



Date 5/27/2025

Agenda Item 4

## **CITY COUNCIL MEMORANDUM**

**To: Mayor & Council**

**From: Bradford Hunt, City Manager**

**Agenda Item: Presentation and Information from MRB Architects, Regarding Revisions to Proposed Police Department Building.**

### **Information:**

Guest speaker Crystal Cowen, with our contract services architects, MRB, will present information regarding revisions to the proposed Police Department building. Their intent, as directed by City Manager Hunt, was to reduce the square footage and potential costs to a level that still provides a sensible plan for a new building. Chief Clark and staff assisted with the revisions.

**CITY COUNCIL MEETING**  
**MAY 13, 2025**  
**5:30 P.M.**  
**COUNCIL CHAMBERS, 110 NORTH 8TH STREET,**  
**GATESVILLE, TEXAS 76528**

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) **CALL TO ORDER** THE REGULAR CITY COUNCIL MEETING AT 5:32 P.M. THIS 13<sup>th</sup> DAY OF MAY 2025.

2) **QUORUM CHECK/COUNCIL PRESENT:** Mayor Gary Chumley, Mayor Pro-Tem Greg Casey, Councilmembers Kalinda Westbrook, Jon Salter, Meredith Rainer, and Aaron Smith.

**CITY STAFF PRESENT:** City Manager Brad Hunt, City Secretary Holly Owens, Deputy City Manager/Finance Director Mike Halsema, Shea Harp, Seth Phillips, Chad Newman, Keith Mueller, and Police Chief Jeff Clark.

**OTHERS:** Gatesville Messenger Staff Writer Alex Meelbusch, Leo Corona, Travis VanBibber, and Gatesville Chamber Representative Yvonne Williams.

3) **INVOCATION:** Councilmember Westbrook and **PLEDGE OF ALLEGIANCE:** Led by Mayor Chumley.

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.

There were no public/citizen comments.

**CONSENT:** 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.

4) 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.

a. **Resolution 2025-042:** Discussion and possible action regarding approval of minutes from Regular City Council Meeting held on April 22, 2025.

- b. Presentation of Coryell County Appraisal District 2025 Preliminary Assessment Roll.
- c. **Resolution 2025-043:** Discussion and possible action regarding the certificate of appointment of Commissioners of the Housing Authority of the City of Gatesville, Texas.
- d. **Resolution 2025-044:** Discussion and possible action expressing support for Creation of the Central Texas Regional 9-1-1 Emergency Communications District.

**CONSENT AGENDA:** Motion by Aaron Smith, seconded by Jon Salter to **APPROVE** the **CONSENT AGENDA** as written. All four voting “Aye”, motion passed, 4-0-0 (Casey and Patterson Absent).

**OTHER BUSINESS:**

5) Library Update

Shea Harp gave a brief presentation giving the City Council a full update on the restoration of the library.

No action was taken.

- 6) Discussion and possible action regarding **Ordinance 2025-12**, annexing 1.16 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas; and the north-adjacent 17.47 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas. (*1<sup>st</sup> Reading*)

Councilwoman Westbrook asked how much this could potentially expand the runway. Mr. Hunt stated it would extend the runway enough to allow for small jets.

**ORDINANCE 2025-12:** Motion by Meredith Rainer, seconded by Kalinda Westbrook to **PASS ORDINANCE 2025-12** annexing 1.16 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas; and the north-adjacent 17.47 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas, first reading to the next meeting. All four voting “Aye”, motion passed, 4-0-0 (Casey and Patterson Absent).

- 7) Discussion and possible action regarding **Resolution 2025-045** authorizing the City Manager to Contract with a Local Realtor to Sell City-Owned Vacant Lots.

Councilwoman Westbrook asked if all the property apart from the largest piece is within the city limits. Mr. Hunt stated yes.

**RESOLUTION 2025-045:** Motion by Meredith Rainer, seconded by Aaron Smith to **APPROVE RESOLUTION 2025-045**, authorizing the City Manager to a) Contract with a Local Realtor and b) List and Sell City-Owned Vacant Lots. All four voting “Aye”, motion passed, 4-0-0 (Casey and Patterson Absent).

