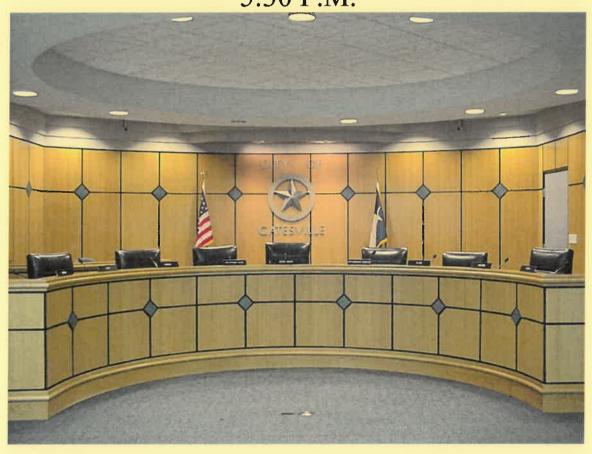
Regular City Council Meeting

December 10, 2024 At

Gatesville Council Chamber 110 N. 8th Street

5:30 P.M.



INDEX REGULAR CITY COUNCIL MEETING DECEMBER 10, 2024 5:30 P.M.

PAGE 1-2 ---- AGENDA - 12-10-2024

CALL TO ORDER
ANNOUNCEMENT OF QUORUM
INVOCATION AND PLEDGE OF ALLEGIANCE

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 ALLOTED A MAXIMUM OF 3 MINUTES FOR THEIR REMARKS, AND SPEAKERS ARE EXPECTED TO CONDUCT THEMSELVES IN A RESPECTFUL & CIVIL MANNER. IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, THE CITY OF GATESVILLE CITY COUNCIL CANNOT DELIBERATE OR ACT ON ITEMS NOT LISTED ON THE MEETING AGENDA.

NO MEMO- ADMINISTER OATH TO NEW CITY OF GATESVILLE POLICE CHIEF JEFFREY CLARK (HOLLY OWENS)

PAGE 3-49- CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT BETWEEN THE CITY OF GATESVILLE AND ATTIC BREEZE LLC. FOR WASTEWATER PUMP AND HAUL SERVICES.

(CITY STAFF, FREESE & NICHOLS, & GOSSELINK)

CONSENT:

PAGE 50-69 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 2024-131: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM REGULAR CITY COUNCIL MEETING HELD ON NOVEMBER 14, 2024. (HOLLY OWENS)

RESOLUTION 2024-132: DISCUSSION AND POSSIBLE ACTION CASTING VOTES FOR CITY OF GATESVILLE'S CANDIDATE FOR CORYELL CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS. (WENDY COLE)

RESOLUTION 2024-133: DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION TO SUPPORT THE CENTRAL TEXAS WATER ALLIANCE. (BRAD HUNT)

OTHER BUSINESS:

PAGE 70-100 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A TREE CLEARING AND LAND ACQUISITION AGREEMENT BETWEEN DON STRIEBER AND THE CITY OF GATESVILLE REGARDING 1.163 ACRES IN REFERENCE TO PROPERTY ID NUMBER 151494, LEGAL DESCRIPTION 1062 A WOOD, ACRES 87.06; ADJACENT TO THE GATESVILLE MUNICIPAL AIRPORT. (BRAD HUNT)

PAGE 101-102 CITY COUNCIL MEMORANDUM- RECESS MEETING TO THE GATESVILLE PUBLIC LIBRARY, 111 NORTH 8TH STREET, GATESVILLE, TEXAS FOR SITE VISIT AND TO RECEIVE UPDATED INFORMATION RELATED TO THE LIBRARY CLOSURE THAT WAS A RESULT OF RECENT SEVERE WEATHER EVENTS.

RECONVENE MEETING AT THE GATESVILLE PUBLIC LIBRARY, 111 NORTH 8TH STREET, GATESVILLE, TEXAS –

RECESS MEETING TO GATESVILLE CITY HALL, 110 NORTH 8^{TH} STREET, GATESVILLE, TEXAS--

RECONVENE MEETING AT GATESVILLE CITY HALL, 110 NORTH 8TH STREET, GATESVILLE, TEXAS------

- PAGE 103-176 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING AWARD OF BID OF CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FOR THE GATESVILLE PUBLIC LIBRARY & GATESVILLE CITY HALL ROOF IMPROVEMENTS TO GG GENERAL CONTRACTORS NOT TO EXCEED \$430,438.67. (MIKE HALSEMA)
- PAGE 177-179 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING CHANGE ORDER NO. 1 FOR THE GATESVILLE PUBLIC LIBRARY HVAC SERVICES WITH MUEGGE HEATING AND AIR.

 (MIKE HALSEMA)
- PAGE 180- 184 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A FACILITY NAMING POLICY FOR THE CITY OF GATESVILLE. (MIKE HALSEMA)
- PAGE 185- 200 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING AWARD OF CONTRACT FOR ASPHALT TO KNIFE RIVERSOUTH. (MIKE HALSEMA)
- PAGE 201-206
 CITY COUNCIL MEMORANDUM- DISCUSSION REGARDING
 ORDINANCE 2024-13, AMENDING THE GATESVILLE CODE OF
 ORDINANCES AT CHAPTER 10 BUILDINGS AND BUILDING
 REGULATIONS, ARTICLE II TECHNICAL CODES, DIVISION 1. –
 GENERALLY, BY ADDING NEW SECTIONS; CREATING SECTION 10-26
 CARPORT REGULATIONS; PROVIDING A SEVERABILITY CLAUSE;
 PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN
 EFFECTIVE DATE. (1ST READING OF ORDINANCE 2024-13) (H. OWENS)
- PAGE 207-231 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING ORDINANCE 2024-11, AMENDING THE GATESVILLE CODE OF ORDINANCES BY AMENDING CHAPTER 48 SUBDIVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. (3RD & FINAL READING OF ORDINANCE 2024-11) (HOLLY OWENS)
- PAGE 232-238 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE GATESVILLE CODE OF ORDINANCES AT CHAPTER 10 "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II "TECHNICAL CODES," BY ADDING A NEW DIVISION 4 "PORTABLE BUILDINGS AND CONTAINERS"; PROVIDING A PENALTY OF FINE NOT TO EXCEED \$500; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. (3RD & FINAL READING OF ORDINANCE 2024-12) (HOLLY OWENS)
- PAGE 239-245
 CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION ACCEPTING THE ANNEXATION PETITION SUBMITTED BY TRACY AND STACY SUMMERS, BEING ALL THE OWNERS OF APPROXIMATELY 5 ACRES OF REAL PROPERTY SITUATED IN THE HENRY FARLEY AND J.A. CLAYTON SURVEYS LOCATED IN THE CITY OF GATESVILLE, CORYELL COUNTY, TEXAS AND BEING COMMONLY KNOWN AS 2204 CORYELL CITY ROAD.

 (BRAD HUNT)

PAGE 246-259 CITY MANAGER REPORT

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

AGENDA REGULAR CITY COUNCIL MEETING 5:30 P.M **GATESVILLE CITY COUNCIL CHAMBERS** 110 NORTH 8TH STREET, GATESVILLE, TEXAS 76528 **DECEMBER 10, 2024**

An Open Meeting will be held concerning the following subjects:

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

(Holly Owens)

6. Discussion and possible action regarding an agreement between the City of Gatesville and (City Staff, Freese & Nichols, & Attic Breeze LLC. for wastewater pump and haul services. Gosselink)

CONSENT:

7. 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 2024-131: Discussion and possible action regarding approval of Minutes from

the Regular City Council Meeting held on November 14, 2024.

(Holly Owens)

Resolution 2024-132: Discussion and possible action casting votes for City of Gatesville's

Candidate for Coryell Central Appraisal District Board of Directors

(Wendy Cole) \

Resolution 2024-133: Discussion and possible action regarding a Resolution to support the (Brad Hunt)

Central Texas Water Alliance.

OTHER BUSINESS:

- Discussion and possible action regarding a tree clearing and land acquisition agreement between Don Strieber and the City of Gatesville regarding 1.163 acres in reference to Property ID number 151494, Legal Description 1062 A WOOD, ACRES 87.06; adjacent to the Gatesville **Municipal Airport.** (Brad Hunt)
- 9. Recess meeting to the Gatesville Public Library, 111 North 8th Street, Gatesville, Texas for site visit and to receive updated information related to the Library closure that was a result of recent severe weather events.

- 10. Reconvene meeting at the Gatesville Public Library, 111 North 8th Street, Gatesville, Texas –
- 11. Recess Meeting to Gatesville City Hall, 110 North 8th Street, Gatesville, Texas
- 12. Reconvene meeting at Gatesville City Hall, 110 North 8th Street, Gatesville, Texas------
- 13. Discussion and possible action regarding award of bid of Coronavirus Local Fiscal Recovery Funds for the Gatesville Public Library & Gatesville City Hall roof improvements to GG General Contractors not to exceed \$430,438.67. (Mike Halsema)
- Discussion and possible action regarding Change Order No. 1 for the Gatesville Public Library HVAC services with Muegge Heating and Air. (Mike Halsema)
- 15. Discussion and possible action regarding a Facility Naming Policy for the City of Gatesville.
- 16. Discussion and possible action regarding award of contract for asphalt to Knife River-South.

 (Mike Halsema)
- 17. Discussion regarding Ordinance 2024-13, amending the Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations, Article II Technical Codes, Division 1. Generally, by adding new sections; Creating Section 10-26 Carport Regulations; providing a severability clause; providing a savings clause; and providing for an effective date. (1st reading of Ordinance 2024-13) (Holly Owens)
- 18. Discussion and possible action regarding Ordinance 2024-11, amending the Gatesville Code of Ordinances by amending Chapter 48 Subdivisions; Providing a Severability Clause; Providing a Savings Clause; and Providing for an Effective Date. (3rd & final reading of Ordinance 2024-11)
 (Holly Owens)
- 19. Discussion and possible action regarding an Ordinance of the City of Gatesville, Texas, amending the Gatesville Code Of Ordinances at Chapter 10 "Buildings And Building Regulations," Article II "Technical Codes," by adding a new Division 4 "Portable Buildings and Containers"; Providing a Penalty of Fine not to Exceed \$500; Providing a Severability Clause; Providing a Savings Clause; and Providing for an Effective Date. (3rd & final reading of Ordinance 2024-12)
- 20. Discussion and possible action accepting the annexation petition submitted by Tracy and Stacy Summers, being all the owners of approximately 5 acres of real property situated in the Henry Farley and J.A. Clayton Surveys located in the City of Gatesville, Coryell County, Texas and being commonly known as 2204 Coryell City Road. (Brad Hunt)
- 21. City Manager Report

22. Adjourn Meeting

I hereby attest that the above agenda was posted on this the 6th day of December, 2024 by 5:00 p.m. on the official City of Gatesville website, www.gatesvilletx.com and the official bulletin boards at the Gatesville City Hall, 803 E. Main Street and Gatesville Council Chambers, 110 N. 8th Street, Gatesville, Texas.

Holly Owens City Secretary

MUNI

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 wccle@gatesvilletx.com for further information.

As authorized by section 551.071 of the Texas Government Code, this meeting may be convened into closed, executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein. The City of Gatesville reserves the right to reconvene, recess, or realign the regular session or called executive session or order of business as set forth on the agenda at any time prior to adjournment.



Agenda item # 6

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Bradford Hunt, City Manager

Agenda Item: Discussion and possible action regarding agreement to accept pre-treated

wastewater from Attic Breeze, a manufacturing plant within the ETJ of the City of

Gatesville.

Information:

Since January 2024, representatives of Attic Breeze have been working to obtain permission to discharge pre-treated wastewater into the City's sanitary sewer system. Attic Breeze is a manufacturing plant on South FM 116 outside city limits but within the Extra Territorial Jurisdiction of the City of Gatesville. The plant manufactures ventilation systems and uses a wash system as part of a powder coating process; the wastewater from the wash system is currently pre-treated on-site and then transported by truck to a facility in the DFW area. Attic Breeze began discussions with the City and proposed that they would ideally proceed in two phases: 1) transport the wastewater to a Gatesville Wastewater Treatment Plant (WWTP) via tank truck (once per week), and 2) work with the city to extend the existing sewer line to Attic Breeze and then discharge directly into the sewer.

By March 2024, the City had received a technical memorandum from its contract engineers, FNI, and advised Attic Breeze (AB) that an agreement could be drafted based on those findings. AB agreed to pre-pay for development of the agreement, and by May 2024, they had agreed to the general terms of it. Also in May 2024, council passed an ordinance related to utility extensions outside the city limits, which directly impacted AB's intended future connection to an extended city sewer line.

Between May and November 2024, the following occurred:

- 1. Attic Breeze completed their on-site pre-treatment facility, and conducted several tests of the wastewater to ensure it complied with the parameters set forth in the proposed agreement.
- 2. City staff visited the AB plant and observed their operations, including their pre-treatment facility.
- City worked with FNI and our contract utility-related attorneys, Gosselink, to finalize the
 parameters of the agreement and ensure that our commitments did not negatively impact
 current City of Gatesville WWTP operations.
- 4. City and AB staff negotiated the final agreement, which is presented herein.

If approved by Council, the City will agree to accept wastewater from Attic Breeze under the guidelines of the attached agreement.

Financial Impact:

Fees collected will cover the cost of additional operations, with slight net revenues.

Staff Recommendation:

Based on the opportunity for future sewer line extension and possible annexation of Attic Breeze into the city limits, staff believes the terms of this agreement are acceptable. Staff has worked diligently with our contract engineers, FNI, as well as legal consultants at Gosselink, to ensure testing and safety measures, as well as logistics favorable to our current operations, are in place.

The staff recommends that the City Council approve an agreement between Attic Breeze and the City of Gatesville in regard to the City accepting wastewater from Attic Breeze; and authorize the City Manager to execute said agreement.

Motion:

I make the motion to approve an agreement between Attic Breeze and the City of Gatesville in regard to the City accepting wastewater from Attic Breeze; and authorize the City Manager to execute said agreement.

Attachments: Agreement, Insurance, Recent Testing Results

Staff Contacts: Bradford Hunt, City Manager - bhuntagatesvilletx.com

Att. 1, Agreement

WASTEWATER SERVICE AGREEMENT BETWEEN ATTIC BREEZE, LLC AND THE CITY OF GATESVILLE

THE STATE OF TEXAS \$

COUNTY OF CORYELL \$

THIS WASTEWATER SERVICE AGREEMENT ("Contract") is made and entered into as of the last date of execution (the "Effective Date") by and between Attic Breeze, LLC, a Texas limited liability corporation ("Customer"), and the City of Gatesville, a Texas municipality ("City") (Customer and City are each a "Party" and are collectively, the "Parties").

RECITALS

WHEREAS, Customer produces powder coated metal products resulting in wastewater, primarily arising from a sheet metal cleaning process ("Wastewater") performed at the production facility located at "Attic Breeze," LLC, 1370 F.M. 116, Gatesville, Texas, 76528 (the "Production Facility");

WHEREAS, City owns and operates wastewater treatment plants, specifically the Leon Plant Wastewater Treatment Facility and the Stillhouse Branch Wastewater Treatment Facility, and a sewer system (collectively, the "Wastewater System");

WHEREAS, Customer has requested that the City accept, treat, and discharge Customer's Wastewater generated from the Production Facility, in the amount not to exceed 1,000 gallons per day on average ("Requested Capacity");

WHEREAS, City desires to provide receive, treat, and discharge the Wastewater from Customer's Production Facility in the amount of the Requested Capacity, subject to the terms of this Contract and City Ordinances, as may be amended from time to time (such City Ordinances, as may be amended from time to time, are the "Ordinances");

WHEREAS, Customer desires that the City accept, treat, and discharge the Wastewater from Customer's Production Facility in the amount of the Requested Capacity, subject to the terms of this Contract and Ordinances; and

WHEREAS, the Parties desire to enter into this Contract, providing the terms and conditions under which City will provide such wastewater service to Customer.

NOW THEREFORE, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, Customer and City agree and contract as follows:

AGREEMENT

1. Wastewater Service.

(a) Subject to the terms and conditions of this Contract, the City agrees to provide retail wastewater service to Customer ("Wastewater Service") at the Production Facility. The Parties agree that the provision of Wastewater Service includes the City accepting the Requested Capacity at an average rate of 1,000 gallons of wastewater per day ("Average Rate"), so long as it is delivered to City by Customer for treatment and discharge at either the City's Leon Plant Wastewater Treatment Facility, located at 1100 College Street, City of Gatesville, Texas 76528, or the Stillhouse Branch Wastewater Treatment Facility, located at 402 Stillhouse Road, Gatesville, Texas 76528 (these two wastewater treatment plants are collectively the "WWTPs") and subject to the other conditions of this Contract; provided, however, that the City shall have the sole discretion to decide which City WWTP that Customer shall deliver the Customer's Wastewater. If City needs to change the City WWTP where Customer shall deliver the Wastewater, then the City shall give Customer one (1) day prior notice.

2. Pretreatment of Wastewater.

- (a) Customer must pretreat all Wastewater prior to delivery to the City to a level that does not exceed the local limits ("Local Limits") attached hereto as Exhibit A, including any limit/concentration ("Maximum Levels") determined by the City for conventional pollutants for domestic wastewater, including, but not limited to, 5-day carbonaceous biochemical oxygen demand (CBOD₅), chemical oxygen demand (COD), total suspended solids (TSS), total phosphorus (TP), total Kjeldahl nitrogen (TKN), and pH (collectively, the "Conventional Pollutants"). Customer agrees to comply with the City's Local Limits, any City pretreatment Ordinances, and the Maximum Levels for Conventional Pollutants as of the date of this Contract or as may be adopted in the future.
- (b) The Parties agree that the design, construction, and installation of a pretreatment system ("Pretreatment System") is necessary for the pretreatment of Wastewater generated by Customer based upon Customer's operations and the findings of the Technical Memorandum evaluating the impact of accepting Customer's industrial waste. Such memorandum is attached hereto as Exhibit B. If Customer will have any Wastewater other than that proposed in the Recitals of this Contract and the City confirms that the other, proposed wastewater would require additional pretreatment facilities, then the Customer hereby agrees to construct and maintain in good working order, at its sole cost, additional pretreatment facilities through which any such wastewater that could contain prohibited substances, or any other substances that could cause harm to the Wastewater System would be passed before the other wastewater is discharged into the City's Wastewater System.
- (c) The Pretreatment System should remove from wastewater substances prohibited from discharge into the Wastewater System, including but not limited to, pollutants that create fire or explosion hazard; pollutants which will cause corrosive structural damage; solid or viscous pollutants in amounts that will cause obstruction to flows at the wastewater treatment facility; petroleum oil, non-degradable cutting oil, or products of mineral oil origin; pollutants which result in the presence of toxic gases, vapors, or fumes; pollutants in excess of Local Limits, and Conventional Pollutants that are in excess of the Maximum Levels.

- (d) The Parties agree that Customer has delivered to City copies of all Pretreatment System plans for City review and inspection prior to execution of this Agreement. The minimum requirements of the Pretreatment System, as well as Wastewater delivery requirements, are attached hereto as **Exhibit C**. The City must be given an opportunity to inspect and test the pretreatment facilities at any later time during the term of this Contract to ensure the quality of Customers pretreated Wastewater. All costs incurred by the City for review, inspection, and testing of the pretreatment facilities shall be paid by the Customer.
- (e) The Customer must immediately notify the City of any failures of the Pretreatment System and report the details of such failures and subsequent remedy prior to the Customers next delivery of wastewater to the City.

3. Sampling of Wastewater.

- (a) Customer must verify the effectiveness of the Pretreatment System by completing and providing to the City sampling for all pollutants and Conventional Pollutants contained in the Local Limits.
- (b) Customer should sample its pretreated Wastewater in accordance with the Local Limits for Conventional and Non-Conventional Pollutants, attached hereto as **Exhibit A**, and promptly provide the sampling results to the City for its review. Customer may request a reduction in sampling frequency for any pollutant in **Exhibit A** if it can demonstrate 6-months of consistent sampling results below the required limit.
- (c) The City reserves the right to conduct its own sampling of Customer's Wastewater.
- (d) The City shall have the right to make unannounced visits to the Production Facility to conduct sampling and Customer shall cooperate with the City in such instances; provided, however, that such visits/sampling shall be conducted during normal business hours,

4. Delivery and Discharge Locations.

- (a) The total amount of Wastewater delivered to City by Customer will not exceed the Average Rate, and Customer shall not deliver any Wastewater to City more than once per week. The City, in its sole discretion, shall notify Customer as to which City WWTP to deliver the Wastewater unless the Parties agree otherwise and subject to the prior notification provision in Section 1, herein. Deliveries shall be scheduled for every Thursday, beginning the first full week following the Effective Date of this Agreement. Any changes to scheduled deliveries shall be made at least one (1) working day in advance via City WWTP Supervisor Bobby Buster or his designee, at which time the City will advise Customer as to which City WWTP will accept such delivery.
- (b) All Wastewater delivered to the City by Customer must be transported in compliance with all Texas Commission on Environmental Quality ("TCEQ") regulations pertaining to the transportation of wastewater. To ensure such compliance, Customer agrees to determine, and report to the City, the class of its wastewater in accordance with the classification system contained in 30 Texas Administrative Code 355, Subchapter R. If Customer determines that the Wastewater is Class 1 Industrial Waste, then Customer will register with the TCEQ as a transporter of Class 1 Industrial Waste, or seek the services of a registered transporter for the transport and delivery of Customer's Wastewater to the City.

(c) The City reserves the right to refuse to accept any delivery of Wastewater from the Customer at any time for any reasonable reason, and until such time as the City determines Customer's Wastewater meets all requirements of the Contract and will not cause harm to the Wastewater System. When possible, the City will make all efforts to notify Customer at least one (1) working day in advance of any circumstances that will prevent the City from accepting a delivery of Wastewater from the Customer.

5. Payment of Fees.

(a) Customer shall be required to pay the City's then-current sewer fees and surcharge rates, as established in the City's Water and Sewer Rates and Charges ordinance and as may be amended from time to time, as follows: the City's sewer deposit of \$50.00, ("Sewer Deposit"); base monthly charge of \$11.13, plus an additional \$4.00 per 1,000 gallons ("Commercial Sewer Rate"); volumetric charge of \$5.96 per 1,000 gallons ("Volumetric Charge"); biological oxygen demand and suspended solids surcharge ("BOD and SS Surcharge") in accordance with the City's surcharge formula attached hereto as Exhibit D; monitoring charges for testing conducted by the City in the amount of the full cost to the City ("Monitoring Charge"); and a 10% service charge for any bill not paid on or before the 15th day of the month they become due ("Service Charge"). The preceding fees are due to the City, as of the Effective Date.

6. Noncompliance.

- (a) Customer agrees to comply with all provisions of this Contract, including adherence to the Local Limits contained herein, City Ordinances, and Maximum Levels for Conventional Pollutants. In the event of noncompliance of the same by Customer, Customer will be responsible for reimbursing all costs incurred by the City related to the discharge and/or disposal of all noncompliant Wastewater, in addition to the costs of any enforcement actions of the TCEQ attributable to Customers wastewater and all costs to remediate any impacts or affects on the receiving waters of the treated effluent from the WTTPs or the disposal sites that receive the sludge from the WTTPs. The City's water quality and biosolid permits pertaining to this Contract are attached hereto as **Exhibit E**.
- (b) The City may terminate the Contract at its sole discretion in the event of repeated violations of the terms of the Contract. Such termination will not alleviate Customer of its responsibility to reimburse all costs incurred by the City related to the discharge and/or disposal of all noncompliant wastewater, and the costs of any enforcement actions of the TCEQ attributable to Customers wastewater. The City may deny the receipt of any Wastewater if it would violate the Local Limits, City Ordinances, or Maximum Levels for Conventional Pollutants.
- 7. Indemnity. IN ANY PROCEEDING, CUSTOMER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, CONTRACTORS, ATTORNEYS, AND/OR CONSULTANTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM, AND AGAINST ANY AND ALL LOSSES, LIENS, CLAIMS, DEMANDS, ACTIONS, SUITS, JUDGMENTS, AND LITIGATION EXPENSES OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) THIS CONTRACT, EXCEPT TO

THE EXTENT OF ANY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNITEES. CUSTOMER'S OBLIGATIONS TO INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS THE INDEMNITEES SHALL SURVIVE TERMINATION OF THIS CONTRACT.

The term "Loss" means any amount awarded in, or paid in settlement of, any Claim, including interest but excluding Litigation Expenses. The term "Litigation Expenses" means any reasonable out-of-pocket expense incurred in defending a Claim or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, mediation fees, witness fees, and attorneys' and other professional fees and disbursements. The term "Proceeding" means any judicial, administrative, or arbitrative action, suit, claim, investigation, or proceeding.

8. Insurance.

- (a) Prior to construction of the Pretreatment Facilities, Customer shall obtain and maintain environmental or pollution liability insurance in the minimum amount of two million dollars (\$2,000,000) aggregate and per occurrence that names the City as an additional insured. Customer shall furnish to the City promptly, upon request, a certificate or certificates from the respective insurer(s), naming the City as an additional insured and setting forth the nature and extent of all such insurance maintained by Customer. Customer will also provide a certified copy of the original policy(-ies) and a satisfactory certificate of insurance with premiums fully paid. Any such insurance may be evidenced by blanket insurance policies covering Attic Breeze, LLC as long as such policy(-ies) cover the scope of activities provided for in this Agreement.
- (b) Not later than ten (10) days before the expiration date of the insurance policy, Customer shall deliver to the City a binder or certificate of the insurer evidencing the renewal or replacement of that policy, with premiums fully paid together with (in the case of a renewal) a copy of all endorsements to the policy and not previously delivered to the City, or (in the case of a replacement) an original or certified copy of the replacement policy. Customer shall pay all premiums on the policy required hereunder as they become due and payable and promptly deliver to the City evidence satisfactory to the City of the timely payment thereof. Customer shall at all times comply with the requirements of the insurance policy required hereunder and of the issuers of such policy and of any board of fire underwriters or similar body as applicable.
- 9. Effect of Force Majeure. In the event either Party is rendered unable by Force Majeure (defined herein) to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure will be suspended during the continuance of the inability, as long as the Party exercises due diligence to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Party whose contractual obligations are affected shall give notice and full particulars of the Force Majeure to the other Party.

The cause, as far as possible, will be remedied with all reasonable diligence. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the

public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inabilities of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. The Parties understand and agree that the settlement or strikes and lockouts will be entirely within the discretion of the Party having the difficulty and that the requirement that any Force Majeure be remedied with all reasonable dispatch does not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if, in the judgment of the Party having the difficulty, the settlement is unfavorable to it.

10. Notices. Any notice given by either Party to the other Party under this Contract must be in writing and may be accomplished by personal delivery or by sending the notice by registered or certified mail, return receipt requested, to the address set forth below. Notice will be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to City will be addressed:

City of Gatesville Attn: City Manager 803 E. Main Street Gatesville, Texas 76528

Any notice mailed to Customer will be addressed:

Attic Breeze, LLC
Attn: ____
1370 FM 116
Gatesville, Texas 76528

Either Party may change the address for notice to it by giving written notice of the change in accordance with the provisions of this paragraph.

11. Breach of Contract and Remedies.

- (a) If either Party breaches any term or condition of this Contract, the non-breaching Party may, at its sole option, provide the breaching Party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching Party. Upon notice of breach, the breaching Party will have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party will have all rights at law and in equity, including the right to enforce specific performance of this Contract by the breaching Party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) Termination of this Contract by a non-breaching Party will not affect any previous conveyance made in accordance with this Contract.

- (c) The rights and remedies of the Parties provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law and under this Contract.
- 12. <u>Third Parties</u>. This Contract is made and entered into solely by the Parties. It is the express intention of the Parties that the terms and conditions of this Contract may be enforced by either Party to the Contract but not by any third party or alleged third-party beneficiary.
- 13. <u>Captions</u>. Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.
- 14. <u>Context</u>. Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words will include the singular and the plural.
- 15. <u>Mediation.</u> Prior to the institution of legal action by either Party related to any dispute arising under this Contract, the dispute will be referred to mediation by an independent mediator mutually agreed upon by both Parties. The cost of the mediator will be shared equally by both Parties.
- 16. <u>Litigation Expenses</u>. The prevailing Party in any legal proceeding brought by a Party to this Contract against the other Party, for claims under this Contract, will be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.
- 17. <u>Intent.</u> The Parties covenant and agree that they will execute and deliver any further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.
- 18. <u>Multiple Originals</u>. This Contract may be executed in multiple originals, any copy of which will be considered to be an original, and all of which will constitute the same document.
- 19. <u>Authority</u>. Each signatory hereto represents and affirms that he/she is authorized to execute this Contract on behalf of their respective Party.
- 20. Severability. The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Contract or the application thereof to any person or circumstance is ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Contract to other persons or circumstances will not be affected thereby and this Contract will be construed as if such invalid or unconstitutional portion had never been contained therein.
- 21. Entire Agreement. This Contract, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Contract. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein. The Recitals at the beginning of this Contract are incorporated into the terms of this Contract for all purposes.

- 22. <u>Amendment</u>. No amendment of this Contract will be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of City and Customer.
- 23. Governing Law. This Contract will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties are expressly deemed performable in Coryell County, Texas.
- 24. <u>Venue</u>. Any action at law or in equity brought to enforce or interpret any provision of this Contract must be brought in a state court of competent jurisdiction with venue in Coryell County, Texas.
- 25. <u>Successors and Assigns</u>. This Contract is binding on and will inure to the benefit of the heirs, successors and assigns of the Parties.
- 26. <u>Assignability</u>. The rights and obligations of Customer hereunder may not be assigned without the prior written consent of City.
- 27. <u>Duration and Termination</u>. This agreement shall remain in effect for three (3) years from signature dates and requires consideration of a permanent sewer connection, including promised or actual voluntary annexation as required by City Ordinance, within that time frame. Upon termination date, this Contract may be renewed for a term agreed upon by both Parties. This agreement may be terminated by either Party, with or without cause, by giving the other Party at least sixty (60) days prior written notice.
- 28. Lone Star Infrastructure Protection Act Verification. Pursuant to Chapter 2275 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature, Regular Session), as amended, and to the extent the Agreement grants to the Customer direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, the Customer verifies that neither the Customer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.
- 29. <u>Anti-Terrorism Representation</u>. Pursuant to Chapter 2252, Texas Government Code, the Customer represents and certifies that, at the time of execution of this Supplement neither the Customer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

[Signature page follows immediately.]

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below (the last date signed is the "Effective Date").

CITY:	CUSTOMER:
CITY OF GATESVILLE, a Texas municipality	ATTIC BREEZE, LLC, a Texas limited liability company
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

City of Gatesville's Local Limits

City of Gatesville Local Limits

Pollutant	Unit	Proposed Gatesville Local Limits	
Non-Conventional Pollutants			
Arsenic	mg/l	0.2	Monthly
Barium	mg/l	-	Quarterly
Cadmium	mg/l	.06	Quarterly
Chromium	mg/l	2.5	Quarterly
Copper	mg/l	1.0	Quarterly
Cyanide	mg/l	0.50	Quarterly
Lead	mg/l	0.6	Quarterly
Mercury	mg/l	0.002	Quarterly
Molybdenum	mg/l	1.0	Quarterly
Nickel	mg/l	1.5	Quarterly
Selenium	mg/l	0.15	Monthly
Silver	mg/l	1.20	Quarterly
Zinc	mg/l	2.0	Monthly
Oil & Grease	mg/l	200	Monthly
Conventional Pollutants			
CBOD ₅	mg/l	200	Monthly
TSS	mg/l	220	Monthly
COD	mg/l	360	Monthly
TKN	mg/l	40	Monthly
TP	mg/l	70	Monthly
рН	-	6.0 to 9.0	Monthly

Exhibit B

Technical Memorandum

TECHNICAL MEMORANDUM



Innovative approache Practical results Outstanding service

10431 Morado Circle, Suite 300 + Austin, Texas 78759 + 512-617-3100 + FAX 817-735-7491

www.freese.com

TO:	Scott Albert, City Manager
FROM:	Coby Gee, PE
SUBJECT:	Attic Breeze Industrial Wastewater
PROJECT:	Gatesville General Engineering Services
DATE:	March 8, 2024
CC:	Kira Iles, PE, Bobby Buster, Chad Newman

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF <u>COBY C. GEE</u> , P.E., TEXAS NO. <u>118865</u> ON <u>3/8/2024</u> . IT IS NOT TO BE USED FOR CONSTRUCTION,
THE AUTHORITY OF <u>COBY C. GEE</u> , P.E., TEXAS NO. <u>118865</u> ON <u>3/8/2024</u> . IT IS
TEXAS NO. <u>118865</u> ON <u>3/8/2024</u> . IT IS
NOT TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.
FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM
F- 2144

1.00 INTRODUCTION

FNI was asked by the City of Gatesville to evaluate the impact of accepting industrial waste from a potential industrial customer, Attic Breeze. Details of the proposed discharge are included below.

1.01 INDUSTRIAL PROCESS DESCRIPTION

Attic Breeze produces powder coated metal products. The industrial wastewater discharging from the process is primarily from a sheet metal (galvalume) cleaning process prior to powder coating. The cleaning process uses a combination of chemicals produced by Custom Chemical of Texas or Sunbelt Chemicals, Corp., including those listed in Table 1.1. Safety data sheets for the chemicals were provided by the industry and are attached.

Table 1.1: Attic Breeze Industrial Chemical Summary

Product/Product Name	Description/Hazardous Components
Industrial Cleaner/#20097	
Industrial Cleaner Additive/#71648 Cleaner Booster	2-Butoxyethanol: 8-30%
	Ethoxylated Alcohols: 8-20%
#Z-403 Pretreatment	Used for conversion coating for industrial surface treatment.
	Hexafluorozirconic Acid: 2-6%
	Ammonium Hexafluoronic Acid: 1-5%
Defoamer/#72778 Defoamer	Defoamer, no hazardous components reported
SMART Muriatic Acid, Transchem Muriatic Acid	Hydrochloric Acid, 31.45%

The process wastewater leaving the cleaning process is described as wash water that includes chemical residuals from the products described in Table 1-1 as well as cutting oil/grease and likely metal ions from the

original sheet metal products. Attic Breeze indicated that the process wastewater goes through a pretreatment step before sewer discharge that will likely include aeration, scum baffling, and settling, primarily targeting removal of the cutting oils/grease with the expectation that metals will settle as sludge as well. The sludge and floatables will be disposed of separately. Attic Breeze provided analytical sampling results of the proposed wastewater as shown in Table 1.2. Attic Breeze indicated that the samples were taken prior to pretreatment as that portion of the process has not yet been constructed.

Table 1.2: Attic Breeze Wastewater Sampling Results 7/21/23

Pollutant	Attic Breeze Sample			
	7/21/23			
Arsenic	0.051			
Barium	0.141			
Cadmium	<.050			
Chromium	<.050			
Lead	<.050 <0.1 <.050			
Mercury				
Selenium				
Silver	<0.1			
Zinc	3.36			
BOD₅	122			
COD	247			
TSS	142			
рН	7.21			
Oil & Grease	1.6			

FNI recommended that Attic Breeze perform additional sampling to ensure that at a minimum, wastewater data is available for evaluation for EPA's 15 National Pollutants of Concern (POCs). These include: Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Silver, Zinc, Moybdenum, Selenium, 5-day Biochemical Oxygend Demand (BOD₅), Total Suspended Solids (TSS), Ammonia (NH₃-N). Several of these contaminants were not included in the original sampling so FNI requested additional sampling and analysis be performed for the missing pollutants, including: Nickel, Copper, Cyanide, Molybdenum, and Ammonia. Additionally, the mercury test performed had a minimum detection limit of 0.1 mg/l and as mercury is toxic at very low levels, FNI requested a low-level mercury test be performed per EPA Method 1631 E which measures down to 5 ng/l or ppt. Total phosphorus and Chemical Oxygen Demand (COD) was also recommended to be sampled as they are important conventional pollutants in wastewater treatment.

Attic Breeze performed additional sampling on 2/12/24. For this sample, the wastewater was allowed to settle in a frac tank to simulate the pretreatment process to be installed at the Attic Breeze facility. Aeration of the wastewater prior to settling was not simulated so additional reduction of biological parameters such as BOD is expected once the full pretreatment system is in operation. The results of the combined sampling are included in Table 1.3.

Table 1.3: Attic Breeze Combined Sampling Results

Pollutant	Unit	Attic Breeze	Attic Breez
		Sample	Settled
		7/21/23	Sample
			2/12/24
No	n-Convention	al Pollutants	
Arsenic	mg/l	0.051	<0.02
Barium	mg/l	0.141	<0.04
Cadmium*	mg/l	0.05	<0.04
Chromium*	mg/l	0.05	<0.02
Copper	mg/l	Not Sampled	0.183
Cyanide	mg/i	Not Sampled	<0.1
Lead*	mg/l /	0.05	0.025
Mercury	mg/l	Not Sampled	0.00000167
Molybdenum	mg/l	Not Sampled	0.029
Nickel	mg/l	Not Sampled	<0.05
Selenium*	mg/l	0.05	<0.04
Silver*	mg/l	0.1	0.045
Zinc	mg/l	3.36	0.106
Oil & Grease	mg/l	1.6	17
	Conventional	Pollutant	
BOD ₅	mg/l	122	54.1
COD	mg/l	247	624
TSS	mg/l	142	18
Phosphorus	mg/l	Not Sampled	20
Ammonia	mg/i	Not Sampled	0.09
рН	S.U.	7.21	7.08

Attic Breeze has requested to discharge wastewater up to once per week at the City's Leon WWTP Facility, including up to 1,000 gallons of wastewater per day. Attic Breeze has also asked to consider a connection to the City's sewer in the future.

1.02 PROPOSED EVALUATION

A cursory review of the City's ordinance indicates that there is currently no adopted wastewater pretreatment ordinance, which would include Technically Based Local Limits (TBLLs) governing the acceptable levels of the proposed pollutants in industrial discharges. Accordingly, FNI recommended the following steps to evaluate the process wastewater's impact on the City's Leon and Stillhouse WWTPs.

- Review of City Ordinance Prohibitions and Federal Pretreatment Regulations (40 CFR Part 403) as they relate to any of the proposed pollutants.
- Comparison of wastewater data from Attic Breeze vs. regional TBLLs
- · Review of quantity and quality of conventional pollutants versus WWTP capacity

2.00 EVALUATION

2.01 CITY ORDINANCE EVALUATION

The City of Gatesville has not adopted an industrial pretreatment ordinance so for this evaluation, FNI reviewed the City's existing ordinance to determine if there are any relevant requirements or prohibitions on the proposed wastewater. The City has two ordinance sections (included below) that are relevant to industrial wastewater. The first prohibits the discharge of pollutants that may obstruct the sewer system due to size or composition and the second establishes a wastewater surcharge rate for the discharge of high-strength wastewater, specific to BOD₅ and TSS. Based on the initial description of the process wastewater discharged by the City, these two ordinances would not seem to apply to the wastewater proposed to be discharged by Attic Breeze.

Sec. 56-14. - Discharges into sewerage—Approval; obstructions.

The city reserves the right to review and approve any waters or waste now entering the city sewer system or proposed to be discharged into such system, and no waste containing solids of such size or composition that might obstruct the flow of the system or treatment plant or fail to settle out in the treatment process may be discharged or deposited into the city sewer system or any pipes or drains connected therewith.

(Code 2013, § 21-29; Ord. of 1-9-1962, § 7; Ord of 2-8-1972, § 7)

Sec 56-34 - Monthly rate inside city

c. Monitored group class established. The city shall establish a monitored group class, consisting of those customers whose wastewater strength is, in its judgment, abnormally high, and charges to customers in this class shall be computed in accordance with the rate schedule as provided in chapter 18, which schedule shall replace all other charges previously made for industrial strength waste.

Monitored Group		
Volume charge	\$5.96 per 1,000 gal.	
BOD and SS surcharge (according to the follow	wing formula):	
S = C(BOD - 200) + (SS - 220) (8.345)(V)		
Where:		
S = Surcharge to user in dollars to be added to	monthly billing for sewer.	
C = Unit cost of treatment at \$/lb.		
V = Monthly volume of wastewater discharge	d by monitored customer.	

200 = Normal BOD strength in mg/l.	
SS = Suspended solids strength index in mg	./I.
220 = Normal suspended solids strength in	mg/l.
8.345 = Factor converting mg/l to pounds/	gallons.
Monitoring charge (testing)	Total cost to the city

2.02 FEDERAL PRETREATMENT REGULATIONS EVALUATION

40 CFR Part 403 describes National Pretreatment Standards to control pollutants which "pass through" or "interfere" with treatment processes at WWTPs, specifically discharged by non-domestic sources whether transported via sewer or truck. The goal of the National Pretreatment Program is as follows:

- To prevent the introduction of pollutants into Publicly Owned Treatment Works (POTWs) which will
 interfere with the operation of a POTW, including interference with its use or disposal of municipal
 sludge;
- 2. To prevent the introduction of pollutants into POTWs which will pass through the treatment works or otherwise be incompatible with such works; and
- 3. To improve opportunities to recycle and reclaim municipal and industrial wastewaters and sludges.

These goals are mainly accomplished through three mechanisms: Specific Prohibitions, Categorical Pretreatment Standards, and Technically Based Local Limits (TBLLs).

Specific Prohibitions

EPA CFR Part 4.03.5 includes "Specific Prohibitions" which includes types of pollutants prohibited from being discharged to any WWTP. For reference, these specific prohibitions are listed below in italics. Attic Breeze has indicated that their wastewater includes cutting oil (see red text below) but that they intend to install a pretreatment system to remove this oil and other metals prior to discharge to the City's WWTP. <u>Installation of this pretreatment system prior to discharge should be a requirement in any agreement with the City.</u>

(b) Specific prohibitions. In addition, the following pollutants shall not be introduced into a POTW:

(1) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21;

- (2) Pollutants which will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges;
- (3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;
- (4) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.
- (5) Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.
- (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Any trucked or hauled pollutants, except at discharge points designated by the POTW.

Categorical Pretreatment Standards

Categorical pretreatment standards apply to Categorical Industrial Users (CIUs). CIUs are those industries known to discharge toxic pollutants, for which EPA has developed wastewater standards specific to that industry. The most relevant industrial category for this evaluation is Metal Finishing. Per 40 CFR Part 433.10, the Metal Finishing category is applied to "plants which perform any of the following six metal finishing operations on any basis material: Electroplating, Electroless Plating, Anodizing, Coating (chromating, phosphating, and coloring), Chemical Etching and Milling, and Printed Circuit Board Manufacture". While Attic Breeze's process does include powder coating metal, the coating process does not include chromating, phosphating, or coloring indicating they do not fall into a CIU category. This was confirmed by the industry via email on 2/8/2024.

Technically Based Local Limits

TBLLs are not to exceed wastewater limits on toxic pollutants developed by municipalities to meet the goals of avoiding "interference" with the WWTP (including sludge disposal) or "pass-through" of toxic pollutants to the receiving stream. These limits are developed specifically for each WWTP as they depend on the specific plant processes, receiving stream, sludge disposal methods, and quantity of wastewater from domestic and non-domestic sources. As noted previously, the City has not developed TBLLs for their WWTPs with which to evaluate the anticipated pollutant levels discharged by Attic Breeze. As an alternative, FNI recommended comparing Attic Breeze's proposed wastewater against TBLLs developed by other municipalities in the Central Texas area. This comparison is included in Section 2.03.

FNI also received a copy of the City's latest sludge sampling for metals from 3/30/23. As TBLLs are based on the disposal method of sludge, FNI reviewed the data versus the City's Class B Biosolids permit to determine if there were any pollutants that may be of particular concern to the receiving WWTPs considering their prevalence in the WWTP sludge. Table 2.1 summarizes the results. From the 3/30/23 sludge sample, no metal is above 12% of the ceiling concentration threshold in the City's permit.

