5%
O&M	43,070	462,549	218,781	47.3%
<b>Total</b>	<b>223,510</b>	<b>2,708,215</b>	<b>993,817</b>	<b>36.7%</b>
<b>COURT</b>				
Personnel Svcs.	11,684	149,766	48,632	32.5%
O&M	1,269	49,870	25,630	51.4%
<b>Total</b>	<b>12,953</b>	<b>199,636</b>	<b>74,262</b>	<b>37.2%</b>
<b>FIRE</b>				
Personnel Svcs.	83	1,000	333	33.3%
O&M	8,390	311,554	115,622	37.1%
<b>Total</b>	<b>8,473</b>	<b>312,554</b>	<b>115,956</b>	<b>37.1%</b>
<b>STREET</b>				
Personnel Svcs.	40,739	544,908	168,794	31.0%
O&M	19,099	862,338	161,637	18.7%
<b>Total</b>	<b>59,838</b>	<b>1,407,246</b>	<b>330,432</b>	<b>23.5%</b>
<b>FLEET SERVICES</b>				
Personnel Svcs.	6,064	76,377	26,223	34.3%
O&M	1,211	38,100	14,124	37.1%
<b>Total</b>	<b>7,275</b>	<b>114,477</b>	<b>40,346</b>	<b>35.2%</b>
<b>BUILDING INSPECTIONS</b>				
Personnel Svcs.	5,441	164,950	19,952	12.1%
O&M	1,234	48,777	11,845	24.3%
<b>Total</b>	<b>6,675</b>	<b>213,727</b>	<b>31,796</b>	<b>14.9%</b>
<b>PARKS &amp; RECREATION</b>				
Personnel Svcs.	36,781	475,883	151,309	31.8%
O&M	17,163	224,757	78,474	34.9%
<b>Total</b>	<b>53,944</b>	<b>700,640</b>	<b>229,783</b>	<b>32.8%</b>
<b>Fitness Center</b>				
Personnel Svcs.	10,590	155,679	44,041	28.3%
O&M	25,343	150,152	69,265	46.1%
<b>Total</b>	<b>35,932</b>	<b>305,831</b>	<b>113,306</b>	<b>37.0%</b>
<b>SWIMMING POOL</b>				
Personnel Svcs.	-	64,590	-	0.0%
O&M	640	45,814	11,197	24.4%
<b>Total</b>	<b>640</b>	<b>110,404</b>	<b>11,197</b>	<b>10.1%</b>
<b>CIVIC CENTER</b>				
Personnel Svcs.	7,297	81,183	30,526	37.6%
O&M	4,654	39,128	24,263	62.0%
<b>Total</b>	<b>11,951</b>	<b>120,311</b>	<b>54,789</b>	<b>45.5%</b>
<b>TRANSFER EXPENSE</b>				
	-	-	-	
<b>TOTAL EXPENDITURES</b>	<b>544,979</b>	<b>8,051,392</b>	<b>2,579,264</b>	<b>32.0%</b>
<b>Gain (Loss)</b>			<b>1,347,368</b>	

## Water & Sewer Fund

	JANUARY	2023-24 Budget	2023-24 YTD	% YTD
<b>Water</b>				
<b>Revenues</b>				
<b>Water Sales</b>				
Residential	127,446	1,949,288	611,027	31.3%
Commercial And Institutional	177,371	2,294,232	760,981	33.2%
Wholesale	76,152	1,041,281	332,008	31.9%
<b>Connections &amp; Installs</b>	585	31,300	6,002	19.2%
<b>Misc.</b>	7,055	71,000	31,010	43.7%
Subtotal	388,608	5,387,101	1,741,029	32.3%
<b>Expense</b>				
<b>Distribution</b>				
Personnel	57,720	749,552	245,065	32.7%
O&M	202,097	710,034	348,702	49.1%
Capital Outlay	5,784	2,504,932	563,008	22.5%
<b>Production</b>				
Personnel	29,735	449,415	128,020	28.5%
O&M	117,620	2,508,918	529,581	21.1%
Capital Outlay	78,835	2,383,271	301,431	12.6%
Subtotal	491,791	9,306,122	2,115,807	22.7%
<b>Sewer</b>				
<b>Revenues</b>				
<b>Sewer Fees</b>				
Residential	108,630	1,023,717	434,845	42.5%
Commercial And Institutional	210,335	2,074,791	709,091	34.2%
<b>Connections &amp; Installs</b>	77	9,300	704	7.6%
<b>Misc.</b>	2,090	19,250	11,338	58.9%
Subtotal	321,132	3,127,058	1,155,979	37.0%
<b>Expense</b>				
Personnel	40,418	473,384	169,521	35.8%
O&M	53,872	1,658,462	288,987	17.4%
Capital Outlay	160,934	8,321,036	400,397	4.8%
Subtotal	255,224	10,452,882	858,905	8.2%
<b>Sanitation</b>				
<b>Revenues</b>	70,570	794,280	283,506	35.7%
<b>Expense</b>	68,068	788,200	280,079	35.5%
<b>Non Departmental</b>				
<b>Revenues</b>				
Grants & reimbursements	137,032	12,026,904	683,226	5.7%
Interest	11,516	300,400	166,287	55.4%
Subtotal	148,548	12,327,304	849,513	6.9%
<b>Expense</b>				
Transfers and Franchise fees	90,869	1,088,539	366,879	33.7%
<b>Grand Total</b>				
<b>Revenues</b>	928,858	21,635,743	4,030,026	18.6%
<b>Expense</b>	905,953	21,635,743	3,621,670	16.7%
<b>Gain (Loss)</b>	22,905	-	408,357	

## General Fund January Report

### Revenues:

#### *Property Taxes*

Property taxes are at 79.6% of the budget. These taxes are due by January 31<sup>st</sup>. We have received over 100% of the budgeted amount, however due to the large number of payers waiting until the deadline, funds were received after the 31<sup>st</sup> and posted in February.

#### *Licenses & Permits*

Licenses and permits stand at 84.8% due to fees associated with a large development received in December and other new projects.

#### *Rental Income*

Rental income stands at 83.1%, 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*

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 online payment charges 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.

*Building Inspections*

Expenses related to building inspections are lower than 33% 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.

*Fitness Center*

Fitness center expenses are elevated due to one time budgeted repairs completed in January.

*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 January 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.

#### *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.

#### *Sewer O&M and Capital Outlay*

Work on the Stillhouse plant renovation has not begun at full pace yet. While system maintenance and repairs are being completed, major repairs have not exceeded budget at this time.



**Consent Agenda Item: #5 (Resolution 2024-21)**

**CITY COUNCIL MEMORANDUM**

**Date:** March 12, 2024

**To:** Mayor & City Council

**From:** Wendy Cole, City Secretary

**Agenda Item:** Discussion and possible action regarding re-adoption of the City of Gatesville Tax Abatement Guidelines

**Information:**

Tax code, sec. 312.002 requires that the City Council establish guidelines and criteria governing tax abatements, and review them every two years. The City of Gatesville’s tax abatement guidelines and criteria were last reviewed and approved on March 22, 2022.

Tax abatements are designed to induce private investment to establish, expand or modernize facilities; or create or expand jobs. The City’s tax abatement guidelines abate a percentage of the increased property taxes for a period not to exceed 10 years.

**Financial Impact:** N/A

**Staff Recommendation:** City staff has no proposed changes to the guidelines and recommends the approval of the current guidelines.

**Motion:** I make the motion to approve the Tax Abatement Guidelines for the City of Gatesville.

**Attachments:** Tax Abatement Guidelines for Gatesville, Texas

**Staff Contacts:** Wendy Cole, City Secretary [wcole@gatesvilletx.com](mailto:wcole@gatesvilletx.com)

TAX ABATEMENT GUIDELINES  
FOR  
GATESVILLE, TEXAS

I. INTRODUCTION

In order for the city to enter into tax abatement agreements as inducements for the investment of private resources in productive business enterprises located in the City and its extraterritorial jurisdiction and to create and retain jobs for the residents of the City, it must first have established guidelines and criteria governing tax abatement agreements. The City has previously passed a resolution stating that the City elects to become eligible to participate in the tax abatement program.

II. PURPOSE

The purpose of these guidelines is to establish procedures and criteria for inducing by tax abatement the investment of private resources to establish, expand, or modernize businesses or industries to create new permanent jobs or to retain existing jobs.

III. SCOPE

These guidelines cover the eligibility for tax abatement, the value and term of the tax abatement, the contents of the tax abatement agreement, and the effective period of these guidelines.

IV. ELIGIBILITY

- A. The eligibility of a business or industry to participate in the tax abatement program is determined by the business or industry meeting both requirements. First, the business or industry must create an Advalorem Tax Value of \$200,000 or more in new construction, expansion, or modernization of existing property. Secondly, the property on which the construction, expansion, or modernization is to occur is located in a Reinvestment Zone.
- B. Property owned or leased by a City Council member, Mayor, or by a member of the Planning and Zoning Commission is not eligible for tax abatement.
- C. The adoption of these guidelines and criteria by the City Council does not limit the discretion of the City Council to decide whether to enter into a specific tax abatement agreement or create any property, contract, or other legal right in any person to have the City Council consider or grant a specific application or request for tax abatement.

V. VALUE AND TERM OF ABATEMENT

The criteria for establishing the value and term of the tax abatement authorized are presented below:

<u>Ad Valorem Tax Value</u>	<u>Recommended Abatement Schedule</u>
<b>Applicant Category A:</b>	
\$200,000 to \$1,499,999	Year 1: 90% Year 2: 80% Year 3: 70% Year 4: 60% Year 5: 45% Year 6: 25% Year 7: 10%
<b>Applicant Category B:</b>	
\$1,500,000 to \$2,999,999	Year 1: 90% Year 2: 80% Year 3: 75% Year 4: 65% Year 5: 55% Year 6: 45% Year 7: 35% Year 8: 20% Year 9: 10%
<b>Applicant Category C:</b>	
\$3,000,000 to \$4,999,999	Year 1: 95% Year 2: 90% Year 3: 85% Year 4: 80% Year 5: 75% Year 6: 60% Year 7: 45% Year 8: 30% Year 9: 20% Year 10: 10%



**Applicant Category D:**

\$5,000,000 TO \$9,999,000	Year 1:	100%
	Year 2:	95%
	Year 3:	90%
	Year 4:	85%
	Year 5:	80%
	Year 6:	75%
	Year 7:	65%
	Year 8:	50%
	Year 9:	30%
	Year 10:	15%

**Applicant Category E:**

\$10,000,000 or more	Year 1:	100%
	Year 2:	100%
	Year 3:	95%
	Year 4:	95%
	Year 5:	90%
	Year 6:	85%
	Year 7:	75%
	Year 8:	60%
	Year 9:	30%
	Year 10:	15%

**VI. TAX ABATEMENT AGREEMENTS**

A. The City Council may include in a tax abatement agreement made with an owner of taxable real property located in a Reinvestment Zone:

1. to exempt from taxation a portion of the real property of the real property and the tangible personal property located on the real, or both, for a period not to exceed ten years, subject to the rights of holders of outstanding bonds of the City, on condition that the owner make specific improvements or repairs to the property;
2. to exempt real property covered by the agreement only to the extent its value exceeds its value in the year the agreement was made;
3. to exempt tangible personal property located on the real property each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement, and other than inventory or supplies;
4. to exempt property located in the extraterritorial jurisdiction of the City from taxes if the City annexes the property during the period of the agreement;

5. improvements or repairs by the City to streets, sidewalks and utility services or facilities associated with the property, except that the agreement may not provide for lower charges or rates than are made for other services or properties of a similar character;
6. an economic feasibility study, including a detailed list of estimated improvement costs, a description of the methods of financing all estimated costs, and the time when related costs or monetary obligations are to be incurred;
7. a map showing existing proposed improvements and used in the reinvestment zone; and
8. proposed changes of zoning ordinances, the comprehensive plan, the map, building codes and City ordinances.

B. The City must include in a tax abatement agreement made with an owner of real property located in a reinvestment zone:

1. a list of the kind, number, and location of all proposed improvements of the property;
2. provisions for access to and inspection of the property by representatives of the City to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
3. a limitation of the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and,
4. provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs and/or create the jobs as provided by the agreement.

## VII EFFECTIVE PERIOD OF GUIDELINES

These guidelines and criteria are effective for two years from the date of adoption. During that period, the guidelines and criteria may be amended or repealed only by a vote of three-fourths of the members of the city council.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Attested:

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

CITY OF GATESVILLE

By: \_\_\_\_\_  
Mayor, Gary M. Chumley



**Consent Agenda Item: #5 (Resolution 2024-22)**

**CITY COUNCIL MEMORANDUM**

**Date:** March 12, 2024

**To:** Mayor & City Council

**From:** Wendy Cole, City Secretary

**Agenda Item:** Discussion and possible action regarding the re-appointment/appointment of members to the Construction Board of Adjustment and Appeals.

**Information:**

A Construction Board of Adjustment and Appeals was established April 24, 2001 (Ord. No. 2001-07). The purpose of the board was to allow the owner of a building, structure or service system, or his duly authorized agent, who was trying to build or remodel a structure, the ability to appeal a decision of the building official. The Board would decide whether to allow a variance on the code in question.

The board consists of seven (7) members and two (2) alternates and shall be approved by the City Council. Such Board members should be composed of individuals with knowledge and experience in the technical codes adopted by the City Council of the City of Gatesville governing construction. The alternate members shall be from the public at large and the other members shall be from the building industry. A board member shall not act in a case in which he or she has a personal or financial interest.

The Construction Board of Adjustment and Appeals serve two-year terms and Places 2, 4, & 6 and Alternate 2 terms will expire at the end of March 2022. The current Board Members for Place 6 & Alternate 2 have agreed to continue to serve. Places 2 & 4 are newly appointed Board Members.

**Financial Impact:** N/A

**Staff Recommendation:** City staff recommends the proposed re-appointments/ appointments of Board Members to the Construction Board of Adjustments and Appeals.

**Motion:** I make the motion to approve the appointment of Jack Herring to Place 2, Chance Taylor to Place 4, and the re-appointment of Tim Martin to Place 6, and Terry Williams as Alternate 2 to the Construction Board of Adjustment and Appeals.

**Attachments:** None

**Staff Contacts:** Wendy Cole, City Secretary [wcole@gatesvilletx.com](mailto:wcole@gatesvilletx.com)



**Consent Agenda Item: #5 (Resolution 2024-23)**

**CITY COUNCIL MEMORANDUM**

**Date:** March 12, 2024

**To:** Mayor & City Council

**From:** City Secretary, Wendy Cole

**Agenda Item:** Discussion and possible action regarding a two-year Fireworks Production Contract with Western Enterprises, Inc.

**Information:**

The City of Gatesville has been hosting a Fireworks Show every 4th of July since 2005 which has become a very popular event and highly anticipated every year. The price of fireworks has been increasing the last few years and Western Enterprises, Inc. has still been able to provide Gatesville with an outstanding show but it is getting harder every year to provide the same amount of fireworks due to the increasing prices.

The City has partnered with Western Enterprises, Inc. since 2005 and they have always provided Gatesville with an excellent show and have been so easy to work with. James Burnett and staff with Western Enterprises have always worked seamlessly with city staff on the State’s requirements regarding insurance and permitting through the Fire Department, and State Fire Marshal’s office for approval.

HEB has been donating to the Fireworks Show for years and have generously increased their donation to \$7,000 which has been added to the \$25,000 that the City Council already approved. HEB’s generous donations over the years have made such a positive impact on our community and very much appreciated.

**Financial Impact:**

The proposed contract amount is \$32,000 which includes the \$25,000 that was already budgeted and approved by the City Council and \$7,000 from a donation from HEB.

**Staff Recommendation:** Staff recommends approval of the two-year contract with Western Enterprises, Inc.

**Motion:** I make the motion to approve the two-year contract with Western Enterprises, Inc. in the amount of \$32,000 per event for the City of Gatesville’s 4th of July Fireworks Productions to be held on July 4, 2024 and July 4, 2025 and authorize the City Manager to execute the contract.

**Attachments:**

Pyrotechnic Production Contract Proposal from Western Enterprises, Inc. for the July 4, 2024 Fireworks

**Staff Contacts:** City Secretary, Wendy Cole [wcole@gatesvilletx.com](mailto:wcole@gatesvilletx.com)



March 6, 2024

Ms. Wendy Cole  
**CITY OF GATESVILLE**  
110 N. 8<sup>th</sup> Street  
Gatesville, TX 76528

Hi Wendy,

We want to thank you again for your kindness in contacting us regarding your plans for this year's *4<sup>th</sup> of July Fireworks Spectacular* in Gatesville. It has always been an honor to stage the fireworks for Gatesville and we are grateful to being a part of your annual 4<sup>th</sup> of July celebration.

As you have requested, I am attaching a Two-Year Fireworks Production Contract for your review and consideration. Our program contract includes our \$5,000,000 fireworks liability insurance coverage, state fireworks permit fees, and a crew of pyrotechnic operators that will be in charge of the "load-in, firing and load-out" of the fireworks. And we thank your entire staff for providing security personnel to ensure that no spectators or automobiles are allowed within the designated fireworks safety perimeter.

I understood you saying that Robert had retired from his position with the City of Gatesville, and I called him to see how he is doing. He told me that he is doing inspections and still sees all his friends there. He is a great guy and I know he is still looking forward to doing the fireworks there.

Wendy, I pray that you and your family are staying strong and healthy! You know, I need to get back down to say hello, after all it has been a few years since I've been to Gatesville.

In the meantime, please take care and if you need anything whatsoever, please let us know!

It is a privilege for us to be a part of your event and we thank you for allowing us the opportunity to stage this year's evening of "Pyrotechnic Magic" for your audience.

Respectfully,

Jim Burnett  
**WESTERN ENTERPRISES, INC.**

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*Creating the Spectrum of Pyrotechnic Production Excellence*  
*Post Office Box 60 – Carrier, Oklahoma 73727 (580-855-2203)*



**Pyrotechnic Production Proposal**  
**City of Gatesville, Texas**  
**July 4, 2024**

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**Creating the Spectrum of Pyrotechnic Production Excellence**

## TWO-YEAR FIREWORKS PRODUCTION CONTRACT

1. This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and the **CITY OF GATESVILLE, TX**, designated herein as the "**PURCHASER**" for a fireworks production to be held on **JULY 4, 2024** and **JULY 4, 2025**.
2. **SELLER** will secure, prepare and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.
3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which, might not have ignited. Any such material found by any person other than the Operator shall be turned over to the Operator, or the proper authority having jurisdiction, for safekeeping or disposal of said material.
4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection, Security (Monitors) around the firing line perimeter, and, and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display, and security during time of set-up and show firing.
5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all Additional Insured's to be named on the certificate. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract. **SELLER** will maintain Workers Compensation Coverage for **SELLER'S** designated Operators and Assistants at statutory limits prescribed for the state in which the display occurs.
6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **THIRTY-TWO THOUSAND DOLLARS (\$32,000.00)** for the **July 4, 2024** and **July 4, 2025** displays; and will be paid as follows: a forty percent (40%) deposit amount of the purchase price (**\$12,800.00**) will be paid by **PURCHASER** by **May 1<sup>st</sup>** of each year. The balance of the purchase price will be paid within fifteen (15) days after the date of the display. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.
7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display, it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, the **PURCHASER** agrees that **SELLER** will retain the forty percent (40%) payment described in paragraph #6 as full payment for cancellation of the display. It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.