- 8) Discussion and possible action to approve **Ordinance 2025-08**, adding Chapter 3, “Boards and Commissions”. (*3<sup>rd</sup> and Final Reading*)

**ORDINANCE 2025-08:** Motion by Jon Salter, second by Aaron Smith, **APPROVING ORDINANCE 2025-08**, adding Chapter “Boards and Commission” third and final reading. All four voting “Aye”, motion passed, 4-0-0 (Casey and Patterson Absent).

Councilman Casey joined the meeting at 6:10 p.m.

9) Recess Regular Meeting and call a Public Hearing.

**OPEN PUBLIC HEARING** – Mayor Chumley opened the public hearing at 6:10 p.m.

Hear comments on **Ordinance 2025-11**, abandoning a portion of Mesquite Street.

There were no public comments or questions.

**CLOSE PUBLIC HEARING** – Mayor Chumley closed the public hearing at 6:13 p.m.

10) Discussion and possible action regarding **Ordinance 2025-11**, abandoning a portion of Mesquite Street. (*1<sup>st</sup> Reading*)

**ORDINANCE 2025-11:** Motion by Kalinda Westbrook, second by Greg Casey, **PASSING ORDINANCE 2025-11**, abandoning a portion of Mesquite Street, first reading to the next meeting. All five voting “Aye”, motion passed, 5-0-0 (Patterson Absent).

**EXECUTIVE SESSION:**

There was no Executive Session.

Adjourn Meeting

City Council adjourned at 6:16 p.m.

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Mayor Gary Chumley

ATTEST:

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City Secretary, Holly Owens



City of Gatesville TX FY2024-2025 2ND Quarter Investment Report

Fund	Description	Type	Book Value 12/31/24	Market Value 12/31/24	Interest Earned	Book Value 3/31/2025	Market Value 3/31/2025	Days to Mat	Unrealized Gain/ Loss	Change in Market Value
999-1000	Pooled	BNKDEP	\$ 4,058,488	\$ 4,058,488	\$ 40,212	\$ 4,029,562	\$ 4,029,562	1	\$ -	\$ (28,926.63)
020-1126	Enterprise FT HOOD WMR RESERVE	MMF	\$ 386,767	\$ 386,767	\$ 3,089	\$ 389,856	\$ 389,856	1	\$ -	\$ 3,088.53
020-1050	Enterprise 2019 TWDB BOND PROCEEDS (BOKF)	MMF	\$ 6,926,011	\$ 6,926,011	\$ 71,384	\$ 6,660,591	\$ 6,660,591	1	\$ -	\$ (265,420.68)
020-1134	Enterprise 2019 TWDB BOND reserve	MMF	\$ 556,992	\$ 556,992	\$ 4,448	\$ 561,440	\$ 561,440	1	\$ -	\$ 4,447.87
020-1100	General TEXSTAR CLFR FUNDS 1	LGIP	\$ 540	\$ 540	\$ 6	\$ 546	\$ 546	1	\$ -	\$ 5.59
020-1101	General TEXSTAR CLFR FUNDS 2	LGIP	\$ 148,387	\$ 148,387	\$ 1,602	\$ 149,989	\$ 149,989	1	\$ -	\$ 1,601.97
010-1030	General TEXSTAR GENERAL FUND RESERVES	LGIP	\$ 747,641	\$ 747,641	\$ 11,998	\$ 1,759,638	\$ 1,759,638	1	\$ -	\$ 1,011,997.52
020-1031	Enterprise TEXSTAR WAS FUND RESERVES	LGIP	\$ 1,075,104	\$ 1,075,104	\$ 15,653	\$ 2,090,757	\$ 2,090,757	1	\$ -	\$ 1,015,653.00
010-1018	General TEXPOOL MMA	LGIP	\$ 470,899	\$ 470,899	\$ 5,082	\$ 475,980	\$ 475,980	1	\$ -	\$ 5,081.55
040-1030	General TEXSTAR HOT FUNDS	LGIP	\$ 472,216	\$ 472,216	\$ 5,071	\$ 477,314	\$ 477,314	1	\$ -	\$ 5,098.34
090-1030	General TEXSTAR GENERAL CAPITAL PROJ	LGIP	\$ 694,336	\$ 694,336	\$ 7,497	\$ 701,833	\$ 701,833	1	\$ -	\$ 7,496.52
Totals			\$ 15,537,380	\$ 15,537,380	\$ 153,472	\$ 17,297,504	\$ 17,297,504		\$ -	\$ 1,760,124.58