Table 2.1: Sludge Sampling Versus Ceiling Concentrations

Pollutant	Sludge Sampling 3/30/23 (mg/kg)	Permit Ceiling Concentration Permit Table 1 (mg/kg)	% of Ceiling Concentration		
Arsenic	4.6	75	6%		
Cadmium	1.16	85	1%		
Chromium	16.4	3000	1%		
Copper	383	4300	9%		
Lead	23.1	840	3%		
Mercury	0.319	57	1%		
Molybdenum	8.9	75	12%		
Nickel	15.6	420	4%		
Selenium	10.8	100	11%		
Zinc	728	7500	10%		

2.03 REGIONAL TBLL COMPARISON

FNI performed a survey of municipal ordinances in the Central Texas area to determine typical TBLLs against which to compare the proposed wastewater to be discharged by Attic Breeze. For pollutants that were measured below the minimum detection limit in Attic Breeze's wastewater, the minimum detection limit was used as a placeholder. The results of the regional TBLL comparison is included in Table 2.2. The pollutants that were detected at levels greater than the TBLLs for any surrounding municipalities are highlighted in red. These pollutants include: arsenic, selenium, and zinc. In the settled sample, all pollutants measured below the TBLLs for all surrounding municipalities except for selenium in the City of Temple's ordinance. In the case of selenium, the TBLL is below the method detection limit and the TBLL for Temple is significantly lower than all other municipalities. Based on this data, the wastewater from Attic Breeze following pretreatment is not anticipated to cause "interference" with the treatment facility or "pass-through" of toxic pollutants to the receiving stream as defined by EPA. Additionally, the low concentrations of metals should not significantly impact the City's Class B Biosolids permit.

Table 2.2: Regional TBLL Comparison Summary

Pollutant	Unit	Pflugerville	Round Rock	Austin	Temple	Killeen	Belton	Waco Central WWTP	Waco Bull Hide Creek WWTP	Attic Breeze Sample 7/21/23	Attic Breeze Settled Sample 2/12/24
Arsenic	mg/l	1.78	0.43	0.2	0.121	-	1.207	0.03	0.14	0.051	0.02
Barium	mg/i	5	-	-	-	-	_	-	_	0.141	0.04
Cadmium	mg/l	0.1	0.09	0.35	0.145	3	1.441	0.07	0.06	0.05	0.04
Chromium	mg/l	5	10.7	2.4	1.478	3	14.699	2.06	2.69	0.05	0.02
Соррег	mg/l	1	1.93	1.1	0.282	3	2.806	0.76	0.98		0.183
Cyanide	mg/l	0.65	0.4	65	0.524	2	5.212	0.57	0.48	0	0.1
Lead	mg/l	2.94	0.57	0.4	0.836	-	8.318	0.36	0.53	0.05	0.025
Mercury	mg/l	0.02	0.0002	0.002	0.001	0.002	0.009	0.004	0.03	4	0.00000167

Oil & Grease	mg/l	100 or 200	200	200	96	100	96	200	200	1.6	17
Zinc	mg/l	5.38	1.8	2.3	0.661	3	6.571	1.89	2.33	3.36	0.106
Silver	mg/l	0.77	0.71	1	1.82	-	18.105	0.47	1.22	0.1	0.045
Selenium	mg/l	0.15	0.17	1.8	0.017	-	0.174	0.08	0.11	0.05	0.04
Nickel	mg/l	7.58	3.69	1.6	0.662	3	6.587	0.6	1.84	-	0.05
Molybdenum	mg/i	9.69	1.07	1.1	0.207	-	2.064	1.22	0.26		0.029

2.04 CONVENTIONAL POLLUTANT EVALUATION

Conventional pollutants are those typical in domestic wastewater which WWTPs are designed to remove, such as BOD₅, TSS, and NH₃-N. Other conventional pollutants such as COD and Total Phosphorus were also evaluated. The City has indicated that flows from Attic Breeze would likely be received at the Stillhouse Branch WWTP before a permanent sewer line is installed at which point, the flow would be discharged to the Leon WWTP.

A. BOD₅, TSS, and NH₃-N

The Stillhouse Branch and Leon WWTPs have TPDES permit limits for BOD₅, TSS, and NH₃-N as shown in Table 2.3.

 Permit Limit (Daily Average)
 Stillhouse Branch
 Leon WWTP

 BODs (mg/l)
 10
 10

 TSS (mg/l)
 15
 15

 NH₃-N (mg/l)
 2
 3

Table 2.3: Gatesville WWTP Permit Limits

The levels of BOD₅, TSS, and NH₃-N reported by Attic Breeze in both samples are within the range of typical domestic wastewater and below the limits requiring surcharge fees per the City Ordinance. Additionally, following the proposed pretreatment, the concentrations of these pollutants are below the average influent concentrations reported at both WWTPs and will likely result in minimal additional loading to the facilities.

B. Total Phosphorus

Total phosphorus was reported at 20.0 mg/l by Attic Breeze in the pretreated sample, taken on 2/12/24. 20 mg/l is a relatively high value for total phosphorus in domestic wastewater. The City does not currently have a total phosphorus limit in their permit but limits on total phosphorus is common and should be monitored.

C. COD

COD is often used to complement BOD measurements for instances in which BOD will not provide a reliable measurement of the waste's oxygen demand. These instances occur whenever the

wastewater consists of compounds that are non-biodegradable but exert oxygen demand at the plant or are inhibitory to the bacterial seed used for the BOD test, effectively resulting in a low BOD result. The typical ratio of COD to BOD in municipal wastewater is 1.8:1. When the ratio exceeds 1.8:1, it is an indication that the wastewater consists of non-biodegradable compounds or compounds that are inhibitory to the bacterial seed used for the BOD test. These compounds will exert an oxygen demand at the plant. In these instances, the COD test may better represent the oxygen demand exerted by organic compounds at the WWTP. Attic Breeze reported values for COD in their sampling: 247 mg/l (7/21/23) and 624 mg/l (2/12/24 after pretreatment). Both of these values result in COD to BOD ratios greater than 1.8 with the second sample being over eleven. Pretreatment using aeration will likely reduce the COD discharged to the facility but this should be monitored.

In summary, the City should require monitoring of conventional pollutants discharged to the facility by Attic Breeze for changes in quality and work with Attic Breeze to manage the rate of discharge to avoid slug loading, especially during low flows.

3.00 FINDINGS AND RECOMMENDATION

The key findings of the evaluation performed by FNI are summarized below:

- The City Ordinance does not include standards for industrial discharges.
- Attic Breeze is not considered a CIU and therefore not regulated by EPA's Categorical Standards.
- The wastewater sampling by Attic Breeze was compared to TBLLs developed by surrounding
 municipalities. Attic Breeze's wastewater after pretreatment, measured below almost all area TBLLs,
 except for the most stringent limit for selenium, which was below the method detection limit.
- The conventional pollutant loading from Attic Breeze will likely have minimal impact on the City's
 WWTPs. The levels reported for total phosphorus and COD are above typical domestic wastewater but
 COD is likely to be reduced by aeration as part of the proposed pretreatment process and total
 phosphorus is not currently regulated in the City's TPDEs permits.

Based on these findings, FNI recommends the following:

- The City may accept Attic Breeze's wastewater following pretreatment. In particular, it is important that the wastewater agreement ensures:
 - Oil and grease used for cutting is removed as it is a "Prohibited Discharges" per EPA.
 - Metals such as zinc, selenium, and arsenic are reduced to levels consistent with area TBLLs.
 - Conventional parameters, particularly COD, is reduced in the pretreatment process.

- The City should require Attic Breeze to complete sampling once the pretreatment system is fully
 operational to verify COD is effectively reduced and metal removal is maintained below area TBLL
 values.
- The City should require Attic Breeze to complete routine sampling for all pollutants shown in Table 1.3 to verify consistency in the water quality being discharged. Sampling should be conducted at least biannually.
- While the City is receiving wastewater from Attic Breeze via truck, the City should control the rate and time of discharge of the wastewater to avoid periods of low flows and prevent slug loading. A permanent sewer connection should help in avoiding slug loadings by diluting with other domestic flows.
- The City should consider adding an industrial ordinance that includes TBLLs to address future industries.
- The City should consider updating the existing surcharge ordinance to ensure equitable distribution of treatment costs, including COD.

Exhibit C

Pretreatment System and Delivery Minimum Requirements

Pretreatment System and Delivery Minimum Requirements

The Pretreatment System designed, constructed and installed by Attic Breeze, LLC and any delivery of wastewater to a treatment plant owned and operated by the City of Gatesville, shall meet the following requirements:

- Removal of oil and grease used for cutting, as it is deemed a "Prohibited Discharge" according to EPA regulations.
- Reduction of metals such as zinc, selenium, and arsenic to levels consistent with City Local Limits.
- Reduction of conventional parameters, particularly Chemical Oxygen Demand (COD), during the pretreatment process.
- Requirement for Attic Breeze to conduct sampling once the pretreatment system is fully operational
 to verify effective COD reduction and maintenance of metal removal below Local Limits.
- Implementation of routine sampling for all pollutants listed in Table 1.3 of the Technical Memorandum to ensure consistency in discharged water quality. Sampling should occur at least biannually.
- Control of the rate and timing of wastewater discharge from Attic Breeze trucks to avoid low-flow periods and prevent slug loading.
- Wastewater will be accepted from tank trucks discharging a 6,000-gallon tank truck over 30 minute
 period in one or two of the existing drying beds, allowing it to slowly filter through the media for
 equalization before treatment at the head of the plant.

Exhibit D

BOD and SS Surcharge

Biological Oxygen Demand and Suspended Solid Surcharge

Pretreated wastewater that exceeds City local limits ("Local Limits") for biological oxygen demand and/or suspended solids will be accepted at a surcharge rate according to the following formula:

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

Where:

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

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

V = Monthly volume of wastewater discharged by monitored customer.

BOD = BOD strength index in mg/l.

200 = Normal BOD strength in mg/l.

SS = Suspended solids strength index in mg/l.

220 = Normal suspended solids strength in mg/l.

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

Exhibit E

City of Gatesville's Water Quality and Biosolid Permits



TPDES PERMIT NO. WQ0010176004 [For TCEQ office use only - EPA I.D. No. TX0024953]

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY P.O. Box 13087 Austin, Texas 78711-3087

This amendment supersedes and replaces TPDES Permit No. WQ0010176004 issued on March 7, 2014.

PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

City of Gatesville

whose mailing address is

110 North 8th Street Gatesville, Texas 76528

is authorized to treat and discharge wastes from the Leon Plant Wastewater Treatment Facility, SIC Code 4952

located at 1100 College Street, in the City of Gatesville, Coryell County, Texas 76528

directly to Leon River Below Proctor Lake in Segment No. 1221 of the Brazos River Basin

only according to effluent limitations, monitoring requirements, and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does not grant to the permittee the right to use private or public property for conveyance of wastewater along the discharge route described in this permit. This includes, but is not limited to, property belonging to any individual, partnership, corporation, or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This permit shall expire at midnight, five years from the date of issuance.

ISSUED DATE: April 22, 2019

For the Commission

EFFLUENT LIMITATIONS AND MONITORING REOUIREMENTS

subject to the following effluent limitations:

1. During the period beginning upon the date of issuance and lasting through the date of expiration, the permittee is authorized to discharge Outfall Number 001

The annual average flow of effluent shall not exceed 1.5 million gallons per day (MGD), nor shall the average discharge during any twohour period (2-hour peak) exceed 3,125 gallons per minute.

Min. Self-Monitoring Requirements	Report Daily Avg. & Daily Max.	Measurement Frequency Sample Type			Two/week Composite	Ū	
Min. Self	Repo	Measuremen	Conti	Two/	Two/	Two/	One/
	Single Grab	mg/l	N/A	35	9	15	N/A
mitations	7-day Avg Daily Max	mg/l	Report	25	40	10	399
Discharge Li	7-day Avg	mg/l	N/A	15	25	9	N/A
	Daily Avg	mg/l (lbs/day)	Report	10 (125)	15 (188)	3 (38)	126
Effluent Characteristic			Flow, MGD	Carbonaceous Biochemical Oxygen Demand (5-day)	Total Suspended Solids	Ammonia Nitrogen	E. coli, colony-forming units or most probable number/100 ml

The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample at each chlorine contact chamber. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual and shall monitor chlorine residual daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.

3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.

4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.

5. Effluent monitoring samples shall be taken at the following location: Following the final treatment unit.

6. The effluent shall contain a minimum dissolved oxygen of 5.0 mg/l and shall be monitored twice per week by grab sample.

7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

DEFINITIONS AND STANDARD PERMIT CONDITIONS

As required by Title 30 Texas Administrative Code (TAC) Chapter 305, certain regulations appear as standard conditions in waste discharge permits. 30 TAC § 305.121 - 305.129 (relating to Permit Characteristics and Conditions) as promulgated under the Texas Water Code (TWC) §§ 5.103 and 5.105, and the Texas Health and Safety Code (THSC) §§ 361.017 and 361.024(a), establish the characteristics and standards for waste discharge permits, including sewage sludge, and those sections of 40 Code of Federal Regulations (CFR) Part 122 adopted by reference by the Commission. The following text includes these conditions and incorporates them into this permit. All definitions in TWC § 26.001 and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

1. Flow Measurements

- a. Annual average flow the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with one million gallons per day or greater permitted flow.
- b. Daily average flow the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- c. Daily maximum flow the highest total flow for any 24-hour period in a calendar month.
- d. Instantaneous flow the measured flow during the minimum time required to interpret the flow measuring device.
- e. 2-hour peak flow (domestic wastewater treatment plants) the maximum flow sustained for a two-hour period during the period of daily discharge. The average of multiple measurements of instantaneous maximum flow within a two-hour period may be used to calculate the 2-hour peak flow.
- f. Maximum 2-hour peak flow (domestic wastewater treatment plants) the highest 2-hour peak flow for any 24-hour period in a calendar month.

2. Concentration Measurements

- a. Daily average concentration the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
 - i. For domestic wastewater treatment plants When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

- ii. For all other wastewater treatment plants When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.
- d. Daily discharge the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day.
 - The daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that day.
- e. Bacteria concentration (E. coli or Enterococci) Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the nth root of the product of all measurements made in a calendar month, where n equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
- f. Daily average loading (lbs/day) the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).
- g. Daily maximum loading (lbs/day) the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.

3. Sample Type

- a. Composite sample For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).
- b. Grab sample an individual sample collected in less than 15 minutes.

((note: agreement continues for multiple pages; pages list all permits currently held by City of Gatesville Wastewater Department))

Att. 2, Attic Breeze Insurance

ATTIBRE-01

AVELLA



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT

45	rtus LLC 50 W 109th St, Suite 301 rerland Park, KS 66211-1309			PHONE (A/C, No, Ext E-MAIL ADDRESS:	(816)	919-2323	FAX (A/C, No):(816)	756-3343
				JANUARY 1985	104	SURER(S) AFF	ORDING COVERAGE		NAIC#
				INSURER A :	Homel	and Ins Co	of NY		34452
INS	SURED			INSURER B :					
	ATTIC BREEZE HOLDINGS	LLC		INSURER C:					
	1370 FM 116	,		INSURER D:					
	Gatesville, TX 765283785			INSURER E :					
				INSURER F :					
C	OVERAGES CE	RTIFIC	CATE NUMBER:				REVISION NUMBER:		•
I C E	THIS IS TO CERTIFY THAT THE POLIC NDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	REQUII PERT POLIC	REMENT, TERM OR CONDITION TAIN, THE INSURANCE AFFOR CIES. LIMITS SHOWN MAY HAVI	ON OF ANY (ROED BY TH E BEEN REDU	CONTRA E POLIC ICED BY	CT OR OTHE IES DESCRI PAID CLAIMS	R DOCUMENT WITH RESI BED HEREIN IS SUBJECT 3.	PECT TO	WHICH THIS
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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			1		E.L. EACH ACCIDENT	-	
	If yes, describe under				-		EL DISEASE - EA EMPLOYER	\$	
A	Pollution Liability	x	7930137900000	12/2	/2024	12/2/2025	E.L. DISEASE - POLICY LIMIT Aggregate Limit	\$	2,000,000
^	Political Classify	^	330 107 33333			1225020	Aggregus Erme		2,000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL Ty Deductible: \$5,000 each pollution col certificate holder is listed as an addition					space is requir	ed)		
EF	RTIFICATE HOLDER			CANCELLA	TION				
City of Gatesville 803 Main Street			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Gatesville, TX			AUTHORIZED R	EPRESEN	TATIVE			

ACORD 25 (2016/03)

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Att. 3, Attic Breeze Recent Testing Results

PHONE: 254.829.8001 FAX: 254.829.8013 BIO CHEM LAB, INC. 4751 TOKIO RD .WEST, TX 76691 ANALYTICAL REPORT

CLIENT IDENTIFICATION INFORMATION: ATTIC BREEZE

1370 FM 116

GATESVILLE, TX 76528

CLIENT CONTACT: ADAM KEITHLY / 254.405.7141 / ADAM.KEITHLY@ATTICBREEZE.COM

OCTOBER 2024 - ATTIC BREEZE REPORT ID:

ATT-120224 SHAY OCHOA

LAB CONTACT: REPORT DATE:

12224

FIELD DATA / SAMPLE DESCRIPTION

Collection Point		STORAGE TANK SPIGOT
Date/ Time Collected		10.30.24 / 13:38
Date/ Time received by Lab		10.30.24 / 15:44
Laboratory Sample ID		26370-24, 26372-24
Sampling Description/Procedure		BCL.SOP.119
Sample Type		Grab
Sample Matrix		Aqueous-NPW
Collector		ST
рн, su	SM 4500-H+B	7.7
Temperature, C		27.5
Date / Time Analyzed	(Field Analysis)	10.30.24 / 14:48
Analyst Initials		ST

PARAMETER / UNIT / METHOD

BOD _{s,} mg/L	SM 5210 B	98.
Reporting Limit, mg/L		2
Dilution Factor		1
Date / Time Analyzed		10.31.24 / 17:15
Analyst Initials		AJ

TSS, mg/L	SM 2540 D	18.
Reporting Limit, mg/L		2
Dilution Factor		1
Date / Time Analyzed		10.31.24 / 09:30
Analyst Initials		MH

NH ₃ N, mg/L	SM 4500 NH ₃ B, D	1.46
Reporting Limit, mg/L		0.10
Dilution Factor	1	1
Date / Time Analyzed		10.31.24 / 19.50
Analyst Initials		SV

COD, mg/L	HACH 8000	287.
Reporting Limit, mg/L		8.
Dilution Factor		5
Date / Time Analyzed		11.4.24 / 10:00
Analyst (nitials		MH

Total Phosphorus, mg/L	SM 4500 P B.5, E	C 62.0
Reporting Limit, mg/L		1.00
Dilution Factor		20
Date / Time Analyzed	L	11.14.24 / 14:20
Analyst Initials		LD

TKN, mg/L	SM4500 N _{erg} B	7.25
Reporting Limit, mg/L		2.50
Dilution Factor	L	5
Date / Time Analyzed	L	11.8.24 / 17:20
Analyst Initials		sv

Oil and Grease, mg/L	EPA 1664 A	14.4
Reporting Limit, mg/L	[5.0
Oilution Factor		1
Date / Time Analyzed	L	11.4.24 / 13:45
Analyst Initials		CD

BIO CHEM LAB, INC. 4751 TOKIO RD .WEST, TX 76691

PHONE: 254,829,8001

FAX: 254,829,8013

ANALYTICAL REPORT

CLIENT IDENTIFICATION INFORMATION:

ATTIC BREEZE 1370 FM 116

GATESVILLE, TX 76528

CLIENT CONTACT: ADAM KEITHLY / 254.405.7141 / ADAM.KEITHLY@ATTICBREEZE.COM

OCTOBER 2024 - ATTIC BREEZE

REPORT ID: LAB CONTACT: REPORT DATE:

ATT-120224 SHAY OCHOA

12.2.24

FIELD DATA / SAMPLE DESCRIPTION

Collection Point	STORAGE TANK SPIGOT
Date/ Time Collected	10.30.24 / 13:38
Date/ Time received by Lab	10.30.24 / 15:44
Laboratory Sample ID	26371-24, 26373-24, 26374-24, 26375-24
Sampling Description/Procedure	BCLSOP.119
Sample Type	Grab
Sample Matrix	Aqueous-NPW
Collector	ST

DADAMETED / HINIT / METUOD

LAIAMPIPICIONI LINELLI	, u	
Total Cyanide, mg/L	EPA 335.4	< 0.01
Reporting Limit, mg/L	1	0.01
Dilution Factor		1
Date / Time Analyzed		11.4.24 / 11:40
Analyst Initials		MH

08:45

JLJ

TOTAL METALS ANALYSIS

Time Digested

Analyst Initials

PARAMETER	метнор	REPORTING LIMIT (mg/L)	DILUTION FACTOR	RESULT (mg/L)	DATE/TIME ANALYZED	ANALYST	QUALIFIER
Arsenic	EPA-200.8	0.0005		1 0.0018	11.7.24 / 23:56	JLJ	
Barlum	EPA-200.8	0.0005		1 0.0470	11.7.24 / 23:56	لبال	
Cadmium	EPA-200.8	0.0005		1 < 0.0065	11.7.24 / 23:56	JLJ	
Chromium	EPA-200.8	0.0005		1 0.0076	11.7.24 / 23:56	أنال	
Соррег	EPA-200.8	0.0005		0.0084	11.7.24 / 23:56	لبال	
Lead	EPA-200.8	0.0005		0.0008	11.7.24 / 23:56	لبال	
Mercury	EPA-245.1	0.0009525		< 0.0000525	11.6.24 / 16:30	SHZ	
Motybdenum	EPA-200.8	0.0005		9.0272	11.7.24 / 23:56	ألبال	
Nickel	EPA-200.8	0.0005		0.0062	11.7.24 / 23:56	انال	
Selenium	EPA-200.8	0.0005		< 0.0005	11.7.24 / 23:56	لبال	
Silver	EPA-200.8	0.0005		< 9.0005	11.7.24 / 23:56	البال	
Zinc	EPA-200.8	0.0050		0.4593	11.7.24 / 23;56	البال	
Date Digested	11.4.24						

ANALYTICAL NOTES, INTERPRETATIONS, METHOD DEVIATIONS OR ENVIRONMENTAL CONDITIONS: NONE TO REPORT. Annual Control of the Control with a company of the second control of the control

STATEMENT OF COMPLIANCE/NON-COMPLIANCE:

The above analytical data was derived from submitted samples that have met ell established acceptance criteria, unless otherwise qualified, and are compliant with the laboratory's Quality System. The Director of Operations or designee has authorized the release of this report. The results contained herein relate only to the Laboratory Sample ID(a) documented above. This analytical test report may not be reproduced except in full, without the written approval of the laboratory. Quality Assurance / Quality Control Data associated with results within this report are documented in the attached QA/QC Report.

Please contact 254.829.8001 with any questions or concerns.

A. Shay Ochoa, Technical Director Bio Chem Lab, Inc.

a que ochow



ANALYTICAL REPORT

REPORT ID: LAB CONTACT: REPORT DATE:

OCTOBER 2024 - ATTIC BREEZE

ATT-129224 SHAY OCHOA 12.2.24 QC SUMMARY

			Page 3 of 8
BIO CHEM L 4751 TOKIO R			1 FAX: 254,829.8013
CLIENT IDENTIF	ICATION INFOR	RMATION:	
ATTIC BREEZE 1370 FM 116			
GATESVILLE, TX 76	528		
CLIENT CONTACT:	ADAM KEITHLY / 2	254.405.7141 / ADAM KEITHLY@A	ATTICBREEZE.COM
BOD			
	-	BATCH ID	
10.31,24	B-103124-2	28 B-103124-28-01	
DUPLICATE	RESULT	RESULT 2	% DEV
26507-24		458: 418.	4.6
BOD-BLANK	CBOD-BLAN	NK LCS-GGA	LCS-CGGA
0.10	0.17	182	185
TSS			
SETUP DATE	SETUP ID	BATCH ID	
10.31.24	T-103124-1	B T-103124-18-02	
SAMPLE ID:	RESULT 1		% DEV
26342-24	11740	11300	1.9
	33	33	0.0
BLANK mo/L	-	<2 LCS % REC	102.6
			متبسيسا لايجابي
NH3N			
	SETUP ID:	BATCH ID:	
10.31.24	N-103124-26		N DESI
SAMPLE ID:	RESULT 1:		% DEV.
26472-24	50.0		1.0
26481-24.		54.9	0.1;
SPIKE ID:	RESULT 1:		% REC:
26432-24	_ 0.06	1.86	89.9
26432-24	0.06	1.93	93.4
BLANK, mg/L:	LCS % REC:		
< 0.05	101.8	102.4	
COD			
SETUP DATE	SETUP ID	BATCH ID	
11.4.24	C-110424-01	C-110424-01-01	
DUPLICATE ID:	RESULT 1:	RESULT 2:	% DEV
.26540-24		762.0 773.0	0.7
SPIKE ID:	RESULT 1	RESULT 2	% REC
26372-24		287.0 377.0	90.0
26372-24		287.0 374.0	87.0
BLANK, mg/L		LCSD % REC	
-			
<4	98.5	95.9	
PHOSPHORUS			
- HOGFHORDS	0000 ID	BATCH ID	
11.14.24		P-111424-03-01	
SAMPLE ID			% DEV
27123-24			1.5
27194-24		0.05 < 0.05	0.0
SPIKE ID:	RESULT 1		% REC
27381-24 Q3		1.18 1.43	78.1
		1.18 1.43 1.18 1.46	78.1 87.5
27381-24 Q3			

BIO CHEM LAB, INC. PHONE: 254.829.8001 FAX: 254.829.8013 4751 TOKIO RD .WEST, TX 76691 ANALYTICAL REPORT **CLIENT IDENTIFICATION INFORMATION:** OCTOBER 2024 - ATTIC BREEZE ATT-120224 SHAY OCHOA REPORT ID: 1370 FM 116 LAB CONTACT: GATESVILLE, TX 76528 REPORT DATE: 12.2.24 QC SUMMARY CLIENT CONTACT: ADAM KEITHLY / 254.405.7141 / ADAM.KEITHLY@ATTICBREEZE.COM TKN SETUP DATE SETUP ID BATCH ID TKN-110824-01 TKN-110824-01-01 11.08.24 SAMPLE ID: RESULT 1: RESULT 2: % DEV 10.6 26369-24 . 11.4 3.4 27005-24 74.0 82.0 5.1 SPIKE ID: RESULT 1: RESULT 2: % REC 26530-24 2.78 6.52 93,5 6.22 26530-24 2.78 86.0 BLANK, mg/L: LCS % REC: LCSD % REC: < 0.25 96.8 89.4 OIL AND GREASE SETUP DATE SETUP (D BATCH ID 11.4.24 OG-110424-01 OG-110424-01-01 DUPLICATE ID: RESULT 1: RESULT 2: % DEV 7483-2-1645 38.41 38.0 0.5 BLANK, mg/L: LCS % REC: LCSD % REC: QCS % REC: 95.0 96.0 <1.4 CYANIDE SETUP DATE SETUP (D BATCH ID 11.4.24 CY-110424-01 CY-110424-01-01 % DEV DUPLICATE ID: RESULT 1: RESULT 2: 26076-24 9.7 0.17 0.14 % REC SPIKE ID: RESULT 1 RESULT 2 28194-24 0.250 80.0 0.41 26194-24 80.0 0.250 0.41 BLANK, mg/L LCSD % REC LCS % REC 93.7 98.9 < 0.01 METALS

Batch ID	ICP-110	7724-03-01	Date Analyzed	11.7.24	-11.8.24	MS Sample ID	26510-24				
PARAMETER	Block	LCS % Rec	LCSO % Reo	LCB WAPD	LOQ % Rec	Reference Sample	Mintrix Spiles	MB % Rico	Matrix Splin Strplissio	HRD S.Ree	Rego
Total Arsenic, mg/L	<0.0005	101.9	102.4	0.49	104	0.0032	0.4038	100.2	0.4024	99.8	
Total Barium, mg/L	<0.0005	99.1	99.9	0.80	101	0.0188	0.4102	97.9	0.4139	98.8	
Total Cadmium, mg/L	<0.0005	101.8	101.7	0.10	109	0	0.4089	102.2	0,406	101.5	
Total Chromium, mg/L	⊲0.0005	101.6	101.6	0.00	95	0.0023	0.4138	102.9	0.4192	104.2	
Total Copper mg/L	<0.0005	108.1	108	0.09	112	0.0579	0.5125	113.7	0.5102	113.1	
Total Lead, mg/L	<0.0005	105	106.1	1.04	110	0.0037	0.4304	106.7	0.4369	108.3	
Total Molybdenum, mg/L	<0.0005	94.7	95.2	0.53	107	0.901	0,3863	96.3	0.3872	96.6	
Total Nickel mg/L	<0.0005	105.3	105.6	0.28	111	0.0042	0.4336	107.4	0.4366	108.1	
Total Setenium, mg/L	<0.0005	99.3	100	0.70	125	0	0.3882	97.1	0.3854	96,4	
Total Silver mg/L	<0.0005	103.6	101,5	2.05	103	0	0.4043	101.1	0.4006	100.2	
Total Zinc mg/L	<0.005	106.1	106.5	0.38	101	0.4446	0.8693	106.2	0.8747	107.5	

BIO CHEM LAB, INC. 4751 TOKIO RD .WEST, TX 76691

PHONE: 254.829.8001 FAX: 254.829.8013

Failed Quality Data. Refer to QA/QC Report of the affected data for specific details

ANALYTICAL REPORT

CLIENT IDENTIFICATION INFORMATION:

ATTIC BREEZE 1370 FM 116

GATESVILLE, TX 76528

CLIENT CONTACT: ADAM KEITHLY / 254.405.7141 / ADAM.KEITHLY@ATTICBREEZE.COM

OCTOBER 2024 - ATTIC BREEZE REPORT ID: LAB CONTACT: REPORT DATE:

ATT-120224 SHAY OCHOA 12.2.24

BCL PROJECT DATA QUALIFIERS:

•	remote security batta. Neter to server report of the affected data for specific datalis.
Q1	Blank outside desired limits. Data accepted based on passing batch LCS recoveries.
Q2	LCS recovery outside desired limits. Data accepted on basis of additional narrative if applicable
Q3	Matrix Spike and/or Matrix Spike Duplicate outside desired limits. Data accepted on basis of passing LCS recoveries.
Q\$3	Matrix Spike and/or Matrix Spike Duplicate outside desired limits. Sample not spiked at a high enough concentration to be
	statistically different from the native sample result. Data accepted on basis of passing LCS recoveries.
Q4:	Sample specific duplicate precision outside desired range.
QM1	Microbiology precision unable to be evaluated due to low background concentration (< 10 CFU / MPN) of target analyte
QM2	Microbiology precision unable to be evaluated due to high background concentration (> 2420 CFU / MPN) of target analyte
QM3	Microbiology precision outside desired range.
B1	Results for CBOD / BOD reported as less than [< 2 mg/L] with no sample dilution depleting method required 2.00 mg/L
B2	Results for CBOD / BOD reported as an estimate due to no dilution meeting a method stated depletion criteria.
B3	Result for CBOD / BOD unable to be determined due to excessive oxidant content, high chlorine residual.
Wi	Result is an average of multiple weighing / drying cycles.
C	Reported result over the laboratory's calibration range
C1	Reported result over the laboratory's calibration range but within the laboratory verified Linear Dynamic Range.
J5	Reported result less than the laboratory reporting limit but greater than the Limit of Detection.
ND	Not detected
V	Additional sample volume would have been required to meet analytical method specifications.
HT	Sample analysis performed outside method / regulatory prescribed holding time.

T Sample received outside method / regulatory prescribed requirements for thermal preservation. P Sample received outside method / regulatory prescribed requirements for pH preservation. A Accredidation for analysis performed is either not currently offered or is currently outside the laboratory's scope of accredidation.

N The associated analysis was performed by a network / sub-contract laboratory.

L Laboratory Error PW Potable Water NPW Non-Potable Water

Z Refer to additional notes / supplemental narrative

ADDITIONAL NOTES:

REAGENT ID

PRESERVATIVE

BIO CHEM LAB, INC. 4751 TOKIO RD .WEST, TX 76691

PHONE: 254.829.8001

FAX: 254.829.8013

ANALYTICAL REPORT

CLIENT IDENTIFICATION INFORMATION:

ATTIC BREEZE 1370 FM 116

GATESVILLE, TX 76528
CLIENT CONTACT: ADAM KEITHLY / 254.405.7141 / ADAM KEITHLY@ATTICBREEZE.COM

REPORT ID: LAB CONTACT: REPORT DATE:

OCTOBER 2024 - ATTIC BREEZE ATT-120224 SHAY OCHOA 12.2.24

OFFICE NO.: 254.829.8001 FAX NO.: 254,829,8013 CELL NO.: 254,749,4320

CLIENT / PROJECT: ATTIC BREEZE	CONTACT: ADAM KETTHLY	COLLECTED BY: "+
ADDRESS: 1370 FM 116	PHONE NO.: 254.465.7141	第11のこと
GATESVILLE, TX 76528	EMAIL: adam.keith/@attichrease.com	DATE THE SALES OF SALES
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HALL & VISION & COMMITMENT

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COLUMN	PLACED IN HCI REFINGERATOR / HCI	UPC LACON MATHO	OTHER	SAMPLE FILTERED	THERMON	I-2 (5) Ne ₂ S ₂ O ₃ (6) NaOH to pH>	Describe:			A Committee of the Comm
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MAIL, CUSTOMERSERVI WEST, TX 76691-0356 4751 TOKIO ROAD

BIO CHEM LAB, INC. PHONE: 254.829.8001 FAX: 254.829.8013 4751 TOKIO RD .WEST, TX 76691 ANALYTICAL REPORT

CLIENT IDENTIFICATION INFORMATION:

ATTIC BREEZE 1370 FM 116

GATESVILLE, TX 76528

Mercury

CLIENT CONTACT: ADAM KEITHLY / 254.405,7141 / ADAM KEITHLY@ATTICBREEZE.COM

REPORT ID: LAB CONTACT:

ATT-120224 SHAY OCHOA

OCTOBER 2024 - ATTIC BREEZE

REPORT DATE:

12.2.24

QC Sample Results

Client: Bio Chem Lab. Inc. Job ID: 870-31382-1 Project/Site: ATTIC BREEZE Method: 245.1 - Mercury (CVAA) Lab Sample ID: MB 860-198050/10-A Client Sample ID: Method Blank Matrix: Water Prep Type: Total/NA Analysis Batch: 198426 Prep Batch: 198050 MB MB Analyte Result Qualifier RL MDL Unit Prepared 11/00/24 15:58 <0.0000525 0.0000525 mg/L 0.000200 11/06/24 06:29 Lab Sample ID: LCS 850-198050/11-A Cilent Sample ID: Lab Control Sample Matrix: Water Prep Type: Total/NA Analysis Batch: 198426 Prep Batch: 198050 Spike LCS LCS **%Rec** Added Result Qualifier Unit %Rec Lab Sample ID: LCSD 880-198050/12-A Client Sample ID: Lab Control Sample Dup Matrix: Water Prep Type: Total/NA Analysis Batch: 198425 Prep Batch: 198050 LCSD LCSD %Rec RPD Analyte Meroury Added Result Qualifier Limits Limit 0.00200 0.001932 85 - 115 Lab Sample ID: LLCS 860-198050/13-A Client Sample ID: Lab Control Sample Matrix: Weter Prep Type: Total/NA Analysis Batch: 198426 Prep Batch: 198050 Spike LLCS LLCS %Rec D %Rec Analyte Added Result Qualifie 1. Irrefts Mercury 0.0002020 0.000200 50 - 150 101 Lab Sample ID: 870-31382-1 MS Client Sample ID: 26373-24 Matrix: Water Prep Type: Total/NA Analysis Batch: 198426 Prep Batch: 198050 Spike MS MS Sample Sample %Rec Result Qualifier Result Qualiffer Limita D %Rec Mercury <0.0000525 U 0.00200 70 - 130 Lab Sample ID: 870-31382-1 MSD Client Sample ID: 26373-24 Matrix: Water Prep Type: Total/NA Analysis Batch: 198426 Prep Batch: 198050 Sample Sample Spike MSD MSU %Rec Analyte Result Qualifier Added Result Qualifler Limita

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Page 7 of 16

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11/8/2024

PHONE: 254.829.8001 FAX: 254.829.8013 BIO CHEM LAB, INC. ANALYTICAL REPORT 4751 TOKIO RD .WEST, TX 76691

<u>CLIENT IDENTIFICATION INFORMATION:</u> ATTIC BREEZE

1370 FM 116

GATESVILLE, TX 76528
CLIENT CONTACT: ADAM KEITHLY / 254.405.7141 / ADAM.KEITHLY@ATTICBREEZE.COM

REPORT ID: LAB CONTACT:

OCTOBER 2024 - ATTIC BREEZE ATT-120224 SHAY OCHOA 12.2.24

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Page 13 of 16	TOTAL MERCURY	v	GRAB	1/250/P	1	3 32 24	10.30.24	STORAGE TANK SPIGOT	<u>z</u>	26373-24
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FINAL REPORT REVIEW: AV / 12.3.24

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

AGENDA REGULAR CITY COUNCIL MEETING 5:30 P.M GATESVILLE CITY COUNCIL CHAMBERS 110 NORTH 8TH STREET, GATESVILLE, TEXAS 76528 NOVEMBER 14, 2024

An Open Meeting was held concerning the following subjects:

- 1. Call to Order: Mayor Chumley called the meeting to order at 5:34 P.M. on November 14, 2024.
- 2. Quorum check: Mayor Gary Chumley, Councilmembers Greg Casey, Joe Patterson, John Westbrook, Aaron Smith, and Barbara Burrow, Council Elect, Kalinda Westbrook and Jon Salter

Regrets: Mayor Pro-Tem Meredith Rainer

<u>City Staff Present:</u> City Manager, Brad Hunt, Deputy City Manager/CFO, Mike Halsema; City Secretary Wendy Cole and Holly Owens, Interim Police Chief, Georg Cleverly; Parks and Recreation, Seth Phillips; Library, Shae Harp; Civic Center, Morgan Smart; Human Resources, Lori McLaughlin

Others: Leo and Dana Corona, Lloyd Hayslip, Caleb Hayslip, Danny and Debra Kilgore, Toni Randall, Travis VanBibber, Keith Smart, Yvonne Williams (Chamber), Tonya Place (Municipal Judge), Tom Creek, Marley Boiles, Shane and Kegan Webb, Kim Chumley, Monica Salter, David Jones (FNI), Kaley Dusang (Gatesville Messenger), Annette Coo, Jeff Clark (Appointed Police Chief)

- 3. Invocation and Pledge of Allegiance: John Westbrook gave the invocation and led the 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 & 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.

Debra Kilgore, Pennoli Bed & Breakfast located at 1009 E Main St. came forward to address the Council regarding their special event application.

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 2024-117: Discussion and possible action regarding approval of Minutes from Regular City Council Meeting held on October 22, 2024. (Holly Owens)

RESOLUTION 2024-118: Discussion and possible action regarding September 2024 Financials.

(Mike Halsema)

RESOLUTION 2024-119: Discussion and possible action regarding a resolution of the City of Gatesville, Texas authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Community Development Fund. (Mike Halsema)

CONSENT AGENDA: Mayor Chumley removed Resolution 2024-120 from the Consent Agenda. Motion by John Westbrook, seconded by Barbara Burrow to approve the Consent Agenda minus Resolution 2024-120 as written. All five voting "Aye", motion passed.

<u>RESOLUTION 2024-120:</u> Discussion and possible action regarding a proclamation recognizing the Salvation Army Red Kettle Kickoff Campaign. (Mayor Chumley)

Motion by Joe Patterson, seconded by Greg Casey to approve Resolution 2024-120; Proclamation recognizing the Salvation Army Red Kettle Kickoff Campaign. All five voting "Aye", motion passed.

Mayor Chumley presented the proclamation to the Salvation Army Representative.

OTHER BUSINESS:

6. Discussion and possible action regarding the November 5, 2024, Election:

(Wendy Cole)

- A. Canvass Votes
- B. Declare Election Results
- C. Administer Oath to newly elected Council Members
- D. Issue Certificates of Election

City Secretary, Wendy Cole, canvassed the votes and declared the election results:

Position – Name	Absentee Voting	Early Voting	Election Day Voting	Total Votes
Mayor	THE THE WAY			12 UP 20 6 F
Leo Corona	25	873	274	1,172
Gary Chumley	67	1,444	312	1,823
Ward 1, Place 2	3545.5 F. J. S	7 - 37 - 7	ATTENDED TO STATE	THE RESE
Jon Salter	65	2,026	539	2,630
Ward 2, Place 4				TEN EL IV
Joe Patterson	70	2,026	544	2,640
Ward 2, Place 6	A STATE OF THE REAL PROPERTY.			MANAGEMENT OF
Kalinda Westbrook	52	1,398	361	1,811
Willie Joe Taylor	28	647	181	856

<u>RESOLUTION 2024-121</u>: Motion by Joe Patterson, seconded by John Westbrook to approve the canvassed votes regarding the election of the Mayor and Council Members and declare the results final. All five voting "Aye", motion passed.

City Secretary, Wendy Cole administered the oath to the newly elected council members, Jon Salter and Kalinda Westbrook and re-elected council members, Gary Chumley and Joe Patterson. The Council took their seats at the dais.

7. Recognize Outgoing Councilmembers Barbara Burrow and John Westbrook. (Mayor Chumley)

Mayor Chumley presented Councilmembers Barbara Burrow and John Westbrook with a commemorative clock to honor their time on council.

8. Discussion and possible action to appoint Mayor Pro-Tem.

(Mayor Chumley)

<u>RESOLUTION 2024-122</u>: Councilman Smith nominated Greg Casey for Mayor Pro-Tem, seconded by Joe Patterson. There were no other nominations. All five voting "Aye", motion passed.

EXECUTIVE SESSION:

18. Recess Regular Meeting and Call for an Executive Session – Closed Meeting

The City Council of the City of Gatesville will convene into a closed executive session pursuant to Texas Government Code Section 551.074 (personnel matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Judge and City Prosecutor.

- 19. City Council entered Executive Session at 5:51 P.M.
- 20. City Council reconvened into Regular Session at 6:01 P.M.
- 21. Discussion and possible action resulting from deliberations in Executive Session.

<u>RESOLUTION 2024-129: CITY JUDGE:</u> Motion by Greg Casey, seconded by Kalinda Westbrook to approve the agreement for Municipal Judge Services, contracting Mrs. Tonya Place as the Municipal Judge for the City of Gatesville, for the agreed-upon term. All five voting "Aye", motion passed.

<u>RESOLUTION 2024-130: CITY PROSECUTOR:</u> Motion by Jon Salter, seconded by Aaron Smith to approve the agreement for Municipal Prosecutor Services, contracting Mr. Charlie Buenger, of Buenger & Associates, as the Municipal Prosecutor for the City of Gatesville, for the agreed-upon term. All five voting "Aye", motion passed.

9. City Manager Report:

(Brad Hunt)

Brad Hunt introduced the new Police Chief, Jeff Clark and his family. Mr. Hunt presented a power point covering each department regarding staffing, priority items, and communication. The council was also updated on ongoing projects, grants, and FEMA. Mr. Hunt finished his presentation by announcing up-and-coming community events.

10. Discussion and possible action regarding a finance agreement to purchase three pickups through Randall Reed's Planet 635 Ford. (Mike Halsema)

Mr. Halsema explained the purchase of one F150 4x4 at \$42,510, one F150 2WD at \$36,998, and one F250 2WD at \$47,999. The vehicles are priced through the HGAC purchasing co-op contract. Randall Reed Planet 635 Ford is a vendor qualified under the HGAC contract and has provided the quotes for all vehicles. All vehicles are in the dealer's lot and are ready for purchase. The Parks and Water Production trucks were budgeted utilizing 5-year financing. Staff are proposing financing the Parks and Water Production vehicles through Government Capital. Financing is proposed for 5 years, with an annual payment of \$18,872.02 (combined) at an interest rate of 6.817% beginning March 2025. The Animal Control vehicle was budgeted under the capital improvement fund and will be a cash purchase. The Animal Control vehicle will require a third party to re-install the animal box from the existing truck. The additional cost is expected to be minimal and is not included in the purchase price presented.

Councilwoman Westbrook asked about policy for when the City pays cash versus finance for vehicles. Mr. Halsema stated Staff have been building the capital improvement fund to have the ability to purchase vehicles because in the past, city vehicles were leased, and they were driven without any maintenance plan. The City is currently working to build the vehicle fleet and put a

maintenance and rotation schedule in place. It will be a few years before the City will be able to purchase vehicles without financing.