**Two-Year Fireworks Production Contract**

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WESTERN ENTERPRISES, INC.**  
**SELLER**

**CITY OF GATESVILLE, TEXAS**  
**PURCHASER**

BY: \_\_\_\_\_  
authorized agent

BY: \_\_\_\_\_  
authorized agent







**Agenda Item: #6**

**CITY COUNCIL MEMORANDUM**

**Date: March 12, 2024**

**To: Mayor & City Council**

**From: Police Chief Brad Hunt & Cruzin Cruzers Representative, Lavinia Shelton**

**Agenda Item: Discussion and possible action regarding a request from the Cruzin Cruzers to hold their annual car show around the Coryell County Courthouse and regarding temporary closure of streets. (Lavinia Shelton)**

**Information:**

The Cruzin Cruzers started holding their annual car show around the Coryell County Courthouse in 2019 because of the flood damage that occurred in 2018 at the previous location in Faunt LeRoy Park. Holding the car show around the Courthouse since 2019 has been an absolute success as there have been many more attendees and participation.

The Cruzin Cruzers are requesting to hold the car show around the Courthouse square again this year for the 38th annual car show. The car show is September 21, 2024 but the Cruzin Cruzers are requesting to start the set up on Friday, September 20th after 6:00 p.m.

Spurfest is usually scheduled the same day as the car show and coincides with Spurfest festivities.

There will be a representative from the Cruzin Cruiser's Car Club at the council meeting to discuss the layout they propose and what streets they have requested to temporarily close.

Police Chief Brad Hunt has reviewed and approved the Cruzin Cruzers Outdoor Event application as planned and ensured that all necessary permissions and safety considerations are addressed.

**Financial Impact:** None

**Staff Recommendation:** To approve the request from the Cruzin Cruzers to hold their annual car car show around the Coryell County Courthouse and regarding temporary closure of streets.

**Motion:** I make the motion to approve the request from the Cruzin Cruzers Car Club to hold the annual car show around the Coryell County Courthouse on September 21, 2024 with event set up to begin September 20, 2024 after 6:00 p.m. and approve the proposed temporary closure of streets.

**Attachments:** Outdoor Event Approval Form  
Layout of the proposed area including the proposed street closures

**Staff Contacts:** Police Chief, Brad Hunt [bhunt@gatesvilletx.com](mailto:bhunt@gatesvilletx.com)

# City of Gatesville Outdoor Event / Parade Approval Form

note: this form is an internal document and is intended to be the cover page for the Event/Parade Application. Please scan the application and this form to Chief Hunt as soon possible. He or his designee will contact the event POC and notify city hall when ready to move forward to council.

<b>Event Title:</b> 38 <sup>th</sup> Cruizin Cruizers Car show	<b>Event Date:</b> 9/20 + 9/21/24
<b>Sponsor:</b> Cruizin Cruizers	<b>Approvals Due by:</b> 3/15/24

Department	Approved/Denied*	Equipment Needed
Police	Chief Hunt	none
Fire	n/a	—
Streets	emailed 2/16	
Parks	n/a	—
Event Coordinator	n/a	—

CCSO	*Attach explanation memo if event is denied emailed 2/16 ✓
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## City of Gatesville Outdoor Event / Parade Application

**Applicant / Organization Name:**

Cruzin Cruzers Car Club

**Address:**

505 River Oaks Dr Gatesville

**Phone Number(s):**

254-493 1371

**Event Coordinator:**

Michael Shelton

Lavinia Shelton

**Phone Number(s):**

254-223 1035

254-493 1371

**Email:**

Cruzincruzers@yahoo.com

**Event Name:**

38th Cruzin Cruzers Car Show

**Event Description, in detail:**

Annual Car Show

**Proposed Location(s):**

Around the Courthouse

**Requested Road closures:**

From 7th & main to 7th & Bridge St  
 6th & main to 6th & Leon St  
 8th & Leon St to 6th & Leon St

**Anticipated Daily Attendance:**

**Event Dates and Times (including set-up and clean-up):**

Event Days	Date	Time Begin / Time End
Set-up		
Day 1 Friday after 6pm	Sept 20th	6pm
Day 2 Sat	Sept 21	5AM - 5PM
Day 3		

**Is this a new event or has it occurred in the past?**

We started around the Courthouse in 2019

If yes, please list the date(s) it was held previously.

**City of Gatesville Outdoor Event / Parade Application, page 2**

**Admission Fee:** Free to public

**Are you planning to sell, or allow the sale of, alcoholic beverages? (list if yes)**  
No

**Are you planning to use music or other public address speakers? (list if yes)**  
yes DJ

**List all amusement rides you plan to have at the event:**

None

**Name of Company Providing Equipment:**

**Please list all City of Gatesville assistance you will need (additional fees may apply):**

We get road barriers and cones and Trash cans from City  
The Club members will put barriers and cones on 9-21-2024  
around 5AM and will remove all barriers, cones, trash cans and  
will walk the grounds and pickup all trash

Shavonne Shelton  
**Signature of Person Filing Form**

1-1-2024  
**Date**

Chief Hunt  
**Received By**

2/12/24  
**Date**

MAIN STREET

BACK OFF  
HERE

BACK OFF

LEAIRD'S  
FURNITURE

GATESVILLE  
MESSAGE R

SHERIFF'S  
DEPARTMENT

COURT  
HOUSE

LEON STREET

BAIL BONDS

M.R. NAUS

CORVELL CO.  
LAND & ABSTRACT

BRIDGE STREET

VOGUE BEAUTY SHOP

PLACE LAW OFFICE

CORVELL  
MUSEUM

CAR SHOW  
VENDOR  
PARTICIPANTS  
ENTER HERE

CORVELL CO.  
VEHICLE  
REGISTRATION

S 8th STREET



**Agenda Item: #7**

**CITY COUNCIL MEMORANDUM**

**Date: March 12, 2024**

**To: Mayor & City Council**

**From: Police Chief Brad Hunt & Disabled American Veterans Representative, Robert Kazmierczak**

**Agenda Item: Discussion and possible action regarding a request on behalf of the Disabled American Veterans of Gatesville to hold a car show around the Coryell County Courthouse and regarding temporary closure of streets.**

**Information:**

The local Disabled American Veterans (DAV) Chapter of Gatesville held its first-ever car show last year and was held at the Gatesville Chamber of Commerce. They will have more entries this year and need a bigger space to display the vehicles.

The DAV are requesting to hold their second car show around the Courthouse square this year on May 25, 2024.

There will be a representative from the DAV at the council meeting to discuss the layout they propose and what streets they have requested to temporarily close.

Police Chief Brad Hunt has reviewed and approved the DAV Outdoor Event application as planned and ensured that all necessary permissions and safety considerations are addressed.

**Financial Impact:** None

**Staff Recommendation:** To approve the request from the DAV to hold their annual car car show around the Coryell County Courthouse and regarding temporary closure of streets.

**Motion:** I make the motion to approve the request from the Disabled American Veterans Chapter of Gatesville to hold a car show around the Coryell County Courthouse on May 25, 2024 from 8:30 a.m. to 2:00 p.m. and approve the proposed temporary closure of streets.



**Attachments:** Outdoor Event Approval Form which includes the layout of the proposed area including the proposed street closures

**Staff Contacts:** Police Chief, Brad Hunt [bhunt@gatesvilletx.com](mailto:bhunt@gatesvilletx.com)

# City of Gatesville Outdoor Event / Parade Approval Form

note: this form is an internal document and is intended to be the cover page for the Event/Parade Application. Please scan the application and this form to Chief Hunt as soon possible. He or his designee will contact the event POC and notify city hall when ready to move forward to council.

<b>Event Title:</b> D.A.V. Car Show	<b>Event Date:</b> 5/25/24
<b>Sponsor:</b> D.A.V. of Gatesville	<b>Approvals Due by:</b> 2/29/24

Department	Approved/Denied*	Equipment Needed
Police	Chief Hunt	none
Fire	n/a	—
Streets	emailed 2/16	
Parks	n/a	—
Event Coordinator	n/a	—

\*Attach explanation memo if event is denied

CCSO

emailed 2/16  
✓

# City of Gatesville Outdoor Event / Parade Application

**Applicant / Organization Name:** Robert Kazmierczak  
**Address:** 103 Oak Crest Drive Gatesville TX  
**Phone Number(s):** 903-714-4150

**Event Coordinator:** Robert Kazmierczak DAV of Gatesville  
**Phone Number(s):** 903-714-4150  
**Email:** Kazman5660@Yahoo.com

**Event Name:** DAV Car show

**Event Description, in detail:** Car show for Benifet Veterans  
 May 25th 9-2 PM

**Proposed Location(s):** Around Court House

**Requested Road closures:**  
 6th, 7th, E Leon All Around Court house  
 6th street Between Main + Leon, 7th street Between Main + Leon. Leon will be open

**Anticipated Daily Attendance:** 100-300

**Event Dates and Times (including set-up and clean-up):**

Event Days	Date	Time Begin / Time End
Set-up Sat May 25 8:30 1 DA	May 25th	8:30 AM - 2:00 PM
Day 1 Sat May 25	May 25	8:30 AM - 2:00 PM
Day 2		
Day 3		

**Is this a new event or has it occurred in the past?**  
 New Event

If yes, please list the date(s) it was held previously.

City of Gatesville Outdoor Event / Parade Application, page 2

Admission Fee: \$ 20.00

Are you planning to sell, or allow the sale of, alcoholic beverages? (list if yes)

NO

Are you planning to use music or other public address speakers? (list if yes)

PA AMPLIFIERS Not Very Loud

List all amusement rides you plan to have at the event:

NONE

Name of Company Providing Equipment:

Please list all City of Gatesville assistance you will need (additional fees may apply):

close off streets

*RMH* Robert Razmierczak

2-12-24

Signature of Person Filing Form

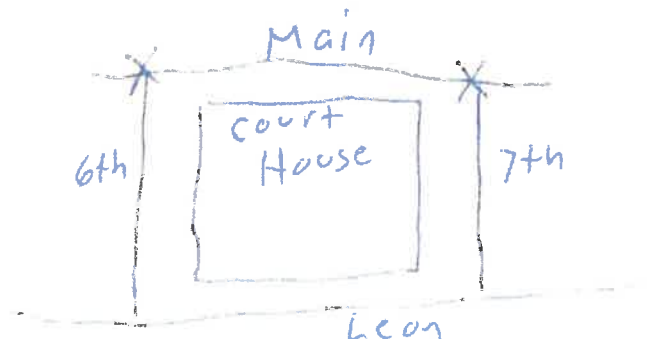
Date

*A. Chitt Hunt*

2/12/24

Received By

Date





**Agenda Item: #8**

**CITY COUNCIL MEMORANDUM**

**Date:** March 12, 2024

**To:** Mayor & City Council

**From:** Development Coordinator, Liz Reinhardt

**Agenda Item:** Discussion and possible action regarding the Cen-Tex Sustainable Community Partnership Memorandum of Understanding renewal

**Information:**

The Cen-Tex Sustainable Communities Partnership was formed in 2009 and now consists of nine members: City of Belton, Fort Cavazos, City of Copperas Cove, City of Gatesville, City of Harker Heights, City of Killeen, City of Lampasas, City of Nolanville, and City of Salado.

The mission of this partnership is to serve as a forum to combine regional sustainability efforts to improve the overall quality of life and economic vitality of the Central Texas region and its citizens.

**Financial Impact:** N/A

**Staff Recommendation:** Staff recommends Council approval of this Memorandum of Agreement and Resolution 2024-26.

**Motion:** I make the motion to approve Resolution 2024-26 and the Memorandum of Agreement between the United States Army Garrison Fort Cavazos and Central Texas surrounding cities for the Cen-Tex Sustainable Communities Partnership and authorize the Mayor to sign said documents.

**Attachments:**

Power Point Presentation  
Resolution 2024-26  
Memorandum of Agreement  
Sustainability Proclamation

**Staff Contacts:** Development Coordinator, Liz Reinhardt

# CENOTEX

**SUSTAINABLE COMMUNITIES PARTNERSHIP**



## **Mission**

**To serve as a forum to combine regional sustainability efforts to improve the overall quality of life and economic vitality of the Central Texas region and its citizens.**

**[www.centexsustains.org](http://www.centexsustains.org)**

# History

- **Memorandum of Understanding**
  - Originally Signed April 2009 for 5 years
  - Renewed January 2010; April 2014; October 2018; April 2021 for 3 years

- **The Goal**

- Measureable Benefits to the Community

- **Our Vision**

- To be the Leader of Regional Sustainability Partnerships in Texas.



# Partnership Members

- Executive Committee

- Fort Cavazos Garrison Commander
- City Manager of each member

- Staff Committee

- Fort Cavazos Civilian Staff
- City Staff from each member

- Citizens Committee

- Members of each community





# Education And Outreach Programs

- Outreach
  - Food, Wine & Brew Fest\*
  - Haunted Heights
  - Outdoor & Science Expo
  - Art in the Park
  - Movie in the Park
  - Frost Fest
- Events/Programs
  - Storm Inlet Marking
  - GIS Day\*
  - YEA! Program
  - Tree City USA
  - Waterway Cleanups
  - Earth Day
  - Support of Partners



# Energy, Water Quality and Conservation

- Accomplishments
  - Review conservation documents
  - Review stormwater permits (MS4)
  - Regional solid waste plan (SWAC)
  - Review regional/district plans
  - Review municipal/post plans
  - Watershed Protection Plans  
(Lampasas, Nolan, Leon)
  - Riparian Habitat training



**RESOLUTION NO. 2024-26**

**A RESOLUTION OF THE CITY OF GATESVILLE, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED MEMORANDUM OF AGREEMENT WITH THE UNITED STATES ARMY GARRISON FORT CAVAZOS AND THE CEN-TEX SUSTAINABLE COMMUNITIES PARTNERSHIP THROUGH JULY 15, 2034.**

**WHEREAS** the City Council (“*Council*”) of the City of Gatesville (“*City*”) desires to continue a memorandum of agreement between the City, the United States Army Garrison Fort Cavazos and the Cen-Tex Sustainable Communities Partnership: and

**WHEREAS** the amended memorandum of agreement continues the regional sustainability outreach and education efforts: and

**WHEREAS** the meeting at which this resolution was passed was open to the public and notice of the time, place, and purpose of said meeting was given as required by law, all in strict accordance with the requirements of the Texas Open Meetings Act; and

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

**SECTION 1:** The Council officially finds and declares that the facts and recitations set forth in the preamble to this Resolution are true and correct.

**SECTION 2:** The mayor is authorized to enter into the amended Memorandum of Agreement (MOA) with the United States Garrison Fort Cavazos and the Cen-Tex Sustainable Communities Partnership. (*Exhibit A*).

**SECTION 6:** This Resolution and MOA shall be effective from and after its passage, until July 15, 2034.

**PASS AND APPROVED** by the City Council of the City of Gatesville on March 12, 2024.

**CITY OF GATESVILLE, TEXAS**

\_\_\_\_\_  
Gary M. Chumley  
Mayor

ATTEST

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

# Exhibit A



DEPARTMENT OF THE ARMY  
UNITED STATES ARMY GARRISON, FORT CAVAZOS  
1001 761ST TANK BATTALION AVENUE  
FORT CAVAZOS, TEXAS 76544-5002

MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN  
UNITED STATES ARMY GARRISON (USAG) FORT CAVAZOS  
AND  
CENTRAL TEXAS SURROUNDING CITIES  
FOR  
CEN-TEX SUSTAINABLE COMMUNITIES PARTNERSHIP  
IM-W45CL7-24-005-MOA

1. Purpose. To establish a continued multi-year partnership to develop and implement the Cen-Tex Sustainable Communities Partnership (hereafter referred to as the "Partnership") among Fort Cavazos and surrounding cities (hereafter referred to as "the Parties") from Killeen, Gatesville, Harker Heights, Copperas Cove, Nolanville, Salado, Belton, and Lampasas to promote sustainability in Central Texas through voluntary programs.
2. Goal. To achieve measurable benefits by agreeing upon common environmental goals and implementing Partnership-guided projects to contribute to the vitality of the Central Texas economy and quality of life for the region's citizens.
3. Areas of Consideration. To develop and implement the Partnership, the Parties intend to actively cooperate in the following areas:
  - a. Developing a Partnership project work plan for future planning and project for collaboration.
  - b. Identifying potential funding requirements to support future Partnership projects.
  - c. On an as-needed basis, recruiting new participants to support the Partnership in both advisory and project implementation roles.
  - d. Participating in periodic conference calls, virtual meetings, and face-to-face meetings.
  - e. Developing a mechanism for evaluating and measuring Partnership progress, including emission reductions and other environmental benefits achieved.
  - f. Devoting staff time to support Partnership project activities.
  - g. Analyzing, selecting, and implementing a variety of sustainable and environmentally beneficial projects for the Central Texas Region.
4. Governance. The Parties will constitute the Core Project Management Group of the Partnership, which will act as the decision-making body of this initiative. The Parties will seek cooperation with appropriate state agencies, other federal agencies, non-

**SUBJECT: Cen-Tex Sustainable Communities Partnership**

governmental organizations, and commercial entities on Partnership projects; and, as determined by the Parties, other participants may join the Partnership in either advisory or Partnership project implementation roles for particular projects.

5. Decision Making. Although majority consensus is desirable, any party who, for some reason, cannot support an initiative is allowed to abstain or withdraw, without repercussion, from participation in that project. Approval of participation in any project or initiative is subject to the approval of the entity's governing body.