Type Breakdown:	Book Value	Percent of portfolio	Wtd Avg Mat	Wtd Avg Yield
LGIP	5,656,056	32.70%	1	1.0675%
MMF	7,611,886	44.01%	1	1.0563%
BNKDEP	4,029,562	23.30%	1	0.9979%
	17,297,504.35	100.00%	1	1.04637%

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

  
Brad Hunt  
City Manager/Investment Officer

  
Mike Halsema  
Deputy City Manager/Investment Officer

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:  
That the above stated recommendation is hereby approved and authorized.  
PASSED AND APPROVED at a regular meeting of the City Council of the City of Gatesville, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 et seq.

APPROVED

Gary Chumley, Mayor  
ATTEST:

Holly Owens, City Secretary



# FY 2024-2025 Monthly Financial Report

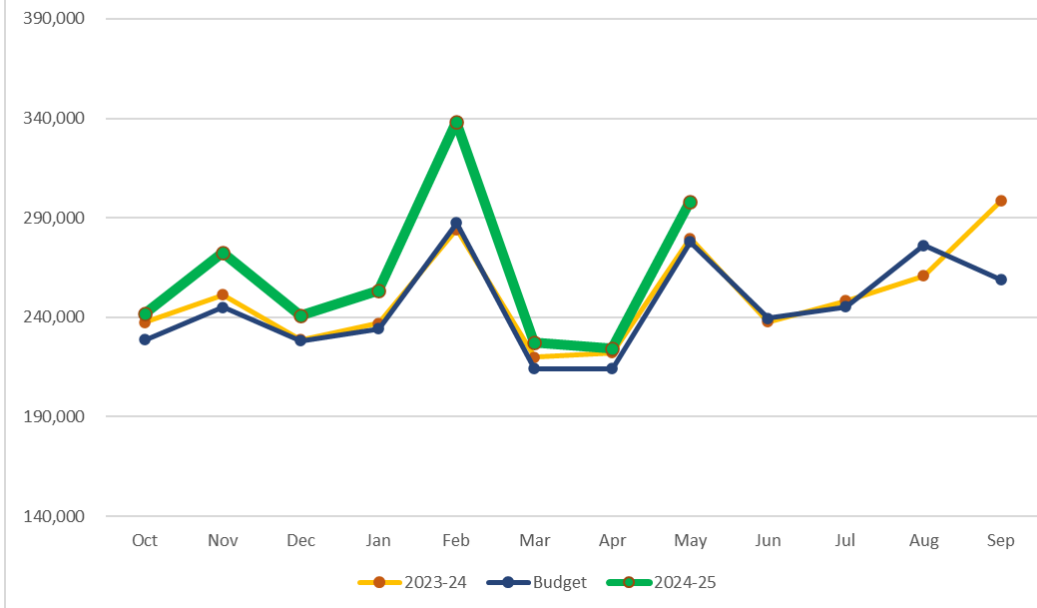
## MARCH 2025

# General Fund

	MARCH	2024-25 Budget	2024-25 YTD	% YTD
<b>Revenues</b>				
AV Taxes	165,602	2,952,906	3,082,973	104.4%
Sales Tax	227,287	2,950,000	1,575,078	53.4%
Franchise Fees	182,398	802,000	507,386	63.3%
Fines & Fees	10,308	152,000	63,734	41.9%
Other taxes	934	15,000	6,265	41.8%
Licenses & Permits	51,293	62,600	120,457	192.4%
Rental Income	9,829	64,000	39,809	62.2%
Parks & Rec	29,906	420,000	217,950	51.9%
Misc. Revenues	15,857	151,500	99,963	66.0%
Intergovernmental	-	371,459	-	0.0%
Inter fund Transfers	47,627	687,503	285,763	41.6%
<b>TOTAL REVENUES</b>	<b>741,041</b>	<b>8,628,968</b>	<b>5,999,379</b>	<b>69.5%</b>