Councilman Patterson questioned the language of the resolution regarding qualified tax-exempt obligation and the interest rate. Mr. Halsema stated the language used is State Law to not commit future council to expenditures.

<u>RESOLUTION 2024-123:</u> Motion by Joe Patterson, seconded by Greg Casey to approve the purchase of three pickups through Randall Reed's Planet 635 Ford. All five voting "Aye", motion passed.

11. Discussion and possible action regarding a request from Dana Corona for placement of an honorary street sign.

(Brad Hunt)

Mr. Hunt presented the honorary street sign request. The City received an application and payment for an honorary street sign on September 1, 2024 from Mrs. Dana Corona. The application listed the career highlights of her husband and then Mayoral candidate Leo Corona, and originally requested that a portion of East Main Street (US 84)) near the intersection with Veterans Memorial Drive be given the honorary designation of "Veteran Leo Corona"; the application was soon thereafter amended and re-submitted to have the designation read "Veterans Way". As Mayor Corona was at that time a current candidate for Mayor, presentation of this application to council prior to the election, and its subsequent appearance of city staff support, would have been improper. Therefore, staff were directed that the application would be presented as an agenda item on the first council meeting directly following the election. This decision was based on Texas City Managers Association Code of Ethics, Tenet 7, which states: "Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body." Therefore, Staff is abstaining from a recommendation.

Mrs. Dana Corona, 409 State School Road, came forward to request the approval of the application.

Councilman Patterson expressed his appreciation to Mr. Corona for his military service and his volunteerism. However, when this honorary sign application and process was created, Mr. Patterson believes the intent was for a resident who has served in the military and who has spent most of their life living and serving in the City of Gatesville. Another concern is the request is for a phrase and not a name and if this would set a future precedence.

<u>RESOLUTION 2024-124:</u> Motion by Aaron Smith, seconded by Joe Patterson, to deny the application for the placement of an honorary street sign in the name of "Veterans Way" on the existing signpost at Veterans Memorial Drive and Main Street in Gatesville, Texas. All five voting "Aye", motion passed.

12. Discussion and possible action regarding the closure of the historic 1904 Leon River Bridge to all traffic, including pedestrians, due to safety concerns. (Brad Hunt)

Mr. Hunt explained the historic value of the Leon River Bridge and reminded Council of the extensive community interest in this bridge between 2015 and 2019. Since the partial restoration and rededication in 1994, it has been in a state of declining repair with no record of maintenance done in the last 30 years. The bridge remains open to pedestrian traffic, but there is an increasing concern that it may fail catastrophically even under these reduced loads. TxDOT provided the City with a 2019 bridge inspection report that stated in writing that they would not recommend allowing any type of crossing. Game cameras were installed to monitor the bridge's activity for four weeks. The cameras documented over 200 crossings by walkers, bicyclists, and motorcyclists. Staff recommend temporarily closing the Leon River Bridge to address safety concerns and allow for future consideration of funding for repairs.

<u>RESOLUTION 2024-125</u>: Motion by Greg Casey, seconded by Jon Salter to temporarily close the Leon River Bridge to address safety concerns and allow for future consideration of funding for repairs. All five voting "Aye", motion passed.

13. Discussion and possible action regarding the south sewer line upgrade with State and Local fiscal recovery funds (SLFRF). (Mike Halsema)

Mr. Halsema stated this item has changed and a new report will be presented at the next meeting.

NO ACTION WAS TAKEN ON THIS ITEM.

14. Discussion and possible action regarding an agreement between the Coryell County Youth Fair Board and the City of Gatesville for concrete work at the Civic Center Agricultural Barn.

(Brad Hunt)

Keith Smart with Coryell County Youth Fair Board came forward. Mayor Chumley asked about the mechanics of showing the animals. Mr. Smart stated shavings are brought in to show the animals.

<u>RESOLUTION 2024-126:</u> Motion by Joe Patterson, seconded by Aaron Smith to approve an agreement between Keith Smart of the Coryell County Youth Fair Board of Directors and the City of Gatesville, regarding improvements to the Agricultural Barn at the Gatesville Civic Center, and grant City Manager Hunt authority to execute the agreement. All five voting "Aye", motion passed.

15. Discussion and possible action regarding an On-Call Planning and Development Review professional service agreement with Freese & Nichols, Inc. (FNI). (Holly Owens)

Ms. Owens explained in January of 2024, a professional services agreement not to exceed \$49,980 was entered into with Freese & Nichols for on call planning services and in June of 2024 that agreement was amended to add \$30,000. Due to a large influx of projects that had arrived prior to September, those funds have been used and Staff is requesting an additional \$30,000 to have on hand for on-call planning and development review services. Staff are working to reduce these services with in-house review and therefore reduce the financial impact, however, there may be a time that their services are needed again. This amendment is more of a safety net to guarantee the services are available instead of an on-going expenditure and Staff is working to add third-party review costs to the fee schedule to be reimbursed by the developer for future projects.

David Jones with FNI came forward to address any questions or concerns of the Council.

<u>RESOLUTION 2024-128</u>: Motion by Kalinda Westbrook, seconded by Greg Casey to approve Resolution 2024-128 amending the On-Call Planning and Development Review professional service agreement with Freese & Nichols, Inc., authorizing the City Manager to execute all related documents. All five voting "Aye", motion passed.

16. Discussion regarding an Ordinance 2024-11, amending the Gatesville Code of Ordinances by amending Chapter 48 - Subdivisions; Providing a Severability Clause; Providing a Savings Clause; and Providing for an Effective Date. (2nd Reading of Ordinance 2024-11) (Holly Owens)

Ms. Owens stated this ordinance is an amendment adding definition and procedure language for minor plats and bringing other items current with legislation and standards. The amended language regarding the requirement of performance bonds in lieu of a line of credit was explained further due to questions from Council at the last meeting.

ORDINANCE 2024-11: Motion by Greg Casey, seconded by Joe Patterson to adopt the amendment to the Gatesville Code of Ordinances by amending Chapter 48 – Subdivisions to the next meeting. All five voting "Aye", motion passed.

17. Discussion regarding an Ordinance of the City of Gatesville, Texas amending the Gatesville Code of Ordinances at Chapter 10 "Buildings and Building Regulations", Article II "Technical Codes", by adding a new Division 4 "Portable Buildings and Containers"; Providing a Penalty of Fine not to Exceed \$500; Providing a Severability Clause; Providing a Savings Clause; and Providing for an Effective Date. (2nd Reading of Ordinance 2024-12) (Holly Owens)

Ms. Owens explained the ordinance and regulations for portable buildings and stated that there were no changes from the previous reading.

Mayor Chumley verified that any existing container is grandfathered. Ms. Owens stated yes.

Councilman Smith verified that the containers cannot be lived in. Ms. Owens stated yes.

Councilwoman Westbrook asked how many portable buildings are currently in the city. Ms. Owens stated she had driven the city and did not find a lot.

ORDINANCE 2024-12: Motion by Aaron Smith, seconded by Jon Salter to adopt the amendment to the Gatesville Code of Ordinances at Chapter 10 "Building and Building Regulations", Article II "Technical Codes", by adding a New Division 4 "Portable Buildings and Containers" to the next meeting. All five voting "Aye", motion passed.

22. Adjourn Meeting

City Council adjourned at 7:25 P.M.

I hereby attest that the above agenda was posted on this the 8th day of November, 2024 by 5:00 p.m. on the official City of Gatesville website, www.gatesvilletx.com and the official bulletin boards at the Gatesville City Hall, 803 E. Main Street and Gatesville Council Chambers, 110 N. 8th Street, Gatesville, Texas.

The City of Gatesville council chambers are wheelchair accessible and accessible parking spaces are available at the back entrance of City Hall. Requests for accommodation 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 howens@gatesvilletx.com for further information.

As authorized by section 551.071 of the Texas Government Code, this meeting may be convened into closed, executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein. The City of Gatesville reserves the right to reconvene, recess, or realign the regular session or called executive session or order of business as set forth on the agenda at any time prior to adjournment.

ATTEST:	APPROVED:	
Holly Owens	Gary M. Chumley	_
City Secretary	Mayor	



Consent Agenda: #7 Resolution 2024-132

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Wendy Cole, City Secretary

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

Information:

It is time for taxing units within the county to cast votes to appoint five members to the Coryell County Appraisal District Board (CCAD). Each taxing entity was entitled to nominate one to five candidates for the CCAD Board of Directors via resolution before October 15, 2024. Andy James has served on the CCAD Board since 2021 and has agreed to serve another term.

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

Traditionally, the city nominates a candidate in coordination with the school district. This approach ensures that when it is time to cast our votes, we do so cooperatively, intending to have at least one representative on the Coryell Central Appraisal District Board who can effectively advocate for the interests of the City of Gatesville and the School District. The School District nominated Andy James at the September 23, 2024 School Board Meeting and cast all of their allotted 745 votes during their November School Board Meeting for Andy James.

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

Staff Recommendation:

The staff recommends that the City Council cast City of Gatesville's 262 votes to re-appoint Andy James to the Coryell Central Appraisal District Board of Directors.

<u>Motion:</u> I make a motion to approve Resolution 2024-132 casting the City of Gatesville's 262 votes for Andy James as a member to the Board of Directors of the Coryell Central Appraisal District Board of Directors.

Attachments:

- Resolution 2024-132 candidate ballot
- Ballot for the 2025 Election of CCAD Board of Directors.
- 2025 Election Calculation.

<u>Staff Contact:</u> Wendy Cole, City Secretary <u>wcole@gatesvilletx.com</u>



705 E MAIN STREET GATESVILLE, TX 76528



GATESVILLE, TX 76528 Res. 2024-132

RESOLUTION BY THE GOVERNING BODY OF CITY OF GATESVILLE

TO VOTE ON CANDIDATES FOR APPOINTMENT TO THE BOARD OF DIRECTORS OF THE CORYELL CENTRAL APPRAISAL DISTRICT

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF GATESVILLE:

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

Candidate	Number of Votes

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

	CITY OF GATESVILLE
ATTEST:	By:(Presiding Officer Signature)
By:(Secretary Signature)	



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



Coryell Central Appraisal District Board of Directors Ballot for 2025 Election

	Candidate Name	Number of Votes
•	Bradi Diaz	
•	Inez Faison	
•	Kevin George	
•	Andy James	
	Jay Manning	
	Kyle Matthews	
•	Dale Treadway	
)	Scott Weddle	



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



Coryell CAD 2025 Board of Director Election Voting Calculation

As Of Supp 108

As Of Supp 108					
				Total	
Jurisdiction	2023	% of Total Levy	% x 1000	Votes	
Coryell County	\$16,327,473	25.39%	254	1270	
Copperas Cove ISD	\$15,200,412	23.64%	236	1182	
City of Copperas Cove	\$14,233,515	22.14%	221	1107	
Gatesville ISD	\$9,584,748	14.91%	149	745	
City of Gatesville	\$3,371,240	5.24%	52	262	
Central Texas College	\$2,009,709	3.13%	31	156	
Oglesby ISD	\$947,605	1.47%	15	74	
Jonesboro ISD	\$851,052	1.32%	13	66	
Evant ISD	\$689,545	1.07%	11	54	
Moody ISD	\$362,074	0.56%	6	28	
Middle Trinity GCD	\$292,381	0.45%	5	23	
Crawford ISD	\$127,002	0.20%	2	10	
Evant City	\$96,299	0.15%	1	7	
Clifton ISD	\$75,335	0.12%	1	6	
City of McGregor	\$47,876	0.07%	1	4	
City of Oglesby	\$49,062	0.08%	1	4	
Lampasas ISD	\$21,802	0.03%	0	2	
Valley Mills ISD	\$13,113	0.02%	0	1	
•					
TOTALS	\$64,300,242	100.00%	1000	5000	

Votes Needed to Guarantee Election

5000/6

834



Agenda item # (consent)

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Bradford Hunt, City Manager

Agenda Item: Discussion and possible action regarding a resolution of support for the Central

Texas Water Alliance.

Information:

Public Works Director Chad Newman and City Manager Brad Hunt have been made aware of a coalition of entities in our region who are investigating the development of the "Central Texas Water Alliance." Intended as a regional water supply entity for a large portion of Central Texas, the Alliance would support near term water projects and long term water supply issues across the region. Please see Attachment 1 for more information.

As it remains in its formative stages, the Alliance has requested resolutions of support from area water providers. To-date, the Alliance reports support from Bell County, Belton, Bluebonnet WSC, Clearwater Underground Water Conservation District, Copperas Cove, Fort Cavazos (draft received), Harker Heights, Kempner WSC, Salado, WCID 1, and WCID 3 (Nolanville). Pending support is further expected from Central Texas WSC, Killeen, Moffat WSC, Morgans Pt. Resort, and City of Troy.

Financial Impact:

None currently.

Staff Recommendation:

The staff recommends that the City Council adopt a resolution supporting the creation of a water authority currently led by Bell County and tentatively entitled "Central Texas Water Alliance." Please see Attachment 2 for Resolution.

Motion:

I make the motion to adopt a resolution supporting the creation of a water authority currently led by Bell County and tentatively entitled "Central Texas Water Alliance."

Attachments: Information overview, resolution

Staff Contacts: Bradford Hunt, City Manager – bhunt a gatesvilletx.com

Att. 1, Overview of CTX Water Alliance

REGIONAL WATER SUPPLY ENTITY FOR CENTRAL TEXAS

CENTRAL TEXAS WATER ALLIANCE

THE NEED FOR NEW SUPPLY OPTIONS & RESILIENCY

Since the impoundment of Lake Belton in 1954 Central Texas has had an abundant water supply for residents, businesses, and industry. Three generations of Central Texans have relied on that supply for their needs. Now, some 70 years later, new supply options are needed. Texas is the fastest growing state in the country, with Bell County and the Central Texas region growing at a faster rate than Texas. Growth along the Interstate 35 and Interstate 14 corridors is forecasted to continue for the foreseeable future.

Under the leadership of Bell County, several water purveyors, and stakeholders, a Central Texas Water Alliance is potentially forming to be a catalyst to leverage support for near term regional water projects as well as pursue long term water supply for the next generations of Central Texans.

BENEFITS OF ACTIONABLE SOLUTIONS



1

Meeting Current Water Supply Challenges

No single entity in the region has the capacity, either in existing water supply and/or infrastructure to meet the needs and challenges for the region with the anticipated demands of the growth and expansion that is forecasted. A consortium of entities, leveraging individual interests and resources, will help address this challenge.

2

Economic Development

A reliable regional water source is essential to support sustainable economic growth, enabling new businesses to establish themselves in the area and existing industries to expand without facing water-related constraints.



Public Health and Safety

Access to a secure and clean water supply is critical for public health, reducing the risk of waterborne diseases, and ensuring that residents have access to safe drinking water at all times.



Environmental Protection

Developing a managed regional water source will help protect local ecosystems by reducing the over-extraction of groundwater and preserving rivers and lakes from depletion and pollution.



Long-term Sustainability

Investing in a regional water source will provide a long-term solution to water scarcity, ensuring that future generations have the resources they need to thrive in a changing climate and increasingly volatile global water landscape.

ALLIANCE GUIDING PRINCIPALS





30,000-45,000 ac-ft

Projected shortfall of supply needs by 2070



5-10

Planned Supply Endeavors



?

na

Entitles representing I-14 to I-35 corridor

CONTACT

David Blackburn, County Judge 254.933.5100 David Blackburn@belicounty.texas.gov

- We are committed to ensuring the safety and well-being of our communities by establishing
 a reliable and sustainable regional water source. This is not just a project; it is a promise to
 protect the health and security of every individual who depends on this vital resource.
- We will drive economic growth and development by securing a stable water supply that businesses and industries can rely on. Our commitment is to create an environment where companies can thrive, knowing that their water needs are met both now and in the future.
- We guarantee the preservation of our natural resources through responsible water management practices. By investing in a regional water source, we are pledging to safeguard our environment for generations to come.
- We pledge to provide equitable access to clean water for all citizens in our region. This
 project is our vow to ensure that every person, regardless of their location or economic
 status, has access to the essential water resources they need to live and prosper.
- We are dedicated to building a resilient infrastructure that can withstand the challenges of tomorrow. Our commitment to this regional water source is a commitment to the long-term safety, security, and sustainability of our community.

Frequently Asked Questions

Who are the Central Texas Water Alliance participants?

Formal partners of the Central Texas Water Alliance are...

The Alliance is pursuing an agreement in place with the Brazos River Authority to share in water treatment and



· What are the Central Texas Water Alliance objectives?

treated water pipelines to deliver water to the cities in Bell, Coryell, Milam, Falls, and Lampasas Counties.

The objective is to develop a cost-efficient project for public water supply treatment and delivery, as well as manage future water need in a fast-growing region by supplementing current water supply with groundwater from the Simsboro Layer of the Carrizo-Wilcox Aquifer. In addition, develop, construct and management ASR locations for storage of regional groundwater as well as excess surface water during high flow conditions.

What is the expected timeline for providing water supply?

The Alliance as a Regional Water Authority began the planning process in 2024 and plans on starting to deliver water to Central Texas in 2030.

What is a Regional Water Authority?

A water authority is a political subdivision of the State of Texas created by the Texas Legislature with the ability to develop water supply, transport water, and develop wastewater treatment facilities. The Central Texas Water Alliance will be created through the passage of legislation authority and filed by local State Representative, Brad Buckley and State Senator, Pete Flores in the 88th Texas Legislature in 2025.

· How is the project funded?

Each of the members contribute funding for the project in percentages proportionate to water supplied. Capital funding of the infrastructure is primarily provided by way of bond issuances through the Texas Water Development Board and Federal Infrastructure funds leverage with the Support of Congressman Carter. The operations and maintenance of the Alliance are funded directly by the authority sponsors and grants.

How are resources from the Simsboro Layer of the Carrizo-Wilcox aquifer and the Hosston Layer of the Trinity Aquifer managed?

Aquifers in Texas are primarily managed by individual groundwater conservation districts. In the area of the Alliance project, the Carrizo-Wilcox Aquifer is managed by the Post Oak Savannah Underground Water Conservation District (POSGCD) and the Trinity Aquifer is managed in part by the Clearwater Underground Water Conservation District (CUWCD). The two districts work together with other districts in a larger regions, known as Groundwater Management Areas (GMA), to determine what future they want for the aquifers. The groundwater districts, GMA-8, and GMA-12 rely on Groundwater Availability Models (GAMs) which are computer programs that account for water. 1) remaining in the aquifer, 2) leaving the aquifer, and/or 3) entering the aquifer. They help predict the impact of pumping systems. Advanced use of these models are underway and will also necessitate the need for water level monitoring once the wells become productive. Scientists collect and organize data associated with groundwater and aquifer properties, including groundwater levels, well drilling reports, pumping records, and rock and sediment types. They add it to data on streams, lakes, springs, precipitation, climate, surface water runoff, geologic structure, vegetation maps, root depth, evaporation, and more. This information is analyzed to quantify aquifer properties and groundwater inflows and outflows.

How does this affect long term supply of the Simsboro Layer of the Carrizo-Wilcox aquifer and the Hosston Layer of the Trinity Aquifer?

The Central Texas Water Alliance will have agreements in place with both groundwater conservation districts, which provide oversight of water usage to ensure that supply is available in the long-term. They calculate each permit by calculating estimated future water usage, supply, and demand, and ensure that water supply levels are sustained. The permits are created with the intent to preserve the aquifer and its water resources for many generations to come.

Att. 2, Resolution

RESOLUTION NO. 2024-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, SUPPORTING THE CREATION OF THE CENTRAL TEXAS WATER ALLIANCE, AND PLEDGING SUPPORT FOR THE GOALS OF SECURING WATER FOR THE FUTURE OF CENTRAL TEXAS TO MEET THE DEMANDS OF GROWTH, DEVELOPMENT, AND PUBLIC SAFETY, AND PROVIDING FOR AN OPEN MEETINGS CLAUSE.

WHEREAS, the City of Gatesville as a municipality that maintains a water distribution system, has an interest and responsibility to maintain an adequate supply of water to meet the demands of growth and to provide for public health and safety; and

WHEREAS, the Gatesville City Council believes the creation of the Central Texas Water Alliance is a necessary and crucial step in providing water to meet the ever-increasing demand posed by all citizens and businesses in this growing community; and,

WHEREAS, every community depends upon sustainable sources of water to provide for the emotional, physical, and economic well-being of citizens; and,

WHEREAS, the creation of the Central Texas Water Alliance will be beneficial to the City of Gatesville in its pursuit of providing a safe and healthy future for the community.

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

SECTION 1. The City Council of the City of Gatesville hereby finds all of the above premises to be true and correct legislative and factual findings, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2. The City Council of the City of Gatesville endorses the creation of the Central Texas Water Alliance.

SECTION 3. The City Council of the City of Gatesville urges the Texas Legislature to enact statutes authorizing the creation of the Central Texas Water Alliance for the benefit of the region.

SECTION 4. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, on this the 10th day of December, 2024.

	CITY OF GATESVILLE, TEXAS	
	APPROVED:	
	Gary Chumley, Mayor	
ATTEST:		
Wendy Cole, City Secretary		
APPROVED AS TO FORM:		
Victoria W. Thomas, City Attorney 4870-4316-4804, v. 1		



Agenda item #8

CITY COUNCIL MEMORANDUM

Date: December 10, 2024
To: Mayor & City Council

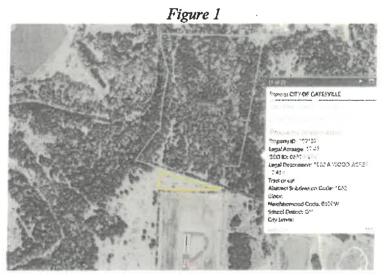
From: Bradford Hunt, City Manager

Agenda Item: Discussion and possible action regarding agreement to acquire land north of

Gatesville Airport in exchange for tree removal and culvert installation services.

Information:

City Manager Hunt has been in discussions with Mr. Donald R. Strieber since May 2024 regarding City's acquisition of a portion of his land north of the Gatesville Airport. This 1.163-acre section of Mr. Strieber's land lies between the north fence line of the airport and an additional 17.47-acre tract already owned by the City, to the north of the section under consideration (please see figure 1).



Mr. Strieber advised that he has been in intermittent discussions with three former City Managers about this tract, and Mr. Hunt observes that there is good reason the City has been interested in the property for so long. The City's acquisition of this tract of land makes sense in that any long-term plan for airport expansion depends on connecting existing airport property to the existing vacant City-owned 17.47-acre tract to the north. Adding the 1.163-acre tract to our 17.47-acre tract will connect both properties to the airport, thus expanding the airport's footprint from about 52.6 to 71.2 acres (an increase of over 35%).

Mr. Strieber and Mr. Hunt were able to agree to the following general terms for City's acquisition of 1.163 acres of his land (see attached Agreement for all details):

- Strieber Obligations: Conveyance of the Property. At the time of execution of this
 Agreement, Strieber shall also execute a general warranty deed in a form acceptable to the
 City to convey the Property to the City (the "Deed"). Upon completion of the City's
 obligations under the agreement, Mr. Strieber will convey the original executed deed to the
 City. Note: tax and property closure payments are further outlined in the agreement.
- 2. City Obligations:
 - a. Subject to the terms and conditions of the Agreement, City agrees, at City's cost, to perform or cause to be performed, removal of a 1,000 foot portion of the Tree Line. This section may be removed utilizing heavy equipment, and work will be performed by City.
 - b. Subject to the terms and conditions of the Agreement, City agrees to contract with Strieber's preferred contractor for removal of an additional 1,200 foot portion of the Tree Line, at City's cost, it being agreed by the Parties that City's cost for this removal shall not exceed Eight Thousand (\$8,000.00) and No/100 Dollars. This second section is arrayed over an existing water line and heavy equipment may not be used, so it is a cost effective option for the City to pay Mr. Strieber's preferred contractor for this portion of work.
 - c. Within seven (7) business days of completion of the removal of the Tree Line, City will commence or cause to be commenced installation, at City's sole cost, of a twenty (20') foot culvert under Strieber's driveway. The culvert will assist with routing stormwater runoff underneath Strieber's driveway, from the airport property into a field to the west. The exact placement of the culvert shall be approved by Strieber in writing prior to commencement of installation.
 - d. After completion of removal of the Tree Line, City shall, at City's sole cost, construct, or cause to be constructed an industry standard, three-wire cattle fence with t-posts (the "Fence") along the eastern side of the Property. This will delineate the newly-defined western property line of the conveyed 1.163-acre tract.

In summary, if approved by Council the City will perform, or cause to be performed, agreed-upon work on Mr. Strieber's land in exchange for conveyance of a 1.163-acre tract of that land to the City. The associated costs, as outlined in the Financial Impact paragraph below, remain within the fair market value of a tract of land of this size in the Gatesville area of Coryell County.

The attached Agreement was written by City Attorney Victoria Thomas and approved by Mr. Donlad Strieber and Mrs. Marcia Strieber.

Financial Impact:

\$1,700 Survey (already paid):

Contract work, tree removal: \$8,000 (max) \$3,000 (est.) City work, tree removal:

City work, culvert installation: \$1,000 (est.) City work, fence installation: \$1,000 (est.)

Closing costs for deed transfer: \$1,100 (est.) \$15,800 (estimate)

Not to exceed: \$20,000

Staff Recommendation:

The staff recommends that the City Council approve an agreement between Donald and Marica Strieber and the City of Gatesville in regard to the City performing, or causing to be performed, agreed-upon work on the Strieber's land and payment of other costs not to exceed a total expenditure of \$20,0000, in exchange for conveyance of a 1.163-acre tract of that land to the City; and authorize the City Manager to execute said agreement.

Motion:

Total:

I make the motion to approve an agreement between Donald and Marica Strieber and the City of Gatesville in regard to the City performing, or causing to be performed, agreed-upon work on the Strieber's land and payment of other costs not to exceed a total expenditure of \$20,0000, in exchange for conveyance of a 1.163-acre tract of that land to the City; and authorize the City Manager to execute said agreement.

Attachments: Agreement with Survey, Information on Currently-Owned City Land, and Copy of Warranty Deed

Staff Contacts: Bradford Hunt, City Manager - bhunt a gatesvilletx.com

Att. 1, Agreement

LAND ACQUISITION AGREEMENT BETWEEN DON STRIEBER AND THE CITY OF GATESVILLE

THE STATE OF TEXAS §

COUNTY OF CORYELL §

THIS LAND ACQUISITION AGREEMENT ("Agreement") is made and entered into as of the last date of execution (the "Effective Date") by and between Donald R. Strieber and Marcia Steiber, together a private landowner ("Strieber"), and the City of Gatesville, a Texas municipality ("City"). City and Strieber may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Strieber is the sole current owner of an approximately 87.06 acre tract of land adjacent to the Gatesville Municipal Airport, identified in Coryell CAD by Property ID number 151494 (the "Strieber Land"); and

WHEREAS, City desires to purchase a 1.163 acre portion of the Strieber Land, said 1.163 acre tract being described and depicted in the survey attached hereto and incorporated herein by this reference as Exhibit "A" (the "Property") and

WHEREAS, Strieber has agreed to transfer ownership of Property to City in exchange for City's agreement to remove or cause to be removed an approximately 2,200 linear feet tree line, being of an approximate 20 feet in width, the location of which is depicted on Exhibit "B" attached hereto and incorporated herein by this reference (the "Tree Line") and to install a twenty-foot culvert under his driveway located adjacent to the Tree Line as depicted on Exhibit "B" (the "Culvert"); and

WHEREAS, the Parties desire to enter into this Agreement providing the terms and conditions for the City to remove or cause to be removed the Tree Line and install or cause to be installed the Culvert in exchange for Strieber's conveyance of a general warranty deed to the City for the Property;

NOW THEREFORE, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Strieber and City agree and contract as follows:

AGREEMENT

1. Recitals

The Parties agree that the recitals set forth above are true and correct and they are incorporated herein by this reference as though fully set forth herein. Shorthand terms

LAND ACQUISITION AGREEMENT BETWEEN DONALD AND MARICA STRIEBER AND THE CITY OF GATESVILLE

assigned in the recitals have the same meaning when used in this Agreement as stated in the recitals.

2. Strieber Obligations: Conveyance of the Property.

- (a) At the time of execution of this Agreement, Strieber shall also execute a general warranty deed in a form acceptable to the City to convey the Property to the City (the "Deed"). Following execution, the Deed shall be held by Strieber. Strieber shall submit a copy (so marked) of the executed Deed to the City Manager within two business days of the Effective Date as proof of execution of the Deed.
- (b) Strieber shall retain possession of the original Deed until completion by City of its obligations under this Agreement. Upon notification by City of completion of its obligations under this Agreement, Strieber shall verify such completion within two (2) business days of such notice.
- (c) Upon such verification, Strieber shall immediately deliver to the City Manager of the City:
 - i. the original executed Deed to City Manager of the City of Gatesville who may thereafter cause the Deed to be recorded in the property records of Coryell County, Texas; and
 - ii. proof of payment of ad valorem taxes for the Property through the current tax year.

3. City Obligation: Removal of Tree Line

- (a) Subject to the terms and conditions of this Agreement, City agrees, at City's cost, to perform or cause to be performed, removal of a 1,000 foot portion of the Tree Line. Said 1,000 foot long by 20 foot wide portion being generally depicted and identified on Exhibit "B" attached hereto and incorporated herein by this reference. on Strieber's property. Within two (2) days of the Effective Date, Strieber shall plainly mark, via yellow caution tape wrapped around each trunk at approximately chest level, each tree Strieber wishes to keep within the 1,000 foot portion of Tree Line and notify City in writing of the total number of trees marked to be retained within said 1,000 foot portion.
- (b) With regard to the removal of this 1,000 foot portion of the Tree Line, City will abide by the following conditions:
 - i. This tree removal will be coordinated with the removal of the remaining 1,200 feet of the Tree Line as more particularly described hereinbelow;
 - ii. Heavy equipment may be utilized for the removal;
- iii. Brush removal or mulching shall be provided by City at its cost.; and
- iv. Brush piles and old fencing waste may not remain on the Strieber Property and must be removed by City.
- (c) Subject to the terms and conditions of this Agreement, City agrees to contract with Strieber's preferred contractor for removal of a 1,200 foot long by 20 foot wide portion of the Tree Line, identified and depicted on Exhibit "B," at City's cost, it being agreed by the Parties that City's cost for this removal shall not exceed Eight Thousand (\$8,000.00)

and No/100 Dollars. If Stieber's preferred contractor's total cost for the removal exceeds \$8,000.00, Strieber agrees to reimburse City for all amounts in excess of \$8,0000.00 within thirty (30) days of receipt of request for payment by City, accompanied by contractor's invoices and proof of payment of the same by City. Within two (2) days of the Effective Date, Strieber shall plainly mark, via yellow caution tape wrapped around each trunk at approximately chest level, each tree Strieber wishes to keep within the 1,200 foot portion of Tree Line and notify City in writing of the total number of trees marked to be retained within said 1,200 foot portion.

- (d) With regard to the removal of this 1,200 foot portion of the Tree Line, the Parties further agree as follows:
 - i. City will advise Streiber's preferred contractor (the "Contractor") that removal methods must be employed that are designed to protect Strieber's water line which is buried on the 1,200 foot portion of the Tree Line and that such removal methods should be expressly identified in Contractor's bid.
 - ii. City's agreement with Contractor will prohibit Contractor from using heavy equipment over or near the Strieber waterline.
- iii. Contractor removal and disposal of the brush generated by the Tree Line removal must be required in the City's agreement with the Contractor.
- iv. City's agreement with Contractor will include (1) an agreement by Contractor to compensate City and/or Strieber, as the case may be, for all expenses resulting from any damage to the water line caused by Contractor, its agents, representatives, employees, or subcontractors (including subcontractor's agents, representatives, and employees) directly and (2) an agreement by Contractor to provide to City proof of adequate insurance to cover claims by City or Strieber, as the case may be, for damages resulting from any damage to the water line caused by Contractor, its agents, representatives, employees, or subcontractors (including subcontractor's agents, representatives, and employees).
- v. City shall offer response and assistance to repair any water line damage, should any help be needed.
- vi. Strieber's preferred contractor is Ashley's Landscaping & Services, 14813 State Hwy. 36, Jonesboro, Texas 76538, 254-239-8842.

4. City Obligation: Installation of Culvert.

(a) Within seven (7) business days of completion of the removal of the Tree Line, City will commence or cause to be commenced excavation of airport property to facilitate proper drainage of storm water runoff and further commence installation, at City's sole cost, of a twenty (20') foot culvert under Strieber's driveway, said culvert to be located north of

- the second gate on said road, the location of the culvert being generally depicted on Exhibit "B" hereto.
- (b) The exact placement of the culvert shall be approved by Strieber in writing prior to commencement of installation.

5. City Obligation: Installation of Fencing.

After completion of removal of the Tree Line, City shall, at City's sole cost, construct or cause to be constructed an industry standard, three-wire cattle fence with t-posts (the "Fence") along the western side of the conveyed Property.

- 6. Indemnity. IN ANY PROCEEDING, STRIEBER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, CONTRACTORS, ATTORNEYS, AND/OR CONSULTANTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM, AND AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE, LIENS, CLAIMS, DEMANDS, ACTIONS, SUITS, JUDGMENTS, AND LITIGATION EXPENSES OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND FURTHER EXCEPT TO THE EXTENT OF ANY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNITEES.
- 7. Force Majeure. In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure will be suspended during the continuance of the inability, as long as the Party exercises due diligence to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected shall give notice and full particulars of the force majeure to the other Party.

The cause, as far as possible, will be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inabilities of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. The Parties understand and agree that the settlement or strikes and lockouts will be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch does not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if, in the judgment of the Party having the difficulty, the settlement is unfavorable to it.

8. Notices. Any notice given by either Party to the other Party under this Agreement must be in writing and may be accomplished by personal delivery or by sending the notice by registered or certified mail, return receipt requested, to the address set forth below. Notice will be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to City will be addressed:

City of Gatesville Attn: City Manager 803 E. Main Street Gatesville, Texas 76528

Any notice mailed to Strieber will be addressed:

Don and Marica Strieber 840 Chitwood Road Gatesville, Texas 76528

Either Party may change the address for notice to it by giving written notice of the change in accordance with the provisions of this paragraph.

9. Breach of Contract and Remedies.

- (a) If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with a notice of the breach within fifteen (15) days of discovery of the breach by the non-breaching Party. Upon delivery of notice of breach, the breaching Party will have thirty (30) days to cure the breach. If the breaching Party does not cure the breach within the thirty (30) days, the non-breaching Party will have all rights at law and in equity, including the right to enforce specific performance of this Agreement by the breaching Party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith and the right to terminate this Agreement.
- (b) Termination of this Agreement by a non-breaching Party will not affect any previous conveyance made in accordance with this Agreement.
- (c) The rights and remedies of the Parties provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law and under this Agreement.
- 10. <u>Third Parties</u>. This Agreement is made and entered into solely by the Parties. It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by either Party to the Agreement but not by any third party or alleged third-party beneficiary.
- 11. <u>Captions</u>. Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Agreement, the text shall control.

- 12. <u>Context.</u> Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words will include the singular and the plural.
- 13. <u>Mediation.</u> Prior to the institution of legal action by either Party related to any dispute arising under this Agreement, the dispute will be referred to mediation by an independent mediator mutually agreed upon by both Parties. The cost of the mediator will be shared equally by both Parties.
- 14. <u>Litigation Expenses</u>. The prevailing Party in any legal proceeding brought by a Party to this Agreement against the other Party, for claims under this Agreement, will be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.
- 15. Intent. The Parties covenant and agree that they will execute and deliver any further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.
- 16. <u>Multiple Originals</u>. This Agreement may be executed in multiple originals, any copy of which will be considered to be an original, and all of which will constitute the same document.
- 17. <u>Authority</u>. Each signatory hereto represents and affirms that he/she is authorized to execute this Agreement on behalf of their respective Party.
- 18. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance is ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected thereby and this Agreement will be construed as if such invalid or unconstitutional portion had never been contained therein.
- 19. Entire Agreement. This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein. The Recitals at the beginning of this Agreement are incorporated into the terms of this Agreement for all purposes.
- 20. <u>Amendment.</u> No amendment of this Agreement will be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of City and Strieber.
- 21. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties are expressly deemed performable in Coryell County, Texas.

- 22. <u>Venue</u>. Any action at law or in equity brought to enforce or interpret any provision of this Agreement must be brought in a state court of competent jurisdiction with venue in Coryell County, Texas.
- 23. Successors and Assigns. This Agreement is binding on and will inure to the benefit of the heirs and successors of the Parties.
- 24. Assignability. The rights and obligations of the Parties hereunder may not be assigned.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below (the last date signed is the "Effective Date").

CITY:	STRIEBER:
CITY OF GATESVILLE, a Texas municipality	Doanld R. and Marica Strieber Property owner
Ву:	By:
Name:	Name:
Title:	Name:
Date:	Date:

Exhibit A

HAINES SURVEYING CO.

P. O. BOX 1031 GATESVILLE, TEXAS 76528 Cell 817-233-3846

FIELD NOTES FOR: City of Gatesville, Texas

Dated: September 24, 2024

All that certain 1.163 acres tract or parcel of land located in Coryell County, Texas out of the Alfred Woods Survey Abstract No. 1055 and being a portion of a so-called 90.716 acres tract of land conveyed to Donald R. Strieber etux, Marcia Strieber, by deed recorded in the Deed Records of Coryell County, Texas, Document No. 147313, Tract One, same being more particularly described by metes and bounds as follows; to wit:

BEGINNING at a 5/8" dia. capped iron pin RPLS 4327, set at an old 8" dia. fence corner post for an ell corner in the east line of said Strieber Tract One, the northwest corner of a so-called 12.741 acres tract of land conveyed to the city of Gatesville, Texas, by Quit Claim Deed & Bill of Sale, recorded in the (D.R.C.C.T.) Document No. 204104, Exhibit D, (Airport Tract), (see also deed in Volume 259, Page 315, Tract One, D.R.C.C.T.), same being the southwest corner of this tract. From which a 3/8" dia. iron pin found at an old fence corner post for the southeast corner of said Strieber Tract One, the northeast corner of Strieber Tract Two and the southwest corner of said city of Gatesville 12.741 acres tract, bears S01-34-15W 1109.37 feet. (Strieber call S02-33-02W 1109.24') (Gatesville deed call S02-26W 1110.0').

THENCE North 01 deg. 37 min. 08 sec. East along the um-fenced west line of this tract and severing off the most northeasterly portion of said Strieber Tract One, a distance of 175.84 feet to an 5/8" dia. capped iron pin RPLS 4327, set in an old rock fence and being 1.5' northeast of a wire fence for the northwest corner of this tract, same being in the easterly north line of said Strieber Tract One and also being in the south line of a so-called 17.466 acres tract of land conveyed to the city of Gatesville, Texas, by deed recorded in the (D.R.C.C.T.), Document No. 173451. From which a 5/8" dia. capped iron pin RPLS 4327, set at an old 6" dia. cedar fence post at the intersection of two old rock fences on the top of a bluff, same being an ell corner in said Strieber Tract One and the southwest corner of said city of Gatesville 17.466 acres tract, bears N72-01-33W 194.89. (Strieber total deed call S71-04-43E 712.97') (Gatesville 17.466 acres tract total deed call S71-16-49E 712.82').

THENCE South 72 deg. 01 min. 33 sec. East along easterly north line of said Strieber Tract One and the southwest line of said city of Gatesville 17.466 acres tract and also being along an old wire fence, same being on the southwest side of an old rock fence, a distance of 518.32 feet to a 3/8" dia. iron pin found at a fence corner for the most north easterly northeast corner of said Strieber Tract One, the northeast corner of this tract, the southeast corner of said Gatesville 17.466 acres tract, the northwest corner of a so-called 63.46 acres tract of land conveyed to Brivibas Investori, LLC, by deed recorded in the (D.R.C.C.T.), Document No. 349819 and also being the southwest corner of a so-called 118.72 acres tract of land conveyed to John Shoaf etux, by deed recorded in the (D.R.C.C.T.), Document No. 261405, Exhibit A.

THENCE South 01 deg. 36 min. 59 sec. West along the fenced most easterly east line of said Strieber Tract One and the east line of this tract, same being the west line of said Brivibas Tract, a distance of 27.93 feet to a 3/8" dia. capped iron pin, stamped Wallace Group, found at an old fence corner post for the most easterly southeast corner of said Strieber Tract One, the southeast corner of this tract, same being the northeast corner of said city of Gatesville 12.741 acres Airport Tract and also being a slight corner in said Brivibas Tract. (Strieber call S03-59-58W 27.75') (Brivibas deed call S01-23-17W 27.99').

THENCE North 88 deg. 36 min. 20 sec. West along an old fence on the easterly south line of said Strieber Tract One, the south line of this tract and the north line of said city of Gatesville 12.741 acres tract, a distance of 497.35 feet (Strieber total deed call N87-41-22W 495.67') (Gatesville 12.741 acres tract deed call N87-34W 500.0'), to the PLACE OF BEGINNING and containing 1.163 acres of land.

All iron pins set are 5/8" in diameter with orange plastic caps stamped RPLS 4327. All bearings shown are based on Geodetic (True) North and were derived from GPS observations made during this survey.

I, Mark A. Haines, Registered Professional Land Surveyor in and for the State of Texas, do hereby certify that the property legally described herein and on attached plat is a true, correct and accurate representation of the property legally described, there being no encroachments, conflicts or protrusions except as shown.

Surveyed on the ground September 9, 2024.

Wark a Hainer

Mark A. Haines, Registered Professional Land Surveyor No. 4327.