6. Limitations.

a. All commitments made by the Parties through this Memorandum of Agreement (MOA) are subject to the approval of the governing body. Nothing in this MOA, in and of itself, obligates the Parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

b. This MOA does not exempt the other Parties from their respective policies requiring competition for financial assistance and contracts. Any endeavor involving the Parties' funding will be handled in accordance with applicable laws, regulations, policies and procedures, and will be subject to separate written agreements.

c. This MOA does not create any right or benefit, substantive or procedural, enforceable by law or equity against the Parties, their officers or employees, or any other person.

d. This MOA does not apply to any person or organization outside of the Parties.

e. The Parties agree that the "Cen-Tex Sustainable Communities Partnership" name may be used in conjunction with the names of other cities in the future. No one Party to this MOA claims exclusive rights to the "Cen-Tex Sustainable Communities Partnership" name, and other neighboring communities to Fort Cavazos are welcome to join the Partnership at any time during this partnership period by signing the MOA.

7. Contacts for the Parties. The following individuals are the designated contacts of the Parties for this MOA and are the members of the Executive Committee on behalf of their organizations:

- **USAG Fort Cavazos:** COL Lakicia R. Stokes, Garrison Commander, (254) 288-3451.
- **City of Killeen:** Kent Cagle, City Manager, (254) 501-7700.

**SUBJECT: Cen-Tex Sustainable Communities Partnership**

- **City of Copperas Cove:** Ryan Haverlah, City Manager, (254) 547-4221.
- **City of Gatesville:** Scott Albert, City Manager, (254) 865-8951.
- **City of Harker Heights:** David Mitchell, City Manager, (254) 953-5600.
- **City of Belton:** Sam Listi, City Manager, (254) 933-5818.
- **City of Nolanville:** Kara Escajeda, City Manager, (254) 698-6335.
- **City of Lampasas:** Finley deGraffenried, City Manager, (512) 556-6831.
- **Village of Salado:** Manuel De La Rosa, Village Administrator, (254) 947-5060.

If this contact information changes, the Parties agree to notify all other parties to this MOA in writing; such written notification shall become an addendum to this MOA.

8. **Review of Agreement.** This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

9. **Modification of Agreement.** This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative.

10. **Termination of Agreement.** Any of the Parties may terminate their participation in this MOA at any time.

11. **Effective Date.** This MOA takes effect beginning on the day after the last Party signs. This Agreement expires on 15 July 2034.

AGREED:

\_\_\_\_\_  
Lakicia R. Stokes  
Colonel, US Army  
Garrison Commander

\_\_\_\_\_  
Debbie Ann Nash-King  
Mayor of Killeen

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

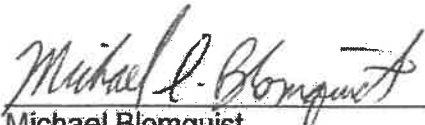
SUBJECT: Gen-Tex Sustainable Communities Partnership

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Dan D. Yancey  
Mayor of Copperas Cove

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(Date)



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Michael Blomquist  
Mayor of Harker Heights

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(Date)

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Gary Chumley  
Mayor of Gatesville

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(Date)

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David K. Leigh  
Mayor of Belton

---

(Date)

---

Andy Williams  
Mayor of Nolanville

---

(Date)

---

Herb Pearce  
Mayor of Lampasas

---

(Date)

---

Michael Coggin  
Mayor of Village of Salado

---

(Date)

CENTRAL TEXAS

SUSTAINABLE COMMUNITIES PARTNERSHIP

# SUSTAINABILITY PROCLAMATION

**WHEREAS**, the month of April marks a number of events celebrating environmental sustainability including Earth Day, Monarch Fest, Art in the Park, Month of the Military Child & Earth Fest, One Community One Day, Volunteer Park Cleanup Day, Porch & Planet Fest, and the Don't Mess with Texas Trash-Off;

**WHEREAS**, the Cen-Tex Sustainable Communities Partnership works to promote beautification, conservation, pollution prevention, and recycling through youth and community initiatives and virtual outreach that educates and engages individuals to be good stewards of the environment;

**WHEREAS**, the 2024 theme of sustainable development emphasizes an equitable, beneficial, and far-sighted approach to decision-making at all levels and encourages strong economic performance, as well as equal access to resources for this and future generations;

**WHEREAS**, the citizens, businesses, institutions, and communities within the Partnership region are committed to environmental preservation and sustainability in its own practices and encourages the others to do the same; and

**NOW, THEREFORE WE**, the Cen-Tex Sustainable Communities Partnership, do hereby proclaim April 2024, as

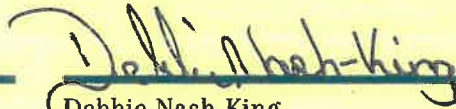
## SUSTAINABLE ENVIRONMENT MONTH

in the Central Texas region.

DATED this 1st day of March 2024



Lakicia R. Stokes  
Colonel, US Army  
Garrison Commander



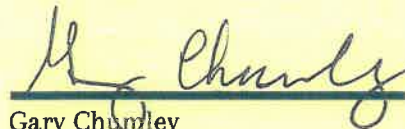
Debbie Nash-King  
Mayor of Killeen



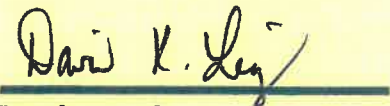
Dan D. Yancey  
Mayor of Copperas Cove



Michael Blomquist  
Mayor of Harker Heights



Gary Chumley  
Mayor of Gatesville



David K. Leigh  
Mayor of Belton



For Andy Williams  
Mayor of Nolanville



Herb Pearce  
Mayor of Lampasas



For Michael Coggin  
Mayor of Village of Salado





## Agenda Item # 9

### CITY COUNCIL MEMORANDUM

**Date:** March 12, 2024

**To:** Mayor & City Council

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

**Agenda Item:** Discussion and possible action regarding a compromise settlement agreement and release with Glimmer N Gloss Car Wash.

**Information:**

The agreement before the City Council this evening pertains to a settlement between the city and the owner of Gimmer N Gloss Car Wash, concerning the removal of their driveway approach along Lovers Lane and proposed improvements for its replacement.

Attached to the settlement agreement is an exhibit depicting the proposed improvements, prepared by Walker Partners Engineering. These improvements aim to restore the site to its original swale and will be sufficiently wide to prevent cars with low ground clearance from making contact.

Glimmer N Gloss Car Wash, located at 2530 East Main Street, has a driveway approach along Main Street (SH 84) and another along Lovers Lane. During recent improvements to Lovers Lane, the city's contractor removed the driveway approach along Lovers Lane without the property owner's knowledge or permission. It was assumed that the approach was within the city's right-of-way, which was incorrect; the approach is situated on private property.

The driveway approach that was removed was purportedly installed by the city. However, the configuration of the approach resulted in water damming and subsequent flooding of the street and the property south of the carwash. Consequently, the decision was made to remove the driveway approach.

The attached agreement acknowledges the property owner's acceptance of the city's removal of the driveway approach and the proposed improvements for its replacement.

**Staff Recommendation:**

The staff recommends that the city council approve settlement agreement.

**Motion:**

I move to approve the compromise settlement agreement and release with Glimmer N Gloss Car Wash.

**Attachments:**

Compromise Settlement Agreement and Release.

**Staff Contacts:**

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

**COMPROMISE SETTLEMENT AGREEMENT AND RELEASE**

This Compromise Settlement Agreement and Release (“Agreement”) is made and entered into by and between Glimmer N Gloss Car Wash LLC (“Car Wash”) and the City of Gatesville, Texas (“City”), either of which may be referred to as a “Party” or together as the “Parties.”

**RECITALS**

**WHEREAS**, Car Wash is the owner of certain real property located at 2530 and 2530 ½ East Main Street in the City of Gatesville, Coryell County, Texas (the “Property”); and

**WHEREAS**, on or about \_\_\_\_\_, 2024, \_\_\_\_\_ (“Contractor”), an independent contractor retained by the City to perform work in the area of the Property demolished and removed a driveway approach on the Lovers Lane side of the Property (the “Driveway Approach”); and

**WHEREAS**, City contends that it did not request or direct Contractor to demolish or remove the Driveway Approach and was unaware, until after the fact, of Contractor’s removal of the Driveway Approach; and

**WHEREAS**, the demolition and removal of the Driveway Approach and resulting demands made by Car Wash to City have resulted in a controversy between the Parties; and

**WHEREAS**, the Parties are desirous of settling all matters incident to the demolition and removal of the Driveway Approach in order to avoid litigation and further expense and fully and finally conclude all issues incident thereto between the Parties on the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, for and in consideration of the recitals set forth above, which are deemed and accepted by the Parties as true and correct and which are incorporated herein by this reference, as well as in consideration of the covenants, terms, conditions and releases herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties warrant, represent and agree to the following terms:

1. Car Wash hereby waives, releases and holds harmless the City, including its past, present, and future officials, officers, employees, contractors, agents, representatives and affiliates from any and all liabilities, damages, claims, suits, costs (including court costs, attorneys’ fees and costs of investigation) and actions of any kind relating the Driveway Approach or the Drainage Swale, as that term is defined herein, including, without limitation, any demand or claim by Car Wash, any of its officers, members, owners, agents, or employees or any third-party for any type of damage or other legal or equitable relief in connection with the Driveway Approach and/or the Drainage Swale (the “Released and Indemnified Claims”). The Released and Indemnified Claims shall include, but are not limited to, claims related to personal

injury or property damage (including motor vehicle damage), flooding, or damage resulting from impounding of surface or other waters, due to the Driveway Approach, the demolition and/or removal of the Driveway Approach, the construction of the Drainage Swale, and the Drainage Swale. Car Wash hereby waives, releases, holds harmless, and forever discharges City, its past, present, and future officials, officers, employees, contractors, agents, representatives, and affiliates with respect to any claims or causes of action, known or unknown, arising before, during or after execution of this Agreement, related in any way to the Driveway Approach or the Drainage Swale.

2. In consideration of the waiver and release described in Section 1, above, City agrees to design, engineer, install, and construct or to cause to be designed, engineered, installed and constructed a drainage swale at the approximate location of the removed Driveway Approach as more specifically described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference, (the "Drainage Swale") to allow cars to traverse from Lovers Lane onto the Property.

3. Car Wash agrees to grant City, including its employees, contractors, consultants, and agents, unlimited and unfettered access to the Property at all times to the extent necessary for the design, engineering, installation, and construction of the Drainage Swale. Car Wash agrees not to impede, nor to allow any impediment to, the design, engineering, installation of construction of the Drainage Swale on the Property. Car Wash further agrees that City and/or its authorized representatives may place pedestrian and/or vehicular traffic control devices and/or barriers ("Traffic Control") and/or stormwater pollution prevention plan devices ("SWPPP") on the Property during design, engineering, installation, and/or construction of the Drainage Swale and Car Wash will not remove, alter, or allow any removal or alteration of such Traffic control or SWPPP.

4. Construction of the Drainage Swale will commence not later than \_\_\_\_\_, 2024 and will be completed not later than \_\_\_\_\_, 2024, subject to the force majeure as set forth herein.

3. Upon completion of the Drainage Swale, the parties agree that the Drainage Swale shall and the portion of the Property upon which it is situated shall be the owned and maintained by Car Wash and City shall have no maintenance or repair obligations with regard to the Drainage Swale.

4. The parties represent and warrant that they have not assigned or transferred any portion of any claim, demand, action, or cause of action that may arise from or in any way relate to the Driveway Approach, the Drainage Swale or this Agreement to any person, firm, or corporation.

5. Car Wash represents and warrants that it is the full and sole owner of the Property. The parties represent and warrant that they are the full and sole owners of the claims,

demands, actions, or causes of action arising from or in any way relating to the circumstances and conditions made the basis of this Agreement.

6. This Agreement supersedes any prior, contemporaneous, or subsequent oral agreements or understandings of the parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of the parties and the Property. No variations, amendments, modifications or changes to this Agreement shall be binding upon any of the parties unless in writing and duly and fully executed by all parties. The parties agree that this Agreement contains the integrated whole of all agreements and understandings between the parties.

7. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

8. It is expressly understood and agreed that the terms of this Agreement are contractual in nature and not mere recitals and that the agreements contained herein and the consideration transferred are to compromise doubtful and disputed claims and this Agreement is being entered into to avoid litigation and any further dispute or claims and to buy peace to the extent described herein.

9. The parties state that they have carefully read the foregoing Agreement, that they know the contents thereof, that they have had the opportunity to consult with an attorney regarding the meaning and effect thereof, and that they have signed said Agreement as their own free act and deed.

10. This Agreement cannot be altered, modified, waived or amended, in whole or in part, except in writing signed by all parties.

11. Should any term or provision of this Agreement be declared invalid by any court of competent jurisdiction, the Parties intend that all other terms of this Agreement shall be valid and binding and have full force and effect as if the invalid portion had not been included herein.

12. All attorneys' fees and other costs associated with this matter will be borne by the party incurring same.

13. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Coryell County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**(Signature page to follow)**

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF GATESVILLE, TEXAS**

By: \_\_\_\_\_  
Scott Albert, City Manager

**EXECUTED** this the 7<sup>th</sup> day of March, 2024.

**GLIMMER N GLOSS CAR WASH, LLC**

By:  \_\_\_\_\_  
Micah (Mica) Passamano, Managing Member

4876-8385-5530, v. 1

**EXHIBIT "A"**  
**Lovers Lane Water & Wastewater Improvements Schematic**  
**[to be attached]**

4876-8385-5530, v. 1







## Agenda Item # 10

### CITY COUNCIL MEMORANDUM

**Date:** March 12, 2024

**To:** Mayor & City Council

**From:** Brad Hunt, Chief of Police

**Agenda Item:** Presentation of Gatesville Police Department Annual Report, Including State-Mandated Racial Profiling Report and Eclipse 2024 Updates

#### Information:

The Gatesville Police Department has completed the annual Racial Profiling Report as required under state law, and has compiled the information into an Annual Report on all agency activities. To keep council and our community informed of the Department's commitment to the well-being of all Gatesville residents, the Annual Report will be presented in open session. Additionally, we will present an update on Eclipse 2024 preparations, as the event will be only 27 days away as of March 12.

#### Financial Impact:

None

#### Staff Recommendation:

No Action required

#### Motion:

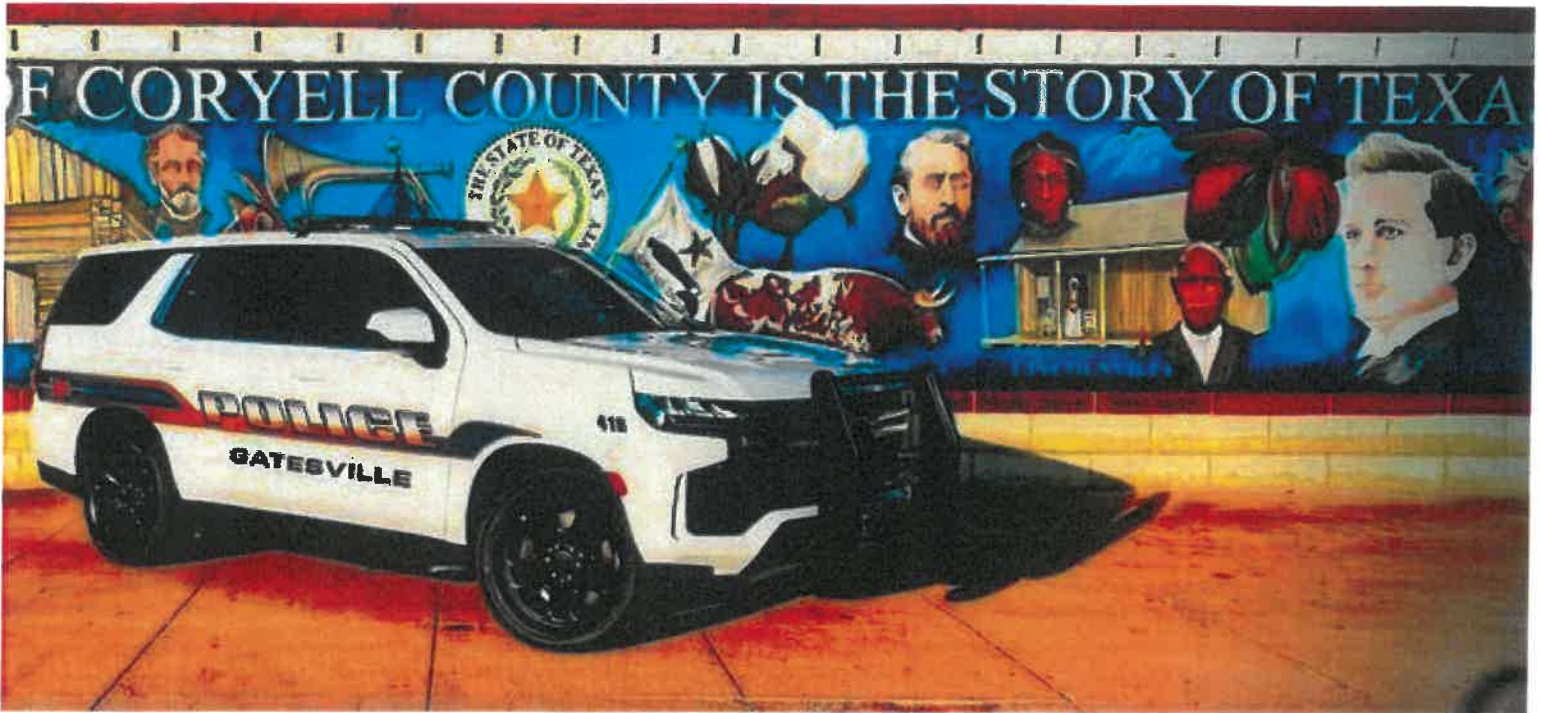
No Action required

#### Attachments:

Gatesville Police Department 2023 Annual Report

#### Staff Contacts:

Brad Hunt, Chief of Police [bhunt@gatesvilletx.com](mailto:bhunt@gatesvilletx.com)



# Gatesville Police Department

2023 Annual Report



# Table of Contents

- Message from the Chief
- Your Gatesville Police Department
- City Demographics
- Department Activity
- Calls for Service
- Crime Trends
- Traffic Trends
- Racial Profiling Report
- Animal Services
- Code Enforcement
- Community Engagement
- Accomplishments
- Looking Ahead





## Message from the Chief

Since my arrival as your new Chief in early February 2023, I can say time has really flown by. It was an honor to be selected for this position, and it remains a privilege to serve the citizens of Gatesville every day. We have built a professional team at our department, from the veteran officers who make up our foundation, to the new faces we've brought in over the past 10 months. Our goals are clear: we will become an accredited agency that leads through advanced training, effective communication, and constant servanthood to the community.

I hope you will enjoy reviewing the Gatesville Police Department Annual Report for 2023. It provides insight into our crime, traffic, and call load trends. It contains information regarding racial profiling data as directed by law. It reviews the work being done by our Officers, Detectives, Dispatchers, Animal Control Officers, and Code Enforcement Officer. Finally, it outlines our community outreach programs, accomplishments this year, and our outlook for the coming year.