	MARCH	2024-25 Budget	2024-25 YTD	% YTD
<b>Expenditures</b>				
LIBRARY	18,853	290,663	143,185	49.3%
ADMINISTRATION	119,314	1,423,950	815,441	57.3%
PLANNING	315	152,200	55,010	36.1%
POLICE	194,481	2,878,749	1,348,210	46.8%
COURT	11,769	199,062	104,563	52.5%
FIRE	12,550	372,758	259,039	69.5%
STREET	55,895	1,229,677	496,154	40.3%
FLEET SERVICES	14,915	148,370	74,250	50.0%
BUILDING INSPECTIONS	11,477	128,911	75,646	58.7%
PARKS & RECREATION	103,610	859,978	418,382	48.7%
FT CAVASOS REC MGMT	0	371,459	0	0.0%
Fitness Center	22,990	324,500	173,438	53.4%
SWIMMING POOL	1,239	124,138	20,242	16.3%
CIVIC CENTER	10,001	124,553	56,462	45.3%
TRANSFER EXPENSE	0	0	0	0.0%
<b>TOTAL EXPENDITURES</b>	<b>577,409</b>	<b>8,628,968</b>	<b>4,040,021</b>	<b>46.8%</b>
<b>Gain (Loss)</b>		<b>-</b>	<b>1,959,358</b>	

### FY 25 Monthly Sales Tax



Expenditures	Budget	YTD	
Salaries	\$4,163,057	\$1,814,978	43.6%
Benefits	\$1,246,073	\$515,908	41.4%
Professional Services & Training	\$796,626	\$342,622	43.0%
Utilities	\$282,945	\$145,730	51.5%
Materials & Supplies	\$291,876	\$245,551	84.1%
Maintenance & Operations	\$1,420,756	\$736,142	51.8%
Lease & Rental	\$280,259	\$113,074	40.3%
Miscellaneous	\$0	\$7,231	0.0%
Grant Expenses	\$0	\$0	0.0%
Debt Service	\$65,154	\$40,674	62.4%
Transfers	\$0	\$0	0.0%
Capital Outlay	\$82,221	\$78,112	95.0%
<b>Total Expenditures:</b>	<b>\$8,628,968</b>	<b>\$4,040,021</b>	<b>46.8%</b>

-Total Year-to-Date (YTD) revenues stand at \$5,999,379, representing 69.5% of the annual budget of \$8,628,968.

-Sales tax collections are exceeding budget, and higher than prior year.

-Property tax collections are as expected for YTD, and have exceeded budget

-Licenses & permits increased due to increased development activity.

-Fire department expenditures are elevated due to 1-time expenditures.

-Building Inspections expenditures are elevated due recording code enforcement salaries in this department

-Capital Outlay is increased due to one-time purchases made at the beginning of the year.

# Water & Sewer Fund

	MARCH	2024-25 Budget	2024-25 YTD	% YTD
<b>Water</b>				
<b>Revenues</b>				
<b>Water Sales</b>				
Residential	140,041	1,971,963	929,480	47.1%
Commercial And Institutional	166,570	2,021,987	1,112,361	55.0%
Wholesale	108,715	1,041,281	682,231	65.5%
<b>Connections &amp; Installs</b>	33	31,300	363	1.2%
<b>Misc.</b>	6,873	71,000	83,436	117.5%
Subtotal	422,232	5,137,531	2,807,870	54.7%
<b>Expense</b>				
<b>Distribution &amp; Collections</b>				
Personnel	61,175	757,838	362,034	47.8%
O&M	40,859	518,062	292,337	56.4%
Debt Service	-	206,225	181,775	
Capital Outlay	8,120	1,308,987	8,120	0.6%
<b>Production</b>				
Personnel	38,056	507,570	265,163	52.2%
O&M	75,510	1,705,291	624,668	36.6%
Debt Service	-	928,128	113,032	
Capital Outlay	-	30,922	63,751	206.2%
Subtotal	223,720	5,963,023	1,910,880	32.0%
<b>Sewer</b>				
<b>Revenues</b>				
<b>Sewer Fees</b>				
Residential	106,284	944,612	639,255	67.7%
Commercial And Institutional	119,992	2,074,791	763,079	36.8%
<b>Connections &amp; Installs</b>	11	9,300	77	0.8%
<b>Misc.</b>	2,328	29,000	29,877	103.0%
Subtotal	228,615	3,057,703	1,432,288	46.8%
<b>Expense</b>				
Personnel	39,807	519,264	243,596	46.9%
O&M	108,643	1,029,059	610,646	59.3%
Debt Service	5,922	897,327	45,363	
Capital Outlay	11,083	9,159,200	1,291,220	14.1%
Subtotal	165,455	11,604,850	2,190,825	18.9%
<b>Sanitation</b>				
<b>Revenues</b>	74,504	889,920	447,517	50.3%
<b>Expense</b>	887	865,700	290,497	33.6%
<b>Non Departmental</b>				
<b>Revenues</b>				
<b>Grants &amp; reimbursements</b>	-	10,177,182	1,223,584	12.0%
<b>Interest</b>	33,955	153,600	233,080	151.7%
Subtotal	33,955	10,330,782	1,456,664	14.1%
<b>Expense</b>				
<b>Transfers and Franchise fees</b>	81,391	982,363	508,195	51.7%
<b>Grand Total</b>				
<b>Revenues</b>	759,306	19,415,936	6,144,339	31.6%
<b>Expense</b>	471,453	19,415,936	4,900,397	25.2%
<b>Gain (Loss)</b>	287,853	-	1,243,941	