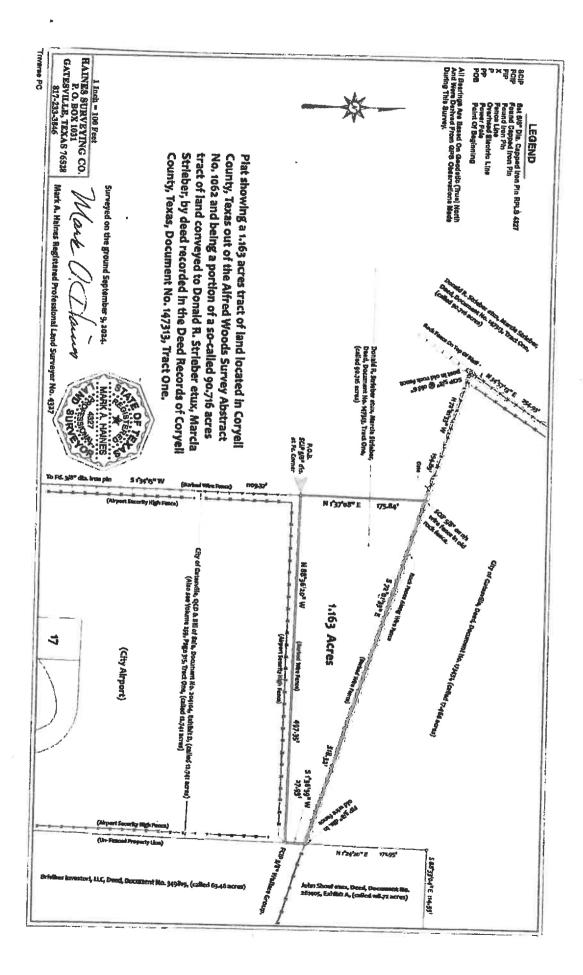
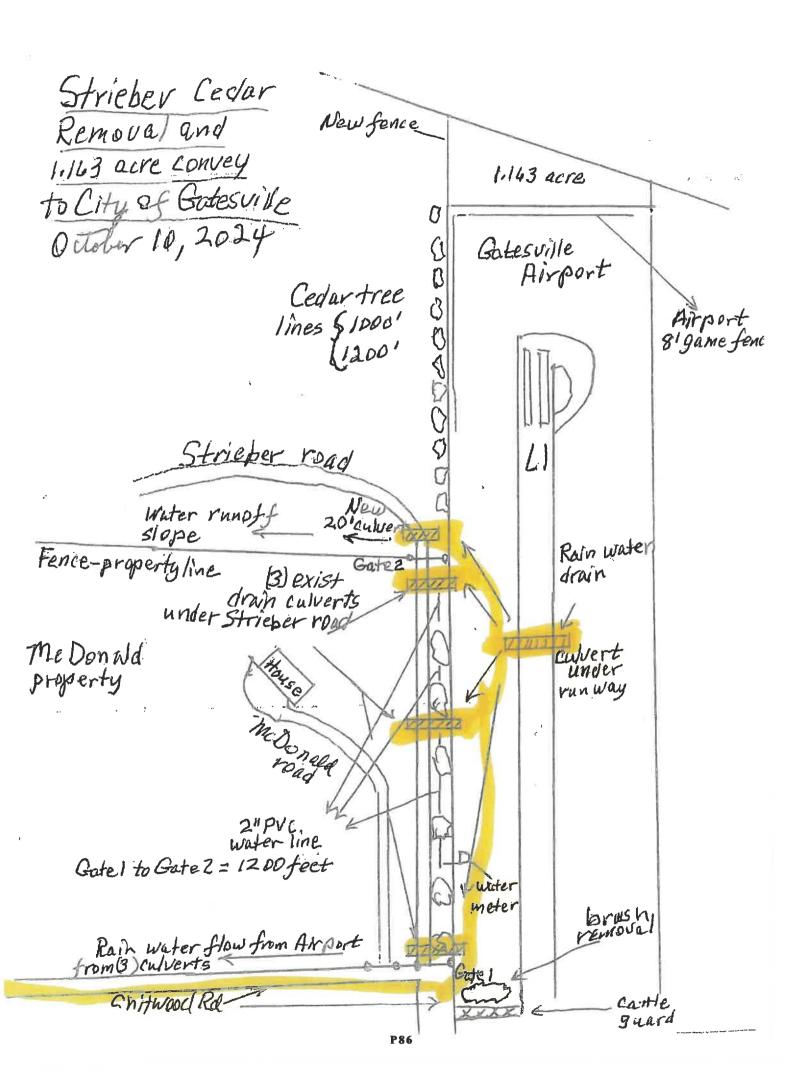


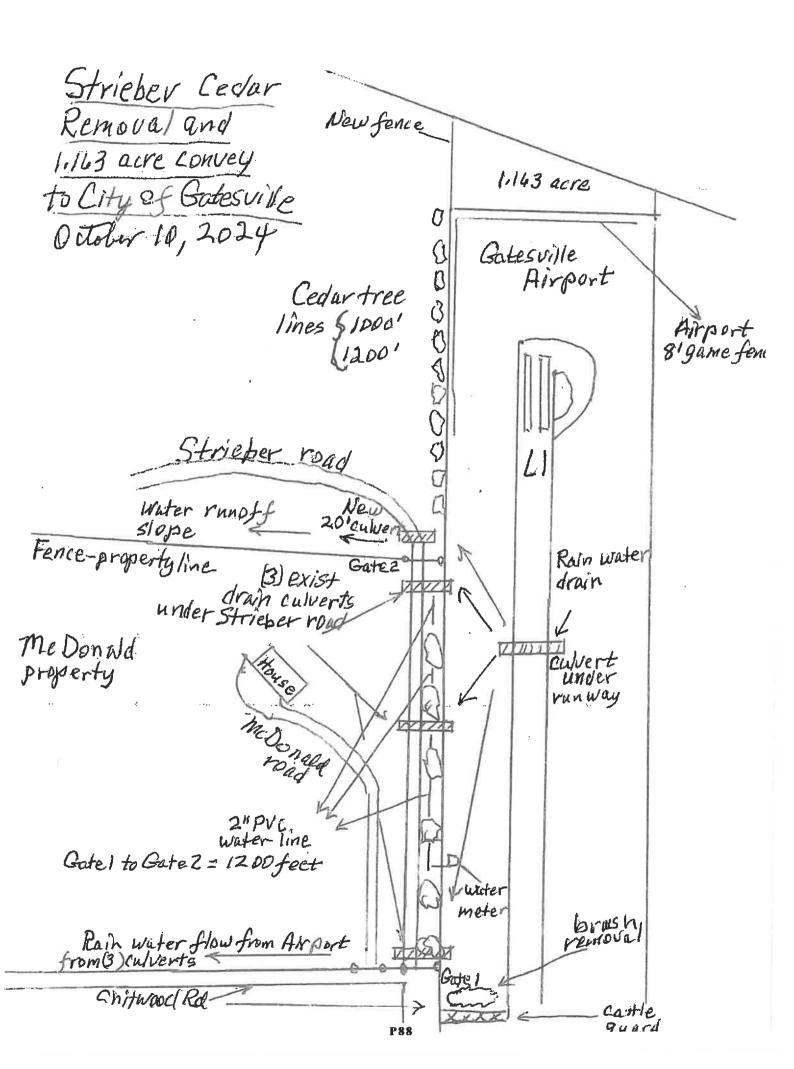
Exhibit B

LAND ACQUISITION AGREEMENT BETWEEN DONALD AND MARICA STRIEBER AND THE CITY OF GATESVILLE



Cedar Tree Removal -Strieber property Work Agreement, October 9, 2024

1 1012 State Hwy 386 36	5 <u>75 00 00</u> 2 week work period Start date: End date:
Ashley's Landscaping is bidding the cedar w (as described) at 840 Chitwood Rd, Gatesvill Critical work directives: Remove cedar trees and old fenceline that sta property and Strieber's 1200 feet road proper buried (see Sketch) beneath the cedar tree lin protection by the contractor will be used to put described clearly the urgency and protection of road equipment will be used over water line to test by City of Gatesville, at water meter will before work begins. Contractor will provide I Mr. Brad Hunt, City Manager, City off Gates repair at such time it may be needed during the Work and equipment described: The contractor will string a guide line over the located, while cedar removal work is perform inches either side of the string line (See sketce The contractor will use chain saws, mulcher/ grinder and manual laborers to complete this to load on truck or trailer to move brush, wir removal. All wire, heavy brush, stumps, etc. I Wood chips/cedar mulch may be disposed of property will be left free of any trash, wire, b bid includes brush removal in the ditch either Strieber's road gate. The 1200feet road prop riding mower over the entire work area for w City of Gatesville: Payment for said work in this agreement will Hunt, City Manager at 254-865-8951. Paid b Strieber and Brad Hunt. Brad Hunt,, date	ands between the City of Gatesville Airport ty. A 2 inch PVC slip joint water line is e on said property. All necessary water line revent water line damage! Strieber has required for all contractor bids! No heavy to complete this work! A water line leak be conducted to verify leak free water line liability policy for waterline protection. wille has offered to assist in water line he cedar removal work. The water line area to keep the water line hed. Cedar removal work will be done 14 the of water line location). wood chipper, stump(operator hand driven) work. Strieber's existing road is available to or fencing, to complete the cedar must be hauled off for proper disposal. on described Strieber property. Strieber trush or mulch during and after work. This is side of road between the cattle guard and perty will be surface prepped to drive a reed maintenance/ grass cutting. The paid by the City of Gatesville, Mr. Brad by City of Gatesville upon approval of Don
Ashley Landua, Contractor	Don Strieber, Property Owner

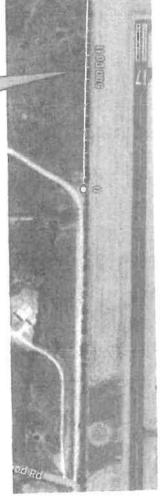


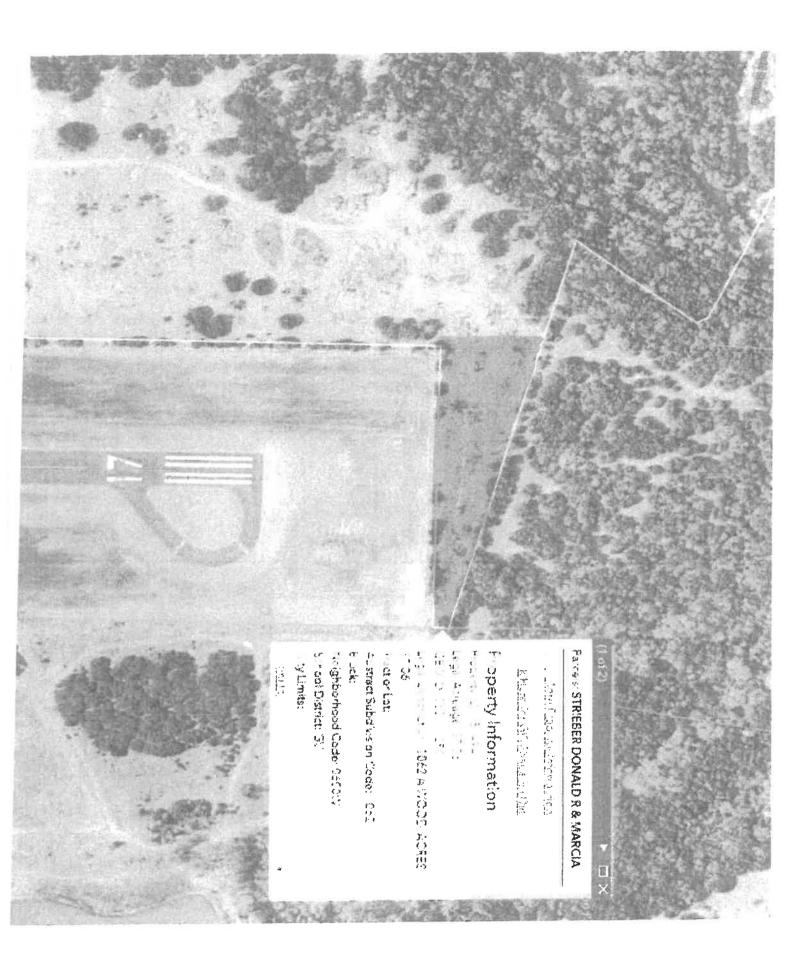
Roughly 1,200 feet of trees cut without heavy equipment 7-27-2024

Roughly 1,000 feet of trees cut with heavy equipment OK

Aerial City of Gatesville Amost and Strieber preperty

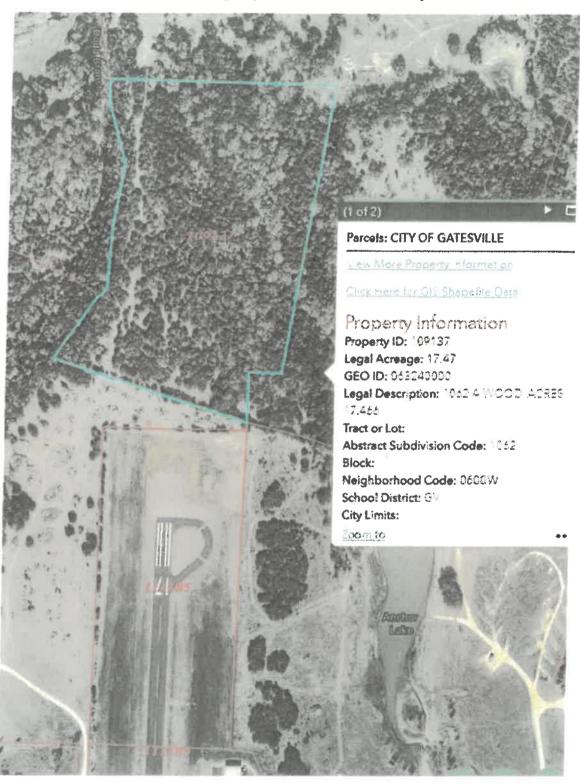
Codar Removal \$1.171and Survey





Att. 2, information on Currently-Owned City Land

Existing City-Owned Land North of Airport



12/4/24, 11:03 AM

about:blank

Property Details

Account

Property ID:

109137

Geographic ID: 063240000

Type:

R

Zoning:

Property Use:

Condo:

Location

Situs Address:

201 AIRPORT RD GATESVILLE, TX 76528

Map ID:

G8

Mapsco:

Legal Description:

1062 A WOOD, ACRES 17.466

Abstract/Subdivision:

1062

Neighborhood:

(0600W) REG 3 GATESVILLE & OUTLYING AREA

Owner

Owner ID:

152342

Name:

CITY OF GATESVILLE

Agent:

Mailing Address:

110 N 8TH STREET

GATESVILLE, TX 76528-1499

% Ownership:

100.0%

Exemptions:

EX-XV -

For privacy reasons not all exemptions are shown online.

■ Property Values

Improvement Homesite Value:

\$0 (+)

Improvement Non-Homesite Value:

\$0 (+)

Land Homesite Value:

\$0 (+)

Land Non-Homesite Value:

\$253,380 (+)

Agricultural Market Valuation:

\$0 (+)

about:blank

12/4/24, 11:03 AM

Market Value: \$253,380 (=)

Agricultural Value Loss: 9 \$0 (-)

Appraised Value: ` \$253,380 (=)

HS Cap Loss: ② \$0 (-)

Circuit Breaker: 2 \$1,296 (-)

Assessed Value: \$252,084

Ag Use Value: \$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

■ Property Taxing Jurisdiction

Owner: CITY OF GATESVILLE %Ownership: 100.0%

Entity	Description	Market Value	Taxable Value
050	CORYELL COUNTY	\$253,380	\$0
GV	GATESVILLE ISD	\$253,380	\$0
CAD	CORYELL CENTRAL APPRAISAL DISTRICT	\$253,380	\$0
MTG	MIDDLE TRINITY GCD	\$253,380	\$0

Total Tax Rate: 1.351238

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
EXMPT	EXEMPT	17.47	760,819.00	0.00	0.00	\$253,380	\$0

12/4/24, 11:03 AM

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$0	\$253,380	\$0	\$253,380	\$0	\$252,084
2023	\$0	\$210,070	\$0	\$210,070	\$0	\$210,070
2022	\$0	\$146,810	\$0	\$146,810	\$0	\$146,810
2021	\$0	\$140,200	\$0	\$140,200	\$0	\$140,200
2020	\$0	\$126,930	\$0	\$126,930	\$0	\$126 ,930
2019	\$0	\$84,790	\$0	\$84,790	\$0	\$84,790
2018	\$0	\$83,020	\$0	\$83,020	\$0	\$83,020
2017	\$0	\$72,520	\$0	\$72,520	\$0	\$72,520
2016	\$0	\$72,520	\$0	\$72,520	\$0	\$72,520

about:blank

■ Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
7/30/2004	WD	WARRANTY DEED	HAIRSTON LEEROY & ILENE	CITY OF GATESVILLE			173451
4/25/2006	QUIT	QUIT CLAIM DEED	CITY OF GATESVILLE	CITY OF GATESVILLE COUNTY AIRPORT			204104

Att. 3, Copy of Warranty Deed

After Recording, Return to: City of Gatesville Attn: City Manager 803 E. Main Street Gatesville, Texas 76528



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date:

11/15,2024

Grantor:

Donald R. Streiber and wife Marcia Streiber

Grantor's Mailing Address: 840 Chitwood Road, Gatesville, Texas 7652 (Coryell County)

Grantee:

City of Gatesville, Texas

Grantee's Mailing Address: 803 E. Main Street, Gatesville, Texas 76528 (Coryell County)

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements): BEING all of that certain 1.163 acre tract of land located in Coryell County, Texas out of the Alfred Woods Survey, Abstract No. 1055 and being a portion of a 90.716 acre tract of land conveyed to Donald R. Strieber etux Marcia Strieber, by deed recorded in the Deed Records of Coryell County, Texas, Document No. 147311, Tract One, and being more particularly described metes and bounds as follows:

BEGINNING at a 5/8" dia. capped iron pin RPLS 4327, set at an old 8" dia. fence corner post for an ell corner in the east line of said Strieber Tract One, the northwest corner of a so-called 12.741 acres tract of land conveyed to the City of Gatesville, Texas by Quit Claim Deed and Bill of Sale, recorded in the (DRCCT) Document No. 204104, Exhibit D, (Airport Tract), (see also deed in Volume 259, Page 315, Tract one, DRCCT), same being the southwest corner of this tract. From which a 3/8" dia. iron pin found at an old fence corner post for the southeast corner of said Strieber Tract One, the northeast corner of Strieber Tract Two and the southwest corner of said city of Gatesville 12.741 acres tract, bears S01-34-15W 1109.37 feet (Strieber call S02-33-02W 1109.24') (Gatesville deed call S02-26W 1110.0')

THENCE North 02 deg. 37 min. 08 sec. East along the un-fenced west line of this tract and severing off the most northerly portion of said Strieber tract one, a distance of 175.84 feet to an 5/8" dia. capped iron pin RPLS 4327, set in an old rock fence and being 1.5' northeast of a wire fence for the northwest corner of this tract, same

being in the easterly north line of said Strieber Tract One and also being in the south line of a so-called 17.466 acres tract of land conveyed to the city of Gatesville, Texas, by deed recorded in the (DRCCT), Document No. 173451. From which a 5/8" dia. capped iron pin RPLS 4327, set at an old 6" dia. cedar fence post at the intersection of two old rock fences on the top of a bluff, same being an ell corner in said Strieber Tract One and the southwest corner of said city of Gatesville 17.466 acres tract, bears N72-01-33W 194.89. (Strieber total deed call S71-04-43E 71.297')(Gatesville 17.466 acres tract total deed call S71-16-49E 712.82')

THENCE South 72 deb. 01 min. 33 sec. East along easterly north line of said Strieber Tract One and the southwest line of said city of Gatesville 17.466 acres tract and also being along an old wire fence, same being on the southwest side of an old rock fence, a distance of 518.32 feet to a 3/8" dia. iron pin found at a fence corner for the most north easterly northeast corner of said Strieber Tract One, the northeast corner of this tract, the southeast corner of said 17.466 acre tract, the northwest corner of a so-called 63.46 acres tract of land conveyed to Brivibas Investori, LLC by deed recorded in the (DRCCT), Document No 349819 and also being the southwest corner of a so-called 118.72 acres tract of land conveyed to John Shoaf etux, by deed recorded in the (DRCCT)) Document No. 261405, Exhibit A.

THENCE South 02 deg. 36 min. 59 sec. West along the fenced most easterly east line of said Strieber Tract One and the east line of this tract, same being the west line of said Brivibas Tract, a distance of 27.93 feet to a 3/8" dia. capped iron pin, stamped Wallace Group, found at an old fence corner post for the most easterly southeast corner of said Strieber Tract One, the southeast corner of the tract, same being the northeast corner of said city of Gatesville 12.741 acres Airport Tract and also being a slight corner in said Brivibas Tract. (Strieber call S03-59-58W 27.75) (Brivibas deed call S01-23-17WW 27.99')

THENCE North 88 deg. 36 min. 20 sec. West along an old fence on the easterly south line of said Strieber Tract One, the south line of this tract and the north line of said city of Gatesville 12.741 acres tract, a distance of 497.35 feet (Strieber total deed call N87-41- 22W 495.67') (Gatesville 12.741 acres tract deed call N87-34W-500.0') to the PLACE OF BEGINNING and containing 1.163 acres of land.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property, and all oil, gas, and other minerals reserved by prior grantors.

Grantor, for the Consideration and subject to the Reservations from Conveyance, the Exceptions to Conveyance and Warranty and the waivers and disclaimers set forth above, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, administrators, and

successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

SIGNED to be effective on Momber 15, 2024

Donald R. Strieber

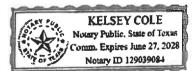
Marcia Strieber

STATE OF TEXAS

§ §

COUNTY OF CORYELL

Before me, the undersigned authority, on this 15¹ day of November, 2024, personally appeared, Donald R. Strieber and Marcia Strieber, known or proven to me to be the person whose signatures appear above and acknowledged that the statements set forth above and true and correct and that they each executed this instrument as their own voluntary act and deed.



Notary Public, State of Texas

My commission expires: 500 27, 2028

Luiber trocker



Agenda Item #9

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Bradford Hunt, City Manager

Subject:

Update and Site Tour re: Library Building Closure and Next Steps

Summary:

The Library roof was damaged in the hailstorms that occurred in May-June 2024, and we repaired the visible leaks. However, due to the condition of the HVAC at the time, our library sustained water damage along certain interior walls and became a host for visible mold. On September 12, 2024, City Manager directed the closure of the library due to water damage and mold concerns. Lone Star Mold Testing Company (contracted by the City of Gatesville) conducted mold testing at the Gatesville Library, including air testing, to determine whether mold was an issue related to the known water damage. Lone Star's air quality and other testing parameters listed in their report, as received by staff on September 17, indicated that the library remains free of unacceptable levels of mold, and thus less costly and time consuming means of abatement than would otherwise be required for "black mold" are acceptable.

While air quality was not deemed hazardous, Library staff received training and began the process of inspecting books. By the time we finished inspecting all our materials, we had lost 27,072 books due to mold concerns or water damage, costing the library \$515,383.42; this leaves us with 10,784 books in our collection.

Library and other City staff took steps hire contracted services to abate the known issues at the library. Mr. Halsema will discuss recommendations for future expenditures as a separate agenda item in this Council Meeting.

Through a commendable effort to reopen limited services to the public, Shea Harp and her staff developed the "Library Lab" concept and opened for limited services in City Hall on November 5th.

The Library is asking for help from the community to help us restock the library, continue to support our programs, and keep our accreditation through the State. Friends of the Library, and the Cities of Mart, Waco, Lampasas, and others have begun assisting with our efforts to replace lost materials. The work continues.

Next Steps:

The most important message for Council and the public is that the City continues provide library services, and that all current library staff remain employed during this time of recovery. We are working as a whole team to rehabilitate and renovate the library building while continuing to serve the public, as well as re-stocking the lost materials.

We are happy to report that our community has already shown great support for our materials replacement goals. Just last week, our local HEB store reached out to its corporate leadership and provided us with a generous donation of \$50,000 to use towards books! We thank them for helping make a great start!



<u>Financial Impact:</u> discussion in separate Agenda Item during this meeting.

Staff Recommendation:

Staff recommends moving this open meeting to an alternate location by approving a guided tour of the Library, to be conducted 10 minutes after an approved motion.

Motion:

I make a motion to move this open meeting to an alternate location by approving the guided tour of the Library, to be conducted 10 minutes after this motion.



Agenda Item # 13

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Mike Halsema, Deputy City Manager

Agenda Item: Discussion and possible action regarding obligating CLFRF funds by awarding

three contracts to GG Construction for Library and City Hall roof improvements.

Information:

Under the American Rescue Plan Act of 2021, the Coronavirus Local Fiscal Recovery Fund (CLFRF) provides emergency funding for eligible local governments. The City received a total of \$3,078,866.37 in CLFRF funds in two tranches, the last being June 30, 2022. Recipients must obligate SLFRF funds by December 31, 2024 through contractual agreements, and expend obligated funds by December 31, 2026. The City has previously obligated \$2,605,771.64 of the \$3,078,866.37 CLFRF funds for the Lovers Lane and Water Production clarifier rehabilitation projects. Staff is recommending the City obligate the remaining \$473,094.73 towards three contracts. All three contracts are with GG construction, the same firm that performed the mold remediation at the library. They were sourced through the TIPs purchasing co-op. The first contract being \$311,346.30 for the library rehabilitation. This includes replacing the flooring, repairing and repainting the interior walls, repairing and resealing the entire building envelope, and moving the stored shelving back into place. The second contract is for repairing the roof at City Hall for \$99,283.20. This includes the application of a membrane over the existing roof that has a 20 year warranty. Last, the third contract is for additional rehabilitation at the library in the amount of \$19,809.17. Specifically rehabbing the kitchen/ work area countertops and cabinets, and replacing the existing water fountains with bottle fill type fountains. Combined these three contracts total \$430,438.67. We have spent \$89,024.90 in mold remediation costs, which combined with the three proposed contracts this evening total \$519,463.57. Which leaves \$46,368.84, of which approximately \$20,000 of unspent/unencumbered ARPA interest funds are proposed to be utilized to closeout out the ARPA accounts. This leaves approximately \$26,000 out the Capital Improvement Fund to cover the difference.

Financial Impact:

Obligation of the remaining \$473,094.73 CLFRF funds.

<u>Staff Recommendation:</u> Staff recommends that the City Council approve the City Manager to execute 3 contracts, with G2 General Contractors not to exceed \$430,438.67 in total for library rehabilitation and roof repair services.

Motion:

I make a motion to approve the City Manager to execute 3 contracts with GG General Contractors not to exceed \$430,438.67 in total for library rehabilitation and roof repair services.

Attachments:

Contracts

Staff Contacts:

Mike Halsema, Deputy City Manager mhalsema@gatesvilletx.com

GG CONTRACTORS RENOVATION CONTRACT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES AND SHOULD BE READ THOROUGHLY AND UNDERSTOOD PRIOR TO SIGNING. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS OR RESPONSIBILTIES UNDER THIS CONTRACT, YOU MAY WISH TO CONSULT AN ATTORNEY.

1. **GENERAL INFORMATION**.

Effective Date:

December 11, 2024

Owner:

City of Gatesville

Mailing Address:

Attn: City Manager, 803 E Main Street, Gatesville, TX 76528

<u>Contractor:</u> GG Contractors d/b/a G2 General Contractors ("Contractor")

Mailing Address:

1600 Redbud Blvd. STE 203

McKinney, Texas 75069

Attn: Mason Kuehl

Property:

Address:

803 E. Main St. Gatesville, TX 76258

Legal Description: (the "Property")

Owner and Contractor agree as follows:

2. <u>DESCRIPTION OF WORK ("Project").</u> Contractor agrees to construct certain improvements and renovations on and to the Property as set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Scope of Work") in exchange for the purchase price. Contractor has provided an itemized budget and estimate for the Scope of Work requested by Owner which is included in **Exhibit A**. This Agreement and its exhibit(s) and any other related plans or schematics are referred to as the "Construction Documents."

3. PURCHASE PRICE AND PAYMENT PROCEDURES.

(a)	Consideration	The total amo	ount for	the project	is	estimated a	t \$99	,283.20
	e with the attac						_	
\$49,641.60	(the	"Deposit")	is requi	red to begin	the	e Project.		

- (b) <u>Contingencies</u>. From time to time, instances may arise during which Contractor must make adjustments to the work in order for the Project to be constructed properly. These adjustments can sometimes cause the work to exceed budget allowances. Contractor will notify Owner and obtain Owner's approval prior to incurring such expenses. Contractor will provide Owner an accounting of all costs and expenses of the Project upon request.
- (c) <u>Draw Requests and Progress Payments.</u> Contractor will submit draw requests/progress payments/budget status every two (2) weeks. Requests will be presented to Owner on or before Tuesday and Owner will pay Contractor on or before Friday of the week submitted. Owner shall pay the draws and progress payments directly to Contractor or Owner

Owner Initials _____

shall authorize Contractor to make draw requests on Owner's behalf to Owner's lender for advances under Owner's interim construction financing. Owner remains responsible for paying the Consideration to Contractor.

(d) <u>Final Payment.</u> Upon completion of Contractor's construction obligations and the delivery to and acceptance by Owner of the completed work and Owner and Owner's Lender of the bills-paid affidavit as set forth in Section 53.259, Texas Property Code, Owner shall pay Contractor all outstanding sums due.

4. CONSTRUCTION.

- (a) <u>Commencement and Completion of Construction</u>. Contractor will commence construction as soon as practicable following the Effective Date of this contract and receipt of the Deposit but in no event later than thirty (30) days after the latter of the Effective Date of this contract and receipt of the Deposit. Contractor will complete the construction no later than <u>April</u> 30, 2025 . Contractor will use all commercially reasonable efforts to cause each element of construction to be completed within the construction timeline agreed to between Owner and Contractor and to be determined prior to commencement of work.
- (b) <u>Conformity with Construction Documents.</u> Construction of the Project may be subject to changes in plans, specifications, materials, fixtures and methods, and substitutions of material with reasonable equivalents. Owner should inquire about any features that Owner wants before signing this Agreement. Figures regarding size, square footage, and other dimensions of the Property, which may have been provided to you, are only estimates; actual construction may vary.
- (c) <u>Permits.</u> Contractor shall make reasonable efforts to obtain all necessary licenses, permits, and similar authorizations required by any applicable governmental authorities. Contractor shall have no liability for any failure to obtain any such items, in which case either party may terminate this Agreement without further liability to the other party.
- (d) <u>Control of Construction Site.</u> Owner shall grant Contractor reasonable access to the construction site so as to complete the Project. This includes access to electricity, water, and other utilities required for the Project. If Owner does not provide sufficient access and Contractor cannot work on the Project due to such denial of access, Owner is in breach and Contractor may exercise all remedies provided in this agreement. Owner acknowledges it remains and has full responsibility and control for the preexisting environmental condition of the Property.
- defects for a period of one (1) year from the date of completion of the Project, and warrants plumbing, electrical, heating, and air-conditioning delivery systems, to the extent applicable, for a period of two (2) years from the date of completion of the Project. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. THIS EXPRESS WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTY TO BE MADE AVAILABLE BY CONTRACTOR AND IS IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, SUITABILITY AND FITNESS, WHICH ARE ALL HEREBY DISCLAIMED BY CONTRACTOR AND WAIVED BY OWNER. THE PARTIES AGREE THAT THIS EXPRESS WARRANTY AND CONTRACT DOCUMENTS ADEQUATELY SET FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE

PROJECT.

6. INSURANCE. Contractor shall maintain at all times during construction under this Agreement adequate insurance as it does during its normal business operations, including Contractor's risk and commercial general liability, and shall provide proof of same upon the request of Owner or Owner's Lender. Owner understands and is advised to obtain its own insurance sufficient to cover any and all losses it deems appropriate during the term of this Agreement. Upon completion of Contractor's construction obligations or possession by Owner, Owner shall obtain appropriate insurance to cover all risk of loss and assumes all risk of loss.

7. DEFAULT AND REMEDIES.

- (a) <u>Default.</u> If Owner defaults in payment or any other obligation contained herein, after written notice has been delivered and a five (5) day opportunity to cure has passed, Contractor shall have the right to the following remedies (i) discontinue work; (ii) bring an action for payment of any amount due; (iii) terminate this Agreement; (iv) and pursue any other legal remedy. Contractor may apply all amounts paid by Owner to Contractor's damages, including its loss of profit. Any past due amounts shall be subject to interest at the highest legal amount by state law, beginning on the thirtieth (30th) day after such sums are due after the cure period. Contractor may stop the work upon written notice to Owner, at any time after the written notice is provided by Contractor. All remedies provided to Contractor are cumulative.
- (b) <u>Attorney's Fees.</u> Subject to the limitations stated above, the prevailing party in a dispute that is resolved through arbitration (whether before or after Closing) is entitled to recover its reasonable attorneys' fees, arbitration fees, costs and other related expenses ("legal expenses") actually incurred.

8. MEDIATION AND BINDING ARBITRATION.

IT IS THE POLICY OF THE STATE OF TEXAS TO ENCOURAGE THE RESOLUTION OF DISPUTES THROUGH ALTERNATIVE-DISPUTE-PEACEABLE RESOLUTION PROCEDURES. THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT THIS TRANSACTION INVOLVES INTERSTATE COMMERCE AND THAT ANY DISPUTE (WHETHER CONTRACT, WARRANTY, TORT, STATUTORY OR OTHERWISE). INCLUDING, BUT NOT LIMITED TO, (A) ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATING TO, THIS AGREEMENT, AND ANY AMENDMENTS THERETO, THE PROPERTY, THE RESIDENCE, OR ANY DEALINGS BETWEEN THE PARTIES, (B) ANY CONTROVERSY, DISPUTE OR CLAIM ARISING BY VIRTUE OF ANY REPRESENTATIONS, OMISSIONS, PROMISES OR WARRANTIES ALLEGED TO HAVE BEEN MADE BY EITHER PARTY OR THEIR REPRESENTATIVE: AND (C) ANY PERSONAL INJURY OR PROPERTY DAMAGE ALLEGED TO HAVE BEEN SUSTAINED BY ANY PARTY ON THE PROPERTY OR IN THE APPLICABLE SUBDIVISION SHALL FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED DURING MEDIATION, SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) OR, IF APPLICABLE, BY SIMILAR STATE STATUTE, AND NOT BY OR IN A COURT OF LAW. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR. IN NO EVENT SHALL OWNER BE INITIALLY REQUIRED TO PAY ARBITRATION COSTS AND FEES IN EXCESS OF THOSE THAT WOULD HAVE BEEN INCURRED IN FILING SUIT IN A COURT OF LAW AND EFFECTING SERVICE OF PROCESS. THE ARBITRATOR MAY AWARD TO THE PREVAILING PARTY, IF ANY, AS DETERMINED

Owner Initials Page 3 of 7

BY THE ARBITRATOR, ALL OR ANY PORTION OF ITS COSTS AND FEES. "COSTS AND FEES" MAY INCLUDE REASONABLE EXPENSES OF MEDIATION AND/OR ARBITRATION, INCLUDING ARBITRATOR'S FEES, ADMINISTRATIVE FEES, TRAVEL EXPENSES AND OUT-OF-POCKET EXPENSES SUCH AS COPYING AND TELEPHONE, COURT COSTS, WITNESS FEES AND REASONABLE ATTORNEY'S FEES.

- ANY AND ALL MEDIATIONS COMMENCED BY ANY OF THE PARTIES TO THIS AGREEMENT SHALL BE FILED WITH AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO ("AAA"), IN ACCORDANCE WITH THE AAA'S HOME CONSTRUCTION MEDIATION PROCEDURES IN EFFECT ON THE DATE OF THE REQUEST. IF THERE ARE NO HOME CONSTRUCTION MEDIATION PROCEDURES CURRENTLY IN EFFECT, THEN THE AAA'S CONSTRUCTION INDUSTRY MEDIATION RULES IN EFFECT ON THE DATE OF SUCH REQUEST SHALL BE UTILIZED. ANY PARTY RELYING UPON AN EXPERT REPORT OR REPAIR ESTIMATE AT THE MEDIATION SHALL PROVIDE THE MEDIATOR AND THE OTHER PARTIES WITH A COPY OF THE REPORT. IF ONE OR MORE ISSUES DIRECTLY OR INDIRECTLY RELATE TO ALLEGED DEFICIENCIES IN DESIGN, MATERIALS, OR CONSTRUCTION, ALL PARTIES AND THEIR EXPERTS SHALL BE ALLOWED TO INSPECT, DOCUMENT, AND TEST THE ALLEGED DEFICIENCIES PRIOR TO MEDIATION. UNLESS MUTUALLY WAIVED IN WRITING BY ALL THE PARTIES. SUBMISSION TO MEDIATION IS A CONDITION PRECEDENT TO EITHER PARTY FILING SUIT OR SUBMITTING THIS MATTER TO BINDING ARBITRATION.
- SHALL BE SUBMITTED TO BINDING ARBITRATION THROUGH THE AAA. IN ANY ARBITRATION PROCEEDING BETWEEN THE PARTIES: (A) ALL APPLICABLE FEDERAL AND STATE LAW (INCLUDING CHAPTER 27 OF THE TEXAS PROPERTY CODE) SHALL APPLY; (B) ALL APPLICABLE CLAIMS, CAUSES OF ACTION, REMEDIES AND DEFENSES THAT WOULD BE AVAILABLE IN COURT SHALL APPLY; (C) THE PROCEEDING SHALL BE CONDUCTED BY A SINGLE ARBITRATOR AS SET FORTH HEREIN; (D) THE PARTIES SHALL BE ENTITLED TO CONDUCT REASONABLE AND NECESSARY DISCOVERY AS AGREED OR ALLOWED BY THE ARBITRATOR; (E) THE ARBITRATOR SHALL RENDER A WRITTEN AWARD AND, IF REQUESTED BY ANY PARTY, A REASONED AWARD; (F) THE PARTIES SHALL NOT BE REQUIRED TO PAY ANY UNREASONABLE COSTS OR FEES AND THE ARBITRATOR SHALL HAVE THE RIGHT TO APPORTION COSTS AND FEES IN AN EQUITABLE MANNER IN THE ARBITRATION AWARD; AND (G) ANY AWARD RENDERED IN THE PROCEEDING SHALL BE FINAL AND BINDING AND JUDGMENT UPON ANY SUCH AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.
- (d) THE PARTIES AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS MEDIATION-ARBITRATION AGREEMENT SHALL SURVIVE (1) THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY; OR (2) THE DEFAULT OF THIS AGREEMENT BY EITHER PARTY. THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS MEDIATION-ARBITRATION AGREEMENT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS MEDIATION-ARBITRATION AGREEMENT AND/OR THE AGREEMENT. THE PARTIES FURTHER AGREE (1) THAT ANY DISPUTE INVOLVING CONTRACTOR'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL BE RESOLVED AS SET FORTH HEREIN AND NOT IN A COURT OF LAW; AND (2) THAT SUBCONTRACTORS, SUPPLIERS, AND INSURERS MAY BE ADDED AS PARTIES IN ANY MEDIATION AND ARBITRATION.

Owner Initials Page 4 of 7

- (e) IF ANY PARTY TO THIS AGREEMENT FILES A PROCEEDING IN ANY COURT TO RESOLVE ANY SUCH CONTROVERSY, DISPUTE OR CLAIM, SUCH ACTION SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF SUCH PARTY OR A BAR TO THE RIGHT OF ANY OTHER PARTY TO SEEK ARBITRATION OF THAT OR ANY OTHER CLAIM, DISPUTE OR CONTROVERSY, AND THE COURT SHALL, UPON MOTION OF ANY PARTY TO THE PROCEEDING, DIRECT THAT SUCH CONTROVERSY, DISPUTE OR CLAIM BE ARBITRATED IN ACCORDANCE HEREWITH. BECAUSE AS THIS AGREEMENT PROVIDES FOR MANDATORY ARBITRATION OF DISPUTES, IF ANY PARTY COMMENCES LITIGATION IN VIOLATION OF THIS AGREEMENT, SUCH PARTY SHALL REIMBURSE THE OTHER PARTIES TO THE LITIGATION FOR THEIR COSTS AND EXPENSES INCLUDING ATTORNEYS' FEES INCURRED IN SEEKING ABATEMENT OF SUCH LITIGATION AND ENFORCEMENT OF ARBITRATION.
- **9. WAIVER OF SUBROGATION**. Owner and Contractor waive any and all claims, demands and causes of action against each other and on behalf of their respective insurers to the extent that damages, costs, or repairs are covered and actually paid under any insurance policy or warranty program, or paid by any other third party that could claim subrogation rights against Owner or Contractor.
- 10. <u>SERVICE OF NOTICES</u>. All notices under this contract must be in writing and sent by personal delivery, overnight mail, or certified mail (return receipt requested) to Owner or Contractor at the addresses indicated in Section 1. Notices served by personal delivery and overnight mail are deemed received upon delivery. Notices sent by certified mail are deemed received three days after mailing.

11. MISCELLANEOUS.

- (a) Governing Law. The Contract is to be governed by the laws of the State of Texas.
- (b) <u>Assignment/Construction Financing.</u> No party may assign any rights or obligations under the Agreement (other than to a lender advancing payment of all or part of the Purchase Price) without the prior written consent of the other party. This Agreement is binding on and inures to the benefit of Contractor and Owner, and their respective heirs, executors, administrators, successors, and permitted assigns. In the event that Lender-generated documents contain provisions that are inconsistent with any terms of this Agreement or impose obligations on Contractor which are not expressly stated in this Agreement (e.g. retainage, lien waivers, draw requirements), such provisions in the Lender-generated documents shall not be binding on Contractor. This Agreement controls the relationship between Owner and Contractor and the terms of payment.
- (c) <u>Time of the Essence.</u> Owner acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.
- (d) <u>Severability.</u> If any provision of this Agreement is deemed or declared invalid or unenforceable by an arbitration or court of competent jurisdiction, the remaining provisions shall not be affected. If reformation is permitted under applicable law, such provision shall be reformed only to the extent necessary to make it enforceable, and enforced as if it had been in its reformed state when entered into.
- (e) <u>Entire Agreement.</u> OWNER CERTIFIES THAT OWNER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH EXHIBIT, RIDER, AND

ADDENDUM ATTACHED HERETO, AND THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON CONTRACTOR. OWNER ACKNOWLEDGES THAT OWNER HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY CONTRACTOR, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. OWNER HAS BASED THE DECISION TO ENTER INTO THIS AGREEMENT FOR COMPLETION OF THE PROJECT BASED ON PERSONAL INVESTIGATION, OBSERVATION, AND THE DOCUMENTS.

- (f) <u>Modification.</u> This agreement may only be amended by written agreement signed by all parties.
- (g) <u>Counterparts and Signatures.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.
- **12. ATTACHMENTS.** This Agreement contains and incorporates the following exhibits and attachments and Purchaser acknowledges receipt prior to signing the Agreement. [Mark applicable documents]:

Exhibit A: Scope of Work/ Approved Est	imate
Insurance	

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

[Signature page follows]

Owner Initials _____ Page 6 of 7

Executed as of the Effective Date set forth above.
OWNER:
Home Phone Number:
Work Number:
Cell Number:
Email:
CONTRACTOR:
GG Contractors d/b/a G2 General Contractors
By: 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Name: Mason Kuehl Title: Executive Director
Contractor's Street Address: 1600 Redbud Blvd. STE 203
McKinney, Texas 75069

Owner Initials Page 7 of 7

EXHIBIT A

SCOPE OF WORK/ITEMIZED BUDGET/SCHEDULE

(Attached)



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Client:

City of Gatesville City Hall Roof

Property:

803 E Main St

Gatesville, TX 76528

Operator:

AUSTINM

Estimator:

Garette Griffin

Position:

Project Manager

Company:

G2 General Contractors

Business:

1600 Redbud Blvd Ste 200

Mckinney, TX 75069

Type of Estimate:

Date Entered:

11/21/2024

Date Assigned:

Business:

E-mail:

(903) 209-8814

.com

Garette@g2generalcontractors

Price List:

TXWA8X_NOV24

Labor Efficiency:

Restoration/Service/Remodel

Estimate:

GATESVILLE_CITY_HALL

TIPS#211001



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

${\bf GATESVILLE_CITY_HALL}$

GATESVILLE_CITY_HALL

DESCRIPTION	QUANTITY U	NIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Commercial Supervision / Project Management - per hour	0.00 HR	74.35	0.00	0.00	0.00	(0.00)	0.00
No additional charge for commercial supe add \$3568.80	rvision if project is	ran congruently v	vith the libra	ry project. If p	roject is approv	e at different ti	mes please
2. Roofing (Bid Item)	1.00 EA	81,845.00	0.00	16,369.00	98,214.00	(0.00)	98,214.00
Description: 105 squares of clean existing metals, flashings curbs, walls, parapets, an	roof system with end roof field for a w	nvironmentally fri atertight roof syste	endly cleans em - include	ser, apply fluid s 15% waste fa	applied protect	tive roof memb	rane to edge
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	891.00	0.00	178.20	1,069.20	(0.00)	1,069.20
Insurance requirements							
Total: GATESVILLE_CITY_HALL			0.00	16,547.20	99,283.20	0.00	99,283.20
Line Item Totals: GATESVILLE_CITY	_HALL		0.00	16,547.20	99,283.20	0.00	99,283.20



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Summary

Line Item Total Overhead Profit 82,736.00 8,273.60 8,273.60

Replacement Cost Value Net Claim \$99,283.20 \$99,283.20

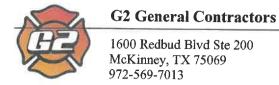
Garette Griffin Project Manager



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Recap of Taxes, Overhead and Profit

2	Overhead (10%)	Profit (10%)
Line Items	8,273.60	8,273.60
Total	8,273.60	8,273.60



Recap by Room

Estimate: GATESVILLE_CITY_HALL	82,736.00	100.00%
Subtotal of Areas	82,736.00	100.00%
Total	82,736.00	100.00%



McKinney, TX 75069 972-569-7013

Recap by Category

O&P Items	Total	%
PERMITS AND FEES	891.00	0.90%
ROOFING	81,845.00	82.44%
O&P Items Subtotal	82,736.00	83.33%
Overhead	8,273.60	8.33%
Profit	8,273.60	8.33%
Total	99,283.20	100.00%

P119

GG CONTRACTORS RENOVATION CONTRACT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES AND SHOULD BE READ THOROUGHLY AND UNDERSTOOD PRIOR TO SIGNING. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS OR RESPONSIBILTIES UNDER THIS CONTRACT, YOU MAY WISH TO CONSULT AN ATTORNEY.