Gatesville is a great place to live, work, and learn. We are working each day to do our part in keeping it that way, ensuring each citizen, business owner, and visitor enjoys all our city has to offer. I hope you will always give us a call, email, or visit when you have an idea or need our help.



- *Bradford Hunt, Chief of Police*



# Your Gatesville Police Department

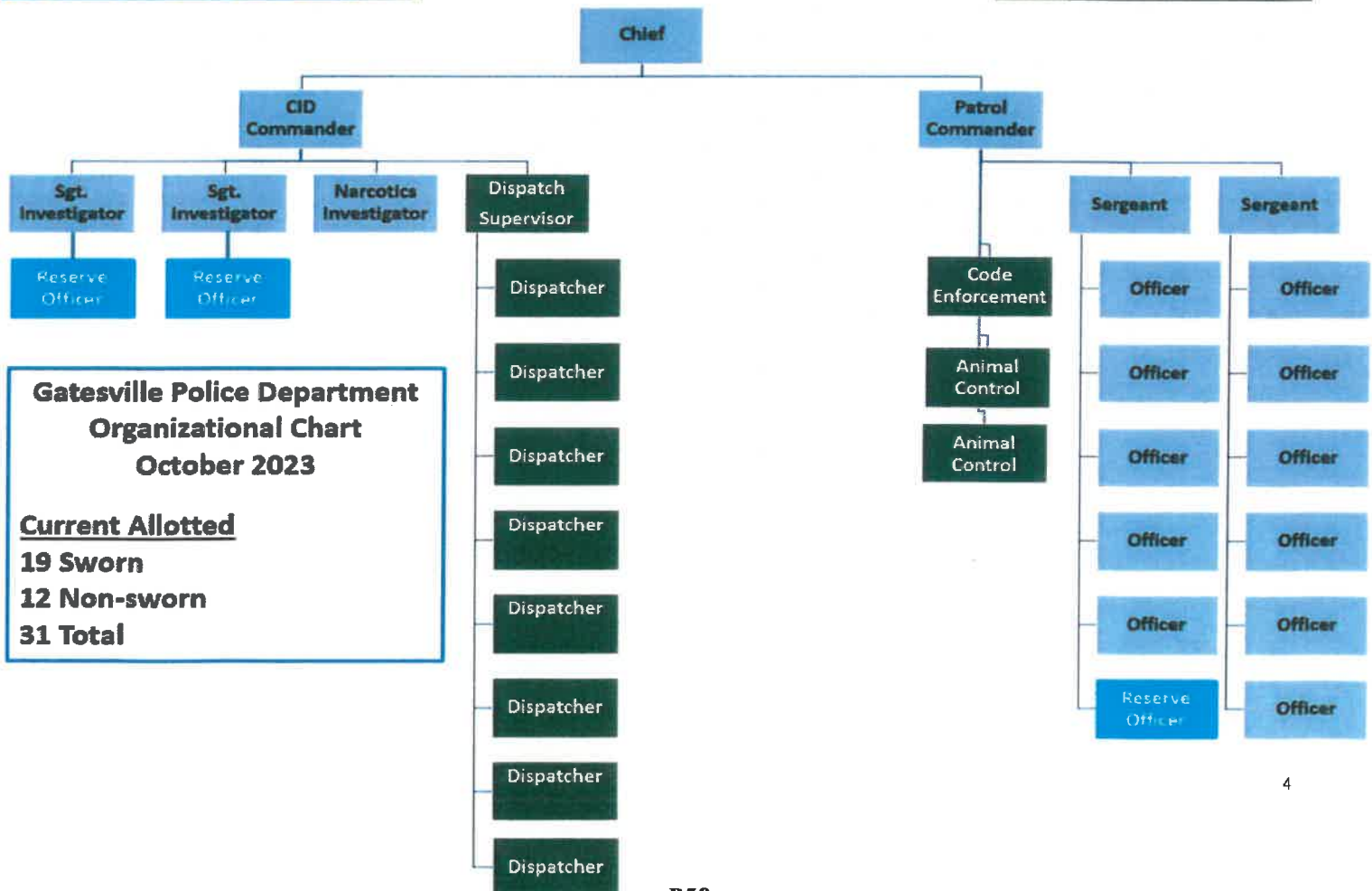
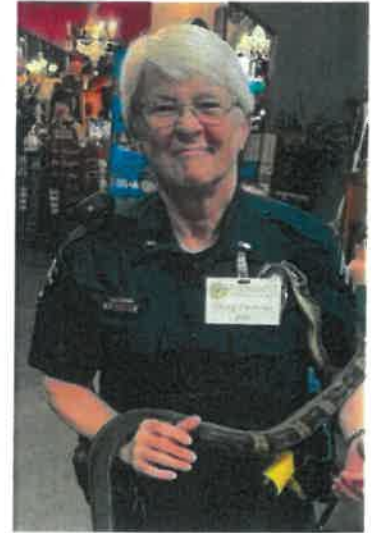
**Lt. Cody Lee,  
CID Commander**



**Bradford Hunt,  
Chief of Police**



**Lt. Georgiana Cleverley,  
Patrol Commander**









**Gatesville Police Department  
Organizational Chart  
October 2023**

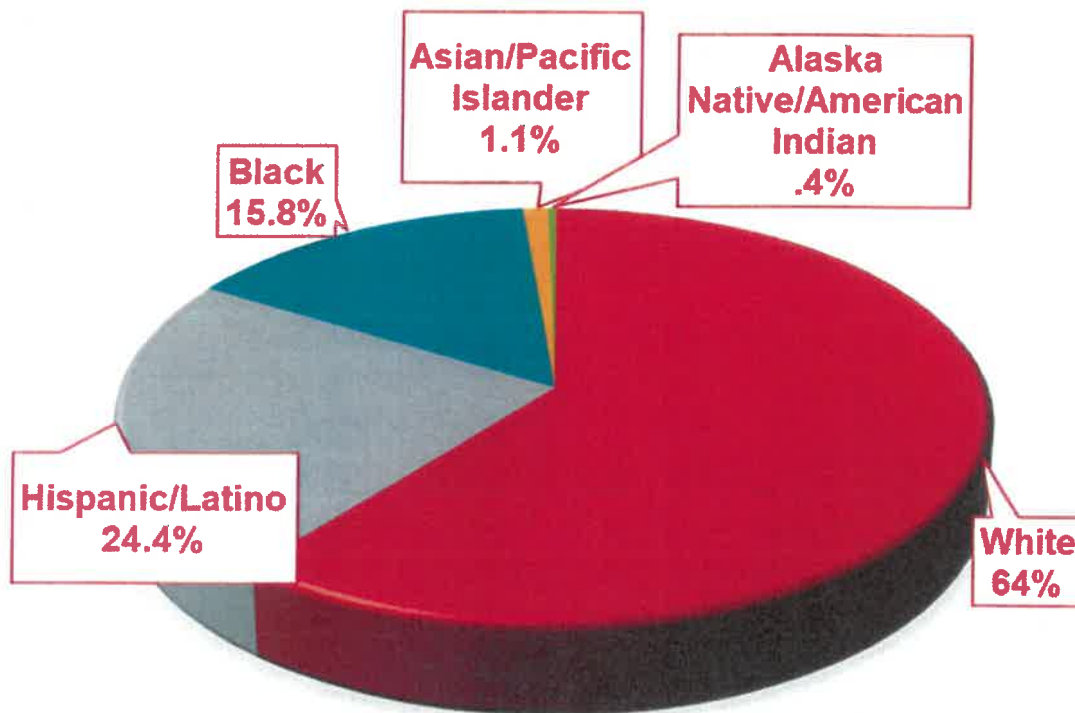
**Current Allotted**  
**19 Sworn**  
**12 Non-sworn**  
**31 Total**



# City of Gatesville Demographics

 <b>Populations and People</b> Total Population <b>16,135</b> <i>P1   2020 Decennial Census</i>	 <b>Income and Poverty</b> Median Household Income <b>\$46,536</b> <i>S1901   2022 American Community Survey 5 Year Estimates</i>
 <b>Employment</b> Employment Rate <b>20.1%</b> <i>DP03   2022 American Community Survey 5 Year Estimates</i>	 <b>Housing</b> Total Housing Units <b>3,783</b> <i>H1   2020 Decennial Census</i>
 <b>Families and Living Arrangements</b> Total Households <b>2,989</b> <i>DP02   2022 American Community Survey 5 Year Estimates</i>	 <b>Race and Ethnicity</b> Hispanic or Latino (of any race) <b>3,604</b> <i>P9   2020 Decennial Census</i>

## RACE/ETHNICITY-GATESVILLE 2020 CENSUS INFORMATION

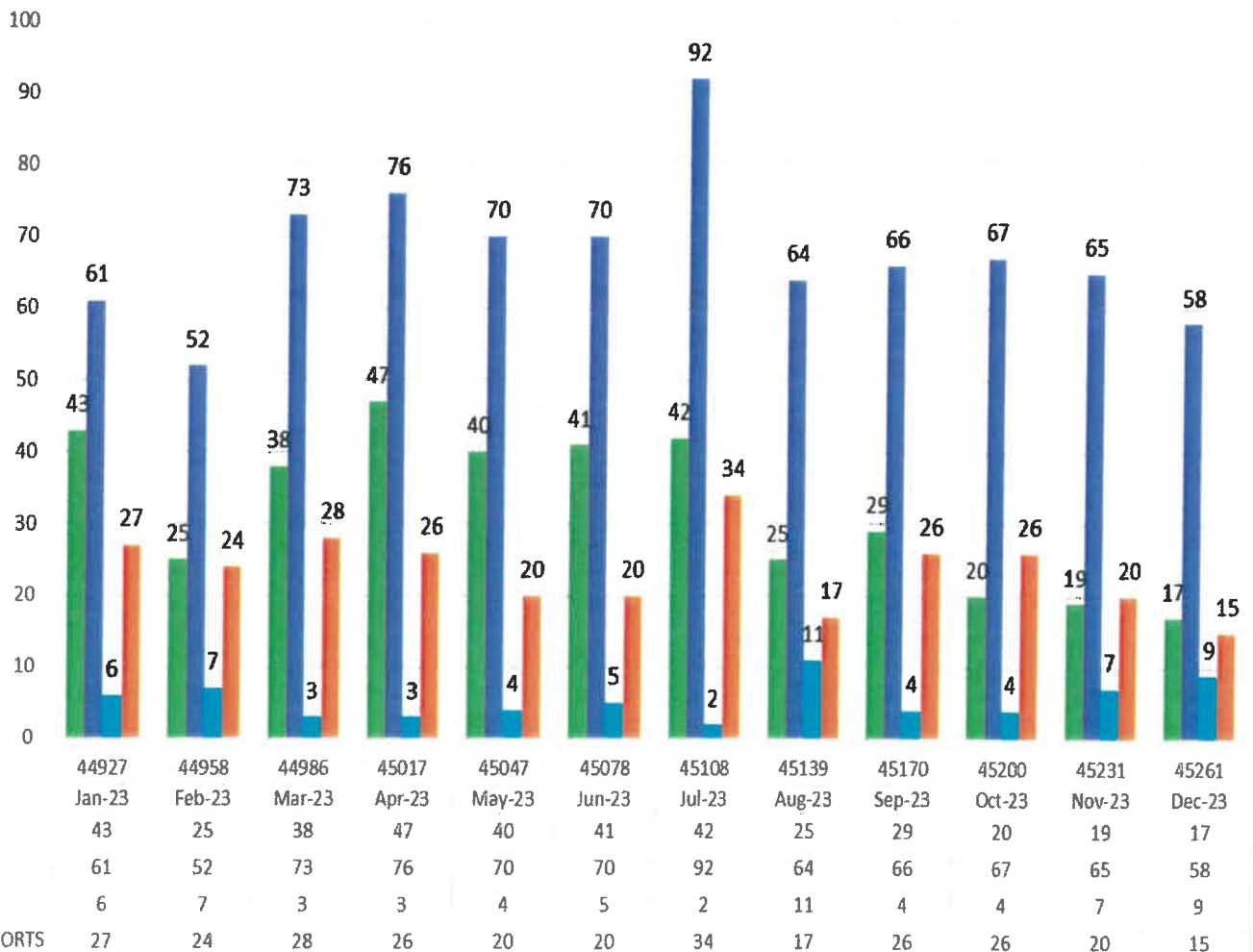




# Department Activity

The police department responded to 23,713 total calls for service in 2023, up from 20,354 in 2022. Officers generated 814 written reports, up from 609. Officers also made 386 arrests, up from 296, for a variety of crimes to include both Misdemeanor and Felony Offenses.