Residential Water Sales: \$929,480 year-to-date (YTD), 47% of the annual budget.

Commercial & Institutional Sales: \$1,112,361 YTD, 55% of the budget.

Wholesale Sales: \$ 682,231YTD, 65% of the budget.

Total Water Revenues: \$2,807,870 YTD, achieving 55% of the annual budget.

Water expenditures are as anticipated within budget.

Water retail and wholesale rate studies are in progress.

Residential Sewer Fees: \$639,255 YTD 68% of the budget.

Commercial & Institutional Fees: \$763,079 YTD 37% of the budget.

Sewer expenses are driven primarily by the Stillhouse plant renovation project

Planned capital projects are underway, most are in preliminary stages at this point

# Airport Fund

		FY25	YTD	% of
AIRPORT REVENUE		Budget	MARCH	Budget
060-4-101-4203	RECEIPTS OF GAS/OIL SAL	\$ 23,000	\$ 4,749	20.6%
060-4-011-4302	RECEIPTS OF HANGAR RENT	\$ 28,500	\$ 20,520	72.0%
060-4-101-4303	RECEIPT OF BUILDING LEASES	\$ -	\$ -	
060-4-101-4550	MISCELLANEOUS	\$ -	\$ 518	
060-4-011-4600	GRANT REIMBURSEMENTS	\$ -	\$ -	
060-4-011-4400	INTEREST		\$ 2,537	
060-4-101-4750	RAMP Grants	\$ 3,000	\$ 1,264	42.1%
<b>TOTAL REVENUE</b>		<b>\$ 54,500</b>	<b>\$ 29,587</b>	<b>54.29%</b>

EXPENDITURES				
060-5-150-10080	CONTRACT SERVICES	\$ 7,200	\$ 912	12.7%
060-5-150-20010	UTILITIES	\$ 6,000	\$ 2,700	45.0%
060-5-150-20020	MAT., SUP., & PRINTING	\$ 1,000	\$ -	0.0%
060-5-150-20045	PROP, LIAB, WC INSURAN	\$ 3,700	\$ 4,746	128.3%
060-5-150-20090	EQUIPMENT PURCHASE	\$ -	\$ -	
060-5-150-20170	CREDIT CARD SERV FEE	\$ 450	\$ 133	29.6%
060-5-150-30010	GAS & OIL	\$ -	\$ -	
060-5-150-30015	FUEL FOR RESALE	\$ 20,000	\$ 4,236	21.2%
060-5-150-30020	MISCELLANEOUS	\$ 600	\$ -	0.0%
060-5-150-30070	MAINTENANCE AGREEMENT	\$ -	\$ -	
060-5-150-40010	CAPITAL OUTLAY	\$ -	\$ -	
060-5-150-50010	REPAIRS & MAINTENANCE	\$ 15,550	\$ 2,599	16.7%
060-5-150-61415	GRANT EXPENDITURES		\$ -	
<b>TOTAL EXPENSES</b>		<b>\$ 54,500</b>	<b>\$ 15,325</b>	<b>28.12%</b>