1. GENERAL INFORMATION.

Effective Date: December 11, 2024

Owner: City of Gatesville

Mailing Address: Attn: City Manager, 803 E Main Street, Gatesville, TX 76528

<u>Contractor:</u> GG Contractors d/b/a G2 General Contractors ("<u>Contractor</u>")

Mailing Address: 1600 Redbud Blvd. STE 203

McKinney, Texas 75069

Attn: Mason Kuehl

Property: Address:

111 N. 8th St. Gatesville, TX

Legal Description: (the "Property")

Owner and Contractor agree as follows:

2. <u>DESCRIPTION OF WORK ("Project").</u> Contractor agrees to construct certain improvements and renovations on and to the Property as set forth on Exhibit A attached hereto and incorporated herein by this reference in exchange for the purchase price ("Scope of Work"). Contractor has provided an itemized budget and estimate for the Scope of Work which is also included in **Exhibit A**. This Renovation Contract, and its exhibit(s) and any related plans or schematics are referred to as the "Construction Documents."

3. PURCHASE PRICE AND PAYMENT PROCEDURES.

- (a) Consideration. The total amount for the project is estimated at \$311,346.30, in accordance with the attached budget. A 50% deposit of \$155,673.15 (the "Deposit") is required to begin the Project.
- (b) <u>Contingencies</u>. From time to time, instances may arise during which Contractor must make adjustments to the work in order for the Project to be constructed properly. These adjustments can sometimes cause the work to exceed budget allowances. Contractor will notify Owner and obtain Owner's approval prior to incurring such expenses. Contractor will provide Owner an accounting of all costs and expenses of the Project upon request.
- (c) <u>Draw Requests and Progress Payments.</u> Contractor will submit draw requests/progress payments/budget status every two (2) weeks. Requests will be presented to Owner on or before Tuesday and Owner will pay Contractor on or before Friday of the week submitted. Owner shall pay the draws and progress payments directly to Contractor or Owner Owner Initials ______

wner Initials _____ Page 1 of 7

shall authorize Contractor to make draw requests on Owner's behalf to Owner's lender for advances under Owner's interim construction financing. Owner remains responsible for paying the Consideration to Contractor.

(d) <u>Final Payment.</u> Upon completion of Contractor's construction obligations and the delivery to and acceptance by Owner of the completed work and Owner and Owner's Lender of the bills-paid affidavit as set forth in Section 53.259, Texas Property Code, Owner shall pay Contractor all outstanding sums due.

4. CONSTRUCTION.

- (a) <u>Commencement and Completion of Construction</u>. Contractor will commence construction as soon as practicable following the Effective Date of this contract and receipt of the Deposit but in no event later than thirty (30) days after the latter of the Effective Date of this contract and receipt of the Deposit. Contractor will complete the construction no later than <u>April 30,2025</u>. Contractor will use all commercially reasonable efforts to cause each element of construction to be completed within the construction timeline agreed to between Owner and Contractor and to be determined prior to commencement of work.
- (b) <u>Conformity with Construction Documents.</u> Construction of the Project may be subject to changes in plans, specifications, materials, fixtures and methods, and substitutions of material with reasonable equivalents. Owner should inquire about any features that Owner wants before signing this Agreement. Figures regarding size, square footage, and other dimensions of the Property, which may have been provided to you, are only estimates; actual construction may vary.
- (c) <u>Permits.</u> Contractor shall make reasonable efforts to obtain all necessary licenses, permits, and similar authorizations required by any applicable governmental authorities. Contractor shall have no liability for any failure to obtain any such items, in which case either party may terminate this Agreement without further liability to the other party.
- (d) <u>Control of Construction Site.</u> Owner shall grant Contractor reasonable access to the construction site so as to complete the Project. This includes access to electricity, water, and other utilities required for the Project. If Owner does not provide sufficient access and Contractor cannot work on the Project due to such denial of access, Owner is in breach and Contractor may exercise all remedies provided in this agreement. Owner acknowledges it remains and has full responsibility and control for the preexisting environmental condition of the Property.
- defects for a period of one (1) year from the date of completion of the Project, and warrants plumbing, electrical, heating, and air-conditioning delivery systems, to the extent applicable, for a period of two (2) years from the date of completion of the Project. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. THIS EXPRESS WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTY TO BE MADE AVAILABLE BY CONTRACTOR AND IS IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, SUITABILITY AND FITNESS, WHICH ARE ALL HEREBY DISCLAIMED BY CONTRACTOR AND WAIVED BY OWNER. THE PARTIES AGREE THAT THIS EXPRESS WARRANTY AND CONTRACT DOCUMENTS ADEQUATELY SET FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE

Owner Initials Page 2 of 7

PROJECT.

6. INSURANCE. Contractor shall maintain at all times during construction under this Agreement adequate insurance as it does during its normal business operations, including Contractor's risk and commercial general liability, and shall provide proof of same upon the request of Owner or Owner's Lender. Owner understands and is advised to obtain its own insurance sufficient to cover any and all losses it deems appropriate during the term of this Agreement. Upon completion of Contractor's construction obligations or possession by Owner, Owner shall obtain appropriate insurance to cover all risk of loss and assumes all risk of loss.

7. **DEFAULT AND REMEDIES**.

- (a) <u>Default.</u> If Owner defaults in payment or any other obligation contained herein, after written notice has been delivered and a five (5) day opportunity to cure has passed, Contractor shall have the right to the following remedies (i) discontinue work; (ii) bring an action for payment of any amount due; (iii) terminate this Agreement; (iv) and pursue any other legal remedy. Contractor may apply all amounts paid by Owner to Contractor's damages, including its loss of profit. Any past due amounts shall be subject to interest at the highest legal amount by state law, beginning on the thirtieth (30th) day after such sums are due after the cure period. Contractor may stop the work upon written notice to Owner, at any time after the written notice is provided by Contractor. All remedies provided to Contractor are cumulative.
- (b) <u>Attorney's Fees.</u> Subject to the limitations stated above, the prevailing party in a dispute that is resolved through arbitration (whether before or after Closing) is entitled to recover its reasonable attorneys' fees, arbitration fees, costs and other related expenses ("legal expenses") actually incurred.

8. MEDIATION AND BINDING ARBITRATION.

IT IS THE POLICY OF THE STATE OF TEXAS TO ENCOURAGE THE PEACEABLE RESOLUTION OF DISPUTES THROUGH ALTERNATIVE-DISPUTE-RESOLUTION PROCEDURES. THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT THIS TRANSACTION INVOLVES INTERSTATE COMMERCE AND THAT ANY DISPUTE (WHETHER CONTRACT, WARRANTY, TORT, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, (A) ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATING TO, THIS AGREEMENT, AND ANY AMENDMENTS THERETO, THE PROPERTY, THE RESIDENCE, OR ANY DEALINGS BETWEEN THE PARTIES, (B) ANY CONTROVERSY, DISPUTE OR CLAIM ARISING BY VIRTUE OF ANY REPRESENTATIONS. OMISSIONS. PROMISES OR WARRANTIES ALLEGED TO HAVE BEEN MADE BY EITHER PARTY OR THEIR REPRESENTATIVE: AND (C) ANY PERSONAL INJURY OR PROPERTY DAMAGE ALLEGED TO HAVE BEEN SUSTAINED BY ANY PARTY ON THE PROPERTY OR IN THE APPLICABLE SUBDIVISION SHALL FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED DURING MEDIATION. SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) OR, IF APPLICABLE, BY SIMILAR STATE STATUTE, AND NOT BY OR IN A COURT OF LAW. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR. IN NO EVENT SHALL OWNER BE INITIALLY REQUIRED TO PAY ARBITRATION COSTS AND FEES IN EXCESS OF THOSE THAT WOULD HAVE BEEN INCURRED IN FILING SUIT IN A COURT OF LAW AND EFFECTING SERVICE OF PROCESS. THE ARBITRATOR MAY AWARD TO THE PREVAILING PARTY, IF ANY, AS DETERMINED

BY THE ARBITRATOR, ALL OR ANY PORTION OF ITS COSTS AND FEES. "COSTS AND FEES" MAY INCLUDE REASONABLE EXPENSES OF MEDIATION AND/OR ARBITRATION, INCLUDING ARBITRATOR'S FEES, ADMINISTRATIVE FEES, TRAVEL EXPENSES AND OUT-OF-POCKET EXPENSES SUCH AS COPYING AND TELEPHONE, COURT COSTS, WITNESS FEES AND REASONABLE ATTORNEY'S FEES.

- ANY AND ALL MEDIATIONS COMMENCED BY ANY OF THE PARTIES TO THIS AGREEMENT SHALL BE FILED WITH AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO ("AAA"), IN ACCORDANCE WITH THE AAA'S HOME CONSTRUCTION MEDIATION PROCEDURES IN EFFECT ON THE DATE OF THE REQUEST. IF THERE ARE NO HOME CONSTRUCTION MEDIATION PROCEDURES CURRENTLY IN EFFECT, THEN THE AAA'S CONSTRUCTION INDUSTRY MEDIATION RULES IN EFFECT ON THE DATE OF SUCH REQUEST SHALL BE UTILIZED. ANY PARTY RELYING UPON AN EXPERT REPORT OR REPAIR ESTIMATE AT THE MEDIATION SHALL PROVIDE THE MEDIATOR AND THE OTHER PARTIES WITH A COPY OF THE REPORT. IF ONE OR MORE ISSUES DIRECTLY OR INDIRECTLY RELATE TO ALLEGED DEFICIENCIES IN DESIGN, MATERIALS, OR CONSTRUCTION, ALL PARTIES AND THEIR EXPERTS SHALL BE ALLOWED TO INSPECT, DOCUMENT, AND TEST THE ALLEGED DEFICIENCIES PRIOR TO MEDIATION. UNLESS MUTUALLY WAIVED IN WRITING BY ALL THE PARTIES. SUBMISSION TO MEDIATION IS A CONDITION PRECEDENT TO EITHER PARTY FILING SUIT OR SUBMITTING THIS MATTER TO BINDING ARBITRATION.
- (c) IF THE DISPUTE IS NOT FULLY RESOLVED BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION THROUGH THE AAA. IN ANY ARBITRATION PROCEEDING BETWEEN THE PARTIES: (A) ALL APPLICABLE FEDERAL AND STATE LAW (INCLUDING CHAPTER 27 OF THE TEXAS PROPERTY CODE) SHALL APPLY; (B) ALL APPLICABLE CLAIMS, CAUSES OF ACTION, REMEDIES AND DEFENSES THAT WOULD BE AVAILABLE IN COURT SHALL APPLY; (C) THE PROCEEDING SHALL BE CONDUCTED BY A SINGLE ARBITRATOR AS SET FORTH HEREIN; (D) THE PARTIES SHALL BE ENTITLED TO CONDUCT REASONABLE AND NECESSARY DISCOVERY AS AGREED OR ALLOWED BY THE ARBITRATOR; (E) THE ARBITRATOR SHALL RENDER A WRITTEN AWARD AND, IF REQUESTED BY ANY PARTY, A REASONED AWARD; (F) THE PARTIES SHALL NOT BE REQUIRED TO PAY ANY UNREASONABLE COSTS OR FEES AND THE ARBITRATOR SHALL HAVE THE RIGHT TO APPORTION COSTS AND FEES IN AN EQUITABLE MANNER IN THE ARBITRATION AWARD; AND (G) ANY AWARD RENDERED IN THE PROCEEDING SHALL BE FINAL AND BINDING AND JUDGMENT UPON ANY SUCH AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.
- (d) THE PARTIES AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS MEDIATION-ARBITRATION AGREEMENT SHALL SURVIVE (1) THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY; OR (2) THE DEFAULT OF THIS AGREEMENT BY EITHER PARTY. THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS MEDIATION-ARBITRATION AGREEMENT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS MEDIATION-ARBITRATION AGREEMENT AND/OR THE AGREEMENT. THE PARTIES FURTHER AGREE (1) THAT ANY DISPUTE INVOLVING CONTRACTOR'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL BE RESOLVED AS SET FORTH HEREIN AND NOT IN A COURT OF LAW; AND (2) THAT SUBCONTRACTORS, SUPPLIERS, AND INSURERS MAY BE ADDED AS PARTIES IN ANY MEDIATION AND ARBITRATION.

Owner Initials Page 4 of 7

- (e) IF ANY PARTY TO THIS AGREEMENT FILES A PROCEEDING IN ANY COURT TO RESOLVE ANY SUCH CONTROVERSY, DISPUTE OR CLAIM, SUCH ACTION SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF SUCH PARTY OR A BAR TO THE RIGHT OF ANY OTHER PARTY TO SEEK ARBITRATION OF THAT OR ANY OTHER CLAIM, DISPUTE OR CONTROVERSY, AND THE COURT SHALL, UPON MOTION OF ANY PARTY TO THE PROCEEDING, DIRECT THAT SUCH CONTROVERSY, DISPUTE OR CLAIM BE ARBITRATED IN ACCORDANCE HEREWITH. BECAUSE AS THIS AGREEMENT PROVIDES FOR MANDATORY ARBITRATION OF DISPUTES, IF ANY PARTY COMMENCES LITIGATION IN VIOLATION OF THIS AGREEMENT, SUCH PARTY SHALL REIMBURSE THE OTHER PARTIES TO THE LITIGATION FOR THEIR COSTS AND EXPENSES INCLUDING ATTORNEYS' FEES INCURRED IN SEEKING ABATEMENT OF SUCH LITIGATION AND ENFORCEMENT OF ARBITRATION.
- **9. WAIVER OF SUBROGATION.** Owner and Contractor waive any and all claims, demands and causes of action against each other and on behalf of their respective insurers to the extent that damages, costs, or repairs are covered and actually paid under any insurance policy or warranty program, or paid by any other third party that could claim subrogation rights against Owner or Contractor.
- **10. SERVICE OF NOTICES.** All notices under this contract must be in writing and sent by personal delivery, overnight mail, or certified mail (return receipt requested) to Owner or Contractor at the addresses indicated in Section 1. Notices served by personal delivery and overnight mail are deemed received upon delivery. Notices sent by certified mail are deemed received three days after mailing.

11. MISCELLANEOUS.

- (a) Governing Law. The Contract is to be governed by the laws of the State of Texas.
- (b) <u>Assignment/Construction Financing.</u> No party may assign any rights or obligations under the Agreement (other than to a lender advancing payment of all or part of the Purchase Price) without the prior written consent of the other party. This Agreement is binding on and inures to the benefit of Contractor and Owner, and their respective heirs, executors, administrators, successors, and permitted assigns. In the event that Lender-generated documents contain provisions that are inconsistent with any terms of this Agreement or impose obligations on Contractor which are not expressly stated in this Agreement (e.g. retainage, lien waivers, draw requirements), such provisions in the Lender-generated documents shall not be binding on Contractor. This Agreement controls the relationship between Owner and Contractor and the terms of payment.
- (c) <u>Time of the Essence.</u> Owner acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.
- (d) <u>Severability.</u> If any provision of this Agreement is deemed or declared invalid or unenforceable by an arbitration or court of competent jurisdiction, the remaining provisions shall not be affected. If reformation is permitted under applicable law, such provision shall be reformed only to the extent necessary to make it enforceable, and enforced as if it had been in its reformed state when entered into.
- (e) <u>Entire Agreement.</u> OWNER CERTIFIES THAT OWNER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH EXHIBIT, RIDER, AND

Owner Initials	MK
	Page 5 of 7

ADDENDUM ATTACHED HERETO, AND THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON CONTRACTOR. OWNER ACKNOWLEDGES THAT OWNER HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY CONTRACTOR, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. OWNER HAS BASED THE DECISION TO ENTER INTO THIS AGREEMENT FOR COMPLETION OF THE PROJECT BASED ON PERSONAL INVESTIGATION, OBSERVATION, AND THE DOCUMENTS.

- (f) <u>Modification.</u> This agreement may only be amended by written agreement signed by all parties.
- (g) <u>Counterparts and Signatures.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.
- 12. <u>ATTACHMENTS.</u> This Agreement contains and incorporates the following exhibits and attachments and Purchaser acknowledges receipt prior to signing the Agreement. [Mark applicable documents]:

Х	Exhibit A: Scope of Work/ Approved	Estimate
	Insurance	

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

- 13. Texas Public Entity Required Certifications. Because Contractor is contracting with a Texas public entity, to the extent applicable to this transaction, Contractor certifies the following:
- A. Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270). Contractor certifies that Contractor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

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- B. Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271). Contractor certifies, where applicable, that neither the Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any, boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory but does not include an action made for ordinary business purposes.
- Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274). Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Contractor direct or remote access to or control of critical infrastructure in this state. excluding access specifically allowed by a customer for product warranty and support purposes. Contractor certifies that neither it nor its parent company nor any affiliate of Contractor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Contractor certifies that Contractor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.
- D. Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274). Contractor certifies that Contractor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade

Owner Initials Page 7 of 7

association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail Contractor, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

- E. Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374). Pursuant to Chapter 552 of the Texas Government Code, Contractor certifies that Contractor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Buyer for the duration of the Agreement; (2) promptly provide to Buyer any contracting information related to the Agreement that is in the custody or possession of Contractor on request of Buyer; and (3) on completion of the Agreement, either (a) provide at no cost to Buyer all contracting information related to the Agreement that is in the custody or possession of Contractor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Buyer.
- F. Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274). Contractor certifies that Contractor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement. For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).
- G. Contractor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Buyer. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Buyer under this Agreement or under

applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

[Signature page follows]

Owner Initials Page 9 of 7

Executed as of the Effective Date set forth above.
OWNER:
Home Phone Number:
Work Number:
Cell Number:
Email:
CONTRACTOR:
GG Contractors d/b/a G2 General Contractors
By: Name: Mason Kuehl
Title: Executive Director
Contractor's Street Address:
1600 Redbud Blvd. STE 203 McKinney, Texas 75069

Owner Initials Page 10 of 7

EXHIBIT A

SCOPE OF WORK/ITEMIZED BUDGET/SCHEDULE

(Attached)



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Client:

Gatesville Public Library

Property:

111 N 8th ST.

Gatesville, TX 76528

Operator:

AUSTINM

Estimator:

Marcus Wofford

Type of Estimate:

Date Entered:

11/6/2024

Date Assigned:

Business: (254) 220-4546

Price List:

TXDF8X_AUG24

Labor Efficiency:

Restoration/Service/Remodel

Estimate:

GATESVILLE_PL



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

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General Conditions

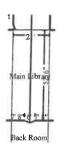
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
INSURANCE						
1. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	0.00	1,476.00	0.00	0.00	1,476.00
This item is to carry mandatory Commer	cial Insurance for t	his job.				
PROJECT MANAGEMENT						
2. Commercial Supervision / Project Management - per hour	140.00 HR	0.00	81.00	0.00	2,268.00	13,608.00
This item is for commercial supervision	and project manage	ment throughout th	he entirety of the proj	ect.		
HOTEL/PER DIEM						
3. Lodging expense (Bid Item)	1.00 EA	0.00	20,700.00	0.00	4,140.00	24,840.00
This item is for lodging for a crew of 10	and a superintender	nt for 3 weeks.				
4. Per Diem (Bid Item)	1.00 EA	0.00	5,775.00	0.00	1,155.00	6,930.00
This item is for per diem for 10 crew men	mbers and a superir	ntendent for 3 weel	ks.			
FUEL						
5. Fuel surcharge	1.00 EA	0.00	600.00	0.00	120.00	720.00
Totals: General Conditions				0.00	7,683.00	47,574.00
		Main Lev	el			
Main Level						
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DEBRIS REMOVAL						
6. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	685.93	0.00	0.00	137.18	823.11
FINAL CLEAN						
7. Final cleaning - construction - Commercial	8,699.36 SF	0.00	0.30	0.00	521.96	3,131.77
PACK-BACK/CONTENTS CLEAN	J					
8. Content pack back and clean.	1.00 EA	0.00	24,320.00	0.00	4,864.00	29,184.00
WINDOW TINTING						
9. Window Tinting (Bid Item)	1.00 EA	0.00	4,700.00	0.00	940.00	5,640.00
Total: Main Level				0.00	6,463.14	38,778.88

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11/26/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013



Main Library

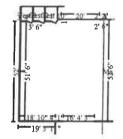
Height: Peaked

2,163.99 SF Walls 3,363.47 SF Walls & Ceiling 124.84 SY Flooring 151.06 LF Ceil. Perimeter 1,199.48 SF Ceiling 1,123.53 SF Floor 21.33 LF Floor Perimeter

Missing Wall - Goes to Floor

21' X 10'

Opens into ENTRY_FOYER



Subroom: Long (2)

2,488.32 SF Walls 4,914.55 SF Walls & Ceiling 249.69 SY Flooring 198.39 LF Ceil. Perimeter Height: Sloped 2,426.23 SF Ceiling

2,247.25 SF Floor 139.00 LF Floor Perimeter

Missing Wall - Goes to Floor

52' 6" X 14'

Opens into MAIN_LIBRARY



Subroom: Short (1)

1,804.71 SF Walls 3,374.93 SF Walls & Ceiling 140.97 SY Flooring 165.02 LF Ceil. Perimeter Height: Sloped
1,570.22 SF Ceiling
1,268.75 SF Floor

94.67 LF Floor Perimeter

Missing Wall - Goes to Floor Missing Wall - Goes to Floor 52' 6" X 14' 6' 4" X 6' 8" Opens into MAIN_LIBRARY
Opens into BACK HALL

0	- 1		· P·	· · · · · · · · · · · · · · · · · · ·		
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DRYWALL						
10. Drywall patch / small repair, ready for paint	3.00 EA	0.00	103.23	0.00	61.94	371.63
PAINT						
11. Paint the walls and ceiling - two coats - 2 colors	11,652. SF 95	0.00	1.63	0.00	3,798.86	22,793.17
12. Additional cost for high wall or ceiling - over 14' to 20'	5,195.93 SF	0.00	0.96	0.00	997.62	5,985.71
13. Paint steel truss system	1,500.00 SF	0.00	4.13	0.00	1,239.00	7,434.00
DOORS/TRIM					•	
14. Paint door or window opening - 2	5.00 EA	0.00	43.15	0.00	43.16	258.91
ATESVILLE_PL					11/26/2024	Page: 3

1600 Redbud Blvd Ste 200 McKinney TX 75069 255.00 LF

0.00

2.35

0.00

119.86

719.11

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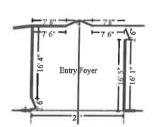
11/26/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Main Library

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	0&P	TOTAL
16. Stain & finish baseboard	60.00 LF	0.00	2.17	0.00	26.04	156.24
17. Sand wood - interior	60.00 BF	0.00	6.65	0.00	79.80	478.80
FLOORING						
18. Floor preparation for resilient flooring	4,639.53 SF	0.00	0.65	0.00	603.14	3,618.83
19. Glue down carpet	4,945.50 SF	0.00	2.46	0.00	2,433.18	14,599.11
FLOOR PROTECTION						
20. Floor protection - heavy paper and tape	4,639.53 SF	0.00	0.61	0.00	566.02	3,396.13
MASKING						
21. Mask wall - plastic, paper, tape (per LF)	255.00 LF	0.00	1.74	0.00	88.74	532.44
Totals: Main Library				0.00	10,057.36	60,344.08



Entry/Foyer

1,941.50 SF Walls 2,375.60 SF Walls & Ceiling 44.72 SY Flooring 84.36 LF Ceil. Perimeter Height: Peaked

434.10 SF Ceiling 402.50 SF Floor

59.67 LF Floor Perimeter

Missing Wall - Goes to Floor	21'	21' X 10'		Opens into MAIN_LIBRARY		
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DRYWALL						1
22. 5/8" drywall - hung, taped, floated, ready for paint ***PAINT***	45.00 SF	0.00	3.29	0.00	29.62	177.67
23. Paint the walls and ceiling - two coats - 2 colors	2,375.60 SF	0.00	1.63	0.00	774.44	4,646.67
24. Additional cost for high wall or ceiling - over 14' to 20'	434.10 SF	0.00	0.96	0.00	83.34	500.08
DOORS/TRIM						
25. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	43.15	0.00	17.26	103.56
26. Cove base molding - rubber or vinyl, 4" high	59.67 LF	0.00	2:35	0.00	28.04	168.26
FLOORING						
ATESVILLE_PL				1	1/26/2024	Page: 5

1600 Redbud Blvd Ste 200 ation for resilient X 75069 McKinney, TX 75069 972-569-7013

0.00

0.65

0.00

52.32

313.95

GATESVILLE_PL

11/26/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Entry/Foyer

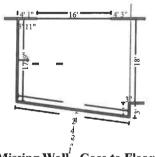
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
28. R&R Ceramic/porcelain tile	402.50 SF	2.23	12.91	0.00	1,218.78	7,312.64
FLOOR PROTECTION						
29. Floor protection - heavy paper and tape ***MASKING***	402.50 SF	0.00	0.61	0.00	49.10	294.63
30. Mask wall - plastic, paper, tape (per LF)	59.67 LF	0.00	1.74	0.00	20.76	124.59
Totals: Entry/Foyer .				0.00	2,273.66	13,642.05



Back Room

341.33 SF Walls
384.00 SF Ceiling
725.33 SF Walls & Ceiling
42.67 SY Flooring
42.67 LF Ceil. Perimeter

42.67 LF Ceil. Perimeter



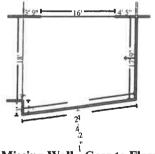
Subroom: Back Left (2)

865.00 SF Walls
470.72 SF Ceiling
1,335.73 SF Walls & Ceiling
467.09 SF Floor
51.90 SY Flooring
69.24 LF Floor Perimeter
87.61 LF Ceil. Perimeter



18' X 8'

Opens into BACK_ROOM



Subroom: Back Right (1)

865.01 SF Walls

470.74 SF Ceiling

1,335.75 SF Walls & Ceiling 51.90 SY Flooring 87.61 LF Ceil. Perimeter

467.11 SF Floor 69.24 LF Floor Perimeter

Missing Wall o Goes to Floor

18' X 8'

Opens into BACK_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL

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1600 Redbud Blvd Ste 200 L**McKinney, TX 75069 wrywall - 272g5 1920 116ated, 160.0

160.00 SF —

0.00

3.29

0.00

105.28

631.68

ready for paint

GATESVILLE_PL

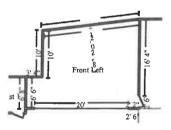
11/26/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Back Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
32. Drywall patch / small repair, ready for paint	2.00 EA	0.00	103.23	0.00	41.30	247.76
PAINT						
33. Paint part of the walls and ceiling - two coats	3,196.81 SF	0.00	1.29	0.00	824.78	4,948.66
DOORS/TRIM						
34. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	43.15	0.00	17.26	103.56
35. Cove base molding - rubber or vinyl, 4" high	181.15 LF	0.00	2.35	0.00	85.14	510.84
36. Stain & finish baseboard	20.00 LF	0.00	2.17	0.00	8.68	52.08
37. Sand wood - interior	20.00 BF	0.00	6.65	0.00	26.60	159.60
FLOORING						
38. Floor preparation for resilient flooring	1,318.19 SF	0.00	0.65	0.00	171.36	1,028.18
39. Glue down carpet	1,536.33 SF	0.00	2.46	0.00	755.88	4,535.25
FLOOR PROTECTION						
40. Floor protection - heavy paper and tape	1,318.19 SF	0.00	0.61	0.00	160.82	964.92
MASKING						
41. Mask wall - plastic, paper, tape (per LF)	181.15 LF	0.00	1.74	0.00	63.04	378.24
Totals: Back Room				0.00	2,260.14	13,560.77



Front Left

669.16 SF Walls 1,055.76 SF Walls & Ceiling 42.96 SY Flooring 83.64 LF Ceil. Perimeter Height: 8'

386.60 SF Ceiling 386.60 SF Floor 83.64 LF Floor Perimeter

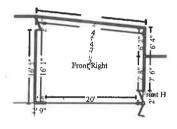
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DRYWALL						
42. 5/8" drywall - hung, taped, floated, ready for paint	180.00 SF	0.00	3.29	0.00	118.44	710.64
43. Drywall patch / small repair, ready for paint ***PAINT***	1.00 EA	0.00	103.23	0.00	20.64	123.87
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ATESVILLE_PL					11/26/2024	Page: 9



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Front Left

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
44. Paint part of the walls and ceiling - two coats	855.76 SF	0.00	1.29	0.00	220.78	1,324.71
DOORS/TRIM						
45. Cove base molding - rubber or vinyl, 4" high	83.64 LF	0.00	2.35	0.00	39.32	235.87
FLOORING						
46. Floor preparation for resilient flooring	386.60 SF	0.00	0.65	0.00	50.26	301.55
47. Glue down carpet	567.50 SF	0.00	2.46	0.00	279.22	1,675.27
FLOOR PROTECTION						
48. Floor protection - heavy paper and tape	386.60 SF	0.00	0.61	0.00	47.16	282.99
MASKING						
49. Mask wall - plastic, paper, tape (per LF)	83.64 LF	0.00	1.74	0.00	29.10	174.63
Totals: Front Left				0.00	804.92	4,829.53



Front Right

669.00 SF Walls 1,094.98 SF Walls & Ceiling 47.33 SY Flooring 83.62 LF Ceil. Perimeter Height: 8'

425.98 SF Ceiling 425.98 SF Floor 83.62 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DRYWALL						
50. 5/8" drywall - hung, taped, floated, ready for paint	30.00 SF	0.00	3.29	0.00	19.74	118.44
51. Drywall patch / small repair, ready for paint	1.00 EA	0.00	103.23	0.00	20.64	123.87
PAINT						
52. Paint part of the walls and ceiling - two coats	894.98 SF	0.00	1.29	0.00	230.90	1,385.42
DOORS/TRIM						
53. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	43.15	0.00	17.26	103.56
54. Cove base molding - rubber or vinyl, 4" high	83.62 LF	0.00	2.35	0.00	39.30	235.81
ATESVILLE_PL					11/26/2024	Page: 10





3*1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

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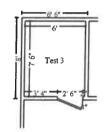
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1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Front Right

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
55. Floor preparation for resilient flooring	425.98 SF	0.00	0.65	0.00	55.38	332.27
56. Glue down carpet	604.08 SF	0.00	2.46	0.00	297.20	1,783.24
FLOOR PROTECTION						
57. Floor protection - heavy paper and tape	425.98 SF	0.00	0.61	0.00	51.98	311.83
MASKING						
58. Mask wall - plastic, paper, tape (per LF)	83.62 LF	0.00	1.74	0.00	29.10	174.60
Totals: Front Right				0.00	761.50	4.569.04



Test 3 Height: 8'

216.00 SF Walls 261.00 SF Walls & Ceiling 5.00 SY Flooring 27.00 LF Ceil. Perimeter 45.00 SF Ceiling 45.00 SF Floor 27.00 LF Floor Perimeter

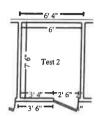
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
PAINT						
59. Paint the walls - two coats	216.00 SF	0.00	1.29	0.00	55.72	334.36
DOORS/TRIM						
60. Cove base molding - rubber or vinyl, 4" high	27.00 LF	0.00	2.35	0.00	12.70	76.15
FLOORING						
61. Floor preparation for resilient flooring	45.00 SF	0.00	0.65	0.00	5.86	35.11
62. Glue down carpet	207.17 SF	0.00	2.46	0.00	101.92	611.56
FLOOR PROTECTION						
63. Floor protection - heavy paper and tape	45.00 SF	0.00	0.61	0.00	5.50	32.95
MASKING						
64. Mask wall - plastic, paper, tape (per LF)	27.00 LF	0.00	1.74	0.00	9.40	56.38
Totals: Test 3				0.00	191.10	1,146.51

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1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

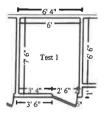


Test 2

Height: 8'

216.00 SF Walls 261.00 SF Walls & Ceiling 5.00 SY Flooring 27.00 LF Ceil. Perimeter 45.00 SF Ceiling 45.00 SF Floor 27.00 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
PAINT						
65. Paint the walls - two coats	216.00 SF	0.00	1.29	0.00	55.72	334.36
DOORS/TRIM						
66. Cove base molding - rubber or vinyl, 4" high	27.00 LF	0.00	2.35	0.00	12.70	76.15
FLOORING						
67. Floor preparation for resilient flooring	45.00 SF	0.00	0.65	0.00	5.86	35.11
68. Glue down carpet	207.17 SF	0.00	2.46	0.00	101.92	611.56
FLOOR PROTECTION						
69. Floor protection - heavy paper and tape	45.00 SF	0.00	0.61	0.00	5.50	32.95
MASKING						
70. Mask wall - plastic, paper, tape (per LF)	27.00 LF	0.00	1.74	0.00	9.40	56.38
Totals: Test 2				0.00	191.10	1,146.51



Test 1

Height: 8'

216.00 SF Walls 261.00 SF Walls & Ceiling 5.00 SY Flooring 27.00 LF Ceil. Perimeter

45.00 SF Floor 27.00 LF Floor Perimeter

45.00 SF Ceiling

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PAINT						
71. Paint the walls - two coats	216.00 SF	0.00	1.29	0.00	55.72	334.36
molding - rubber or 1600 Redbud Blv NG*McKinney, TX 7 972-569-7013	27.00 LF vd Ste 200	0.00	2.35	0.00	12.70	76.15



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Test 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	0&P	TOTAL
73. Floor preparation for resilient flooring	45.00 SF	0.00	0.65	0.00	5.86	35.11
74. Glue down carpet	207.17 SF	0.00	2.46	0.00	101.92	611.56
FLOOR PROTECTION						
75. Floor protection - heavy paper and tape	45.00 SF	0.00	0.61	0.00	5.50	32.95
MASKING						
76. Mask wall - plastic, paper, tape (per LF)	27.00 LF	0.00	1.74	0.00	9.40	56.38
Totals: Test 1				0.00	191.10	1,146.51



Back Hall

217.78 SF Walls 259.78 SF Walls & Ceiling 4.67 SY Flooring 26.00 LF Ceil. Perimeter Height: 10'

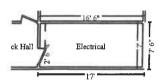
42.00 SF Ceiling 42.00 SF Floor

19.67 LF Floor Perimeter

Missing Wall - Goes to Floor	6' 4" X 6' 8"		Opens into SHORT			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
PAINT						
77. Paint the walls - two coats	217.78 SF	0.00	1.29	0.00	56.18	337.12
DOORS/TRIM						
78. Cove base molding - rubber or vinyl, 4" high	19.67 LF	0.00	2.35	0.00	9.24	55.46
FLOORING						
79. Floor preparation for resilient flooring	42.00 SF	0.00	0.65	0.00	5.46	32.76
80. Glue down carpet	⁼ 206.17 SF	0.00	2.46	0.00	101.44	608.62
FLOOR PROTECTION						
81. Floor protection - heavy paper and tape	42.00 SF	0.00	0.61	0.00	5.12	30.74
MASKING						
82. Mask wall - plastic, paper, tape (per LF)	19.67 LF	0.00	1.74	0.00	6.84	41.07
Totals: Back Hall				0.00	184.28	1,105.77
ATESVILLE_PL				1	1/26/2024	Page: 15



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

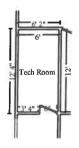


Electrical

Height: 10'

470.00 SF Walls 585.50 SF Walls & Ceiling 12.83 SY Flooring 47.00 LF Ceil. Perimeter 115.50 SF Ceiling 115.50 SF Floor 47.00 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DRYWALL						
83. Drywall patch / small repair, ready for paint	1.00 EA	0.00	103.23	0.00	20.64	123.87
PAINT						
84. Paint the walls - two coats	470.00 SF	0.00	1.29	0.00	121.26	727.56
DOORS/TRIM						
85. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	43.15	0.00	8.64	51.79
86. Cove base molding - rubber or vinyl, 4" high	47.00 LF	0.00	2.35	0.00	22.10	132.55
FLOORING						
87. Clean floor, strip & wax	115.50 SF	0.00	1.20	0.00	27.72	166.32
FLOOR PROTECTION						
88. Floor protection - heavy paper and tape	115.50 SF	0.00	0.61	0.00	14.10	84.56
MASKING						
89. Mask wall - plastic, paper, tape (per LF)	47.00 LF	0.00	1.74	0.00	16.36	98.14
Totals: Electrical				0.00	230.82	1,384.79



Tech Room

Height: 10'

360.00 SF Walls 432.00 SF Walls & Ceiling 8.00 SY Flooring 36.00 LF Ceil. Perimeter 72.00 SF Ceiling 72.00 SF Floor 36.00 LF Floor Perimeter

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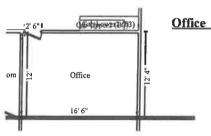
DESCRIPTION)TY	REMOVE	REPLACE	TAX	O&P	TOTAL
LL*G2 General Contractors	S					
atch 1600 kensita Biba Ste 20000 B	EΑ	0.00	103.23	0.00	20.64	123.87
McKinney, TX 75069						



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Tech Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
PAINT						
91. Paint the walls - two coats	360.00 SF	0.00	1.29	0.00	92.88	557.28
DOORS/TRIM						
92. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	43.15	0.00	8.64	51.79
93. Cove base molding - rubber or vinyl, 4" high	36.00 LF	0.00	2.35	0.00	16.92	101.52
FLOORING						
94. Clean floor, strip & wax	72.00 SF	0.00	1.20	0.00	17.28	103.68
FLOOR PROTECTION						
95. Floor protection - heavy paper and tape	72.00 SF	0.00	0.61	0.00	8.78	52.70
MASKING						
96. Mask wall - plastic, paper, tape (per LF)	36.00 LF	0.00	1.74	0.00	12.52	75.16
Totals: Tech Room				0.00	177.66	1,066.00



 $GATESVILLE_PL$

570.00 SF Walls 768.00 SF Walls & Ceiling

22.00 SY Flooring

57.00 LF Ceil. Perimeter

Height: 10'

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198.00 SF Ceiling 198.00 SF Floor

57.00 LF Floor Perimeter

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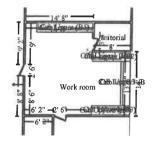
	-					
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
PAINT						
97. Paint the walls - two coats	570.00 SF	0.00	1.29	0.00	147.06	882.36
DOORS/TRIM						
98. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	43.15	0.00	8.64	51.79
99. Cove base molding - rubber or vinyl, 4" high	57.00 LF	0.00	2.35	0.00	26.80	160.75
FLOORING						
100. Floor preparation for resilient flooring	198.00 SF	0.00	0.65	0.00	25.74	154.44
101. Glue down carpet	369.67 SF	0.00	2.46	0.00	181.88	1,091.27
FLOOR PROTECTION						



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
102. Floor protection - heavy paper and tape	198.00 SF	0.00	0.61	0.00	24.16	144.94
MASKING						
103. Mask wall - plastic, paper, tape (per LF)	57.00 LF	0.00	1.74	0.00	19.84	119.02
Totals: Office				0.00	434.12	2,604.57



Work room

856.67 SF Walls 1,260.56 SF Walls & Ceiling 44.88 SY Flooring 85.67 LF Ceil. Perimeter Height: 10'
403.89 SF Ceiling

85.67 LF Floor Perimeter

403.89 SF Floor

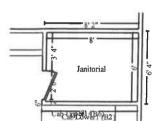
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DRYWALL						
104. Drywall patch / small repair, ready for paint	1.00 EA	0.00	103.23	0.00	20.64	123.87
PAINT						
105. Paint the walls - two coats	856.67 SF	0.00	1.29	0.00	221.02	1,326.12
DOORS/TRIM						
106. Cove base molding - rubber or vinyl, 4" high	85.67 LF	0.00	2.35	0.00	40.26	241.58
FLOORING						
107. Clean floor, strip & wax	403.89 SF	0.00	1.20	0.00	96.94	581.61
FLOOR PROTECTION						
108. Floor protection - heavy paper and tape	403.89 SF	0.00	0.61	0.00	49.28	295.65
MASKING						
109. Mask wall - plastic, paper, tape (per LF)	85.67 LF	0.00	1.74	0.00	29.82	178.89
Totals: Work room				0.00	457.96	2,747.72

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11/26/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013



Janitorial

Height: 10'

280.00 SF Walls 328.00 SF Walls & Ceiling 5.33 SY Flooring 28.00 LF Ceil. Perimeter 48.00 SF Ceiling 48.00 SF Floor 28.00 LF Floor Perimeter

DESCRIPTION	TION QTY		REPLACE	TAX	O&P	TOTAL
DRYWALL						
110. Drywall patch / small repair, ready for paint ***PAINT***	1.00 EA	0.00	103.23	0.00	20.64	123.87
111. Paint the walls - two coats	280.00 SF	0.00	1.29	0.00	72.24	433.44
DOORS/TRIM						
112. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	43.15	0.00	8.64	51.79
113. Cove base molding - rubber or vinyl, 4" high	28.00 LF	0.00	2.35	0.00	13.16	78.96
FLOORING						
114. Clean floor, strip & wax	48.00 SF	0.00	1.20	0.00	11.52	69.12
FLOOR PROTECTION						
115. Floor protection - heavy paper and tape	48.00 SF	0.00	0.61	0.00	5.86	35.14
MASKING						
116. Mask wall - plastic, paper, tape (per LF)	28.00 LF	0.00	1.74	0.00	9.74	58.46
Totals: Janitorial				0.00	141.80	850.78



Women's RR

Height: 10'

706.67 SF Walls 954.08 SF Walls & Ceiling 27.49 SY Flooring 70.67 LF Ceil. Perimeter 247.42 SF Ceiling 247.42 SF Floor 70.67 LF Floor Perimeter

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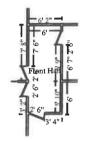
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
G2 General Contrac	tors					
of the West and de Biva Ste 400 McKinney, TX 75069 972-569-7013	904 SF	0.00	1.29	0.00	123.08	738.46



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Women's RR

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DOORS/TRIM						
118. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	43.15	0.00	8.64	51.79
FLOOR PROTECTION						
119. Floor protection - heavy paper and tape	247.42 SF	0.00	0.61	0.00	30.18	181.11
MASKING						
120. Mask wall - plastic, paper, tape (per LF)	70.67 LF	0.00	1.74	0.00	24.60	147.57
Totals: Women's RR				0.00	186.50	1,118.93



Front Hall

Height: 10'

443.33 SF Walls 540.33 SF Walls & Ceiling 10.78 SY Flooring 44.33 LF Ceil. Perimeter 97.00 SF Ceiling 97.00 SF Floor 44.33 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DRYWALL						
121. 5/8" drywall - hung, taped, floated, ready for paint	60.00 SF	0.00	3.29	0.00	39.48	236.88
PAINT						
122. Paint the walls - two coats	443.33 SF	0.00	1.29	0.00	114.38	686.28
DOORS/TRIM						
123. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	43.15	0.00	8.64	51.79
124. Cove base molding - rubber or vinyl, 4" high	44.33 LF	0.00	2.35	0.00	20.84	125.02
FLOORING						
125. Clean floor, strip & wax	97.00 SF	0.00	1.20	0.00	23.28	139.68
FLOOR PROTECTION						
126. Floor protection - heavy paper and tape	97.00 SF	0.00	0.61	0.00	11.84	71.01
MASKING						
127. Mask wall - plastic, paper, tape (per LF)	44.33 LF	0.00	1.74	0.00	15.42	92.55

GATESVILLE_PL

11/26/2024

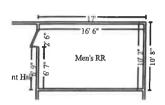


Men's RR

1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Front Hall

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Front Hall				0.00	233.88	1,403.21



533.33 SF Walls 701.08 SF Walls & Ceiling 18.64 SY Flooring 53.33 LF Ceil. Perimeter 167.75 SF Ceiling 167.75 SF Floor 53.33 LF Floor Perimeter

Height: 10'

Page: 23

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
DRYWALL						
128. Drywall patch / small repair, ready for paint ***PAINT***	1.00 EA	0.00	103.23	0.00	20.64	123.87
129. Paint part of the walls and ceiling - two coats ***FLOOR PROTECTION***	350.54 SF	0.00	1.29	0.00	90.44	542.64
130. Floor protection - heavy paper and tape	167.75 SF	0.00	0.61	0.00	20.46	122.79
MASKING						
131. Mask wall - plastic, paper, tape (per LF)	53.33 LF	0.00	1.74	0.00	18.56	111.35
Totals: Men's RR				0.00	150.10	900.65
Total: Main Level				0.00	25,391.14	152,346.30
Line Item Totals: GATESVILLE_PL				0.00	33,074.14	199,920.30

Grand Total Areas:

16,893.80	SF Walls	9,294.63	SF Ceiling	26,188.43	SF Walls and Ceiling
8,699.36	SF Floor	966.60	SY Flooring	1,185.75	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	1,549.00	LF Ceil. Perimeter
8,699.36	Floor Area	8,968.69	Total Area	16,893.80	Interior Wall Area
4,648.75	Exterior Wall Area	407.75	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
GATESVILLE_F	PL				11/26/2024



Thin Ragbud Blyd Ste 200 McKinney, TX 75069 972-569-7013

0.00 Total Hip Length

GATESVILLE_PL

11/26/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Summary

 Line Item Total
 166,846.16

 Overhead
 16,537.07

 Profit
 16,537.07

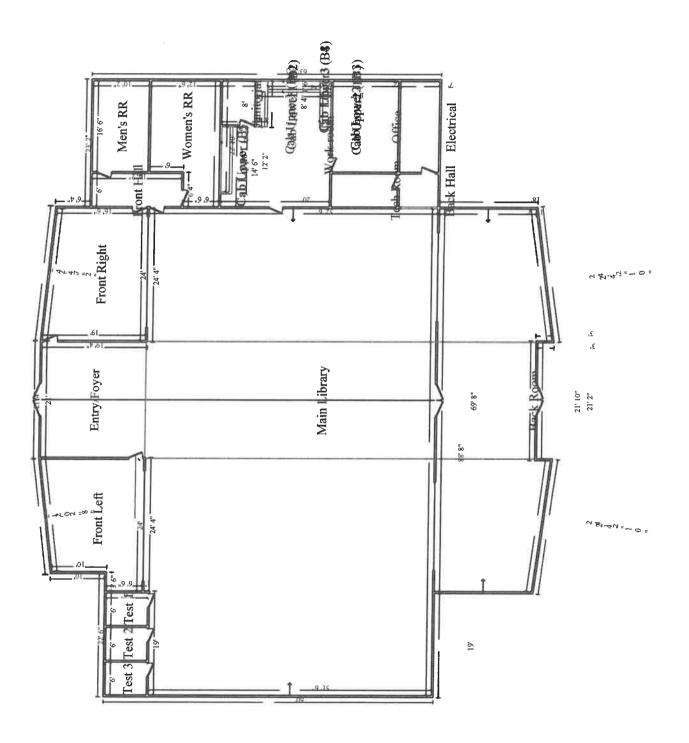
 Replacement Cost Value
 \$199,920.30

 Net Claim
 \$199,920.30

Marcus Wofford

GATESVILLE_PL

11/26/2024





1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Client:

City of Gatesville Library Building Envelope

Property:

111 N 8th St

Gatesville, TX 76528

Operator:

AUSTINM

Estimator:

Garette Griffin

Position:

Project Manager

Company:

G2 General Contractors

Business:

1600 Redbud Blvd Ste 200

Mckinney, TX 75069

Type of Estimate:

Date Entered:

11/8/2024

Date Assigned:

Business:

E-mail:

(903) 209-8814

Garette@g2generalcontractors

Price List:

TXWA8X_NOV24

Labor Efficiency:

Restoration/Service/Remodel

Estimate:

GATESVILLE_LIBRARY2

TIPS#211001



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

GATESVILLE_LIBRARY2

General Requirements

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Commercial Supervision / Project Management - per hour	40.00 HR	0.00	74.35	0.00	594.80	3,568.80
Part time commercial supervision over 3	week span.					
2. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	0.00	1,026.00	0.00	205.20	1,231.20
Totals: General Requirements				0.00	800.00	4,800.00

Building Envelope

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
3. Roofing (Bid Item)	1.00 EA	0.00	14,200.00	0.00	2,840.00	17,040.00

Power wash and prep TPO/EPDM low slope flat roofs

Power wash and prep metal roof areas as needed to re-seal seams and rivets

Install new pipe boots and clamps on metal roof for roof overhaul

Check the metal roof and gutters and seal areas that have dry rotted due to age
Install IB silicone with 10 year warranty on low slope TPO/EPDM (color white or grey TBD) 2 coats will be hand rolled

4-5 man crew

2-4 days to complete

2-55 gallon drums of IB silicone

4. Painting (Bid Item) 1.00 EA 0.00 74,655.00 0.00 14,931.00 89,586.00

GATESVILLE_LIBRARY2

11/8/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

CONTINUED - Building Envelope

DESCRIPTION

OTY

REMOVE

REPLACE

TAX

0&P

TOTAL

The scope of work will be to seal the windows on all elevations of the building. Prepare the surface to

receive new scalant and apply primer, per the manufacturer's specifications. Install a soft closed- cell backer rod in the joint around the perimeter of the window frame. This ensures proper joint configuration and will avoid three-sided adhesion of the scalant. Wipe the glass lites and aluminum frames clean with denatured alcohol, on a lent free cotton cloth, which will promote adhesion of the scalant to the surfaces. Wet scal the window system, utilizing Dowsil 795 high-performance, single- component, neutral-cure, medium-modulus silicone scalant, and tool to a smooth professional finish. Install Dowsil 123 extruded silicone on all metal to metal butt joints on the window frames, per the manufacturer's specifications. The manufacturer will provide a twenty (20) year material warranty upon request.