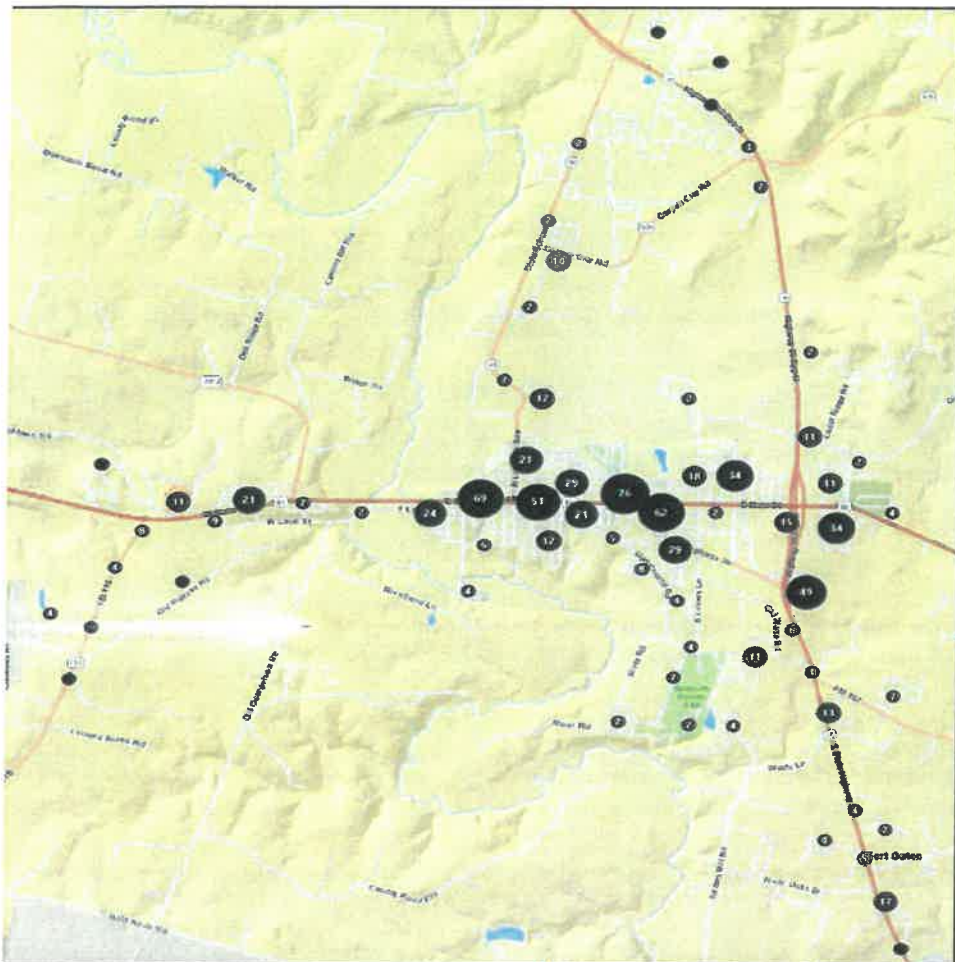
**GATESVILLE POLICE DEPARTMENT  
PAST 12 MONTHS' ACTIVITY REPORT**



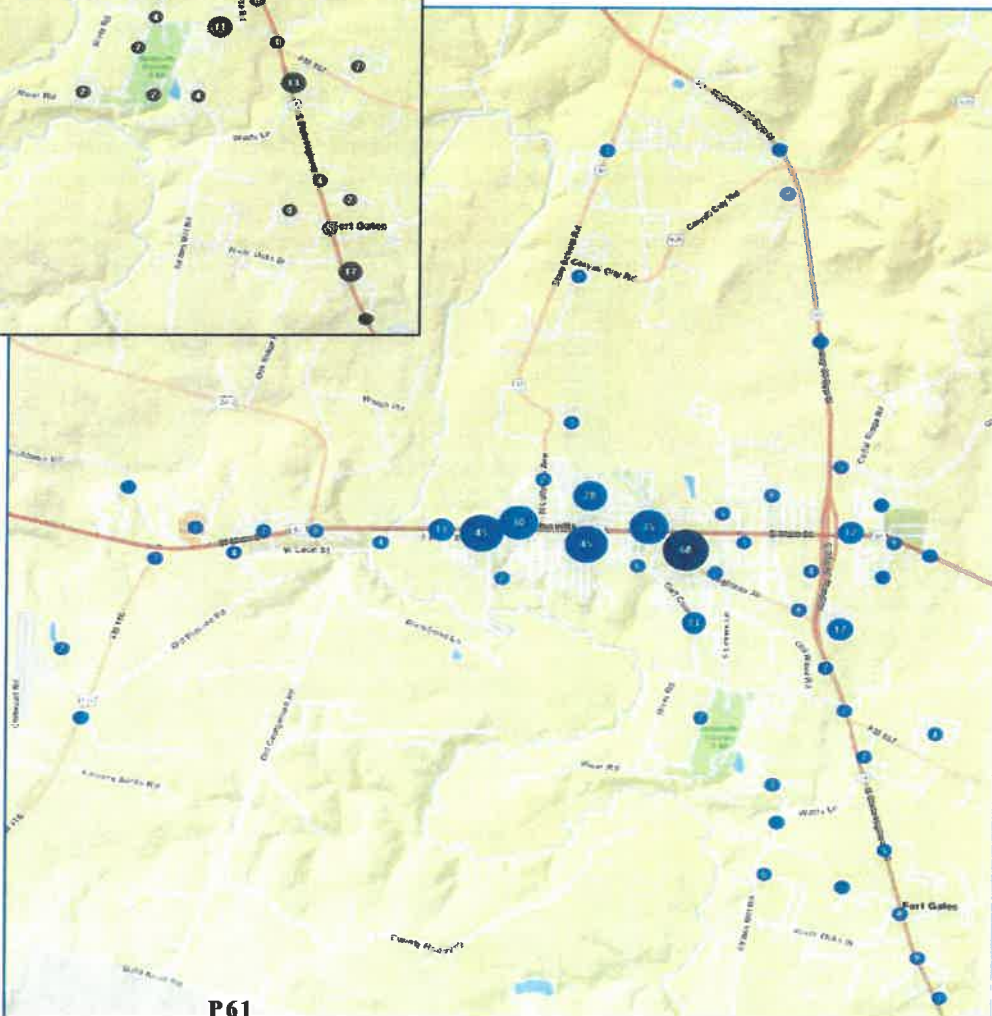


# Department Activity

## Incident Reports 2023



## Arrests 2023



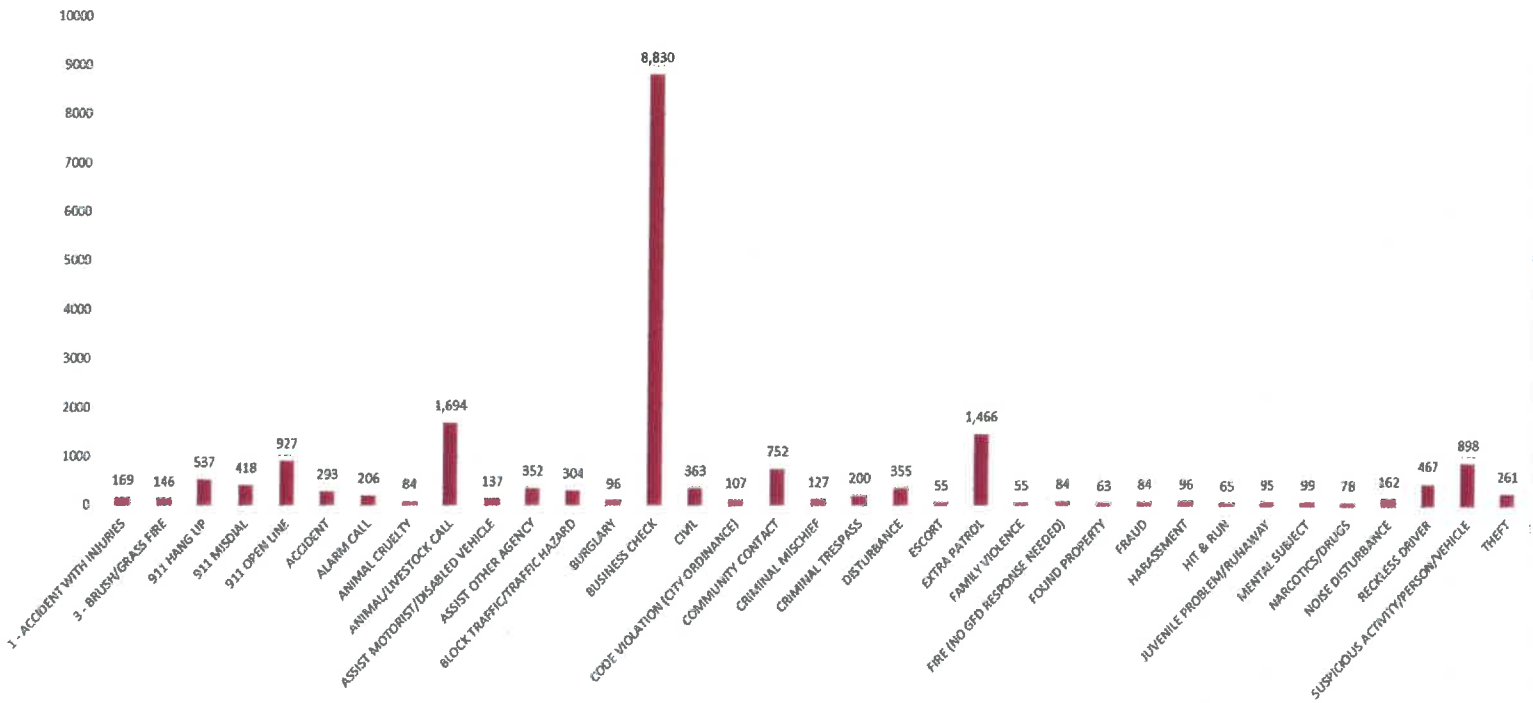




# Calls for Service

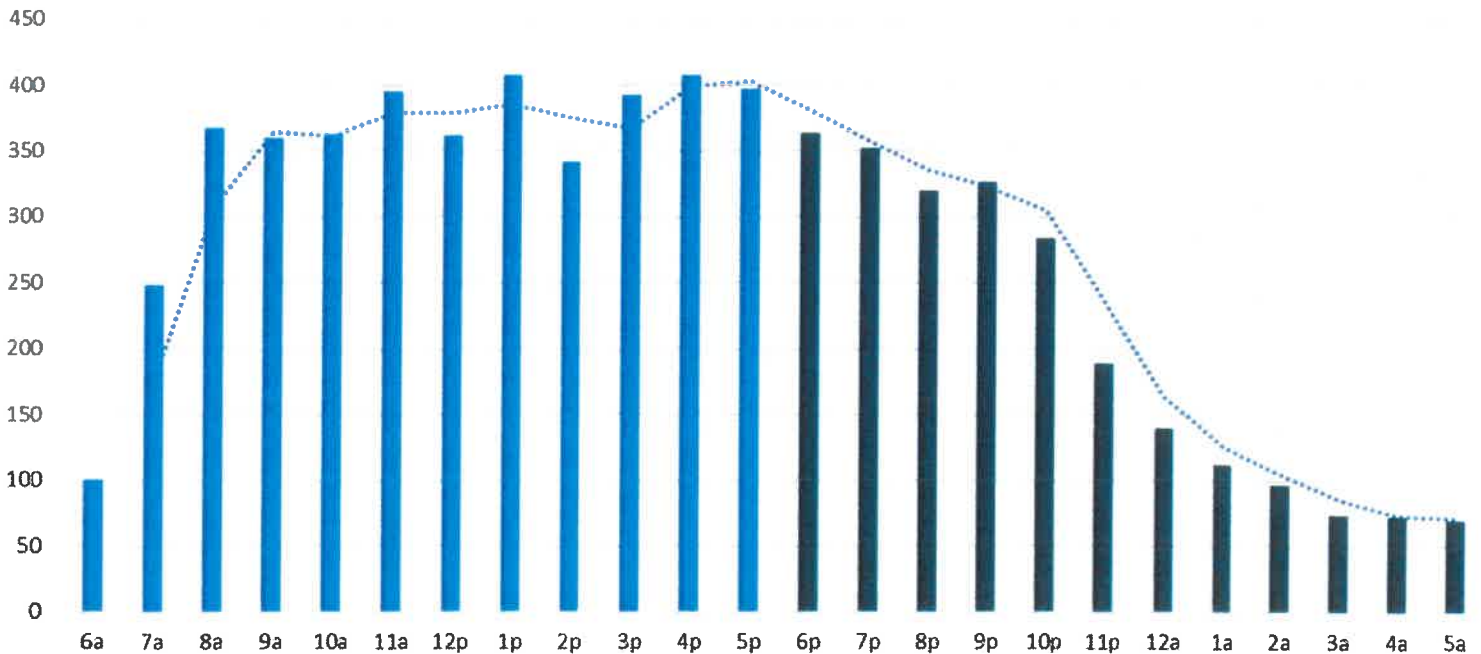
## Most Common Call Types, 2023

Most Common Calls for Service by Type, 2023



## Calls by Time of Day, 2023\*

Calls for Service



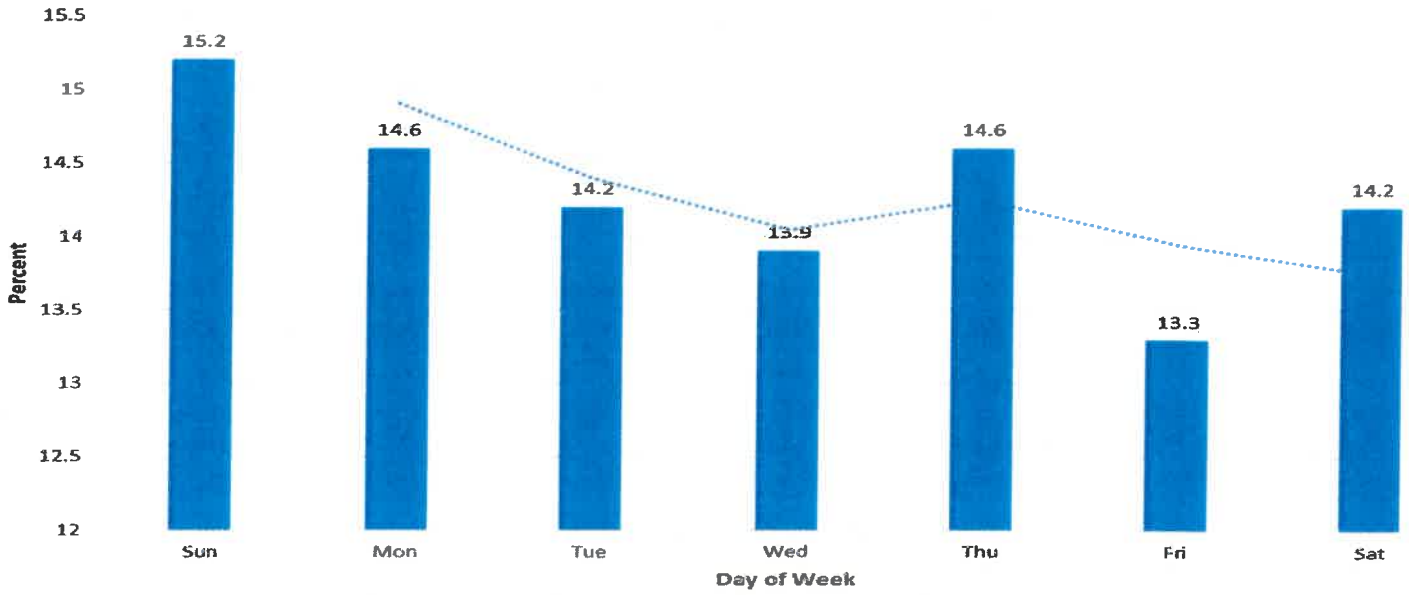
\*Excludes Officer-Initiated Calls



# Calls for Service

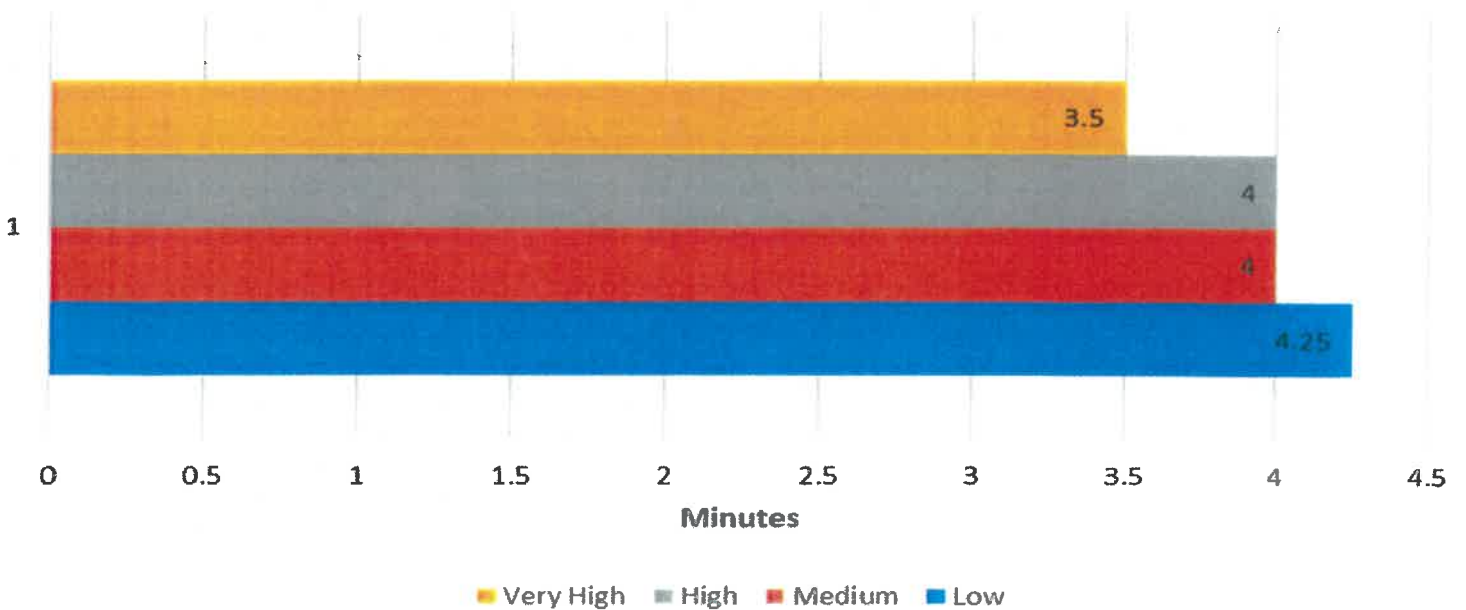
## Calls for Service & Officer Initiated Calls, % by Day of Week, 2023

2023 CFS & Ofc.-Initiated by Day of Week



## Calls Response Times by Priority Type, 2023\*

2023 Response Times by Call Priority Type



\*Excludes Officer-Initiated Calls



## **Crime Trends - Statistics**

Each month, the Gatesville Police Department submits required crime data to the State of Texas, to be entered into the National Incident Based Reporting System (NIBRS). NIBRS is a reporting system through which data is collected on each single crime occurrence. This reporting system also gives more specificity in reporting offenses and collects more detailed information regarding crime. GPD began converting its crime data to NIBRS in 2017.

### **Part 1 Crimes**

To track the existing crime trends in our city, we conduct a monthly account for the “Part 1 Crimes” that occur. Acting as a general indicator of all reported crimes, this data is intended only to summarize the overall crime trends. We then compile these monthly reports into a year-to-year comparison, as seen on the next few slides.

Part 1 property crimes are: Burglary, Motor Vehicle Theft, and Larceny (Theft). Included in Burglary are those occurring at homes and commercial properties. Including in Larceny are all thefts, whether they are from common areas, residential yards, or from within a motor vehicle.

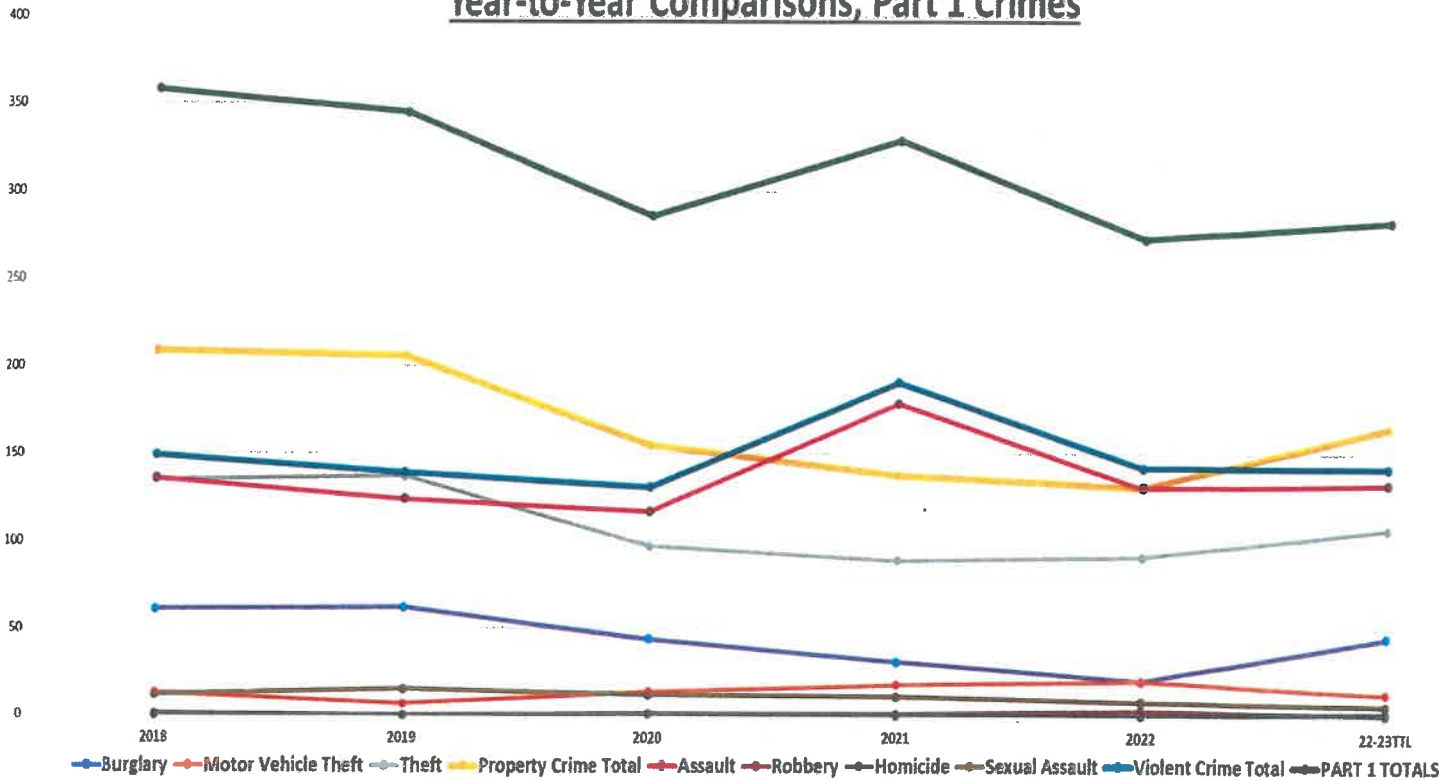
Part 1 violent crimes are: Assault, Robbery, Homicide, and Sexual Assault. Assault includes misdemeanor, family violence, and felony charges.

Not included in these metrics are such crimes as property damage, DWIs, traffic violations, trespassing offenses, and disturbances of the peace.