The scope of work will be to apply an elastomeric coating on all elevations of the building. Perform repairs and seal any cracks over 1/16", per the manufacturer's specifications. Replace the sealant in the wall panel control joints on all elevations of the building. Prepare the surfaces to receive new sealant and apply primer, per the manufacturer's specifications. Install a soft closed-cell backer rod which will ensure proper joint configuration and will avoid three-sided adhesion of the sealant. Apply BASF MasterSeal NP 1 multi-component, high-performance, highly-flexible polyurethane sealant and tool to a smooth finish. Clean the walls of the building utilizing pressure washing and biological cleaners, as necessary, to prepare the surface to receive the waterproof coating. Apply one coat of BASF MasterProtect HB 400 water-based, high-build, 100% acrylic waterproof coating, per the manufacturer's specifications. Apply one coat of BASF MasterProtect C 350 water-based, 100% acrylic, smooth, easy-cleaning, hydrophobic waterproof coating, per the manufacturer's specifications. The manufacturer will provide a ten (10) year labor and material warranty for the elastomeric coating upon request.

The scope of work will be to apply a water repellent to the textured-faced cmu block on all elevations of the building. Manually and mechanically route and repoint cracks, per the manufacturer's specifications. Power wash the exterior brick walls in order to eliminate any contaminates from the surface of the cmu block and mortar. Apply Prosoco Blok-Guard & Graffitti control clear-drying, water-based silicone emulsion water repellent, per the manufacturer's specifications.

Totals: Building Envelope 0.00 17,771.00 106,626.00	Line Item Totals: GATESVILLE_LIBRARY2	0.00	18,571.00	111,426.00
	Totals: Building Envelope	0.00	17,771.00	106,626.00

GATESVILLE LIBRARY2

11/8/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Summary

Line Item Total Overhead Profit

Replacement Cost Value Net Claim 92,855.00 9,285.50 9,285.50

> \$111,426.00 \$111,426.00

Garette Griffin Project Manager

GG CONTRACTORS RENOVATION CONTRACT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES AND SHOULD BE READ THOROUGHLY AND UNDERSTOOD PRIOR TO SIGNING. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS OR RESPONSIBILTIES UNDER THIS CONTRACT, YOU MAY WISH TO CONSULT AN ATTORNEY.

1. **GENERAL INFORMATION**.

Effective Date:

December 11, 2024

Owner:

City of Gatesville

Mailing Address:

Attn City Manager, 803 E Main Street, Gatesville, TX 76528

Contractor:

GG Contractors d/b/a G2 General Contractors ("Contractor")

Mailing Address:

1600 Redbud Blvd. STE 203

McKinney, Texas 75069 Attn: Mason Kuehl

Property:

Address:

111 N. 8th St. Gatesville, TX

Legal Description: (the "Property")

Owner and Contractor agree as follows:

2. DESCRIPTION OF WORK ("Proiect"). Contractor agrees to construct certain improvements and renovations on and to the Property as set forth in Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Work") in exchange for the purchase price. Contractor has provided an itemized budget and estimate for the Scope of Work requested by Owner which is also included in Exhibit A. This Agreement and its exhibit(s), , and any other related plans or schematics are referred to as the "Construction Documents."

3. PURCHASE PRICE AND PAYMENT PROCEDURES.

(a)	Consideration.	The	total	amount	for	the	project	is	estimated at
\$19,809.17, in accordance with the attached budget. A 50% deposit of									
\$9,904.5	9 (the	"Depos	it")	is required	to be	ain the	Project.		

- (b) <u>Contingencies</u>. From time to time, instances may arise during which Contractor must make adjustments to the work in order for the Project to be constructed properly. These adjustments can sometimes cause the work to exceed budget allowances. Contractor will notify Owner and obtain Owner's approval prior to incurring such expenses. Contractor will provide Owner an accounting of all costs and expenses of the Project upon request.
- (c) <u>Draw Requests and Progress Payments.</u> Contractor will submit draw requests/progress payments/budget status every two (2) weeks. Requests will be presented to Owner on or before Tuesday and Owner will pay Contractor on or before Friday of the week submitted. Owner shall pay the draws and progress payments directly to Contractor or Owner

Owner Initials				
	Page	1	of '	7

shall authorize Contractor to make draw requests on Owner's behalf to Owner's lender for advances under Owner's interim construction financing. Owner remains responsible for paying the Consideration to Contractor.

(d) <u>Final Payment.</u> Upon completion of Contractor's construction obligations and the delivery to and acceptance by Owner of the completed work and Owner and Owner's Lender of the bills-paid affidavit as set forth in Section 53.259, Texas Property Code, Owner shall pay Contractor all outstanding sums due.

4. CONSTRUCTION.

- (a) <u>Commencement and Completion of Construction</u>. Contractor will commence construction as soon as practicable following the Effective Date of this contract and receipt of the Deposit but in no event later than thirty (30) days after the latter of the Effective Date of this contract and receipt of the Deposit. Contractor will complete the construction no later than <u>April</u> 30, 2025 . Contractor will use all commercially reasonable efforts to cause each element of construction to be completed within the construction timeline agreed to between Owner and Contractor and to be determined prior to commencement of work.
- (b) <u>Conformity with Construction Documents.</u> Construction of the Project may be subject to changes in plans, specifications, materials, fixtures and methods, and substitutions of material with reasonable equivalents. Owner should inquire about any features that Owner wants before signing this Agreement. Figures regarding size, square footage, and other dimensions of the Property, which may have been provided to you, are only estimates; actual construction may vary.
- (c) <u>Permits.</u> Contractor shall make reasonable efforts to obtain all necessary licenses, permits, and similar authorizations required by any applicable governmental authorities. Contractor shall have no liability for any failure to obtain any such items, in which case either party may terminate this Agreement without further liability to the other party.
- (d) <u>Control of Construction Site.</u> Owner shall grant Contractor reasonable access to the construction site so as to complete the Project. This includes access to electricity, water, and other utilities required for the Project. If Owner does not provide sufficient access and Contractor cannot work on the Project due to such denial of access, Owner is in breach and Contractor may exercise all remedies provided in this agreement. Owner acknowledges it remains and has full responsibility and control for the preexisting environmental condition of the Property.
- defects for a period of one (1) year from the date of completion of the Project, and warrants plumbing, electrical, heating, and air-conditioning delivery systems, to the extent applicable, for a period of two (2) years from the date of completion of the Project. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. THIS EXPRESS WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTY TO BE MADE AVAILABLE BY CONTRACTOR AND IS IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, SUITABILITY AND FITNESS, WHICH ARE ALL HEREBY DISCLAIMED BY CONTRACTOR AND WAIVED BY OWNER. THE PARTIES AGREE THAT THIS EXPRESS WARRANTY AND CONTRACT DOCUMENTS ADEQUATELY SET FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE

Owner Initials Page 2 of 7

PROJECT.

6. <u>INSURANCE</u>. Contractor shall maintain at all times during construction under this Agreement adequate insurance as it does during its normal business operations, including Contractor's risk and commercial general liability, and shall provide proof of same upon the request of Owner or Owner's Lender. Owner understands and is advised to obtain its own insurance sufficient to cover any and all losses it deems appropriate during the term of this Agreement. Upon completion of Contractor's construction obligations or possession by Owner, Owner shall obtain appropriate insurance to cover all risk of loss and assumes all risk of loss.

7. DEFAULT AND REMEDIES.

- (a) <u>Default.</u> If Owner defaults in payment or any other obligation contained herein, after written notice has been delivered and a five (5) day opportunity to cure has passed, Contractor shall have the right to the following remedies (i) discontinue work; (ii) bring an action for payment of any amount due; (iii) terminate this Agreement; (iv) and pursue any other legal remedy. Contractor may apply all amounts paid by Owner to Contractor's damages, including its loss of profit. Any past due amounts shall be subject to interest at the highest legal amount by state law, beginning on the thirtieth (30th) day after such sums are due after the cure period. Contractor may stop the work upon written notice to Owner, at any time after the written notice is provided by Contractor. All remedies provided to Contractor are cumulative.
- (b) Attorney's Fees. Subject to the limitations stated above, the prevailing party in a dispute that is resolved through arbitration (whether before or after Closing) is entitled to recover its reasonable attorneys' fees, arbitration fees, costs and other related expenses ("legal expenses") actually incurred.

8. MEDIATION AND BINDING ARBITRATION.

IT IS THE POLICY OF THE STATE OF TEXAS TO ENCOURAGE THE RESOLUTION OF DISPUTES THROUGH ALTERNATIVE-DISPUTE-PEACEABLE RESOLUTION PROCEDURES. THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT THIS TRANSACTION INVOLVES INTERSTATE COMMERCE AND THAT ANY DISPUTE (WHETHER CONTRACT, WARRANTY, TORT, STATUTORY OR OTHERWISE). INCLUDING, BUT NOT LIMITED TO, (A) ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATING TO, THIS AGREEMENT, AND ANY AMENDMENTS THERETO, THE PROPERTY, THE RESIDENCE, OR ANY DEALINGS BETWEEN THE PARTIES, (B) ANY CONTROVERSY, DISPUTE OR CLAIM ARISING BY VIRTUE OF ANY REPRESENTATIONS, OMISSIONS, PROMISES OR WARRANTIES ALLEGED TO HAVE BEEN MADE BY EITHER PARTY OR THEIR REPRESENTATIVE: AND (C) ANY PERSONAL INJURY OR PROPERTY DAMAGE ALLEGED TO HAVE BEEN SUSTAINED BY ANY PARTY ON THE PROPERTY OR IN THE APPLICABLE SUBDIVISION SHALL FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED DURING MEDIATION. SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) OR, IF APPLICABLE, BY SIMILAR STATE STATUTE, AND NOT BY OR IN A COURT OF LAW. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR. IN NO EVENT SHALL OWNER BE INITIALLY REQUIRED TO PAY ARBITRATION COSTS AND FEES IN EXCESS OF THOSE THAT WOULD HAVE BEEN INCURRED IN FILING SUIT IN A COURT OF LAW AND EFFECTING SERVICE OF PROCESS. THE ARBITRATOR MAY AWARD TO THE PREVAILING PARTY, IF ANY, AS DETERMINED

Owner Initials Page 3 of 7

BY THE ARBITRATOR, ALL OR ANY PORTION OF ITS COSTS AND FEES. "COSTS AND FEES" MAY INCLUDE REASONABLE EXPENSES OF MEDIATION AND/OR ARBITRATION, INCLUDING ARBITRATOR'S FEES, ADMINISTRATIVE FEES, TRAVEL EXPENSES AND OUT-OF-POCKET EXPENSES SUCH AS COPYING AND TELEPHONE, COURT COSTS, WITNESS FEES AND REASONABLE ATTORNEY'S FEES.

- ANY AND ALL MEDIATIONS COMMENCED BY ANY OF THE PARTIES TO THIS AGREEMENT SHALL BE FILED WITH AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO ("AAA"), IN ACCORDANCE WITH THE AAA'S HOME CONSTRUCTION MEDIATION PROCEDURES IN EFFECT ON THE DATE OF THE REQUEST. IF THERE ARE NO HOME CONSTRUCTION MEDIATION PROCEDURES CURRENTLY IN EFFECT. THEN THE AAA'S CONSTRUCTION INDUSTRY MEDIATION RULES IN EFFECT ON THE DATE OF SUCH REQUEST SHALL BE UTILIZED. ANY PARTY RELYING UPON AN EXPERT REPORT OR REPAIR ESTIMATE AT THE MEDIATION SHALL PROVIDE THE MEDIATOR AND THE OTHER PARTIES WITH A COPY OF THE REPORT. IF ONE OR MORE ISSUES DIRECTLY OR INDIRECTLY RELATE TO ALLEGED DEFICIENCIES IN DESIGN, MATERIALS, OR CONSTRUCTION, ALL PARTIES AND THEIR EXPERTS SHALL BE ALLOWED TO INSPECT, DOCUMENT, AND TEST THE ALLEGED DEFICIENCIES PRIOR TO MEDIATION. UNLESS MUTUALLY WAIVED IN WRITING BY ALL THE PARTIES, SUBMISSION TO MEDIATION IS A CONDITION PRECEDENT TO EITHER PARTY FILING SUIT OR SUBMITTING THIS MATTER TO BINDING ARBITRATION.
- SHALL BE SUBMITTED TO BINDING ARBITRATION THROUGH THE AAA. IN ANY ARBITRATION PROCEEDING BETWEEN THE PARTIES: (A) ALL APPLICABLE FEDERAL AND STATE LAW (INCLUDING CHAPTER 27 OF THE TEXAS PROPERTY CODE) SHALL APPLY; (B) ALL APPLICABLE CLAIMS, CAUSES OF ACTION, REMEDIES AND DEFENSES THAT WOULD BE AVAILABLE IN COURT SHALL APPLY; (C) THE PROCEEDING SHALL BE CONDUCTED BY A SINGLE ARBITRATOR AS SET FORTH HEREIN; (D) THE PARTIES SHALL BE ENTITLED TO CONDUCT REASONABLE AND NECESSARY DISCOVERY AS AGREED OR ALLOWED BY THE ARBITRATOR; (E) THE ARBITRATOR SHALL RENDER A WRITTEN AWARD AND, IF REQUESTED BY ANY PARTY, A REASONED AWARD; (F) THE PARTIES SHALL NOT BE REQUIRED TO PAY ANY UNREASONABLE COSTS OR FEES AND THE ARBITRATOR SHALL HAVE THE RIGHT TO APPORTION COSTS AND FEES IN AN EQUITABLE MANNER IN THE ARBITRATION AWARD; AND (G) ANY AWARD RENDERED IN THE PROCEEDING SHALL BE FINAL AND BINDING AND JUDGMENT UPON ANY SUCH AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.
- (d) THE PARTIES AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS MEDIATION-ARBITRATION AGREEMENT SHALL SURVIVE (1) THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY; OR (2) THE DEFAULT OF THIS AGREEMENT BY EITHER PARTY. THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS MEDIATION-ARBITRATION AGREEMENT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS MEDIATION-ARBITRATION AGREEMENT AND/OR THE AGREEMENT. THE PARTIES FURTHER AGREE (1) THAT ANY DISPUTE INVOLVING CONTRACTOR'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL BE RESOLVED AS SET FORTH HEREIN AND NOT IN A COURT OF LAW; AND (2) THAT SUBCONTRACTORS, SUPPLIERS, AND INSURERS MAY BE ADDED AS PARTIES IN ANY MEDIATION AND ARBITRATION.

Owner Initials Page 4 of 7

- (e) IF ANY PARTY TO THIS AGREEMENT FILES A PROCEEDING IN ANY COURT TO RESOLVE ANY SUCH CONTROVERSY, DISPUTE OR CLAIM, SUCH ACTION SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF SUCH PARTY OR A BAR TO THE RIGHT OF ANY OTHER PARTY TO SEEK ARBITRATION OF THAT OR ANY OTHER CLAIM, DISPUTE OR CONTROVERSY, AND THE COURT SHALL, UPON MOTION OF ANY PARTY TO THE PROCEEDING, DIRECT THAT SUCH CONTROVERSY, DISPUTE OR CLAIM BE ARBITRATED IN ACCORDANCE HEREWITH. BECAUSE AS THIS AGREEMENT PROVIDES FOR MANDATORY ARBITRATION OF DISPUTES, IF ANY PARTY COMMENCES LITIGATION IN VIOLATION OF THIS AGREEMENT, SUCH PARTY SHALL REIMBURSE THE OTHER PARTIES TO THE LITIGATION FOR THEIR COSTS AND EXPENSES INCLUDING ATTORNEYS' FEES INCURRED IN SEEKING ABATEMENT OF SUCH LITIGATION AND ENFORCEMENT OF ARBITRATION.
- **9. WAIVER OF SUBROGATION.** Owner and Contractor waive any and all claims, demands and causes of action against each other and on behalf of their respective insurers to the extent that damages, costs, or repairs are covered and actually paid under any insurance policy or warranty program, or paid by any other third party that could claim subrogation rights against Owner or Contractor.
- 10. <u>SERVICE OF NOTICES</u>. All notices under this contract must be in writing and sent by personal delivery, overnight mail, or certified mail (return receipt requested) to Owner or Contractor at the addresses indicated in Section 1. Notices served by personal delivery and overnight mail are deemed received upon delivery. Notices sent by certified mail are deemed received three days after mailing.

11. MISCELLANEOUS.

- (a) Governing Law. The Contract is to be governed by the laws of the State of Texas.
- (b) <u>Assignment/Construction Financing.</u> No party may assign any rights or obligations under the Agreement (other than to a lender advancing payment of all or part of the Purchase Price) without the prior written consent of the other party. This Agreement is binding on and inures to the benefit of Contractor and Owner, and their respective heirs, executors, administrators, successors, and permitted assigns. In the event that Lender-generated documents contain provisions that are inconsistent with any terms of this Agreement or impose obligations on Contractor which are not expressly stated in this Agreement (e.g. retainage, lien waivers, draw requirements), such provisions in the Lender-generated documents shall not be binding on Contractor. This Agreement controls the relationship between Owner and Contractor and the terms of payment.
- (c) <u>Time of the Essence.</u> Owner acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.
- (d) <u>Severability.</u> If any provision of this Agreement is deemed or declared invalid or unenforceable by an arbitration or court of competent jurisdiction, the remaining provisions shall not be affected. If reformation is permitted under applicable law, such provision shall be reformed only to the extent necessary to make it enforceable, and enforced as if it had been in its reformed state when entered into.
- (e) <u>Entire Agreement.</u> OWNER CERTIFIES THAT OWNER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH EXHIBIT, RIDER, AND

Owner Initials	MK		
	Page 5 of 7		

ADDENDUM ATTACHED HERETO, AND THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON CONTRACTOR. OWNER ACKNOWLEDGES THAT OWNER HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY CONTRACTOR, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. OWNER HAS BASED THE DECISION TO ENTER INTO THIS AGREEMENT FOR COMPLETION OF THE PROJECT BASED ON PERSONAL INVESTIGATION, OBSERVATION, AND THE DOCUMENTS.

- (f) <u>Modification.</u> This agreement may only be amended by written agreement signed by all parties.
- (g) <u>Counterparts and Signatures.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.
- **12. ATTACHMENTS.** This Agreement contains and incorporates the following exhibits and attachments and Purchaser acknowledges receipt prior to signing the Agreement. [Mark applicable documents]:

☒ Exhibit A: Scope of Work/ Approved Estimate
☐ Insurance

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

[Signature page follows]

Owner Initials ______

Executed as of the Effective Date set forth above.				
OWNER:				
:				
Home Phone Number:				
Work Number:				
Cell Number:				
Email:				
CONTRACTOR:				
GG Contractors d/b/a G2 General Contractors				
By: Name: Mason Kuehl Title: Executive Director				
Contractor's Street Address: 1600 Redbud Blvd. STE 203 McKinney, Texas 75069				

EXHIBIT A

SCOPE OF WORK/ITEMIZED BUDGET/SCHEDULE

(Attached)



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Client:

Gatesville Public Library

Property:

111 N 8th ST.

Gatesville, TX 76528

Operator:

AUSTINM

Estimator:

Marcus Wofford

Type of Estimate:

Date Entered:

11/6/2024

Date Assigned:

Business: (254) 220-4546

Price List:

TXDF8X_AUG24

Labor Efficiency:

Restoration/Service/Remodel

Estimate:

GATESVILLE_PL-CO



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

GATESVILLE_PL-CO

Main Level



Work room

856.67 SF Walls 1,260.56 SF Walls & Ceiling 44.88 SY Flooring

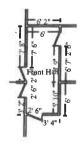
85.67 LF Ceil. Perimeter

403.89 SF Ceiling 403.89 SF Floor

85.67 LF Floor Perimeter

Height: 10'

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
PLUMBING						
1. R&R Sink faucet - Kitchen	1.00 EA	20.84	288.61	0.00	61.88	371.33
2. R&R Sink - double basin	1.00 EA	22.23	417.33	0.00	87.90	527.46
R&R P-trap assembly - ABS (plastic)	1.00 EA	8.35	73.99	0.00	16.48	98.82
4. R&R Plumbing fixture supply line	2.00 EA	5.56	24.01	0.00	11.82	70.96
CABINETRY						
5. Strip & refinish cabinetry - upper - inside and out	38.00 LF	0.00	109.23	0.00	830.14	4,980.88
6. Strip & refinish cabinetry - lower - inside and out	40.00 LF	0.00	129.15	0.00	1,033.20	6,199.20
7. R&R Countertop - flat laid plastic aminate	42.00 LF	4.80	44.02	0.00	410.08	2,460.52
Totals: Work room				0.00	2,451.50	14,709.17



Front Hall

443.33 SF Walls 540.33 SF Walls & Ceiling 10.78 SY Flooring 44.33 LF Ceil, Perimeter 97.00 SF Ceiling 97.00 SF Floor

44.33 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
PLUMBING						
8. Remove and replace fountains with Bottle Fillers	1.00 EA	0.00	4,250.00	0.00	850.00	5,100.00
Totals: Front Hall				0.00	850.00	5,100.00
ATESVILLE_PL-CO					11/8/2024	Page: 2

Total: Main Level 0.00 3,301.50 19,809.17

GATESVILLE_PL-CO

11/8/2024



1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

0.00 Total Ridge Length

Line Item Totals: GATESVILLE_P	L-CO		0.0	3,301.50	19,809.17
Grand Total Areas:					
16,893.80 SF Walls	9,294.63	SF Ceiling	26,188.43	SF Walls and Ceiling	
8,699.36 SF Floor	966.60	SY Flooring	1,185.75	LF Floor Perimeter	
0.00 SF Long Wall	0.00	SF Short Wall	1,549.00	LF Ceil. Perimeter	
8,699.36 Floor Area	8,968.69	Total Area	16,893.80	Interior Wall Area	
4,648.75 Exterior Wall Area	407.75	Exterior Perimeter of Walls			
0.00 Surface Area	0.00	Number of Squares	0.00	Total Perimeter Lengt	h

0.00 Total Hip Length

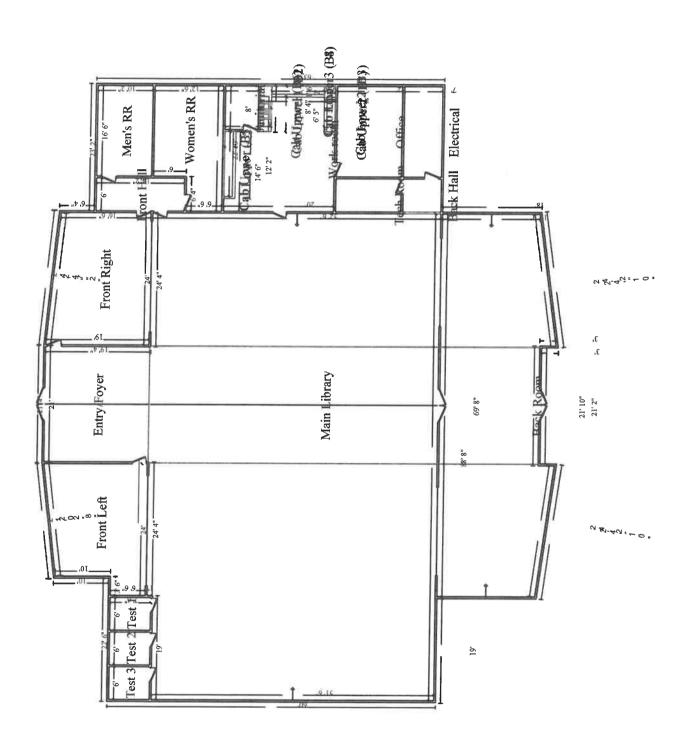


1600 Redbud Blvd Ste 200 McKinney, TX 75069 972-569-7013

Summary

	Summary
Line Item Total	16,507.67
Overhead	1,650.75
Profit	1,650.75
Replacement Cost Value	\$19,809.17
Net Claim	\$19,809.17
	·

Marcus Wofford





Agenda Item # 14

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Mike Halsema, Deputy City Manager

Agenda Item: Discussion and possible action regarding a change order for HVAC replacement

services

Information:

The Library, Civic Center, and Fleet shop were experiencing HVAC issues and council approved a contract with Muegge Heating & Air for \$213,655 to replace these HVAC units on August 27th. The Civic Center's HVAC systems have been replaced. During the removal of the HVAC equipment at the library, it was discovered that the existing system did not have a proper return air ducting system. The system was pulling return air from the suspended ceiling and attic spaces. This is not efficient and will cause undue strain on the equipment, likely causing premature failure. The change order is for \$44,237, or 20% of the original contract. State law requires a project to be re-bid if a change order exceeds 25%, and the proposed change is under that threshold. A more detailed description of the proposed change order is attached. The additional funds are proposed to be sourced from the CIP fund.

Financial Impact:

\$44,237

Staff Recommendation: Staff recommends that the City Council approve a change order with Muegge Heating and Air for HVAC services for \$44,237.

Motion:

I make a motion to approve a change order with Muegge Heating and air for HVAC services \$44,237, raising the total not exceed contract amount to \$257,892.

Attachments:

Change Order

Staff Contacts: Mike Halsema, Deputy City Manager mhalsema@gatesvilletx.com

Change order 1 dated 12/10/2024 for HVAC Improvement Services contract with Muegge Heating and Air Conditioning dated 8/27/2024

We are proposing the modification of the return being used for 3 systems at the Public Library (both 15 ton units and 3.5 ton system). We believe that the return duct system designed before is playing a big part in the lack of performance of the original systems installed. The old design was for there to be a common return, meaning no ducts to any return grills. With a common return you are pulling air from the only other common place which is the attic at the library. The attic of the library reaches temperatures of over 100 degrees in the summer months. When you are returning those types of temperatures back to the air conditioning unit the unit can only cool the air 20-30 degrees max. These temperatures also cause damage down the road to the compressors because of the rise in head pressure caused by the heat coming across the coil and heating the Freon. This problem will continue to happen with the new units if designated returns are not installed. We are recommending building separate closets for the 15 ton units.

We will run a 24 inch insulated spiral pipe through the exterior walls and into these closets. The systems will have return air grills installed on the wall in the main area or the library. This will make the system more efficient because they will be returning 70-72 degree air. With this change the building will cool better than it ever has and also be more energy efficient. The 3.5 ton system is having the same issue trying to cool the office area. This unit needs to be in the closet with the water heater. Return grills will be installed on the door to transfer conditioned air. Being installed in the closet will also eliminate primary drain line water issues in the ceiling and be cheaper to service moving forward.

Material list and cost:

- Metal 2/4 studs for both closets, screws, bottom and top plate tracks, drill bits, anchors.
 \$1.200
- 2. 120 feet of 24 inch insulated pipe, 12 couplings, 6- insulated 90's, and freight delivery \$18,000
- 3. Removal of glass blocks, safety goggles, grinder blades, chisels to make mortar line match the new wall, clean up material.

\$1,000

4. 10 pieces of 2 inch duct board insulation for both closets.

\$1,000

5. New copper Freon lines and insulation for the 3.5 ton.

\$500

6. Sheetrock for both closets.

\$250

7. Wire, junction box, and conduit to move electrical to the 3.5 tons new heater location.

8. Move electrical to the new location of the 3.5 ton condenser.

\$300

9. Build 2- 4 by 4 feet louver return high velocity grills for the 15 ton closets.

\$1,000

10. Rental of the scissor lift for a extra amount of time.

\$500

Total Material Cost: \$24,550 Total Labor Cost: \$19,687

This bid includes:

- 1. All framing necessary to build closets/platforms for returns
- 2. Ordering and installing 24 inch insulated spiral pipe for the 15 ton unit returns
- 3. Removal of glass where the closets are built
- 4. Using duct board insulation to insulate inside of the return closets
- 5. New copper Freon lines and supplies to install the 3.5 ton next to the waterheater
- 6. Sheetrock the inside of the closets
- 7. Removal of return grills in the main room
- 8. Moving the electrical to the new location of the 3.5 ton
- 9. Move 3.5 ton outdoor unit and install copper chase
- 10. Building the high velocity return grills the match the curve in the wall

Total to complete these modifications with material and labor \$44,237



Agenda Item # 15

CITY COUNCIL MEMORANDUM

Date: December 10, 2024
To: Mayor & City Council

From: Mike Halsema, Deputy City Manager

Agenda Item: Discussion and possible action regarding adopting a naming policy for City

facilities

Information:

Staff has consulted with the City attorney to develop a naming rights policy for your consideration. The naming policy is designed to guide the selection of names for city facilities and parks, ensuring they honor Gatesville's heritage, recognize significant contributions to the community, and enhance civic pride. The policy also covers corporate sponsorships. General guidelines from the policy are:

- Existing named facilities should only be renamed under exceptional circumstances such as the honoring of an exceptional individual or the revocation of an existing name that no longer represents the City's values.
- 2. The authority to name or rename City facilities rests with the City Council.
- 3. The City Council reserves the right to remove or revoke the name of any city-owned facility
- 4. The City Council will consider facility naming requests twice per year. Requests will be accepted in January and July of each calendar year.

Financial Impact:

N/A

Staff Recommendation: Staff recommends that the City Council approve adopting a naming policy for City facilities

Motion:

I make a motion to approve adopting a naming policy for City facilities.

Attachments:

City of Gatesville Facility Naming Policy

Staff Contacts: Mike Halsema, Deputy City Manager mhalsema@gatesvilletx.com

CITY OF GATESVILLE CITY FACILITY NAMING POLICY

Purpose

This Policy establishes a process and criteria for the consideration of requests from the public, City Council, or City staff for the naming or renaming of City facilities.

Policy Statement

It is the policy of the City of Gatesville to name or rename city-owned buildings, parks, trails, recreation facilities based upon the procedures outlined in this policy. This policy supersedes all other existing naming policies.

General Guidelines

- 1. Existing named facilities should only be renamed under exceptional circumstances such as the honoring of an exceptional individual or the revocation of an existing name that no longer represents the City's values.
- 2. The authority to name or rename City facilities rests with the City Council.
- 3. The City Council reserves the right to remove or revoke the name of any cityowned facility
- 4. The City Council will consider facility naming requests twice per year. Requests will be accepted in January and July of each calendar year.

Qualifications for Naming/Renaming of City Facilities

Qualifying criteria include the following:

A. Names to Avoid

When considering naming request, the City Council will avoid the following categories of names:

- 1. Cumbersome, corrupted, profane, derogatory, or discriminatory names
- 2. Names relating to age, race, religion, creed, national origin, sex, color, marital status, disability, or sexual orientation
- 3. Names having political affiliation
- 4. Names that are duplicate in sound or pronunciation to other City facilities

B. Significance of the Proposed Name

- a. Does the name have cultural, or social significance for current and future generations?
- b. Does the name engender a positive image?

- c. Does the name symbolize a major achievement or advancement for the community?
- d. Is the name suitable based on the location of the facility to be named/renamed?
- e. Is the name free of unintentional meaning that could reflect poorly on the City of Gatesville?

C. Honoring Exceptional Individuals

The City Council will consider naming/renaming requests to honor an exceptional individual who:

- a. Was/Is a dedicated supporter of the community
- b. Has made a lasting and significant contribution to the City of Gatesville
- c. Has made substantial contributions to the betterment of a specific facility or area
- d. Has had a positive impact on the lives of Gatesville residents
- e. Has demonstrated a service record of volunteerism in the community for many years

The City Council may consider names of elected officials currently in office. Additionally, City Council may consider the names of individuals currently living as well as deceased individuals.

D. Major Gifts

The City Council will consider naming requests to honor benefactors that make major contributions toward particular City facilities. Major contributions include:

- f. Deeding to the City the land where the facility will be located
- g. Paying a significant portion of the capital costs for the construction of the facility
- h. Establishing a long-term endowment for the repair and maintenance of the facility

The City will provide no benefit to the benefactor in return for the contribution.

Requests will be evaluated on an individual basis by the City Council with a "yes or no" recommendation from any associated City board or commission.

E. Corporate Sponsorships/Naming Rights

The City Council may elect to sell the naming rights to certain City facilities. This may be accomplished through the Request for Proposals (RFP) process or through the acceptance of unsolicited proposals from interested corporations.

Corporate logos, brands, and insignias shall be allowed as part of the naming rights so long as it does not result in the over-commercialization of the public

facility.

The City Council will evaluate the proposals based on:

- a. The reputation of the corporation
- b. The alignment of the corporation's products/services with the city park facility, building, or major feature
- c. The proposed duration and revenues specified for the naming rights.

Alternatively, the City Council may develop a list of City facilities available for corporate sponsorships/naming rights opportunities and assign a predetermined sponsorship/naming rights value for each respective facility.

The City Council may elect to decline any sponsorship offer deemed inappropriate or unacceptable.

Requests to Name/Rename City Facilities

Requests to name or rename City facilities may come from the general public (city residents, business community, HOAs, civic organizations), City staff, or City Council members. All requests must be made via application to the City Manager or designee.

Naming requests must include the following:

- 1. The proposed name
- 2. An explanation of why the City facility should be named or renamed
- 3. Description of the proposed namesake's contribution to the community
- 4. Any other justification for assigning the proposed name to the specific City facility including, but not limited to identification of major gift or corporate sponsorship proposed
- 5. Petition containing the required number of verifiable signatures of Gatesville residents as indicated below

Requests Made By The Public

- A. Request to name a major facility must have at least 100 verifiable signatures of Gatesville residents for consideration. Major facilities include City buildings, parks, trails, etc.
- B. Requests to name a minor facility must have at least 50 verifiable signatures of Gatesville residents for consideration. Minor facilities include rooms, pavilions, bridges, fountains, features, walkways, etc.

Requests Made By City Council Members

Members of the City Council may submit naming requests for consideration at any time with no requirement that a petition be included. However, Councilmember requests to name/rename City facilities must have the support of at least one other Council member before being presented to the entire City Council for consideration.

Process for Reviewing Naming Request

The City Manager shall direct staff to review the naming requests and evaluate the requestor's proposal in consideration of this policy.

Staff will consider the following when reviewing naming requests:

- A. Impact on public safety
- B. Financial impact associated with changing signs, plaques, markers, etc.
- C. Appropriateness of proposed name based on the facility naming criteria established by this policy
- D. Input from the appropriate City board or commission ("yes or no" recommendation)

City staff shall complete its evaluation within 30 days of receiving the request and forward the naming suggestion to the appropriate City board or commission for a "yes or no" recommendation. Naming requests shall be submitted for City Council consideration within 30 days after the City board or commission makes its recommendation.

City Council Adoption

A. Renaming of Existing City Facilities

The City shall publish notice of the public meeting at which it will consider renaming of existing city facilities in accordance with the Texas Open Meetings Act. The public may attend and provide public comment regarding the proposed renaming prior to., the City Council consideration of adoption of a resolution officially renaming the City facility.

B. Naming of New City Facilities

The City Council shall publish notice of the public meeting at which it will consider the naming of a city facility in accordance with the Texas Open meetings Act. The public may attend and provide public comment regarding the proposed naming prior to the City Council consideration of adoption of a resolution officially naming the facility, park, or feature.

C. The City Council reserves the right to deny any naming/renaming request for any reason, including but not limited to the determination that the proposed naming/renaming is not in the best interest of the City, regardless of the recommendation from staff or City boards and commissions.

4855-7632-2547, v. 1



Agenda Item # 16

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Mike Halsema, Deputy City Manager

Agenda Item: Discussion and possible action regarding award of a contract for Hot Mix Asphalt

Information:

Staff advertised for RFP's for hot mix asphalt. Two firms submitted responses: Texas Materials, and Knife River. Pricing in the following table.

Bidder	HM	AC	HCML	DELIV	/ERY
Texas Materials	\$	89.00	\$ 93.00	N/A	
Knife River	\$	90.00	\$125.00	\$	325.00

Staff (Dale Allen, and Chad Newman) evaluated the RFP's and both recommended Knife River, results in the table below.

	Dale		Cl	Chad		
	COST 50%	AVIALIBITY 50%	COST 50%	AVIALIBITY 50%		
Texas Materials	50%	45%	50%	40%		
Knife River	50%	50%	50%	50%		
	100%	95%	100%	90%		

Though Texas Materials had a slightly lower per ton cost, they sometimes are unable to produce the materials when needed. Knife River has the ability to deliver the asphalt to job sites, which is important as the City does not have the capability to transport larger loads with existing equipment, requiring a 3rd party for deliveries.

Financial Impact:

N/A

Staff Recommendation: Staff recommends that the City Council approve a contract with Knife River for hot mix asphalt needs.

Motion:

I make a motion to approve the award of a contract to Knife River for hot mix asphalt needs.

Attachments:

Submitted bids

<u>Staff Contacts:</u> Mike Halsema, Deputy City Manager <u>mhalsema@gatesvilletx.com</u>



REQUEST FOR PROPOSALS (RFP)

FOR
Annual Unit Price Contract for Hot Mix Asphalt Type D HMAC & HCML

BIDDER'S NAME

Knife River - South

(PLEASE PRINT CLEARLY)

CHECKLIST OF ITEMS TO BE RETURNED

The following items shall be returned in order for the bid submittal to be considered acceptable:

☐ Completed Unit Price Schedule ☐ Completed required State forms

ADVERTISEMENT FOR SEALED COMPETITIVE PROPOSALS RFP 2024-001

Sealed competitive bids, in envelopes addressed to the City of Gatesville, 803 E Main Street Gatesville, TX 76528 for the Hot Mix D HMAC & HCML, RFP 2024-001, in the City of Gatesville, Texas, will be received at the above-mentioned address until 2 pm, December 2, 2024, at which time they will be publicly opened and read aloud.

Submittals will be submitted in sealed envelopes and marked "Hot & Cold Mix Asphalt Type D Bid."

1. The Contract Documents and Specifications are available at the City of Gatesville webpage https://www.gatesvilletx.com/ by selecting the link(s) under the subheading Government and "Bids and RFPs". Questions and requests for additional information shall be sent by email to: cnewman@GatesvilleTx.com. For this project, all bidders will be required to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. No questions or requests for additional information will be accepted later than 5:00 p.m., November 25, 2024.

Bid packages will be available at the City of Gatesville City Hall, located at 803 E Main Street Gatesville, TX 76528 Monday through Friday, 8:00 a.m. to 5:00 p.m.

The City of reserves the right to waive any informality that is not detrimental to any other bidder or potential bidder or to reject all bids or to accept the best value bidder that in the judgment of the City Council will be in the best interest of the City.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

Chad Newman, Public Works Director

Newspaper ad published twice:

Saturday, November 16, 2024 Saturday, November 23, 2024

If you have any questions, please e-mail at: mailto:cnewman@GatesvilleTx.com.

PROPOSAL INSTRUCTIONS

Objective of Request for Competitive Sealed Bids process is to competitively procure services with a qualified contractor whose Proposal provides best value for Owner for the project description below:

Annual Unit Price Contract for As-Needed Provision and Delivery of Hot Mix Asphalt (HMAC) & Hot Mix Cold Lay (HMCL) Type D RFP: 2024-001, in the City of Gatesville, Texas

Base Bid: 2,000 Tons of Type D HMAC per TxDOT Item 340, 800 Tons of Type D HMCL TxDot item 334 along with the point of production of the material. The City is looking for Asphalt Production plants within 50 miles from the Center of the City of Gatesville. In considering bids, the City MAY consider distance and apply the IRS issued Standard Mileage Rate per mile to the overall cost of the material.