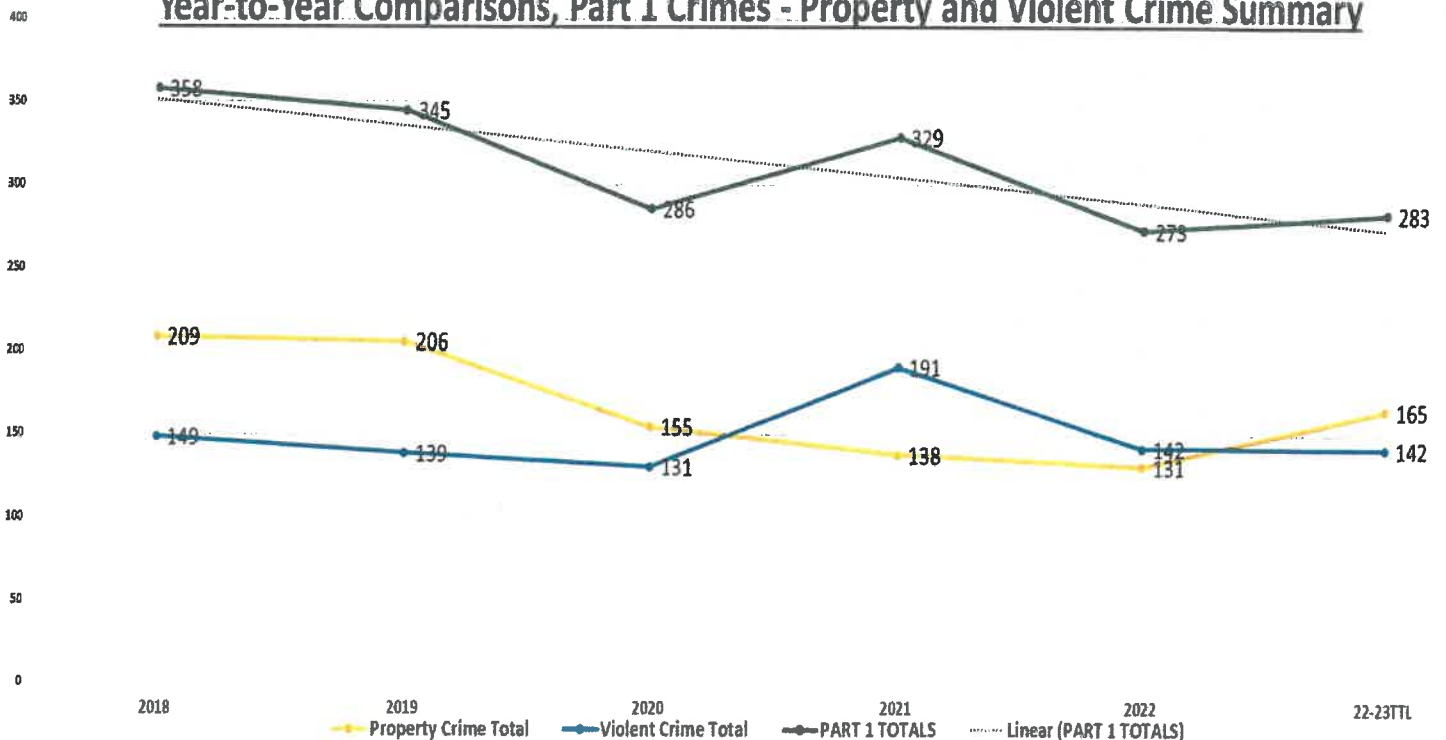


# Crime Trends - NIBRS

## Year-to-Year Comparisons, Part 1 Crimes



## Year-to-Year Comparisons, Part 1 Crimes - Property and Violent Crime Summary

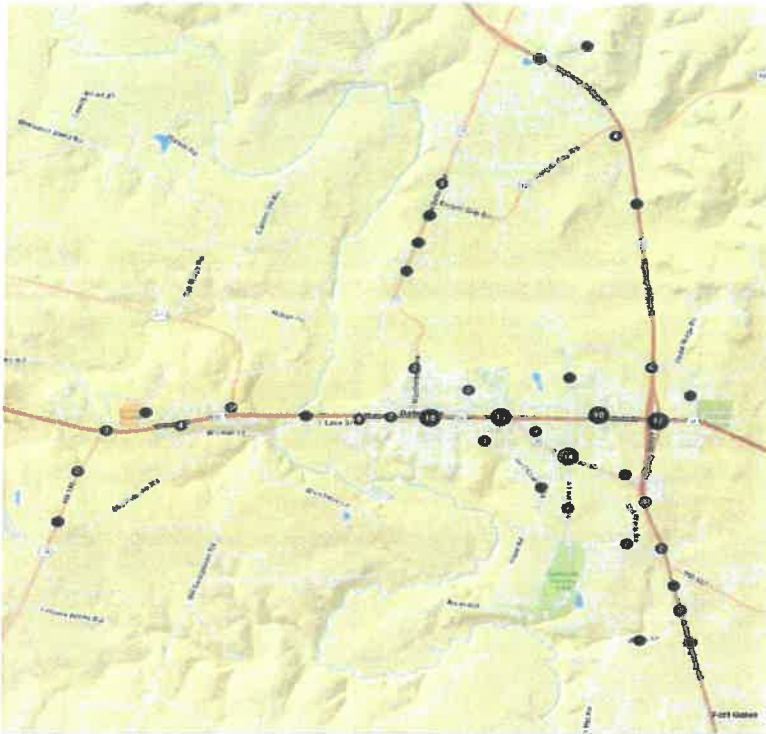




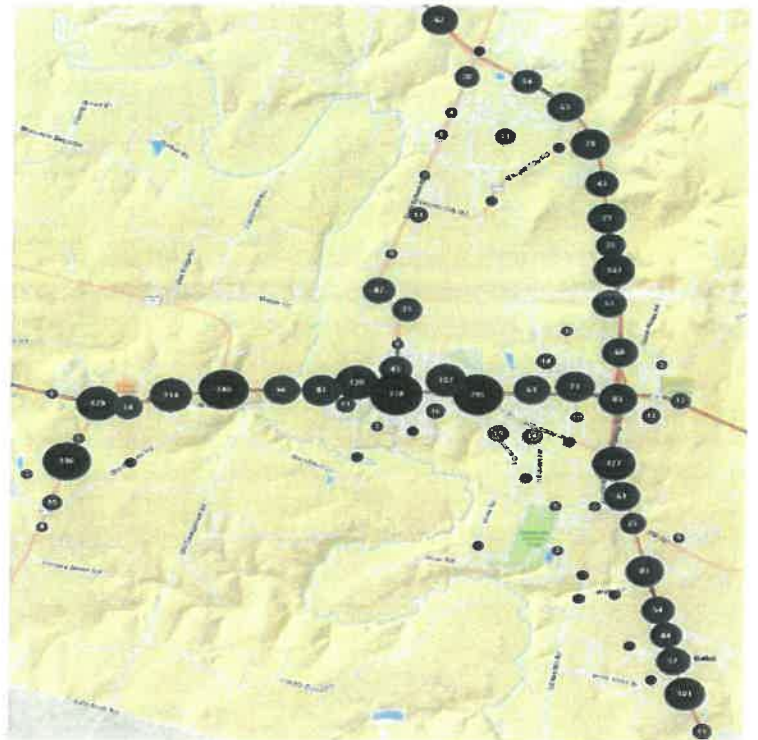
## Traffic Related Data

Officers investigated 166 vehicular accidents in 2023. Officers conducted 3,597 traffic contacts and made 15 DWI arrests during the same period.

### Crashes 2023



### Citations 2023





## **Biased Based Profiling Law**

Racial Profiling is defined by Texas law as a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. There are two corollary principles that follow from adopting this definition of racial profiling:

1. police may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, and
2. police may use race or ethnicity to determine whether a person matches a specific description of a particular suspect.

Since August of 2001, the Gatesville Police Department, in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data for the purpose of identifying and responding (if necessary) to concerns regarding racial profiling practices.

It is our hope that the findings provided in this report will serve as evidence that the Gatesville Police Department continues to strive towards the goal of maintaining strong relations with our community.

*It should be noted that in 2023 the Gatesville Police Department received no formal or informal complaints of racial profiling.*

### **POLICY STATEMENT**

Members of the Gatesville Police Department will not engage in any activities that are discriminatory or indicative of the practice of bias-based profiling. Personnel will focus on the conduct of the individual and/or specific suspect information in taking police action. Individuals will not be targeted for enforcement action, detention, field contacts, asset seizure and forfeiture efforts, or interdictions solely on the basis of race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group or any other identifiable group. Any officer found to have engaged in bias-based profiling, following a complete investigation, will face appropriate corrective action, which may include diversity training, counseling, or disciplinary measures up to and including termination. This policy shall be posted on the department website and copies of the policy shall be placed in public view in the police department lobby.



# Biased Based Profiling Policy-Continued

## COMPLAINT PROCESS

The department shall accept complaints from any person who believes he/she has been stopped, searched, or inappropriately ticketed or arrested based on racial, ethnic, or national origin profiling. No person shall be discouraged, intimidated, or coerced from filing such a complaint, or discriminated against because he or she filed such a complaint. Employees and supervisors shall report any racial profiling practice they observe. Complaint forms are in plain view in the lobby or the complainant may have a form mailed to them on request. The form offers simple instructions how to file a complaint. The supervisor receiving the complaint shall immediately open an internal investigation and notify a member of the Command Staff of the nature of the complaint. The allegation will be forwarded to the Chief of Police. The Chief of Police, or his designee, will be responsible for notifying the City Manager. Any sustained complaint that an employee violated this policy will result in appropriate corrective action, which may include diversity training, counseling, or disciplinary measures up to and including termination. In most cases, the complainant shall be notified in writing as to the status and/or the results of the investigation within 30 days of filing the complaint.

To avoid allegation(s) of illegal profiling, it is the Policy of the Gatesville Police Department to video/audio record *every* traffic stop, investigation, detention, arrest, or *any* police-related business conducted by a Gatesville police officer. If no recording device is available, the officer shall document all the information required by the state regarding data collection on the department Data Collection Form. Supervisors shall randomly review videotape to ensure compliance. Any officer found to have conducted a stop, investigation or *any* police business without recording or documenting the contact, he/she may be subject to department disciplinary action up to and including termination.

Officers and/or supervisors will collect mandated data on all police contacts and report such data monthly to the Investigator designated to collect such data. The Investigator will issue monthly reports to the Chief of Police who will submit an annual report to the Commission on Law Enforcement, and to the governing body of the City of Gatesville on or before March 1<sup>st</sup> of each year.

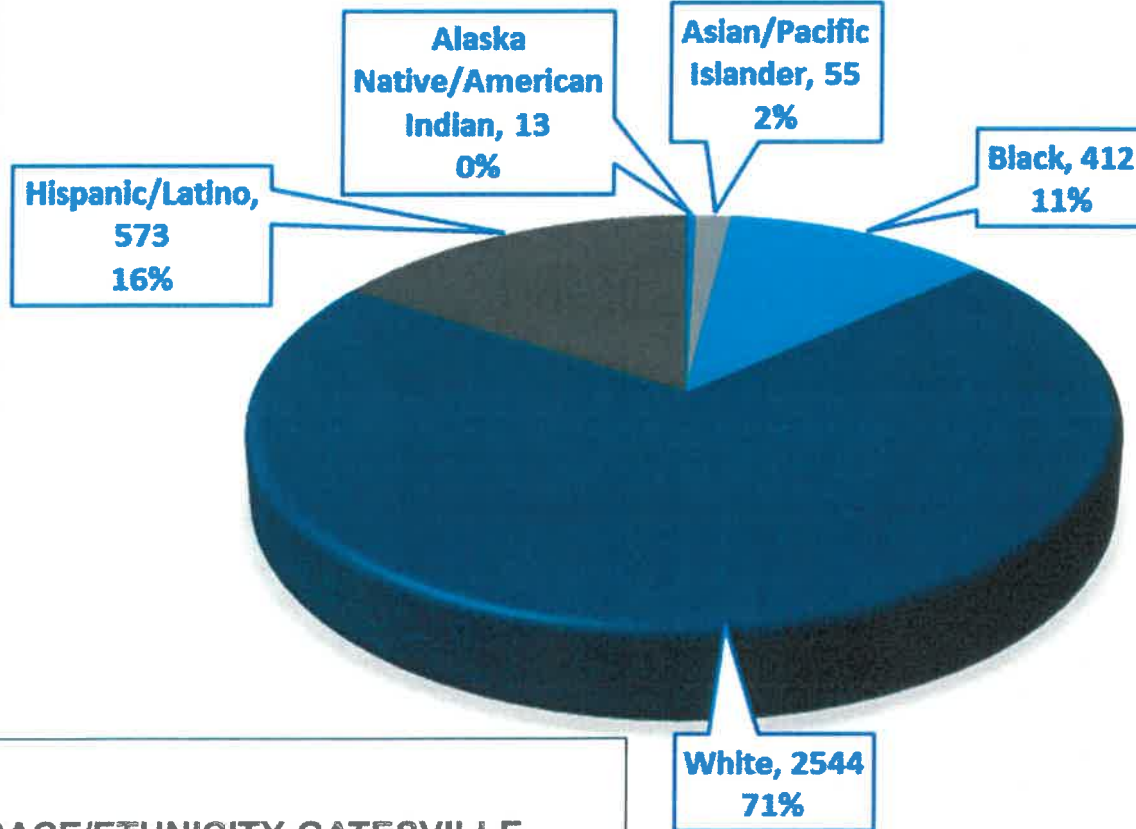
# Racial Profiling Data 2023-Traffic Stops



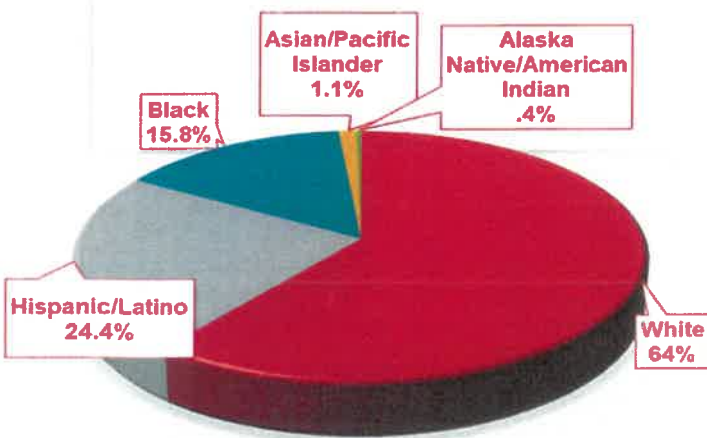
## GENDER



## RACE / ETHNICITY

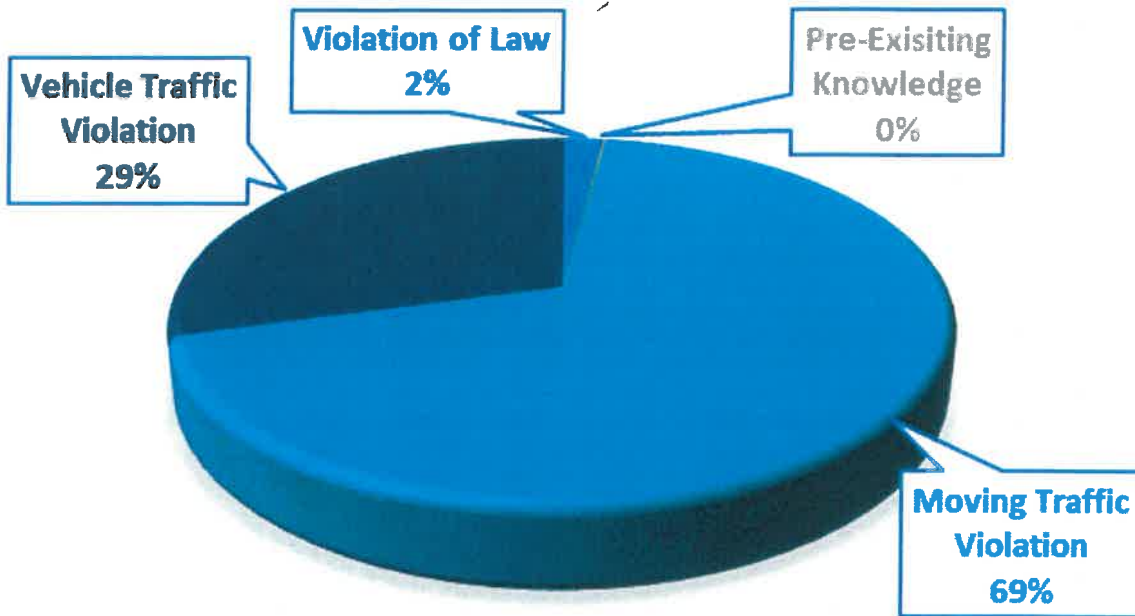


## RACE/ETHNICITY-GATESVILLE 2020 CENSUS INFORMATION

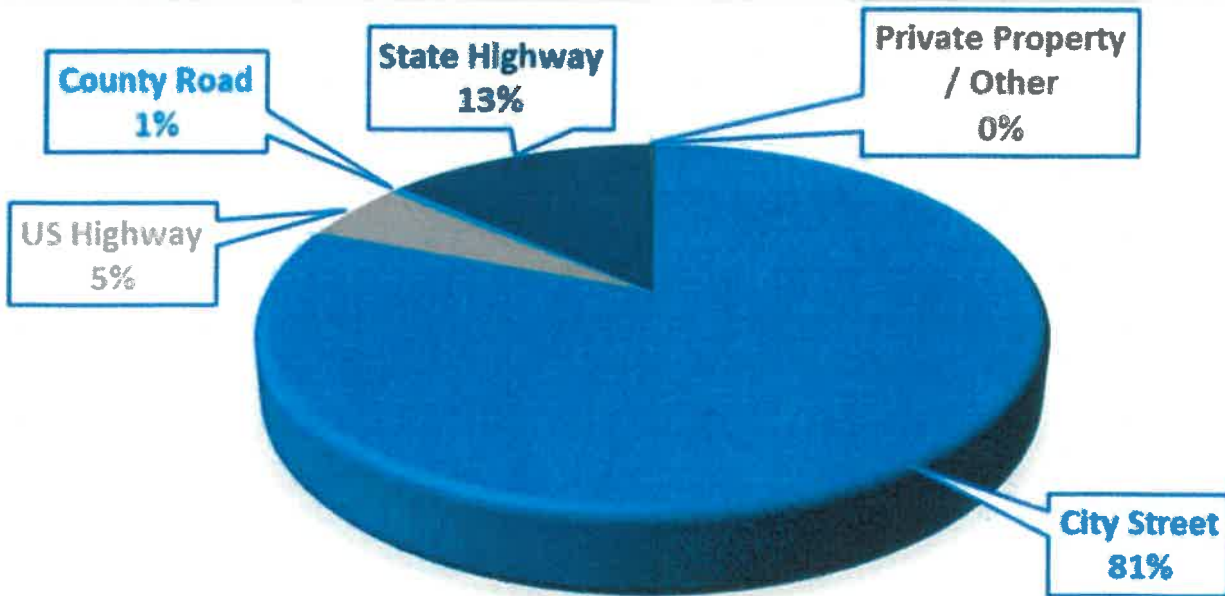




# Racial Profiling Data 2023-Traffic Stops



**REASON FOR STOP**

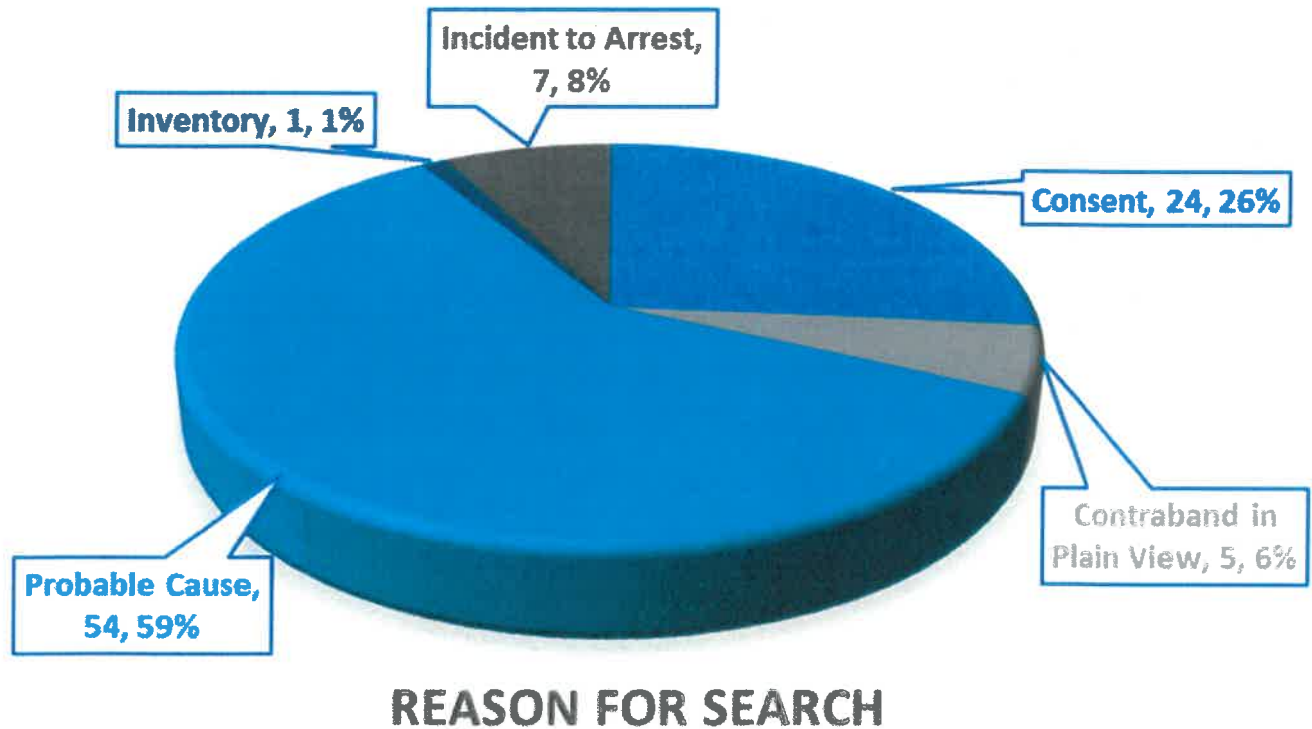
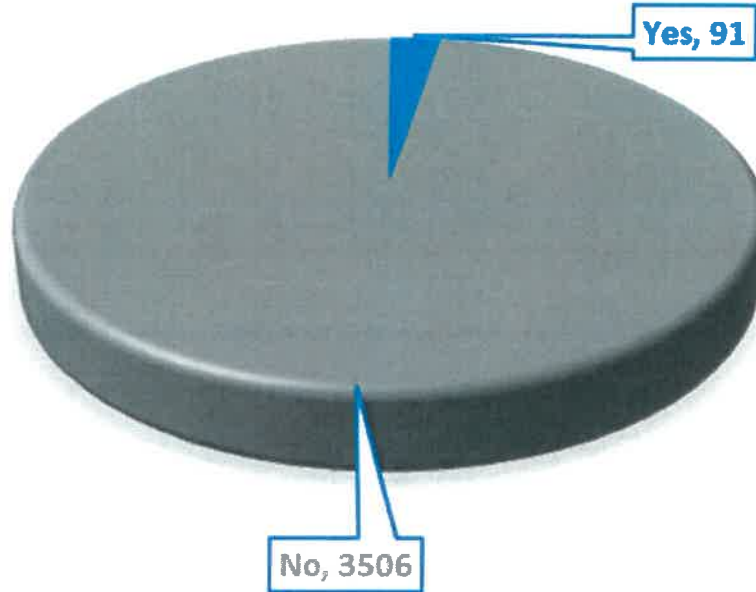


**LOCATION OF STOP**

# Racial Profiling Data 2023-Traffic Stops



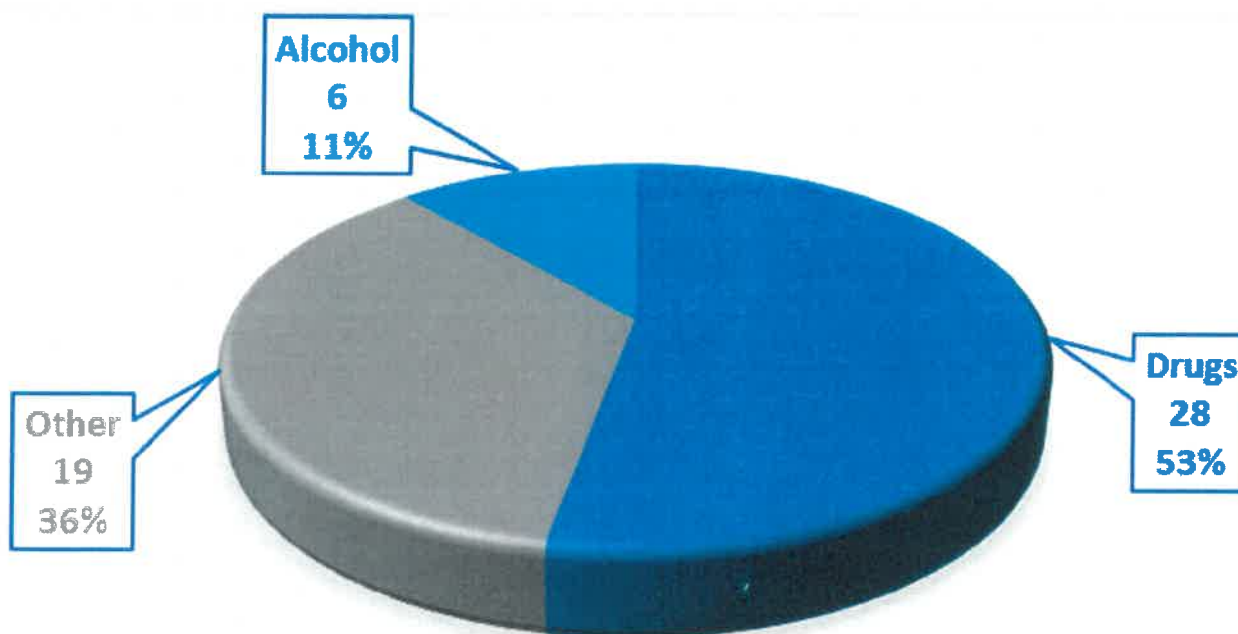
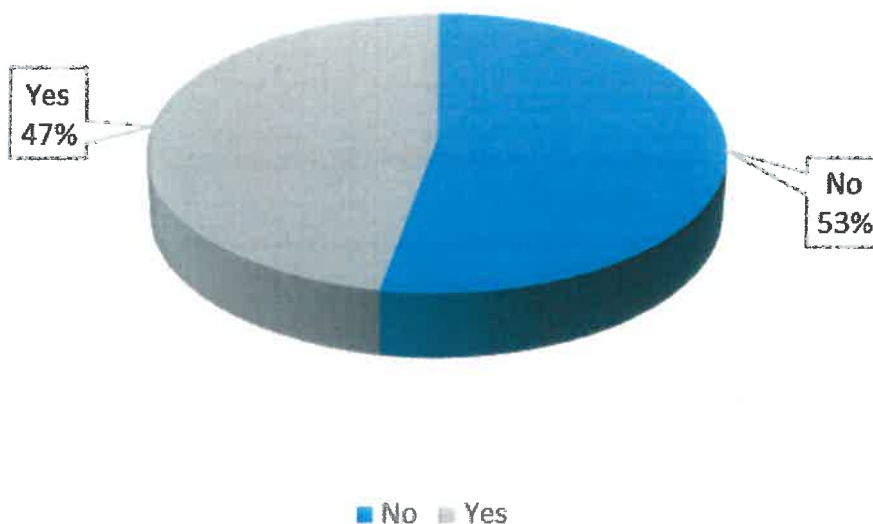
## SEARCH CONDUCTED



# Racial Profiling Data 2023-Traffic Stops



## Contraband Discovered

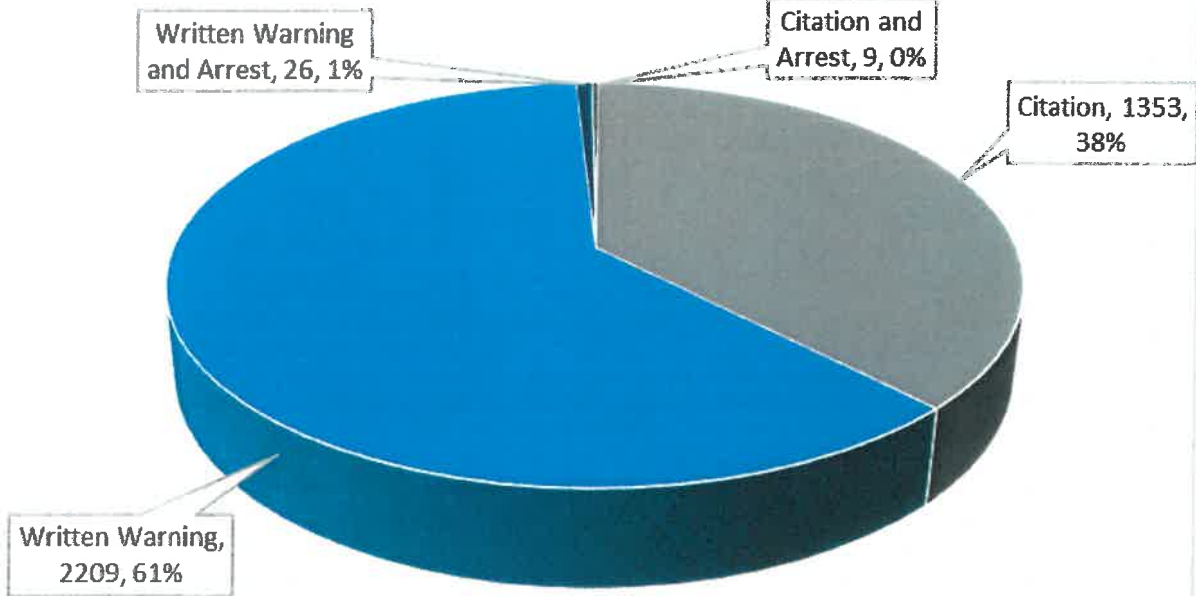


## DESCRIPTION OF CONTRABAND

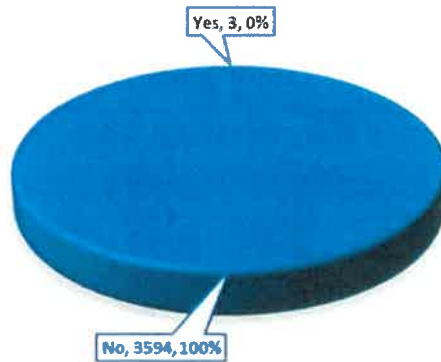
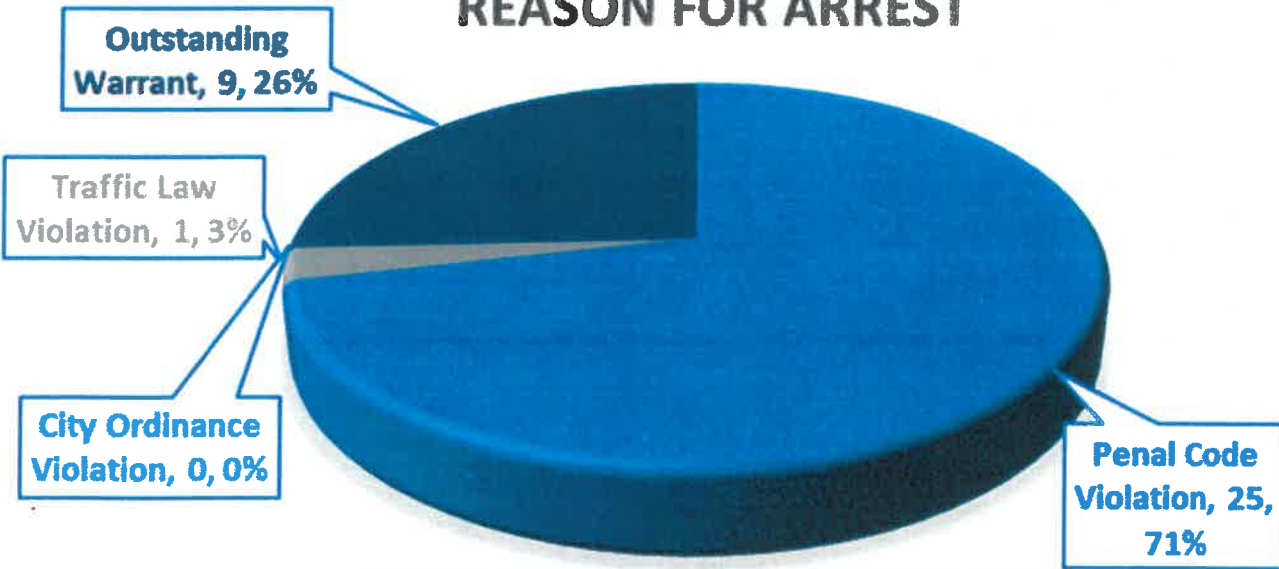
# Racial Profiling Data 2023 Traffic Stops



### Result of Stop



### REASON FOR ARREST



### USE OF FORCE BY OFFICER DURING TRAFFIC STOP P73

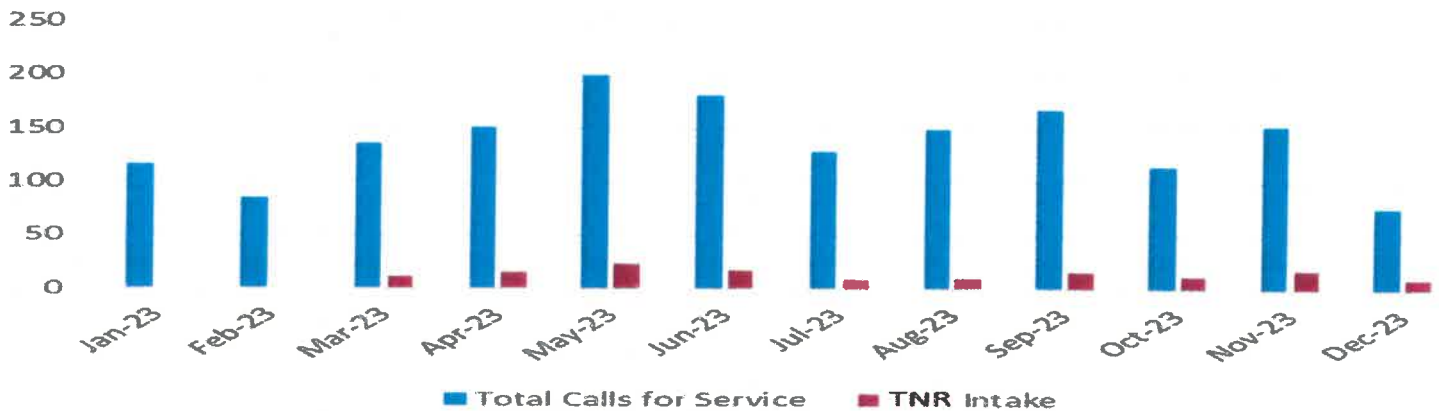


# Animal Control

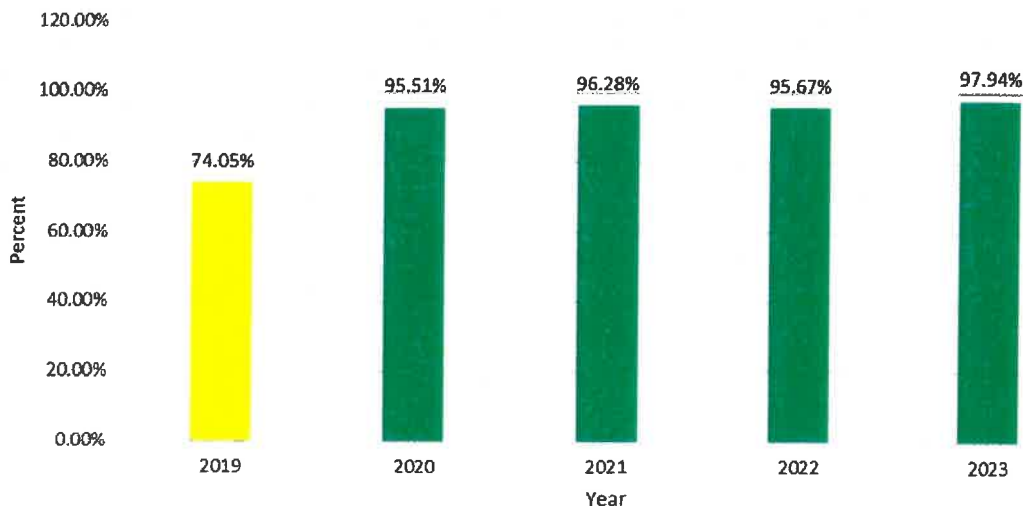


In 2023, our Animal Control Officers responded to 1,659 calls for service. A total of 243 animals were impounded or surrendered at the shelter. 43 were returned to an owner, 105 were transferred to rescues, and 106 were adopted. There were also 148 community cats trapped and released under the Trap, Neuter, Release Program during 2023. These efforts allowed our Live Outcome rate to reach 97.95% for the year. We continue to thank our all our volunteers and partner rescue programs for their hard work in promoting our animal adoptions and keeping our euthanasia rate low.