1. PROPOSAL EVALUATION

Proposals will be received, publicly opened, and names and monetary Proposals of each Offeror read aloud. Subsequently, Proposals will be ranked according to criteria described in this Document. Both cost and non-cost factors will be evaluated according to section 2269 of the local government code.

Complete sets of Bid Documents must be used in preparing Proposals; Owner does not assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bid Documents. Dates, locations, and times of the proposal submittal are outlined in the Advertisement for Proposal.

2. SELECTION CRITERIA

Owner will consider several factors in selecting a winning bidder as noted in the section 2269 of the of State of Texas Government Code, and other applicable state codes which allow and will provide best value to Owner. Bids will be evaluated using the following criteria and weighting:

- 1. <u>Proposed Material Cost</u>: Offeror's Proposed Cost of Materials shall be indicated in the Bid or Proposal Form.
- The ability of the bidder to supply materials: Provide information about the offeror's ability to timely produce materials and delivery.

The criteria and weighting for the ranking of Offeror's Proposals is as outlined Below:

Item No.	Evaluation Criteria	Points
1. Mater	al Cost	50
2. Mater	ial availability	50

TOTAL 100

Evaluation and ranking of Proposals will be completed no later than 45th calendar day from date of Proposal opening. Offerors are requested not to withdraw their Proposals within 60 calendar days from date on which Proposals are opened. Proposal Security of highest-ranking firms will be held by Owner until contract negotiations are finalized.

Owner reserves right to adopt most advantageous interpretation of Proposals submitted in case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities.

BID SHORT FORM

Type D HMAC & HMCL: RFP 2024-001

We, the undersigned, propose to furnish materials and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the following specifications. The Owner is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code. Tons shown are anticipated amounts required over the course of a year.

anticipated amounts required over the course of a year.
THIS FORM MAY BE COPIED
UNIT PRICE: \$ 90.00 per ton for up to 2,000 or more Tons of Asphalt Ty-D HMAC
UNIT PRICE: \$ 125.00 per ton for up to 800 or more Tons of Asphalt Ty-D. HMCL
Delivery (if available) \$ \$325.00 per trip, mile, o load (circle one)
*delivery to areas within the Gatesville city limits, if available
By submitting this proposal, the submitter understands that they must enter into a one-year agreement with the City for the award of this contract.
EXCEPTIONS:
BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY CITY
Authorized Signature: 12-2-24 Signature Date
Printed Name of Signee: Trace VanOrden
Name of Firm: Knife River - South
Firm Address: 2901 Marlin Hwy, Waco, TX 76705
Street No & Sulte, City, State, Zip Code
Telephone Number: <u>+1254714275</u> 8 Email <u>trace.vanorden@kniferiver.com</u>
All Bids shall be submitted on forms supplied by the City.

Bid documents shall be submitted via mail or in person. It is the sole responsibility of the bidder to see that his bid is received on time.

BIDDERS (SUBMITTERS) QUALIFICATIONS:

The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City all such information and data for this purpose, as the City of may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City, whereas the bidder is qualified to carry out properly the terms of the contract.

ESTIMATED QUANTITIES: It is estimated that the Owner will purchase the quantity stated in the Bid Form, on an as-needed basis, during the term of the contract. This represents a realistic estimate based on historical data for purposes of securing a quote. The quantities are not firm and are not hereby called for or ordered. These estimates do not constitute an order.

ADDITIONAL QUANTITIES: The Owner anticipates that it may require additional quantities of the goods described in the Bid Form. The bid price will apply to any additional quantities, including quantity discounts applied to the initial purchase. The Owner is not obligated to purchase any additional goods under this solicitation.

The Contract will be awarded to the responsible bidder submitting the best value evaluated bid complying with the specifications. Asphalt Plant or distribution location must be within 50 miles of the City of Gatesville. The award of the Contract will be based upon consideration of not only cost, but other factors as noted in Section 252 and 2269 of the Local government Code. The City, however, reserves the right to reject any and all bids and to waive any formality in bids received whenever such rejection or waiver is in the City's interest. The Bidder to whom the award is made will be notified at the earliest possible. Please see proposal instructions for further guidance.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity			
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY		
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received		
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.			
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.			
1 Name of person who has a business relationship with local governmental entity.			
Kinte River Corp - South			
Check this box if you are filing an update to a previously filed questionnaire.			
(The law requires that you file an updated completed questionnaire with the appropri			
later than the 7th business day after the date the originally filed questionnaire becomes	incomplete or inaccurate.)		
Name of local government officer with whom filer has employment or business relationship	p.		
Name of Officer			
Name of Officer			
This section (item 3 including subparts A, B, C & D) must be completed for each officer with who or other business relationship as defined by Section 176.001(1-a), Local Government Code. A Form CIQ as necessary.			
A Is the local government officer named in this section receiving or likely to receive taxable in income, from the filer of the questionnaire?	ncome, other than investment		
Yes No			
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than invedirection of the local government officer named in this section AND the taxable income is governmental entity?			
Yes No			
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?			
Yes No			
D. Describe each employment or business relationship with the local government officer name	ed in this section.		
Signature of person doing business with the governmental entity Da 12-2			

Form TGC 2270 VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier

	Department:	
1.	w, Company herby verifies the following: Company does not boycott Israel; and Company will not boycott Israel during the term of the contract.	
SIGNED BY: _	Time Val	12-2-24
Signing, Title,	Person Trace VanOrden and Knife River - South	
Date signed:	12-2-24	
STATE OF TEXA COUNTY OF	.S § \$	dea
BEFORI behalf of KRC	E ME, the undersigned Notary Public on this day personally appeare (Company) who being duly sworn, stated under oath that led by Texas Government Code Section 2270.002 and said statements	ne/sne has read the foregoing
SWORN	AND SUBSCRIBED TO before me, this 2 day of 0	
Mr. Commission F	NOTARY OF PUBLIC, FOR THE STATE OF TEXAS	JANA LAMBERT ID #128588474
My Commission E		My Commission Expires April 18, 2027

Government Code § 2270.002. Provision Required in Contract

Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

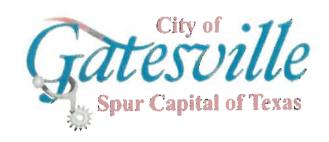
(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

The following definitions apply:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
 - (3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.



REQUEST FOR PROPOSALS (RFP)

FOR

Annual Unit Price Contract for Hot Mix Asphalt Type D HMAC & HCML

BIDDER'S NAME

(PLEASE PRINT CLEARLY)

CHECKLIST OF ITEMS TO BE RETURNED

The following items shall be returned in order for the bid submittal to be considered acceptable:

Completed Unit Price Schedule Completed required State forms

ADVERTISEMENT FOR SEALED COMPETITIVE PROPOSALS RFP 2024-001

Sealed competitive bids, in envelopes addressed to the City of Gatesville, 803 E Main Street Gatesville, TX 76528 for the Hot Mix D HMAC & HCML, RFP 2024-001, in the City of Gatesville, Texas, will be received at the above-mentioned address until 2 pm, December 2, 2024, at which time they will be publicly opened and read aloud.

Submittals will be submitted in sealed envelopes and marked "Hot & Cold Mix Asphalt Type D Bid."

1. The Contract Documents and Specifications are available at the City of Gatesville webpage https://www.gatesvilletx.com/ by selecting the link(s) under the subheading Government and "Bids and RFPs". Questions and requests for additional information shall be sent by email to: cnewman@GatesvilleTx.com. For this project, all bidders will be required to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. No questions or requests for additional information will be accepted later than 5:00 p.m., November 25, 2024.

Bid packages will be available at the City of Gatesville City Hall, located at 803 E Main Street Gatesville, TX 76528 Monday through Friday, 8:00 a.m. to 5:00 p.m.

The City of reserves the right to waive any informality that is not detrimental to any other bidder or potential bidder or to reject all bids or to accept the best value bidder that in the judgment of the City Council will be in the best interest of the City.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

Chad Newman, Public Works Director

Newspaper ad published twice:

Saturday, November 16, 2024 Saturday, November 23, 2024

If you have any questions, please e-mail at: mailto:cnewman@GatesvilleTx.com.

PROPOSAL INSTRUCTIONS

Objective of Request for Competitive Sealed Bids process is to competitively procure services with a qualified contractor whose Proposal provides best value for Owner for the project description below:

Annual Unit Price Contract for As-Needed Provision and Delivery of Hot Mix Asphalt (HMAC) & Hot Mix Cold Lay (HMCL) Type D RFP: 2024-001, in the City of Gatesville, Texas

Base Bid: 2,000 Tons of Type D HMAC per TxDOT Item 340, 800 Tons of Type D HMCL TxDot item 334 along with the point of production of the material. The City is looking for Asphalt Production plants within 50 miles from the Center of the City of Gatesville. In considering bids, the City MAY consider distance and apply the IRS issued Standard Mileage Rate per mile to the overall cost of the material.

1. PROPOSAL EVALUATION

Proposals will be received, publicly opened, and names and monetary Proposals of each Offeror read aloud. Subsequently, Proposals will be ranked according to criteria described in this Document. Both cost and non-cost factors will be evaluated according to section 2269 of the local government code.

Complete sets of Bid Documents must be used in preparing Proposals; Owner does not assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bid Documents. Dates, locations, and times of the proposal submittal are outlined in the Advertisement for Proposal.

2. SELECTION CRITERIA

Owner will consider several factors in selecting a winning bidder as noted in the section 2269 of the of State of Texas Government Code, and other applicable state codes which allow and will provide best value to Owner. Bids will be evaluated using the following criteria and weighting:

- Proposed Material Cost: Offeror's Proposed Cost of Materials shall be indicated in the Bid or Proposal Form.
- The ability of the bidder to supply materials: Provide information about the offeror's ability to timely produce materials and delivery.

The criteria and weighting for the ranking of Offeror's Proposals is as outlined Below:

Item No.	Evaluation Criteria	Points
1. Mater	ial Cost	50
Materi	ial availability	50

TOTAL 100

Evaluation and ranking of Proposals will be completed no later than 45th calendar day from date of Proposal opening. Offerors are requested not to withdraw their Proposals within 60 calendar days from date on which Proposals are opened. Proposal Security of highest-ranking firms will be held by Owner until contract negotiations are finalized.

Owner reserves right to adopt most advantageous interpretation of Proposals submitted in case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities.

BID SHORT FORM

Type D HMAC & HMCL: RFP 2024-001

We, the undersigned, propose to furnish materials and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the following specifications. The Owner is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code. Tons shown are anticipated amounts required over the course of a year.

THIS FORM MAY BE COPIED
UNIT PRICE: \$ \$89.00 per ton for up to 2,000 or more Tons of Asphalt Ty-D HMAC
UNIT PRICE: \$ \$93.00 per ton for up to 800 or more Tons of Asphalt Ty-D. HMCL
Delivery (if available) \$ NA per trip, mile, or load (circle one)
*delivery to areas within the Gatesville city limits, if available
By submitting this proposal, the submitter understands that they must enter into a one-year agreement with the City for the award of this contract.
EXCEPTIONS:
BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY CITY
Authorized Signature: Signature Date
Printed Name of Signee: Adam Newsom
Name of Firm: Texas Materials Group, Inc.
Firm Address: 1320 Arrow Point Dr, Ste 600 Cedar Park, TX 78613
Street No & Suite, City, State, Zip Code
Telephone Number: 214. 912-4282 Email Adam, Newson @ Texas Mater, als. com
All Bids shall be submitted on forms supplied by the City.
Bid documents shall be submitted via mail or in person. It is the sole responsibility of the bidder to see

that his bid is received on time.

BIDDERS (SUBMITTERS) QUALIFICATIONS:

The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City all such information and data for this purpose, as the City of may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City, whereas the bidder is qualified to carry out properly the terms of the contract.

ESTIMATED QUANTITIES: It is estimated that the Owner will purchase the quantity stated in the Bid Form, on an as-needed basis, during the term of the contract. This represents a realistic estimate based on historical data for purposes of securing a quote. The quantities are not firm and are not hereby called for or ordered. These estimates do not constitute an order.

ADDITIONAL QUANTITIES: The Owner anticipates that it may require additional quantities of the goods described in the Bid Form. The bid price will apply to any additional quantities, including quantity discounts applied to the initial purchase. The Owner is not obligated to purchase any additional goods under this solicitation.

The Contract will be awarded to the responsible bidder submitting the best value evaluated bid complying with the specifications. Asphalt Plant or distribution location must be within 50 miles of the City of Gatesville. The award of the Contract will be based upon consideration of not only cost, but other factors as noted in Section 252 and 2269 of the Local government Code. The City, however, reserves the right to reject any and all bids and to waive any formality in bids received whenever such rejection or waiver is in the City's interest. The Bidder to whom the award is made will be notified at the earliest possible. Please see proposal instructions for further guidance.

For vendor or other person doing business with local governmental entity	FORIVI CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
1 Name of person who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the approprial later than the 7th business day after the date the originally filed questionnaire becomes	
Name of local government officer with whom filer has employment or business relationship	o.
NA	
Name of Officer	
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom or other business relationship as defined by Section 176.001(1-a), Local Government Code. At Form CIQ as necessary.	n the filer has an employment tach additional pages to this
A Is the local government officer named in this section receiving or likely to receive taxable income, from the filer of the questionnaire?	come, other than investment
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than invest direction of the local government officer named in this section AND the taxable income is governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with government officer serves as an officer or director, or holds an ownership of 10 percent or more	
Yes No	
D. Describe each employment or business relationship with the local government officer named	in this section.
Signature of person doing business with the governmental entity Date	2024
Apple 11/27	Adopted 06/29/2007

Form TGC 2270 VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier: Hot Mix D HMAC & HCML, RFP 2024-001 Department: City of Gatesville

By signing below, Company herby verifies the following: 1. Company does not boycott Israel; and 2. Company will not boycott Israel during the term of the contract. SIGNED BY:
Print Name of Person Adam Userson Signing, Title, and Company Area Manager, Texas Madenials Group Detectioned: 11/27/2024
STATE OF TEXAS \$ COUNTY OF ALLE man \$ BEFORE ME, the undersigned Notary Public on this day personally appeared Alam New Sore (Name), on
behalf of <u>Texas Materials</u> (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.
SWORN AND SUBSCRIBED TO before me, this 27 day of November, 20 24.
NOTARY OF PUBLIC,
My Commission Expires: 8/22/2025 Notary Public, State of Texas Comm. Expires 08-22-2025 Notary ID 125052592
Government Code § 2270.002. Provision Required in Contract Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

The following definitions apply:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
 - (3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.



Agenda Item # 17

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Holly Owens, City Secretary

Discussion regarding Ordinance 2024-13, amending the Agenda Item: Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations. Article II Technical Codes, Division 1. - Generally, by adding new sections; Creating Section 10-26 – Carport Regulations; providing a severability clause; providing a savings clause; and providing for an effective date.

Information:

In accordance with the vision of the City of Gatesville City Council and its citizens, an ordinance regulating carports has been created.

Carports are defined as a covered structure used to offer limited protection to vehicles, primarily cars, from the rain and sun exposure. The structure can either be free standing or attached to a wall/roofline and is open on two or more sides.

The regulations presented in the ordinance are based on zoning such as the setbacks. However, all carports are required to slope to allow for rain runoff to prevent significant damage such as leaks, mold growth, structural weakening, and deterioration of materials. Rain gutters are required on carports on the outer side to move rain runoff towards the front to prevent excessive runoff onto neighboring property. Support

posts may beams and constructed with 100 masonry veneering, galvanized



Westview Drive

are

required to be anchored to the ground to aid in maintaining structural integrity during straight line winds, and all carports shall be built over a concrete slab with steel reinforcement.

Existing carports that do not meet the new regulations will be grandfathered "legal non-conforming". However, they cannot be altered or moved, or they will be required to meet the new regulations.

Financial Impact:

There is no fiscal impact.

Staff Recommendation:

The staff recommends passing Ordinance 2024-13 adopting the amendment to the Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations, Article II Technical Codes, by adding new sections; Creating Section 10-26 – Carport Regulations.



Westview Drive

Motion:

I make a motion to pass Ordinance 2024-13 adopting the amendment to the Gatesville Code of Ordinances at

Chapter 10 Buildings and Building Regulations, Article II Technical Codes, by adding new sections; Creating Section 10-26 – Carport Regulations to the next meeting.

Attachments:

Draft Ordinance

Staff Contacts:

Holly Owens howens@gatesvilletx.com



Westview Drive

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE GATESVILLE CODE OF ORDINANCES AMENDING CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II. TECHNICAL CODES, DIVISION 1. – GENERALLY, BY ADDING NEW SECTIONS; CREATING SECTION 10-26 – CARPORT REGULLATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gatesville is a Home Rule Municipality operating under the laws of the State of Texas; and

WHEREAS, the City Council may establish building regulations within the corporate limits of the city; and

WHEREAS, the City Council has determined that it would serve the public health, safety and welfare and be advantageous and beneficial to the citizens of the City of Gatesville, Texas to establish by ordinance regulations for carports;

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

<u>SECTION 1</u>. The findings set forth in the above preamble to this Ordinance are determined to be true and correct and are adopted and incorporated herein.

SECTION 2. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 10, Buildings and Building Regulations, Article II, Technical Codes, Division 1, Generally, by adding a new section 10-26 "Carport Regulations" to read in its entirety as follows:

"Chapter 10 – Buildings and Building Regulations

Article II – Technical Codes Division 1 – Generally

Sec. 10-26 Carport Regulations

.

- (a) Carport defined. A carport is a covered structure used to offer limited protection to vehicles, primarily cars, from rain and sun exposure. The structure can either be free standing or attached to a wall/roofline and is open on two more sides.
- (b) In AG, R-SF, and R-MH zoning districts, a carport is allowed with the following regulations and setbacks:
 - i. One (1) carport per residential structure.
 - ii. Maximum carport height 10-ft.

Page 1 of 4

- iii. Roofline is required to be sloped towards the street at 1:80 or 0.72 degrees or 2:12 roof pitch.
- iv. Rain gutters are required on the outer side to move rain runoff towards the front to prevent excessive rain on neighboring property.
- v. Carport is required to be open on two (2) or more sides.
- vi. Support beams and posts may be constructed with the following materials:
 - 1. 100% masonry veneering
 - 2. Galvanized steel
 - 3. Wood
- vii. All posts shall be anchored to the ground.
- viii. Concrete slab 15-20 cm with steel reinforcement.
 - ix. Setbacks:
 - 1. Side yard -6-ft.
 - 2. Side yard facing a street 10-ft.
 - 3. Rear yard -10-ft.
 - 4. Front yard 15-ft.
- (c) In R-TH, R-2F, R-MF, and R-MHP zoning districts, a carport is allowed with the following regulations and setbacks:
 - i. One (1) carport per residence.
 - ii. Maximum carport height 10-ft.
 - iii. Roofline is required to be sloped towards the street at 1:80 or 0.72 degrees or 2:12 roof pitch. Roofline is continuous for multiple parking spaces.
 - iv. Rain gutters are required on the outer side to move rain runoff towards the front to prevent excessive rain on neighboring property.
 - v. Carport is required to be open on two (2) or more sides.
 - vi. Support beams and posts may be constructed with the following materials:
 - 1. 100% masonry veneering
 - 2. Galvanized steel
 - 3. Wood
 - vii. All posts shall be anchored to the ground.
 - viii. Concrete slab 15-20 cm with steel reinforcement.
 - ix. Setbacks:
 - 1. Side yard 20-ft.
 - 2. Side yard facing a street -20-ft.
 - 3. Rear yard -20-ft.
 - 4. Front yard -20-ft.
- (d) In CF, C-G, DT, and IND zoning districts, a carport is allowed with the following regulations and setbacks:
 - i. No carport allowed beyond the front building line.

- ii. Maximum height 10-ft.
- iii. Roofline is required to be sloped towards the street at 1:80 or 0.72 degrees or 2:12 roof pitch. Roofline is continuous for multiple parking spaces.
- iv. Rain gutters are required on the outer side to move rain runoff towards the front to prevent excessive rain on neighboring property.
- v. Required to be open on two (2) or more sides.
- vi. Support beams and posts may be constructed with the following materials:
 - 1. 100% masonry veneering
 - 2. Galvanized steel
 - 3. Wood
- vii. All posts shall be anchored to the ground.
- viii. Concrete slab 15-20 cm with steel reinforcement.
 - ix. Setbacks:
 - 1. Side yard -10-ft.
 - 2. Side yard facing a street -20-ft.
 - 3. Rear yard -20-ft.

Sections 10-27 through 10-53 Reserved.

<u>SECTION 3</u>. If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of Gatesville, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. It is officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and the public notice of the time, place and purpose of this meeting was given as required by law.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

The foregoing Ordinance No. 2024 was read the first time and passed to the second reading this day of, 20
The foregoing Ordinance No. 2024 was read the second time and passed to the third reading this day of, 20
The foregoing Ordinance No. 2024 was read the third time and was passed and adopted as an Ordinance to the City of Gatesville, Texas, this day of, 20
DV.

Page 3 of 4

GARY M. CHUMLEY, MAYOR

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APPROVED AS TO FORM:

HOLLY OWENS, T.R.M.C. CITY SECRETARY VICTORIA THOMAS CITY ATTORNEY

4861-6473-3183, v. 1



Agenda Item # 18

CITY COUNCIL MEMORANDUM

Date: December 10, 2024
To: Mayor & City Council

From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action regarding Ordinance 2024-11, amending the Gatesville Code of Ordinances by amending Chapter 48 - Subdivisions; providing a severability clause; providing a savings clause; and providing for an effective date.

Information:

The subdivision ordinance was adopted in January 2019, (Ordinance 2018-10) and legislatively amended in February 2020, (Ordinance 2020-01).

This amendment is adding definition and procedure language for minor plats. Staff are also amending language to require a performance bond in lieu of a line of credit. The performance bond takes the protection a step further and ensures the contractor upholds their contractual obligations specified, is valid for the duration of the project, and the coverage is 100% of the contracted amount. The remainder of the ordinance is housekeeping to bring items current with legislation and standards.

The first reading was held on October 22, 2024, with a vote of 5-0-0. The second reading was held on November 14, 2024, with a vote of 5-0-0. This is the third and final reading.

Financial Impact:

There is no fiscal impact.

Staff Recommendation:

The staff recommends passing Ordinance 2024-11 amending the Gatesville Code of Ordinances by amending Chapter 48 - Subdivisions; providing a severability clause; providing a savings clause; and providing for an effective date.

Motion:

I make a motion to pass Ordinance 2024-11 adopting the amendment to the Gatesville Code of Ordinances by amending Chapter 48 – Subdivisions.

Attachments:

Draft Ordinance

Staff Contacts:

Holly Owens howens@gatesvilletx.com

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE GATESVILLE CODE OF ORDINANCES BY AMENDING CHAPTER 48 – SUBDIVISIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gatesville is a Home Rule Municipality operating under the laws of the State of Texas; and

WHEREAS, the City Council may establish subdivision regulations within the corporate limits of the city; and

WHEREAS, the subdivision ordinance was adopted in January 2019, (Ordinance 2018-10) and legislatively amended in February 2020, (Ordinance 2020-01); and

WHEREAS, this is an amendment to Chapter 48 – Subdivisions; and

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

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

SECTION 2. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-1 "Authority and Scope" by repealing and replacing section 48-1 to read in its entirety as follows:

"SEC. 48-1. AUTHORITY AND SCOPE.

This chapter shall be cited as the Subdivision Ordinance of the City of Gatesville, Coryell County, Texas. This chapter is adopted under the authority of Texas Local Government Code Chapter 212 regarding Municipal Regulation of Subdivisions and Property Development, as amended. The regulations contained herein shall govern every subdivision of land as defined within the corporate limits and extraterritorial jurisdiction of the city. The purpose of this chapter is to provide for the orderly, safe and healthy development of the areas within the city and its extraterritorial jurisdiction. Specifically, this chapter is intended to coordinate the orderly subdivision of property along with other city ordinances relating to flood prevention and protections, zoning, site development review, building codes and other development-related codes.

(1) Authority of the planning and zoning commission. The planning and zoning commission is given the responsibility and authority to review and to approve, conditionally approve, or disapprove subdivision plats and vacated plats within 30 days of from the date of the applicant's complete

submission. All land within the city or its ETJ hereafter subdivided into lots, blocks, or other parcels, shall be laid out subject to review and approval by the planning and zoning commission. All other subdivisions or plats are illegal and shall not be recognized by the city. The planning and zoning commission shall forward all plats to the city council upon approval.

- (2) Authority of the city council. The city council shall have the responsibility and authority to review and approve, conditionally approve, or disapprove plats for subdivision, selected plats not covered by section 48-23 and vacated plats within 30 days of the planning and zoning commission's approval. All land within the city or its ETJ hereafter subdivided into lots, blocks, or other parcels, shall be laid out subject to review and approval by the city council with the exception of amending plats or minor plats. All other subdivisions or plats are illegal and shall not be recognized by the city.
- (3) Other authority. Amending plats and minor plats shall be administratively approved by the city manager. In the event that an amended plat or minor plat is submitted to the city manager and the city manager does not approve the plat, the city manager shall refer the plat with his rationale to the planning and zoning commission to approve or disapprove within 30 days of the submission date."

SECTION 3. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-3 "Definitions" by repealing and replacing section 48-3 to read in its entirety as follows:

"SEC. 48-3. DEFINITIONS.

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

City means the City of Gatesville, Coryell County, Texas. Any reference to an act of the city shall be deemed to include acts of the city council or other such elected governing body of the city.

Concept plan means the initial project layout that provides an opportunity to review and evaluate the impact of a proposed development on the character of the surrounding area in which it is proposed to be located. The process takes into consideration the general form of the land before and after development, as well as the spatial relationship of the proposed structures, open space, landscape areas, parking, and general access and circulation patterns as they relate to the proposed development and the surrounding areas.

County means Coryell County, Texas.

County commissioners' court means the duly and constitutionally elected governing body of the county.

Developer means any person, firm or corporation subdividing or developing a tract or parcel of land to be sold or otherwise marketed.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling.

Division means the result of dividing a tract of land in two or more parts using a metes and bounds description in a deed of conveyance, or in a contract for a deed, by using a contract for sale or other executory contract to convey, or by using any other method.

Engineer means a person licensed and authorized to practice engineering in the state under the Texas Engineering Practice Act (Texas Occupations Code § 1001.001 et seq.).

Engineering drawings. Typically, where applicable, includes, but is not limited to, water layout, sewer layout, drainage and topography, streetlight layout, street plan and profile sheets, sewer main plan and profile, water utility details, sewer utility details, paving details, drainage details, erosion and sedimentation control plan and standard construction details to provide greater detail to a plat. Engineering drawings shall be prepared and sealed by a state-licensed professional engineer and shall conform to the general requirements and minimum standards of design and requirements as presented in this chapter.

Lot means a physically undivided tract or parcel of land having frontage on a public street and which is, or in the future may be, offered for sale, conveyance, transfer, lease or improvement, which is designated as a distinct and separate tract, and which is identified by a lot number or tract symbol on an approved subdivision plat which has been officially recorded.

Corner lot means a lot abutting two or more streets at their intersection.

Double frontage lot means a lot that fronts and backs on two streets.

Front lot or frontage lot means that portion of a lot or tract of land which is the principal side of a property, and which abuts on a public street. This lot shall be the same side in which direction a building will face and the side on which there is the main entrance.

OSSF means on-site sewage facilities as that term is defined in rules and/or regulations adopted by the Texas Commission on Environmental Quality (TCEQ), including, but not limited to, 30 Tex. Admin. Code Chapter 285.

Pavement width. Pavement width dimensions include back-of-curb to back-of-curb.

Plat, dependent on the type means the following:

Amending plat. A replat addressing minor changes, correction of clerical errors, or limited modifications affecting a limited number of property owners or lots, such as correcting errors and omissions in course or distance, real property descriptions, monuments, lot numbers, acreage, street names, adjacent recorded plats, and other clerical error or omission, in compliance with LGC 212.016.

Final plat. A final plat is a plat satisfying applicable local regulations for a final plat and is the plat that is recorded. A final plat must be consistent with any approved preliminary plat. The differences between an approved preliminary plat and a final plat are generally surveying details and format.

Minor plat. A plat dividing up property into four or less lots, fronts an existing street, and does not require public improvements.

Preliminary plat. A preliminary plat is the initial plat prepared by a land surveyor on behalf of a landowner and submitted for "preliminary" city approval as part of the platting process. Usually, it is conceptual in nature.

Replat. A replat is a new plat of all or a portion of a previously approved plat. Replats eliminate the prior plats as to the area replatted.

Public utility means:

- (1) City-owned, -operated, and -maintained utilities, including water, sewer, and drainage.
- (2) Utilities such as electric, gas, telephone, and cable television which are regulated by the state and/or have a franchise agreement with the city to own, operate, and maintain utilities in the public rights-of-way and easements.

Sewerage facilities or wastewater treatment facilities means the devices and systems which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in this chapter.

Subdivider means any owner of land or authorized agent thereof proposing to subdivide or divide land so as to constitute a subdivision.

Subdivision means any tract of land divided into two or more parts that results in the creation of two or more lots of less than five acres each. A subdivision includes re-subdivision (replat) of land which was previously divided.

Surveyor means a licensed state land surveyor or a registered professional land surveyor, as authorized by the Professional Land Surveying Practices Act (Texas Occupations Code Chapter 1071).

TAC means Texas Administrative Code, as compiled by the Texas Secretary of State.

TCEO means the Texas Commission on Environmental Quality.

Voluntary Annexation means the incorporation of new territory into an existing city with the consent of the property owners.

Water facilities means any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment and/or retail distribution of water for safe human use and consumption.

SECS. 48-4-10. RESERVED."

SECTION 4. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-28 "Fees" by renumbering the section to be section 48-11 and further by repealing and replacing the section in its entirety to read as follows:

"SEC. 48-11. FEES.

An application fee shall be paid at the time a preliminary or final plat is submitted for review by the city. (There is no fee for a preliminary conference.) The application fee shall be established by the city council and stated in the city's fee schedule located in Chapter 18."

SECTION 5. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" by renumbering sections 48.29 and 48.30 as sections 48.12 and 48.13, respectively, by reserving sections 48.14 through 48.20, and by renumbering section 48.66 as section 48.21.

SECTION 6. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-67 "Platting Procedures" by renumbering the section as section 48-22 and repealing and replacing it to read in its entirety as follows:

"SEC. 48-22. PLATTING PROCEDURES.

- (a) Amending plat.
- (1) General. A plat may be considered an amending plat solely for the purposes established in Texas Local Government Code § 212.016.
- (2) Form and content. The amending plat should depict all information as required for a final plat in section 48-24, except for engineering documents described in section 48-24(b)(2). A copy of the original plat is required with the amended plat or the original approved lot lines shall be shown as dashed lines on the amended plat.
- (3) Certificate of approval. A certificate of approval by the city manager, in the following format, shall be placed on the final plat: Approved this _____ day of ____, 20 , by the City Manager of the City of Gatesville, Texas.

City Manager	ı
Attest: City Secretary	

(4) *Processing*. The city manager may approve and issue an amended plat, which may be recorded with the county clerk and controls over the preceding plat

without vacation of the plat, if the amended plat is signed by the applicant and is solely for one or more of the following purposes as established by Texas Local Government Code § 212.016:

- a. To correct an error in a course or distance shown on the preceding plat;
- b. To add a course or distance that was omitted on the preceding plat;
- c. To correct an error in the description of the real property shown on the preceding plat;
- d. To indicate monuments set forth after death, disability or retirement from practice of the engineer or surveyor responsible for setting monuments;
- e. To show the proper location or character of any monument which has been changed in location or character or which originally was shown incorrectly as to location or character on the preceding plat;
- f. To correct any other type of scrivener's, clerical error or omission previously approved by the planning and zoning commission and/or city council, including lot numbers, acreage, street names and identification of adjacent recorded plats;
- g. To correct an error in courses and distances of lot lines between two adjacent lots where both lot owners join in the application for plat amendment and neither lot is abolished; provided, that such amendment does not attempt to remove recorded covenants or restrictions and does not have a material adverse effect on the property rights of the other owners in the plat;
- h. To relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement;
- i. To relocate one or more lot lines between one or more adjacent lots where the owners of all such lots join in the application for the plat amendment; provided, that such amendment does not attempt to remove recorded covenants or restrictions or increase the number of lots; and
- j. To replat lots on an existing street if:
- 1. All owners join in the application;
- 2. The amendment does not remove deed restrictions;
- 3. The number of lots is not increased;
- 4. The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.
- (b) Replat.
- (1) General. A replat is a revision of a previously platted subdivision and is controlling over all or a portion of the preceding plat without vacation of the plat in accordance with Texas Local Government Code Chapter 212.
- (2) *Processing*. A replat that requires the construction of new public infrastructure shall follow the same procedures as are required for a new subdivision plat and shall comply with Texas Local Government Code Chapter 212, including requirements for public hearings and notifications.

- (3) Form and content. The proposed replat shall depict all the information as required for final plats as presented in section 48-24. A copy of the original plat shall be provided, or the original approved lot lines shall be shown as dashed lines on the new plat. If a replat does not require the construction of new infrastructure, the city may waive the required engineering drawings, described in section 48-24(b)2, in order for the application submission to be considered complete and become eligible to be acted upon by the municipal authority or governing body.
- (4) Public hearing required for variance or exception. If a proposed replat requires a variance or exception, a public hearing must be held by the municipal planning commission or the governing body of the municipality, in accordance with LGC Sec. 212.015.
- (c) Minor plat.

g.

- (1) Authority for administrative minor plats. An application for an administrative minor plat may be submitted to the city in accordance with Tex. Local Gov't Code § 212.0065.
- a. Content, review and decision-making process.
- **b.** The administrative minor plat shall contain the same information in accordance with the final plat.
- c. In accordance with Tex. Local Gov't Code § 212.0065, the city delegates the City Manager or designated representative the authority to approve administrative minor plats which:
- 1. Involve four or fewer lots
- 2. Front onto an existing street
- 3. Do not require the creation of any new street or the extension of municipal facilities.
- **d.** The designated representative may, for any reason, elect to present the administrative minor plat to the Planning Board for approval.
- e. The designated representative shall not disapprove the administrative minor plat and shall be required to refer any administrative minor plat application which he or she refuses to approve to the Planning Board for consideration.
- f. If the administrative minor plat is approved by the designated representative, the signature block and signature of the Chairperson of the Planning Board shall not be required. The following signature shall, however, appear on the administrative minor plat.

be placed on the final plat: Approved		day of	, 20, by	the the
City Manager of the City of Gatesville	e, Texas.			
City Manager				

A certificate of approval by the city manager, in the following format, shall

Attest: City Secretary

- (d) New subdivision plat.
- (1) General. A new subdivision plat is a plat of a tract of land that has not been previously platted. A new subdivision plat shall comply with Texas Local Government Code ch. 212, including any requirements for public hearings and notifications.
- (2) *Processing*. New subdivision plats shall follow the review and approval process for preliminary and final plats.
- (3) Form and content. A new subdivision plat will include the form and content required for preliminary plats in section 48-68(c) and final plats in section 48-69(b).
- (e) Vacating a plat. A replat to eliminate the subdivision of property reflected by a prior plat. Vacating plats may not be used without the consent of all property owners in the plat, even if only a portion of the plat is to be vacated. Once recorded, the vacating plat has the effect of returning the property to raw acreage
- (f) Additional information. The city may, at its option, require additional information necessary for the approval process. Such information may include, but not be limited to:
- (1) Subdivision ingress and egress;
- (2) Existing and/or proposed area features;
- (3) Topography;
- (4) Floodplains;
- (5) Layout of other utilities;
- (6) Notation of deed restrictions;
- (7) Public use areas."

SECTION 7. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-68"Preliminary Plat" by renumbering section 48-68 as section 48-23 and repealing and replacing the section to read in its entirety as follows:

"SEC. 48-23. PRELIMINARY PLAT.

- (a) Generally. The preliminary plat and preliminary engineering drawings shall show all proposed phases of development of an area of land under the same ownership.
 - (1) Preliminary plats shall be required for any subdivision plat requiring new infrastructure.
 - (2) Preliminary plats and preliminary engineering drawings shall be deemed approved if no action is taken by the planning and zoning commission within 30

days of submittal, and if no action is taken by the city council within 30 days of planning and zoning commission approval.

- (3) Preliminary plats and preliminary engineering drawings shall be deemed approved by the City Council if no action is taken by the Council within 30 days of Planning and Zoning Commission approval.
- (b) Changes to preliminary plat. An approved preliminary plat and/or preliminary engineering drawings may be amended at the request of the developer or required by the city per this section. Substantial amendments or changes to an approved preliminary plat or preliminary engineering drawings must be reviewed and approved by the planning and zoning commission as well as by the city council. Minor amendments may be approved by the city manager. Minor amendments are those that:
 - (1) Increase by ten percent or less the number of lots or potential structures that can be accommodated by the infrastructure;
 - (2) Reduce the number of lots; and
 - (3) Any proposed change in infrastructure is considered a major amendment, unless deemed by the City Manager as a minor amendment.
- (c) Form and content. A complete submission for approval shall contain all items on the application. Failure to submit the plat and engineering drawings together in the quantities as stated on the application checklist shall be deemed an incomplete submission. The submission shall not be filed until all required documents (plat and engineering documents) in their respective quantities as stated herein are submitted.
 - (1) Preliminary plat. The preliminary plat shall be prepared and sealed by a state-registered professional land surveyor and plotted at a scale of one inch to 100 feet or larger. The plat shall conform to the general requirements and minimum standards of design and requirements, and shall include the following elements as applicable:
 - a. A cover sheet is required for all plats involving three or more sheets. All plan sheet numbers shall be placed on the cover along with the corresponding plan sheet titles. This cover sheet should include a listing of all plan sheet numbers and plan sheet titles in the engineering drawings as well. A vicinity map should always be included on the cover sheet to show the project location;
 - b. Title block, including proposed subdivision name, phase, block and lot numbers, current legal description (or reference thereto), acreage, name and address of property owner, name and address of surveyor/engineer, date of survey, date of preparation and page content title. This title block shall be present on each page of the plat;
 - c. Index sheet for plats with more than one sheet that shows the entire subdivision drawn to a scale of not less than one inch equals 100 feet;
 - d. Legal description, existing boundary, lot lines and right-of-way lines of streets and easements with accurate dimensions, bearings, deflection angles, radii and central angles of all curves;
 - e. Phasing plan if subdivision is to be constructed in phases;

- f. Lot lines shall have line dimensions clearly displayed within the lot along with the lot's respective lot number. Groups of lots that are considered within a block shall have the block number clearly displayed;
- g. All right-of-way lines and easements shall be clearly displayed on the plat. The plat shall clearly display the location, size and purpose of all existing and proposed easements on or adjoining the property;
- h. Location of existing and proposed streets, alleys, bikeways and sidewalks on or adjoining the site. Such information shall include name, right-of-way widths, type and width of surfacing. All private streets shall be clearly labeled;
- i. Any areas reserved or dedicated for public uses;
- j. Easements and street stub-outs necessary to serve adjacent properties;
- k. Location and size of all existing and/or proposed city utilities, and all other utilities where known. All city utility lines six inches in diameter or larger within the right-of-way shall be shown on the profile view. All utility lines, regardless of size, should be shown in the plan view, where known;
- 1. Street light layout;
- m. Adjacent property information including legal descriptions (recorded volume and page) and property lines within 100 feet;
- n. Primary control points or descriptions and ties to such control points to which all dimensions, angles, bearings and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. Temporary benchmarks and NGS datum shall be described on each sheet;
- o. Scale, basis of bearing and benchmarks (datum) and description shall all be clearly displayed on the plat; and
- p. A north arrow is required on all sheets and should be oriented either upward or to the right. It is the intent of this requirement that all stationing should start from cardinal points of the compass and proceed in the direction of construction.
- (2) Preliminary engineering drawings. Preliminary engineering drawings shall be prepared and sealed by a state-licensed professional engineer and plotted at a scale of one inch to 100 feet or larger. The preliminary engineering drawings shall match the features found on the preliminary plat and they shall conform to the general requirements and minimum standards of design and requirements in accordance with the most current edition of the standards for public works adopted by the city, and shall include the following elements as applicable:
 - a. Title block, including proposed subdivision name, phase(s), block and lot numbers, current legal description (or reference thereto), acreage, name and address of property owner, name and address of surveyor/engineer, date of survey, date of preparation and page content title. This title block shall be present on each page of the preliminary engineering drawings;
 - b. Water layout plan view to include rough locations of service connections, pipe diameters, valves, hydrants and flush assemblies;

- c. Sanitary sewer layout plan to include rough locations of service connections, pipe diameters, cleanouts and manholes;
- d. Street and sidewalk layout plan view; and
- e. Stormwater drainage layout plan (drainage calculations are only necessary on major drainage structures at this step).

(d) Processing preliminary plat.

- (1) Submission of preliminary plat application along with all items required in subsection (c) of this section.
- (2) The preliminary plat and preliminary engineering drawings shall be reviewed by the city staff for conformity with the city's plans, thoroughfare plan, utility master plan, engineering standards and specifications, city ordinances and other applicable city standards before the planning and zoning commission meet to review the preliminary documents.
- (3) The planning and zoning commission shall review the preliminary plat, preliminary engineering drawings and all the staff's recommendations. Particular attention will be given to the arrangement, location and width of streets, their relation to the topography of the land, lot sizes and arrangement, water and sewer lines, drainage, the further development of adjoining lands and the requirements of city ordinances, policies and plans.
- (4) The planning and zoning commission shall act on the preliminary plat and preliminary engineering drawings and may advise the developer of any specific changes or additions they will require in the layout, or comment on the character and extent of improvements and dedications that will be required prior to infrastructure construction and as a prerequisite to the approval of the final plat and final engineering drawings.
- (5) The planning and zoning commission shall forward the preliminary plat and preliminary engineering drawings with their approval to the city council for their consideration. The planning and zoning official shall inform the developer in writing of the decision of the planning and zoning commission and city council including any conditions for approval or reasons for disapproval. If conditionally approved or disapproved by the planning and zoning commission or the city council, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided. The municipal authority or governing body may not establish a deadline for an applicant to submit the response. In accordance with LGC 212.0093. Upon receiving a written response, the municipal authority or governing body that receives a response under LGC 212.0093 shall determine whether to approve or disapprove plan or plat not later than the 15th day after the response was submitted.
- (6) A preliminary plat and preliminary engineering drawings shall expire 24 months after approval unless:

- a. An extension is applied for and granted by the city manager if the city's regulations and requirements have not changed;
- b. Final plat submittal, on at least one phase, occurs within 24 months following the initial approval; or
- c. Preliminary plats and preliminary engineering drawings will also expire if there is more than a 24-month period of time between subsequent submittal and approval of any phase of the preliminary plat.
- (7) The planning and zoning commission has the responsibility to act on the preliminary plat and preliminary engineering drawings within 30 days of the complete submission of the application and all necessary documents. The preliminary plat and preliminary engineering drawings shall be considered approved if no action is taken by the planning and zoning commission within 30 days. The plat and engineering drawings shall be presented to the city council within 30 days of action being taken by the planning and zoning commission for its consideration. The plat and engineering drawings shall be considered approved if the council does not act on it within 30 days after the planning and zoning commission has acted on it."

SECTION 8. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-69 "Final Plat" by renumbering section 48-69 as section 48-24 and repealing and replacing the section to read in its entirety as follows:

"SEC. 48-24. FINAL PLAT.

- (a) Generally. The final plat and final engineering drawings for the subject phase of construction shall be substantially consistent per requirements in section 48-68(c)(1) with the approved preliminary plat and preliminary engineering drawings. At the option of the applicant, the final plat may constitute only that portion of the approved preliminary plat that the applicant proposes to develop and record at that time. The first phase of a subdivision shall have its final plats and final engineering drawings submitted within 24 months of approval of preliminary plat and preliminary engineering drawings after which time, a new preliminary plat and preliminary engineering drawings may be required.
- (b) Form and content. A complete submission for approval shall include the final plat application provided by the city and all items listed and required therein. The submission shall not be considered complete until all required documents (plat and engineering documents) in their respective quantities as stated in the application are submitted.
- (1) Final plat. The final plat shall be prepared and sealed by a state-licensed professional engineer or state-registered professional land surveyor and plotted at a scale of one inch to 100 feet or larger. The plat shall conform to the general requirements and minimum standards of design and requirements, and shall include the following elements as applicable:
- a. A cover sheet is required for all plats involving three or more sheets. All plan sheet numbers shall be placed on the cover along with the corresponding plan

sheet titles. Cover sheet shall include all plan sheet numbers and plan sheet titles shown in the engineering drawings as well. A vicinity map should always be included on the cover sheet to show the project location;

- b. Title block including proposed subdivision name, phase, block and lot numbers, current legal description (or reference thereto), acreage, name and address of property owner, name and address of surveyor/engineer, date of survey, date of preparation and page content title. This title block shall be present on each page of the plat;
- c. Legal description, existing boundary, lot lines and right-of-way lines of streets and easements with accurate dimensions, bearings, deflection angles, radii and central angles of all curves;
- d. Index sheet for plats with more than one sheet that shows the entire subdivision drawn to a scale of not less than one inch equals 100 feet;
- e. Lot lines shall have line dimensions clearly displayed within the lot along with the lot's respective lot number. Groups of lots that are considered within a block shall have the block number clearly displayed;
- f. All right-of-way lines and easements shall be clearly displayed on the plat. The plat shall clearly display the location, size and purpose of all existing and proposed easements on or adjoining the property;
- g. Location of existing and proposed streets, alleys, bikeways and sidewalks on or adjoining the site. Such information shall include name, right-of-way widths, type and width of surfacing. All private streets shall be clearly labeled;
- h. Any areas reserved or dedicated for public uses;
- i. Notes addressing how lots with low wastewater service tolerances will be served;
- j. Delineation of the Federal Emergency Management Association (FEMA) Special Flood Hazard Area as well as any hazards from adjacent detention facilities or as required by the city;
- k. Easements and street stub-outs necessary to serve adjacent properties;
- 1. Adjacent property information including legal descriptions (recorded volume and page) and property lines within 100 feet;
- m. Primary control points or descriptions and ties to such control points to which all dimensions, angles, bearings and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. Temporary benchmarks and NGS datum shall be described on each sheet;
- n. Scale, basis of bearing and benchmarks (datum) and description shall all be clearly displayed on the plat;
- o. A north arrow is required on all sheets and should be oriented either upward or to the right. It is the intent of this requirement that all stationing should start from cardinal points of the compass and proceed in the direction of construction;
- p. Tax certificate title block;

q. Signature/certification blocks. All final plats shall have affixed to the first page of the plat sheets to be recorded the following elements as applicable:	
1. A surveyor's certificate, in the following format, shall be placed on the final plat:	
KNOW ALL MEN BY THESE PRESENTS:	
That I,, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision and Property Development Regulations of the City of Gatesville, Texas.	
Signature	
Texas Reg. No	
 An original certificate of ownership and of dedication of all streets, alleys, easements and lands to public use forever, signed and acknowledged before a notary public by the owner of the land, shall appear on the face of the map, containing complete and accurate description of the property being platted and the streets dedicated. A certificate of approval by the planning and zoning commission, in the following format, shall be placed on the final plat: Approved this day of, by the Planning and Zoning Commission of the City of Gatesville, Texas. 	
Secretary, Planning and Zoning Commission	
 A certificate of approval by the City Council, in the following format shall be placed on the final plat: Approved this day of,, by the City Council of the City of Gatesville, Texas. 	
Mayor	
Mayor	
City Secretary	

A tax certification block, in the following format, shall be placed on the final plat:
The Coryell County Tax Assessor, the taxing authority for all entities in Coryell County, Texas, does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.
Dated this day of, A.D
Coryell County Tax Assessor/Collector's Office
By:
6. A recordation block, in the following format, shall be placed on the final plat: FILED FOR RECORD this day of, in Cabinet, Slide(s), Plat Records of Coryell County, Texas.
(2) Final engineering drawings. Engineering drawings shall be prepared and sealed by a state-licensed professional engineer and plotted at a scale of one inch to 100 feet or larger. The engineering drawings shall match the features found on the final plat and they shall conform to the general requirements and minimum standards of design and requirements in accordance with city's adopted standards for public works, and shall include the following elements as applicable:
a. Title block including proposed subdivision name, phase, block and lot numbers, current legal description (or reference thereto), acreage, name and address of property owner, name and address of surveyor/engineer, date of survey, date of

- b. Lot layout showing the area in square feet of each lot proposed;
- c. Water layout plan, fire flow/water design report, details;
- d. Sanitary sewer layout plan and profiles, a wastewater design report, details, specifications, lift station capacity and a detailed engineering estimate;

preparation and page content title. This title block shall be present on each page

- e. Street plan and profiles, to include paving details and a traffic control plan (if applicable);
- f. Streetlight layout;

of the engineering drawings;

- g. Display natural ground profiles of each right-of-way or easement line. Centerline profiles will be satisfactory for right-of-way or easements, except where there is a difference of 0.50 foot or more from one right-of-way or easement line to the other line measured parallel at any point along the right-of-way or easement;
- h. Stormwater plan and profiles of culverts and channels, a grading plan with twofoot contours, a drainage report, an erosion and sedimentation control plan,

- delineated drainage basins, details for all structures, specifications and a detailed engineering estimate;
- i. Existing contours at intervals of two feet for grades up to five percent and not more than five feet for grades over five percent;
- j. Drainage information and calculations required in the City of Gatesville Drainage Criteria Manual, including, but not limited to, drainage channel and detention pond locations and approximate size of facilities. Flow line elevations shall be shown along with direction of flow of all existing or proposed drainage features;
- k. Drainage structures, 100-year floodplain, floodway, watercourses, railroad, structures and other physical features on or adjacent to the site;
- Location and size of all existing and/or proposed city utilities, and all others
 where known. All city utility lines six inches in diameter or larger within the
 right-of-way shall be shown on the profile view. All utility lines, regardless of
 size, should be shown in the plan view, where known;
 - m. Major thoroughfare plans and profiles shall be drawn at a scale of one inch equals two feet vertically and one inch equals 20 feet horizontally. Minor streets and easement plans and profiles shall be drawn at a scale of one inch equals five feet vertically and one inch equals 50 feet horizontally or one inch equals four feet vertically and one inch equals 40 feet horizontally. Label each plan sheet as to street widths, right-of-way widths, pavement width and thickness, type of roadway materials, curbs, intersection radii, curve data, stationing, existing utilities type and location. Stationing must run from left to right, except for short streets or lines originating from a major intersection where the full length can be shown on a single plan and profile sheet;
- n. Texas Department of Transportation (TxDOT) approvals for driveway and drainage into their jurisdiction, if applicable;
- o. Existing conditions such as marshes, wooded areas, buildings and other significant features;
- p. Significant features on adjacent properties such as slopes, structures and power lines;
- q. Grading, erosion and sedimentation control plan;
- r. Details of all special structures and standard details, such as drainage features, streams and gully crossing, special manholes and the like, shall be drawn with the vertical and horizontal scales equal to each other; and
- s. Station all points of curvature (P.C.'s), points of tangency (P.T.'s) radius returns and grade change points of intersection (P.I.'s) in the profile with their respective elevations.
- (3) Resolution/dedication/field notes. The applicant will furnish the city with a signed, original copy of the dedication, resolution and field notes, as applicable, at the same time the final plat and final engineering drawings are submitted for approval.

- (c) Processing final plat.
- (1) Submission of application as provided under 48-24(b) of this section.
- (2) The final plat and final engineering drawings shall be reviewed by the City staff for conformity with the approved preliminary plat and preliminary engineering drawings, city's plans, thoroughfare plan, utility master plan, engineering standards and specifications, city ordinances and other applicable city standards. Upon completion of this review, the final plat and final engineering drawings shall be submitted to the planning and zoning commission for review.
- (3) The planning and zoning commission shall study the final plat and final engineering drawings and all recommendations. Particular attention will be given to the arrangement, location and width of streets, their relation to the topography of the land, lot sizes and arrangement, water and sewer lines, drainage, the further development of adjoining lands and the requirements of city ordinances, polices and plans.
- (4) Final plats and final engineering drawings shall be deemed approved if no action is taken by the planning and zoning commission within 30 days of submittal, and if no action is taken by the city council within 30 days of planning and zoning commission approval.
- a. The planning and zoning commission shall forward the final plat and final engineering drawings upon approval to the city council for their consideration.
- **b.** The planning and zoning official shall inform the developer in writing of the decision of the planning and zoning commission and city council including any conditions for approval or reasons for disapproval.
- 1. If conditionally approved or disapproved by the planning and zoning commission or the city council, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided.
- 2. The municipal authority or governing body may not establish a deadline for an applicant to submit the response. In accordance with LGC 212.0093.
- 3. Upon receiving a written response, the municipal authority or governing body that receives a response under LGC 212.0093 shall determine whether to approve or disapprove plan or plat not later than the 15th day after the response was submitted.
- (5) The final plat and final engineering drawings shall not be approved, conditionally approved or filed for record and no permits shall be issued until the applicant posts with the city a letter of credit/performance bond for any infrastructure construction remaining."

SECTION 9. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-70 "Guarantee of Performance" by renumbering section 48-70 A AWXRION 48-25 and by repealing and replacing the section to read in its entirety as follows:

"SEC. 48-25. GUARANTEE OF PERFORMANCE.

- (a) In order to record an approved final plat in which public infrastructure improvements are required, the developer shall construct the improvements to the approval of the city or file a guarantee of performance in lieu of completing the infrastructure prior to recordation of the plat. All such construction shall be coordinated while in progress by the city building inspector. If the infrastructure has not been completed and no letter of credit/performance bond posted within five years of approval, the approved final plat is considered null and void.
- (b) If the developer elects to file a guarantee of performance in lieu of completing construction prior to recording the plat, one of the following methods of posting security shall be used, while the city does reserve the right to select which of the following guarantees of performance is utilized:
 - (1) Unconditional letter of credit from a local bank or other financial institution in a form acceptable to the city and signed by a principal officer of the institution, agreeing to pay to the city, on demand, a stipulated sum of money to apply to the estimated costs of completion of all required improvements, cost of completion of the required improvements being verified by the city engineer.
 - a. The letter of credit shall be dated to expire not less than one year from the recordation of the final plat.
 - **b.** If the required infrastructure is not complete within six months of acceptance of the letter of credit, the city shall use the funds to construct the improvements.
 - (2) Performance bond submitted with the city by a surety company holding a license to do business in the state, in a form acceptable to the city, in an amount equal to the estimated costs of completion of required improvements verified by the city engineer.
 - **a.** It shall be dated to expire not less than one year from the recordation of the final plat.
 - **b.** If the required infrastructure is not complete within six months of acceptance of the a performance bond, the city shall use the funds to construct the improvements.
 - (c) For the guarantee of performance, as described in this section, the engineer whose stamp and signature are found on the final plat and final engineering drawings shall prepare a detailed estimate of outstanding infrastructure items to include the cost of each item, the cost of installation of each item and the total

cumulative cost of all outstanding infrastructure items. This detailed estimate should be stamped and signed by the engineer.

- (1) The city's engineer shall review this detailed estimate to ensure that all items are accounted for and are valued at costs that are reasonable given the market at the time of which the project occurs.
- (2) The city may request that the developer make modifications to the detailed estimate to reflect comments from the city's engineer. Once approved by the city's engineer, the city will accept the guarantee of performance, as described in this section, for the total cumulative cost as shown on the detailed estimate, and the final plat shall be filed with the county."

SECTION 10. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-71 "Maintenance Bond Required" by renumbering section 48-71 as section 48-26 and repealing and replacing section the section to read in its entirety as follows:

"SEC. 48-26. MAINTENANCE BOND REQUIRED.

- (a) Before the issuance of any building permit, the subdivider shall furnish the city with a maintenance bond, or other surety instrument such as a letter of credit or escrow account. The purpose of the maintenance bond/surety instruments is to assure the quality of materials and workmanship and maintenance of all required improvements including the city's costs for collecting the guaranteed funds and administering the correction and/or replacement of covered improvements in the event the subdivider defaults. The maintenance bond or other surety instrument shall be satisfactory to the city as to form, sufficiency and manner of execution.
- (1) For water and sewer related improvements, the bond or other instrument shall be in an amount equal to 20 percent of the cost of improvements verified by the city engineer and shall run for a period of one calendar year.
- (2) Bonds or other instruments for streets and drainage facilities shall be in an amount equal to 40 percent of the improvements verified by the city engineer and shall run for a period of two calendar years.
- (3) Effective time frame for bonds or other instruments will be measured from the date of release of the performance surely instrument or signing and recording of the final plat whichever is later.
- (4) In an instance where a maintenance bond or other surety instrument has been posted and a defect or failure of any required improvement occurs within the period of coverage, the city may declare the bond or surety instrument to be in default and require that the improvements be repaired or replaced.
 - (b) Whenever a defect or failure of any required improvement occurs within the period of coverage, the city shall require that a new maintenance bond or surety instrument be posted for a period of one full calendar year, except streets and drainage channels and structures which will be for two calendar years.

- (1) The amount of the bond or instrument will be equal to the amount required to correct the fault or failure.
- (2) Effective time frame for the new maintenance bond or other instrument shall begin on the date the city inspects and approves the required correction."

SECTION 11. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-72"As-Built Drawings" by renumbering section 48-72 as section 48-27 and by repealing and replacing the section to read in its entirety as follows:

"SEC. 48-27. AS-BUILT DRAWINGS.

- (a) The purpose of this requirement is to document the subdivision improvements as they were actually built. These drawings are required to replace the approved plans that are on file at the city and as such should contain all of the sheets presented in the final plat and final engineering drawings. These plans shall be labeled "as-built" or "record drawings." These drawings shall minimally include:
- (1) An index sheet listing all plan sheets presented in the as-built drawings;
- (2) Drawings shall contain information within tolerances pertinent to the intended function of the design;
- (3) Waterlines and appurtenances shall be field located with a horizontal and vertical location within a tolerance of one foot, more or less;
- (4) Gravity wastewater lines and manholes shall be field located with a vertical location within a tolerance of 0.1 foot, more or less, and a horizontal location within a tolerance of one foot, more or less;
- (5) Pressure wastewater lines and appurtenances shall be field located with a horizontal and vertical location within a tolerance of one foot, more or less;
- (6) Drainage facilities shall be field located with a vertical location within a tolerance of 0.1 foot, more or less, and a horizontal location within a tolerance of one foot more or less;
- (7) Roadway and sidewalk paving shall be field located with a vertical location within a tolerance of 0.1 foot, more or less, and a horizontal location within a tolerance of one foot, more or less;
- (8) All public facilities shall be shown to be located within public rights-of-way or appropriate easements; and
- (9) The as-built drawings shall be prepared by a state-licensed professional engineer and shall bear a certification from the engineer as follows:
- a. "To the City of Gatesville: I certify that the subdivision improvements shown on this sheet reflect any revisions of design as approved by the city and which I authorized, and/or any and all field changes of which I am aware."; and
- b. The certification shall be executed by and shall bear the seal and original signature of the professional engineer licensed in the state at the date of such

certification that directly supervised the construction of the project pursuant to the Texas Engineering Practice Act (Texas Occupations Code § 1001.001 et seq.).

- (b) As built drawing submittal requirements.
- (1) The developer shall provide the city with a digital copy and a single set of drawings of the constructed infrastructure. A digital copy of the as-built plat and its as-built engineering drawings must be submitted.
- (2) Digital as-built files should be submitted in PDF, DXF, DWG or GIS shapefile/feature class/coverage format. This digital format shall be an exact replica of any required and/or included data represented on the submitted hard copy drawing/document. The submitted media shall be labeled with the project name (subdivision name) and filing date."

SECTION 12. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at sections 48-73" through 48-108 by renumbering section 48-73 as section 48-28, reserving sections 48-29 through 48-40, and renumbering sections 48-105 through 28-108 respectively as sections 48-41 through 48-44.

SECTION 13. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at section 48-109 "Street Standards" by renumbering section 48-109 as section 48-45 and by repealing and replacing the section to read in its entirety as follows:

"SEC. 48-45. STREET STANDARDS.

- (a) Entrances to subdivisions. New subdivisions with 51 to 100 lots must have at least two access streets; new subdivisions with 101 or more lots require three access streets. In cases where a subdivision will be developed in phases, the number of access streets required will be based on the number of developed lots.
- (b) Projection of streets. Where adjoining areas are not subdivided, the developer shall design and construct abutting short stub-outs or temporary turnarounds for the projection of streets into such unsubdivided areas.
- (c) Street design standards.
- (1) Local streets. Streets that serve individual residential lots. They carry low traffic volumes at low speeds. Local Streets shall have a right-of-way width of 50 feet and a pavement width of 31 feet. Sidewalks on local streets shall be a minimum of four feet wide, meet Texas Accessibility Standards, and must be constructed between the curb and 12 inches away from the property line. Where entrances to subdivisions are not part of a collector street, they shall be 42 feet wide with 70 feet of right-of-way for a distance of 100 feet from the intersection.
- (2) Minor collectors. Streets generally located within subdivisions or between subdivisions to collect traffic from residential streets and to channel this traffic to major collectors. Residential lots may front on these streets. Minor Collectors shall have a right-of-way width of 70 feet and a pavement width of 42 feet. Sidewalks on minor collectors shall be a minimum of four feet wide and cannot be placed beyond the property line.

- (3) Major collectors. Streets generally located along borders of neighborhoods and within commercial areas to collect and to channel this traffic to the arterial system. These are limited access roads on which no single-family or two-family residential lots may front (i.e., no driveways shall be allowed) unless there is no other reasonable and safe access to the lot. Major collectors shall have a right-of-way width of 80 feet and a pavement width of 48 feet. Sidewalks on major collectors shall be a minimum of six feet wide and cannot be placed beyond the property line.
- (4) Cul-de-sacs. Streets with only one outlet which terminates in a vehicular turnaround at the other end. Cul-de-sacs shall be provided at the closed end with a turnaround having a minimum pavement diameter of 96 feet and a right-of-way diameter of 116 feet.
- (5) Major arterial. Roads that serve corridor movements having trip lengths and travel densities indicative of substantial statewide or interstate travel. These are limited access roads on which no single-family or two-family residential lots may front. Major arterials will follow TxDOT design standards.
- (6) Minor arterial. Roads that provide service to corridors with trip lengths and travel densities greater than those served by rural collectors or local systems. They should have high overall travel speed with minimum interference to through movements. These are limited access roads on which no single-family or two-family residential lots may front.
- (d) Reserve strips. Reserve strips controlling access to streets shall be prohibited except where their control is dedicated to the city.
- (e) Street jogs. Street jogs with centerline offsets of less than 125 feet shall be avoided.
- (f) Street intersections. Streets shall be laid out so as to intersect at right angles, or as close as possible to 90 degrees. Six-foot concrete valley gutters are required at street intersections where cross drainage will occur.
- (g) Dead-end streets. Dead-end streets shall be prohibited except for short stubouts for future roadway extensions. Temporary turnarounds are required if they exceed 150 feet in length.
- (h) Street names. No street names shall be used which will duplicate or be confused with the names of existing streets. Street extensions shall use the existing street names. Street names shall be subject to the approval of the city.
- (i) Streetlights.
- (1) It shall be the policy of the city that adequate street lighting for traffic safety be installed in all new subdivisions within the city limits or those in its ETJ requesting voluntary annexation. Streetlights shall generally be limited to intersections, curves, dead ends, cul-de-sacs and where spacing exceeds 600 feet.
- (2) Installation procedures and acceptable standards for streetlights shall be governed by the design and specification standards of the electric utility company serving the subdivision.

- (3) The use of special non-standard poles or fixtures from sources other than the electric utility shall not be accepted for dedication to the public for city maintenance.
- (4) Streetlights on collector and minor residential streets shall be at least 100-watt LED. Streetlights on major collectors and higher shall be at least 250-watt LED.
- (5) The city engineer shall approve the street lighting plan.
- (6) The developer shall be responsible for the cost of such street lighting installation, including the cost-of-service lines to supply electricity to the streetlights, and all engineering costs. Once satisfactorily installed, approved, and accepted, the ownership and maintenance of the streetlights shall be provided by the electric utility serving the area.
- (7) The furnishing of electric energy to the streetlights shall be provided by the electric utility providing service to the area. The city will pay the energy costs of streetlights located in the city limits.
- (j) Sidewalks. Sidewalks shall be required on all new streets. Sidewalks are not required on existing streets, streets without curb and gutter, or in a subdivision where all lots are greater than one acre in size. Sidewalks that are currently present on existing streets shall be retained when a parcel of land/lot on an existing street is subdivided. Sidewalks shall be constructed before any certificates of occupancy are issued by the city.
- (1) The subdivision developer may be required to install sidewalks when the city determines that in the interest of connectivity, accessibility, and/or public safety sidewalks are necessary.
- (2) All required public sidewalks shall be located in the city's right-of-way.
- (3) Subdivision developers are only responsible for installing sidewalks on property that is under construction.
- (4) All sidewalk elevations shall not be less than the top elevation of the existing curb, nor more than 24 inches above the height of the street curb.
- (5) Obstructions such as, but not limited to, fire hydrants, telephone poles, and street signs shall not be located within a sidewalk, unless approval of such is obtained from the city engineer.
- (6) Sidewalk ambulatory ramps shall be constructed within each curb return at all street intersections within the subdivision prior to the granting of a certificate of occupancy for the applicable lot. The ramp dimensions and surface finish shall be uniform throughout the subdivision.
- (7) The developer shall establish a uniform ground surface not to exceed the top of the curb elevation for all rights-of-way inside each curb return requiring sidewalk ambulatory ramps prior to the release of the subdivision."

SECTION 14. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 48 "Subdivisions" at sections 48-110 through 48-145 by renumbering section 48-110 as section 48-46, by renumbering section 48-145 as section 48-47, and by reserving sections 48-48 through 48-60.

<u>SECTION 15</u>. If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of GATESVILLE, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

<u>SECTION 16</u>. It is officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and the public notice of the time, place and purpose of this meeting was given as required by law.

SECTION 17. This Ordinance shall become effective immediately upon its passage and approval.

The foregoing Ordinance No. 2024-11 was read the first time and passed to the second reading this 22nd day of October 2024.

The foregoing Ordinance No. 2024-11 was read the second time and passed to the third reading this 14th day of November 2024.

The foregoing Ordinance No. 2024-11 was read the third time and was passed and adopted as an Ordinance to the City of Gatesville, Texas, this 10th day of December 2024.

	BY:GARY M. CHUMLEY, MAYOR
ATTESTED:	APPROVED AS TO FORM AND SUBSTANCE:
HOLLY OWENS, T.R.M.C. CITY SECRETARY	VICTORIA THOMAS CITY ATTORNEY

4888-2416-2028, v. 1



Agenda Item # 19

CITY COUNCIL MEMORANDUM

Date: December 10, 2024

To: **Mayor & City Council**

From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action regarding Ordinance 2024-12, amending the Gatesville Code of Ordinances at Chapter 10 "Buildings and Building Regulations," Article II "Technical Codes," by adding a New Division 4 "Portable Buildings and Containers"; providing a penalty of fine not to exceed \$500; providing a severability clause; providing a savings clause; and providing for an effective date.

Information:

In accordance with the vision of the City of Gatesville City Council and its citizens, an ordinance regulating portable buildings, cargo/shipping containers, and storage containers has been created.

Cargo/shipping containers are defined as an all-steel container with strength to withstand shipment, storage and handling. Such containers include reusable steel boxes, freight containers and bulk shipping containers; originally a standardized reusable vessel that was designed for and used in the



Gatesville - Bridge Street

parking, shipping, movement, transportation or storage of freight, articles or goods or commodities; generally capable of being mounted or moved on a rail car, truck trailer or loaded on a ship.

Portable buildings are defined as any prefabricated structure assembled off site and delivered to the site as a complete unit or a building purchased in kit form and assembled onsite, which can

be moved without disassembly to another location.



Fort Worth

This ordinance will regulate the use and location of cargo/shipping containers and portable buildings by setting setbacks and timelines on the temporary uses and permits will be required for the use and placement of these structures.

The first reading was held on October 22, 2024. with a vote of 5-0-0. The second reading was held on November 14, 2024, with a vote of 5-0-0. This is the third and final reading.

Financial Impact:

There is no fiscal impact.

Staff Recommendation:

The staff recommends passing Ordinance 2024-12 adopting the amendment to the Gatesville Code of Ordinances at Chapter 10 "Buildings and Building Regulations," Article II "Technical Codes," by adding a New Division 4 "Portable Buildings and Containers" to the next meeting.

Motion:

I make a motion to pass Ordinance 2024-12 adopting the amendment to the Gatesville Code of Ordinances at Chapter 10 "Buildings and Building Regulations," Article II "Technical Codes," by adding a New Division 4 "Portable Buildings and Containers."

Attachments:

Draft Ordinance

Staff Contacts:

Holly Owens howens@gatesvilletx.com



ORDINANCE NO. 2024-12

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE GATESVILLE CODE OF ORDINANCES AT CHAPTER 10 "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II "TECHNICAL CODES," BY ADDING A NEW DIVISION 4 "PORTABLE BUILDINGS AND CONTAINERS"; PROVIDING A PENALITY OF FINE NOT TO EXCEED \$500; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gatesville is a Home Rule Municipality operating under the laws of the State of Texas; and

WHEREAS, the City Council may establish building regulations within the corporate limits of the city; and

WHEREAS, the City Council has determined that it would be advantageous and beneficial to the citizens of the City of Gatesville, Texas to set regulations for portable buildings, including cargo and shipping containers;

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

<u>SECTION 1</u>. The findings set forth in the above preamble to this Ordinance are true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. The Code of Ordinances of the City of Gatesville, Texas is hereby amended at Chapter 10 "Buildings and Building Regulations," Article II "Technical Codes," by adding a new Division 4 "Portable Buildings and Containers" which shall read in its entirety as follows:

"DIVISION 4. PORTABLE BUILDINGS AND CONTAINERS

SEC. 10-129. DEFINITIONS.

- (1) A portable storage container is a container intended to store or transport personal property which is transported to a desired location for drop-off by truck or trailer. The common name for such containers is PODS (portable on-demand storage).
- (2) Portable buildings are also any prefabricated structure assembled off site and delivered to the site as a complete unit or a building purchased in kit form and assembled onsite, which can be moved without disassembly to another location.
- (3) A cargo and/or shipping container is an all-steel container with strength to withstand shipment, storage and handling. Such containers include reusable steel boxes, freight containers and bulk shipping containers; originally a standardized

reusable vessel that was designed for and used in the parking, shipping, movement, transportation or storage of freight, articles or goods or commodities; generally capable of being mounted or moved on a rail car, truck trailer or loaded on a ship.

SEC. 10-130. PORTABLE BUILDINGS AND CONTAINER REGULATIONS.

- (1) Portable storage containers are not permitted except for temporary use in all zoning districts within the city limits of the City of Gatesville.
- (2) A portable storage permit is required if a portable storage container is to be located on property for more than five days in a 360-day period. A portable storage permit must be obtained from the Building Official. A permit fee set by the city council is applicable and must be paid before the permit is issued. The permit duration is 30 days from issuance.
- (3) The Building Official may grant an extension not to exceed 30 days if the permit holder demonstrates extenuating circumstances beyond his/her control that justify the extension.
- (4) If the portable storage container is being used directly in conjunction with work being performed under an unexpired city building permit, the container may be located on the property for a period not to exceed 180 days or the duration of the building permit, whichever is less.
- (5) Except as otherwise expressly provided in this subsection, the following standards apply to any use of a portable storage container:
 - a. only one such container is allowed per address in a 360-day period
 - b. if located in a front or side yard, the container must be placed on an asphalt or concrete surface
 - c. the container may not be placed on a street or on street right-of-way
- (6) A portable storage container shall not be used as a permanent substitute for an accessory storage structure in any zoning district.
- (7) No cargo container shall be used for human habitation or commercial business purposes.
- (8) No cargo container shall be used to store hazardous materials.

- (9) No cargo container shall be used to store and keep refuse or debris in, against, on or under the cargo container.
- (10) Any cargo container shall be secure, structurally sound, stable and in good repair.
- (11) A 15-ft. setback required from any other structure.
- (12) No cargo/shipping containers can be stacked on top of one another or on top of any other object.

SEC. 10-131. PORTABLE BUILDINGS AND CONTAINER EXCEPTIONS.

- (1) CF, C-G, DT, IND Districts. More than one container is allowed per 360-day period and no permit is required even if the total number of days that containers are located on the property exceeds five days in a 360-day period, provided that:
 - a. the containers are used for shipping and receiving inventory
 - b. the containers are located in the rear yard of the property
 - c. the containers are placed on a concrete or asphalt surface
 - d. the containers comply with applicable setback requirements for the district
 - e. on average each container is located on the property for a period of less than ten days.
- (2) AG, R-SF, R-TH, R-2F, R-MF, R-MH, R-MHP Districts. More than one container is allowed per 360-day period and no permit is required even if the total number of days that containers are located on the property exceeds five days in a 360-day period, provided that:
 - a. the containers are used solely for moving the personal property of a new resident to the property or removing the personal property of a resident moving from the property
 - b. the containers are placed in an area that does not create a safety hazard
 - c. each container is on the property for five days or less.

SEC. 10-132. PORTABLE BUILDINGS AND CONTAINER PENALTIES.

(1) Any permit issued under this chapter may be revoked upon ten days' written notice to the owner, occupant or person in control of the property if such person is storing, maintaining, or otherwise keeping a cargo container in violation of this chapter.

- (2) A cargo container otherwise existing on property prior to the adoption of this chapter that was lawfully placed and maintained shall be deemed a legal non-conforming use. Such non-conforming use shall not be increased, enlarged, extended or altered except if the use may be voluntarily changed by the owner to a conforming use which meets the requirements of the city code.
- (3) Any person, firm or corporation violating any of the provisions of this chapter of the city or amendments thereto, shall be guilty of a misdemeanor and, upon conviction in the municipal court of the city shall be subject to a fine not to exceed the sum of \$500 for each offense, and each and every day such offense shall continue shall be deemed a separate offense.

SECTIONS 10-30 THROUGH 10-53, RESERVED."

<u>SECTION 3</u>. If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of Gatesville, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. It is officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and the public notice of the time, place and purpose of this meeting was given as required by law.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

The foregoing Ordinance No. 2024-12 was read the first time and passed to the second reading this 22nd day of October 2024.

The foregoing Ordinance No. 2024-12 was read the second time and passed to the third reading this 14th day of November 2024.

The foregoing Ordinance No. 2024-12 was read the third time and was passed and adopted as an Ordinance to the City of Gatesville, Texas, this 10th day of December 2024.

BY:			
	GARY M.	CHUMLEY,	MAYOR

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APPROVED AS TO FORM:

HOLLY OWENS, T.R.M.C. CITY SECRETARY VICTORIA THOMAS CITY ATTORNEY

4885-3380-6573, v. 1



Agenda Item # 20

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Holly Owens, City Secretary

Agenda Item: Discussion and possible action accepting the annexation petition submitted by Tracy and Stacy Summers, being all the owners of approximately 5 acres of real property situated in the Henry Farley and J.A. Clayton Surveys located in the City of Gatesville, Coryell County, Texas and being commonly known as 2204 Coryell City Road.

Information:

Tracy Summers and Stacy Summers are the owners of the property located at 2204 Coryell City Road and described as the Henry Farley and J.A. Clayton Survey situated in Coryell County, Texas. The owners have formally requested to have the 5 acres described property to be annexed into the City of Gatesville.

Requirements:

- 1. Conduct one public hearing (January 14, 2025).
- 2. Public Notice in newspaper between 10 and 20 days before the public hearing
- 3. Public Notice on website between 10 and 20 days before the public hearing
- 4. Notice of hearing to the following:
 - a. Coryell County
 - b. Fire protection service providers
 - c. Emergency medical services providers
 - d. Utility providers
 - e. School District
- 5. Negotiate and enter into a written service agreement with the property owners for the provision of city services prior to annexation date.

Financial Impact:

There is no fiscal impact.

Staff Recommendation:

The staff recommends passing Resolution 2024-139 annexing the property described as the Henry Farley and J. A. Clayton Surveys situated in Coryell County, Texas to the next public hearing dated January 14, 2025.

Motion:

I make a motion to pass Resolution 2024-139 annexing the property described as the Henry Farley and J. A. Clayton Surveys situated in Coryell County, Texas to the next public hearing dated January 14, 2025.

Attachments:

- Resolution with Exhibit 1 and Exhibit "A"
- GIS Map of property.

Staff Contacts:
Brad Hunt bhunt@gatesvilletx.com

RESOLUTION 2024-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, ACCEPTING A VOLUNTARY ANNEXATION PETITION AND AUTHORIZING AND SETTING THE DATE, TIME, AND PLACE FOR PUBLIC HEARING ON THE CONTEMPLATED ANNEXATION DESCRIBED THEREIN; AUTHORIZING AND DIRECTING CITY STAFF TO PUBLISH NOTICE OF SUCH PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gatesville has received a petition for voluntary annexation for the Annexation Area described and depicted in said petition which is attached hereto as Exhibit "A" from Tracy Summers and Stacy Summers; and

WHEREAS, the Gatesville City Council believes it is in the best interest of the City to annex certain properties into the City of Gatesville; and

WHEREAS, the Annexation Area is adjacent to corporate limits of the City of Gatesville, Texas and within the extraterritorial jurisdiction of the City of Gatesville, Texas, under the terms of Chapter 43 of the Texas Local Government Code; and

WHEREAS, the Annexation Area is economically and geographically within the natural growth pattern of the City of Gatesville, Texas, and adaptable for future development under the master development plan for the City; and

WHEREAS, the Gatesville City Council wishes for all interested persons to be heard in a manner prescribed by state law before said annexation action is considered; and

WHEREAS, the Gatesville City Council wishes to inform all citizens and interested persons so that the impacts of said annexation are well understood by all interested parties prior to a final decision to annex the Annexation Area;

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

SECTION 1. The City Council of the City of Gatesville hereby accepts the petition for voluntary annexation submitted by Tracy Summers and Stacy Summers, attached hereto and incorporated herein by this reference as Exhibit "A", for the annexation area being described and depicted in exhibit 1 to the petition (the "Annexation Area").

SECTION 2. On the 14th day of January, 2025 at the regular called City Council meeting at 5:30 p.m., in the Gatesville City Hall, 110 North 8th Street, Gatesville, Texas, the Gatesville City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed voluntary annexation by the City of Gatesville, Texas,

of the Annexation Area described and depicted in the Annexation Petition attached hereto as Exhibit A, more particularly in Exhibit "1" of said Annexation Petition.

SECTION 3. City Staff is hereby authorized and directed to cause notices of such public hearing to be published on the City's website and in a newspaper having general circulation in the City and in the above-described Annexation Area not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearing, all in accordance with Chapter 43 of the Texas Local Government Code and to provide all other required notices required by said Chapter, including notice to the County, School District, and Fire and EMS providers for the property.

SECTION 5. City Staff are hereby directed to prepare a service plan for the proposed Annexation Area and make said service plan available for public review in the Gatesville City Hall on or before January 4, 2024.

SECTION 6. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ALL GATESVILLE, TEXAS, on this the	OOPTED BY THE CITY COUNCIL OF THE CITY OF day of, 2024
	CITY OF GATESVILLE, TEXAS
	APPROVED:
	Gary Chumley, Mayor
ATTEST:	APPROVED AS TO FORM AND SUBSTANCE
Helly Owens TP M C	
Holly Owens, T.R.M.C. City Secretary	City Attorney

EXHIBIT A

APPLICATION

EXHIBIT 1 attached to Exhibit A

PROPERTY LEGAL DESCRIPTION

All that certain five (5) acres, being a part of the Henry Farley and J.A. Clayton Surveys situated in Coryell County, Texas, and being further described as by metes and bounds as follows:

BEGINNING S 60 deg. 18' 23" W, 332.02 feet and S 48 deg. 58' 29" W, 146.64 feet from the most northerly corner of that certain 177-acre tract described in Volume 173, Page 580, Deed Records, Coryell County, Texas;

THENCE S 74 deg. 18' 14" E, 376.14 feet to the NE corner of this tract;

THENCE S 15 deg. 41' 33" W, 720.43 fee to the SE corner of this tract;

THENCE N 28 deg. 01'09" W, 728.49 feet to the NW corner of this tract, also being on the South boundary line of FM Road 929;

THENCE N 48 deg. 58' 29" E, with the South boundary line of FM Road 9299, 231.92 feet to the Place of Beginning.

EXHIBIT "A"

All that certain five (5) acres, being a part of the Henry Farley and J. A. Clayton Surveys situated in Coryell County, Texas, and being further described by metes and bounds as follows:

BEGINNING S 60 deg. 18'W, 332.02 feet and S 48 deg. 58' 29", W, 146.64 feet from the most northrly corner of that certain 177 acre tract described in Volume 173, Page 580, Deed Records, Coryell County, Texas;

THENCE S 74 deg. 18' 14" E, 376.14 feet to the NE corner of this tract;

THENCE S 15 deg. 41' 33" W, 720.43 feet to the SE corner of this tract;

THENCE N 28 deg. 01' 09" W, 728.49 feet to the NW corrner of this tract, also beng on the South bourndry line of FM Road 929;

THENCE N 48 deg. 58' 29' E, with the South boundry line of FM Road 929, 231.92 feet to the Place of Beginning.



P244

BIS Consulting Web App

10/18/24, 4:30 PM

1/1

P245



Agenda Item #21

CITY COUNCIL MEMORANDUM

Date:

December 10, 2024

To:

Mayor & City Council

From:

Bradford Hunt, City Manager

Agenda Item: City Manager Report

The purpose of this report is to keep the public, city council, and staff informed about ongoing projects and initiatives. Please see attached report.

Financial Impact: n/a

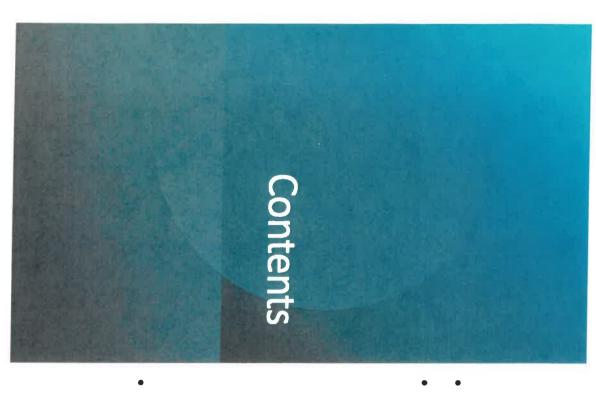
Staff Recommendation:

n/a

Motion:

n/a





- Welcome
- Department Updates
- City Manager
- Public Works
- Public Safety
- Parks and Recreation
- Library, Civic Center, Auditorium, AirportCity Hall
- Code Compliance
 - City Secretary, Permits
- Upcoming Community Events





Welcome new and returning Council Members!

This document is intended as an overall look at City of Gatesville operations from the City Manager's perspective. It is intended to concisely summarize the operations of each department within the city government and provide updates on current and future projects being undertaken by your city government. Its intended audience includes the City Council as well as all community members and stakeholders in Gatesville.

This document will be presented monthly at a City Council Meeting, then published on our website. Please call me at 254.220.4628, or email me at bhunt@gatesvilletx.com, if you have any questions about any of the information provided herein.

Thank you,

Bradford Hunt

City Manager

City of Gatesville, Texas

Department Updates — City Manager

Staffing: 6 full-time and 1 part-time openings city-wide

- 5 in Police Department
- 1 in Water Distribution
- 1 Part-Time in Library
- Priority items

 TDEM/FEMA process damage report uploaded by Dec. 2 deadline;
- follow-up meeting occurred Dec. 4; next steps in early January

 Water rate study
- SH 36 monument dedication
- PD architect next phases Jan. 6 kick-off meeting
- Address street repair and drainage issues
- Planning and cost estimates to safely re-open lower portion of Faunt Le Roy Park
- South sewer line capacity
- Development inquiries and feasibility
- Beginning internal discussions on Parks Master Plan
- Attic Breeze and airport land acquisition agreements

Communication

City Facebook



Staffing:

1 opening

Water Production, Zeb Veazy

FNI Mini CIP planning + current grant-funded projects in progress

Nater Distribution & Street Maintenance, Dale Allen

Paving work paused for winter, now working on mowing & maintenance of ROWs, drainage issues



Waste Water, Bobby Buster

- Stillhouse WWTP Improvement Project
- Phase 1 now in construction phase
- Stillhouse Phase 2 under consideration
 more info to council this spring

Fleet Maintenance, Derek Lawrence

Fleet maintenance software



Police Department – Georgiana Cleverley, Interim Chief

- Staffing:
- Patrol openings: 3 FTEs
- Dispatch openings: 2 FTEs
- New Chief begins Dec. 12

Fire Department – Billy Vaden, Chief

- Santa Run began Dec. 6
- Food for Families once again very successful, visits by Rusty Garrett and Gordon Collier
- Budget recommend funding for Engine 3 in next two FYs



Overall – Seth Phillips, Director

- Staffing: 0 openings
- "Christmas in the Park" lighting ceremony Dec. 2 was a
- huge, resounding success
 Planning & cost estimates to re-open limited portion of Faunt Le Roy Park by river
- Mowing city-owned lots, along with Street Dept.

City Pool, Athletics – Marte Bailey

 Continued leagues and travel ball tournaments through March

itness Center – Patrice Gilbert

HVAC upgrades pending; new equipment being installed per budget allocations

Department Updates – Library, Civic Center, Auditorium, Airport

Library – Shea Harp, Director

- Staffing: 1 part-time position open & taking applications now
- Library Rehabilitation Project

Civic Center & Auditorium – Morgan Smart

- Civic Center HVAC upgrades complete
- Assisted with "Christmas in the Park" concept and planning
- Auditorium assessment of current condition, options for future

alsema

- TXDOT grant funding meetings in progress
- Airport advisory board concept in discussion



Finance – Mike Halsema, Deputy City Manager

- Grant management coordination via various contractors
- Project management for current sites at Stillhouse, Water Distribution, and others

Human Resources – Lori McLaughlin

- All job descriptions in process of being reviewed, updated
- Planning for Thanksgiving and Christmas meals for employees and families

Courts, Water, Cemeteries, Permits – Mike H. & Lori M.

- Cemetery management procedures, forms, survey
- Juvenile diversion program begins Jan. 2025



- City Secretary Wendy Cole & Holly Owens
- Wendy's retirement January 2025
- Ordinance amendments + Zoning ordinance edits in progress

Permits, November: Category

Category	Scope of Work	Est. Value of Project
Building	Carport-rebuild	\$7,600.00
Electrical	Remodel rewire	\$2,000.00
Storage	Garden shed	\$3,000.00
Roofing	Shingle roof	\$10,000.00
Electrical	Repair service and odd smoke detector	\$600.00
Storage Building	Shed	\$5,000.00
Plumbing	Gas pressure test	\$250.00
Plumbing	Gas pressure test	\$250.00
Plumbing	Gas pressure test	\$250.00
Electrical	Panel	\$2,000.00
Plumbing	Tub to walk in shower	\$20,000.00
Plumbing	Tub to walk in shower	\$20,000.00
Plumbing	Gas leak	\$1,000.00
Electrical	Repair	\$300.00
Building	Remodel	\$50,000.00
Building	Remodel	\$25,000.00
Plumbing	Repair	\$250.00
Plumbing	Gas pressure test	\$250.00
Plumbing	Gas test	\$250.00
Plumbing	Gas test	\$250.00
Plumbing	Gas test	\$250.00
Plumbing	Gas test	\$250.00
Plumbing	Gas test	\$250.00
Taps & Fee	Taps & fee	\$4,024.45
	Change sign	\$6,000.00
Sign	Annex taps & fees	CA OFO FA



- Supervisor City Secretary Holly Owens
- Code Compliance Official Brooklyn Meza

Code Summary Report Violation Name

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Upcoming Community Events

- Dec. 13 Family lunch for city employees, 11a-1p
- Christmas Parade, 10 a.m.
- Cowboy Christmas Market at Civic Center, 10a-3p
- Santa at Christmas at the Ballpark, 5:45-8p
- Dec. 21 Story time with Santa at Christmas at the Ballpark. 5:45-8p
- Jan. 24 North Ft. Cavazos community fish fry



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