### Animal Control Activity, Y.T.D.



### Live Outcome Rate, Animal Shelter, Past 5 Years



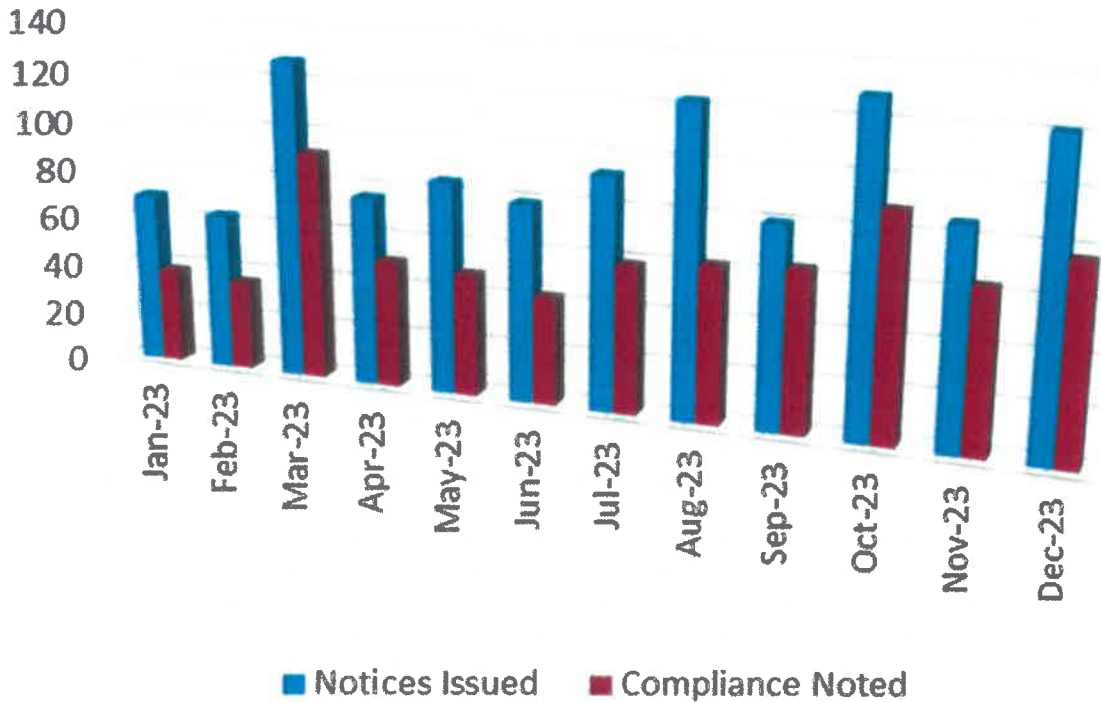


# Code Enforcement

The overall goal of the Code Enforcement program is to enhance the quality of life for our citizens by working with property owners to eliminate nuisances that exist on their property.

In 2023, 1,132 Violation Notices were issued, and we noted compliance in 724 cases.

## Code Enforcement Activity, Y.T.D.



**NO WATERING:**  
 • Monday, Tuesday, or Friday

**Even # Address:**  
 • OK on Sunday and Thursday

**Odd # Address:**  
 • OK on Saturday and Wednesday

**Water before 10 a.m., or after 8 p.m.**





## Community Outreach



**CONE WITH A COP**  
**Wednesday, August 2<sup>nd</sup>**  
**4:00 – 6:00 p.m.**  
**Studebakers Pizza**  
**2701 E. Main St.**

- **FREE Ice Cream**
- **Kiddo I.D. Cards**
- **Police Vehicles**

**National Night Out** - designed to heighten drug and crime prevention awareness and helps strengthen neighborhood spirit and police/community partnerships.

**Kid Print**- provides parents with a current photograph, fingerprints, and other important information in case their child goes missing.

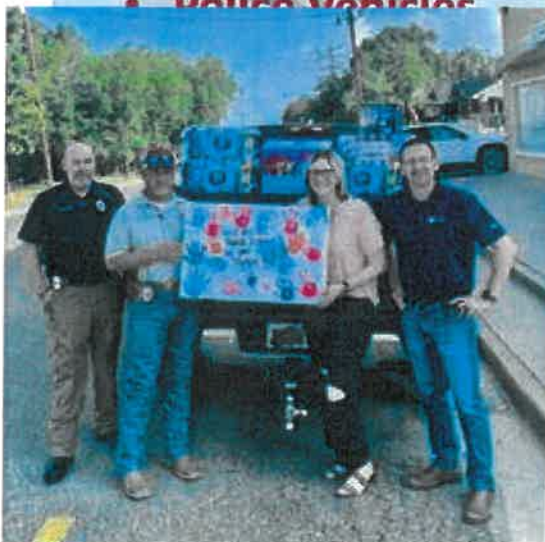
**Neighborhood Watch** - educates neighbors how to watch out for one another.

**GISD Students** - 6-week course providing insights for high school seniors into police operations, such as crime scene processing, traffic stops, building searches, dispatch, and more.

**Animal Adoption**- a program designed to find loving homes for abandoned/unwanted animals and to help reduce the overall number of animals euthanized by the City.

**Cone With A Cop**- A free social event kids and adults, giving them a chance to enjoy an ice cream cone while socializing with our police force.

**Cen-Tex Crime Stoppers**- A program that allows persons to provide anonymous information about criminal activity and gives law enforcement assistance in solving crimes.





## Accomplishments, 2023



### Officer Safety

- Narcan (Fentanyl antidote) issued to all officers.
- Safer drug test kits and PPE issued to all officers.
- Ballistic Helmets issued to all officers.
- Ballistic Shields issued to each patrol shift.
- 40-hour ALERRT Level 1 Train the Trainer course completed, with assistance from GISD Police.

### Professionalism

- New policies and procedures issued on key topics, such as: Pursuits / Emergency Driving; Code of Conduct; Investigation of Officer Complaints; Uniforms & Appearance; Hiring Practices; and many others.
- Award Program initiated.
- Texas Police Chief's Association's Best Practices Program being instituted via improved training, inspections, policies and procedures.



### Department Operations

- Pre-planning for proposed new police building.
- CPR / AED training completed for all officers.
- Eclipse 2024 planning on track for event on April 8, 2024.



### Personnel

- Staffing Levels at or near full-strength for first time in recent history.
- Narcotic Detective position implemented.
- Pay adjustments for all officers, dispatchers, animal control, and code enforcement personnel.
- 12-hour shifts for patrol, allowing each officer to have every other weekend off.

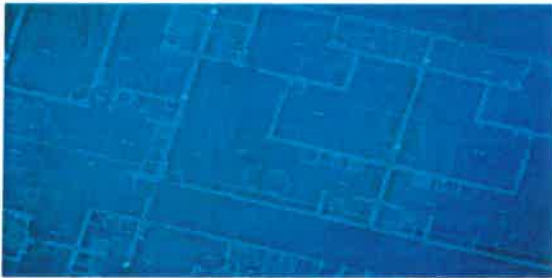




## Looking Ahead



- Host a safe and successful Eclipse 2024 event.
- Submit a comprehensive, budget-minded proposal to City Council for a new police building.
- Host a Citizens Police Academy.
- Complete all policy and procedure re-writes, in compliance with TPCA Accreditation Program guidelines.
- Develop a robust volunteer program and work toward outreach to senior citizens, community service organizations, and local businesses.
- Continue training and development of all department personnel.
- Advance existing and new community outreach programs.





## Agenda Item # 11

### CITY COUNCIL MEMORANDUM

**Date:** March 12, 2024

**To:** Mayor & City Council

**From:** Brad Hunt, Chief of Police

**Agenda Item:** Discussion and Possible Action to approve the third and final Reading of an Ordinance regarding Changes to the City Code of Ordinances Regarding Alarm Systems

**Information:**

As part of the FY 22-23 approved budget, the Gatesville Police Department entered into a contract agreement with PM AM Corporation, to provide automated, online management of alarm permits. Changes and additions to City Ordinance Article III, Alarm Systems, are necessary to meet the requirements of PM AM Corporation and align the practices associated with alarm permitting with the local law.

**Financial Impact:**

None – anticipated to save work hours and develop efficiency in management of alarm permits, and better organize police response and fine issuance for non-compliance.

**Staff Recommendation:**

The staff recommends that the city council approve the third and final reading of the Ordinance regarding the changes and additions to City Ordinance Article III, Sections 14-47 through 14-55.

**Motion:** I make a motion to approve the third and final reading of Ordinance 2024-01 regarding changes and additions to City Code of Ordinances Article III, Sections 14-47 through 14-55.

**Attachments:**

Exhibit A- Proposed City Ordinance changes  
Ordinance 2024-01

**Staff Contacts:**

Cody Lee, Lieutenant, Criminal Investigations Division, Police Department, [clee@gatesvilletx.com](mailto:clee@gatesvilletx.com)  
Brad Hunt, Chief of Police [bhunt@gatesvilletx.com](mailto:bhunt@gatesvilletx.com)

# Exhibit A

## ARTICLE III. - ALARM SYSTEMS

### **Sec. 14-47. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alarm business* means any individual, company, partnership, corporation or other entity, which alters, installs, maintains, moves, repairs, replaces, sells, leases, services, or monitors any alarm system that responds to a stimulus characteristic of unauthorized intrusion, fire or medical emergency.

*Alarm site* means a single premises or location (one street address) served by an alarm system or systems that are under the control of one owner.

*Alarm system* means an assembly of equipment (or a single device, such as a solid-state unit which plugs directly into a 110-volt AC line) arranged to signal the presence of a hazard requiring urgent attention and to which the department is expected to respond. Systems commonly referred to as burglar alarm systems, panic/alert systems, and fire alarms are included. The term "alarms system" does not include:

- (1) An alarm installed on a vehicle, unless the vehicle is permanently located at a site; or
- (2) An alarm designed to alert only the inhabitants of a premises, which does not have a local alarm.

*Alarm user* means the owner, agent or person in control of the premises where an alarm system is maintained within the city.

*Automatic dialing device* means an alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of the emergency situation that the alarm system is designed to detect.

*Burglar alarm system* means an alarm system signaling an entry or attempted entry into the area protected by the system.

*Calendar year* shall be measured from January 1 to December 31.

*Department* means the city police department or any authorized agent thereof.

*Fire alarm system* means an alarm system signaling the presence or suspected presence of a fire in the area protected by the system.

*False alarm* means the activation of an alarm system, which is not the result of emergency or threat of emergency for which the alarm system was designed to give notice and for which the responding police officer finds no evidence of any criminal activity or other emergency. The term "false alarm" shall include activation of an alarm system through mechanical or electrical failure, malfunction, improper installation or the negligence of the owner or lessee of an alarm system or of their employees or agents. The term "false alarm" shall not include activation which results from any of the following:

- (1) Alarms caused by an attempted illegal entry of which there is visible evidence, illegal entry or other demonstrable criminal activity.

(2) Alarms occurring on a repeated basis without apparent cause but where continuous decided effort, in the sole opinion of the department, is being made jointly by the alarm user and the alarm business used by the alarm user for installation or servicing, and any other concerned person to correct the malfunction expeditiously.

(3) Alarms intentionally caused by a person acting under a reasonable belief that a need exists to call the department.

(4) Alarms followed by an immediate call to the department canceling the alarm by giving the proper code number prior to the arrival at the alarm site by the department.

(5) Alarms resulting from the servicing of an alarm system by an alarm business when, prior to such repair or service, the alarm user or their agent has, in person, notified the department that the alarm system will be repaired or serviced at the particular date and time coinciding with the alarm.

(6) Alarms that are activated during periods of severe weather, such as thunderstorms and high winds, or periods of widespread power failure.

(Code 2013, § 14-17(a); Ord. No. 2010-04, § 1, 3-23-2010)

**Sec. 14-48. - Permit and fee required.**

(a) A permit shall be required for any business or residential entity to use, operate or cause to be used or operated, any alarm system within the city.

(b) A separate permit application is required for each business or residential alarm site.

(c) Any business or residential entity wishing to use, operate, or cause to be used, or operated, an alarm system that was installed before the effective date of the ordinance from which this article is derived must apply for a permit within 60 days after the effective date of the ordinance from which this article is derived.

(d) An annual, non-refundable fee must be paid upon filing of an application for a new or renewal permit. The permit is valid for a period of 12 months from the date of issuance and may be renewed by submitting an updated application and renewal fee to the police department. It is the responsibility of the permit holder to submit an application prior to the permit expiration date. The fees for a business/commercial alarm system and for a residential alarm system are as provided in chapter 18.

(e) Upon receipt of the required fee and properly completed application form, the department shall issue a permit unless there is cause to believe the alarm system will not be maintained and operated in accordance with this article, or that the applicant will not comply with each provision of the article. If issued, the permit will be affixed in a location at the alarm site as prescribed by the department.

(f) Each permit application shall be upon a form promulgated by the department and verified by the applicant and must specify:

(1) The name, address, and telephone number of the applicant, who will be the alarm user or the authorized representative thereof, and who shall be responsible for the proper operation and maintenance of the alarm system;

(2) For each alarm system located at the alarm site, the classification of the alarm system (i.e., burglary, robbery, fire) and whether the notification is audible or silent;

(3) Any dangerous or special conditions present at the alarm site; and

(4) If applicable, the type of business conducted at the alarm site.

(g) An alarm permit is non-transferable, and any attempted or purported transfer shall immediately void the permit. At least three days prior to the effective date of any change, the alarm user shall inform the department in writing of any changes that alter information listed on the permit application. No fee will be assessed for such changes.

(h) Any materially false or misleading statement made by an applicant on the application for the original issuance or subsequent renewal of a permit shall be sufficient cause for refusal to grant or suspension of a permit.

(Code 2013, § 14-17(b); Ord. No. 2010-04, § 2, 3-23-2010)

**Sec. 14-49. - Service fee schedule for false alarms.**

(a) All service fees owed by an applicant must be paid before a permit may be issued or renewed.

(b) No service fee will be charged within any 12-month period for the first five-false alarm notifications.

(c) A person who is required to obtain a permit shall pay a service fee for each false alarm notification within any 12-month period as described in the following service fee schedule:

(1) First five false alarm notifications are free. All subsequent false alarm notifications during this period will be assessed a service fee as provided in chapter 18.

(2) For the purposes of determining the service fee set out above, the burden shall be on the permit holder to prove that the activation of the alarm system was not a false alarm.

(d) The Department shall notify the permit holder in writing after each false alarm.

(e) The Department shall not consider a false alarm to have occurred unless the police department responds within thirty minutes of the alarm notification and the department determines from an inspection of the interior or exterior of the premises that the alarm was false.

(Code 2013, § 14-17(c); Ord. No. 2010-04, § 3, 3-23-2010)

**Sec. 14-50. - Information recorded.**

The department shall record calls made in response to alarms, including, but not limited to, the following information, if available:

(1) Identification of the permit holder.

(2) Identification of the alarm site.

(3) Arrival time and time call cleared.

- (4) Time of day and date.
- (5) Physical damage to the structure likely to have caused the alarm.
- (6) Name of the permit holder's representative on premises, if any.

(Code 2013, § 14-17(d); Ord. No. 2010-04, § 4, 3-23-2010)

**Sec. 14-51. - Violations.**

- (a) A person commits an offense if the person violates by commission or omission any provision of this article that imposes upon them a duty of responsibility.
- (b) A person who is required to have a permit under this article commits an offense if the person knowingly operates, or causes or permits to be operated, an alarm system without a current alarm permit issued by the department.
- (c) A person who is required to have a permit under this article commits an offense if the person knowingly operates, or causes or permits to be operated, an alarm system during the period in which the alarm permit is revoked or suspended.
- (d) All false alarm invoices shall be due within 30 days from the invoice date.

(Code 2013, § 14-17(e); Ord. No. 2010-04, § 5, 3-23-2010)

**Sec. 14-52. Revocation and Reinstatement of Permit.**

The Chief shall revoke an alarm permit if he determines that:

- (A) There is a false statement in the application for a permit;
- (B) The permit holder has violated the provisions of this ordinance;
- (C) The permit holder has failed to make timely payment of a false alarm (service) fee assessed under this ordinance.

**Sec. 14-53. Reinstatement of Permit.**

A person whose alarm permit has been revoked may have the permit reinstated if the person:

- (A) Submits an updated application and pays a permit reinstatement fee in accordance with this ordinance;
- (B) Pays all outstanding false alarm (service) fees assessed under this ordinance for which a bill has been issued;
- (C) A reinstated permit expires the same date on which the original permit would have expired had it not been revoked.

**Sec. 14-54. Violations; Penalties; Corporations, Partnerships and Other Legal Entities.**

- (1) A person commits an offense if he operates or causes to be operated an alarm system within the city limits of Gatesville without a valid permit issued under this article.

- (2) A person commits an offense if he operates an alarm system during the period in which the alarm system is revoked.
- (3) An alarm company, an alarm permit holder, or a person in control of an alarm system, commits an offense if he violates any provision of this ordinance by either commission of an act that is forbidden, or omission of a duty or responsibility imposed upon him by this ordinance.
- (4) A person who violates a provision of this ordinance is guilty of a separate offense for each day or portion of a day during which the violation is committed, continued, permitted. Each offense is a Class C misdemeanor which is punishable by a fine of not more than \$200 for each conviction.
- (5) In addition to prohibiting or requiring certain conduct of individuals, it is the intent of this ordinance to hold a corporation, partnership, or other association criminally responsible for acts or omissions performed by an agent acting on behalf of the corporation, partnership, or other association, and within the scope of employment.

**Sec. 14-55. Government Immunity and Disclaimer.**

- (1) Registration of an alarm system is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. All liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained.
- (2) By registering an alarm system, the permit holder acknowledges that police response may be based on factors such as: availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions staffing levels.

ORDINANCE NUMBER  
2024-01

**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**

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

**Article III. Alarm Systems.** Sections 14-47 through 14-51 of the City of Gatesville, Texas Code of Ordinances are repealed.

**Article III. Alarm Systems.** Sections 14-47 through 14-51, revised, and 14-52 through 14-55, new, are attached as Exhibit A and are hereby adopted and shall be placed into Article III of the Code of Ordinances of the City of Gatesville.

The foregoing Ordinance No. 2024-01 was read the first time January 9, 2024, and passed to the second reading on the 23rd day of January, 2024.

The foregoing Ordinance No. 2024-01 was read the second time on January 23, 2024, and passed to the third reading on the 12th day of March, 2024.

The foregoing Ordinance No. 2024-01 was read the third time and was passed and adopted as an Ordinance of the City of Gatesville, Texas this 12th day of March, 2024 and will take effect April 1, 2024.

THE CITY OF GATESVILLE, TEXAS

\_\_\_\_\_  
Gary M. Chumley, Mayor

ATTESTED:

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

APPROVED AS TO FORM AND SUBSTANCE

\_\_\_\_\_  
Victoria Thomas, City Attorney



# 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	
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April							May							June							
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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
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
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
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
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					