**Gain (Loss)** **14,262**

Fuel tank, POS and pump system in need of replacement, eligible for RAMP grant 90/10

# Hotel Occupancy Tax (HOT) Fund

HOT FUND REVENUE		FY25	YTD	% of
		Budget	MARCH	Budget
040-4-008-4400	INTEREST	8,000	14,175	177.2%
040-4-008-4500	Prior Year Resources	-	0	
040-4-008-4950	HOTEL OCCUPANCY TAX	150,000	111,332	74.2%
TOTAL REVENUE		\$ 158,000	\$ 125,507	79.43%

EXPENDITURES					
040-5-138-60010	TRANSFER TO GENERAL FUND	\$	29,610	0	0.0%
040-5-138-61000	CVB CENTER EXPENSES	\$	-	0	
040-5-138-61010	ADVERTISING	\$	18,500	20,865	112.8%
040-5-138-61020	PROMOTION OF THE ARTS	\$	5,000	0	0.0%
040-5-138-61030	SIGNAGE & WAYFINDING	\$	-	0	
040-5-138-61040	PROMOTION OF SPORTING EVENTS	\$	102,023	-	0.0%
040-5-138-61050	HISTORICAL PRESERVATION	\$	-	-	
TOTAL EXPENSES		\$	155,133	\$ 20,865	13.45%

Gain (Loss)

104,642

Includes Chamber payment of \$10k for advertising

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Gatesville, Texas, this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 et seq.

APPROVED

\_\_\_\_\_  
Gary Chumley, Mayor

ATTEST:

\_\_\_\_\_  
Holly Owens, City Secretary





Date 5/27/2025

Agenda Item 6

Resolution 2025-049

## CITY COUNCIL MEMORANDUM FOR RESOLUTION

**To: Mayor & Council**

**From: Mike Halsema, Deputy City Manager**

**Agenda Item: Discussion and possible action regarding Fiscal Year 2026 Budget Calendar.**

**Information:** This evening, the City Council will consider approving the attached budget calendar for Fiscal Year 2025-2026. A budget calendar plays a vital role in streamlining the budgeting process, enhancing coordination, accountability, and transparency, while enabling effective decision-making and public participation. By providing a clear timeline and structure, it contributes to the successful development and implementation of the city's budget.

Please note that most budget activities for the City Council will take place during regular council meeting dates. However, a special called meeting is scheduled for September 2nd for the second reading of the budget ordinance and to conduct a public hearing. If you are unable to attend any regular special called meetings due to scheduled family vacations or other events, please notify either Brad or me as soon as possible.

**Motion:** Motion to approve **Resolution 2025-049**, approving the budget calendar for Fiscal Year 2025-026.

**Attachments:**

- Budget Calendar

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:**

That the above stated recommendation is hereby approved and authorized.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Gatesville, Texas, this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 *et seq.*

APPROVED

\_\_\_\_\_  
Gary Chumley, Mayor

ATTEST:

\_\_\_\_\_  
Holly Owens, City Secretary

# ***Budget Calendar***

<b>DATE</b>	<b>MEETINGS/PUBLIC HEARINGS &amp; NOTICES REQUIRED</b>
<b>April – May</b>	<b>Coryell County Appraisal District mails notices of appraised values</b>
<b>May</b>	<b>Distribute Budget Documents</b> <ul style="list-style-type: none"><li>• Distribute the FY 2025-26 Budget Information Packet to Department Heads</li></ul>
<b>May 13</b>	<b>Regular Council meeting</b>
<b>May</b>	<b>Coryell County Appraisal District prepares and submits estimated taxable values to Coryell County Tax Assessor-Collector</b>
<b>May-June</b>	<b>Department Head Meetings – Budgetary Submission Requests and Review</b> <ul style="list-style-type: none"><li>• Present “Preliminary” Budget(s) Assumptions</li><li>• Submit base budget and all decision packages for review</li><li>• Schedule dept. heads to discuss all packages/ personnel</li></ul>
<b>May 27</b>	<b>Regular City Council Meeting</b> <ul style="list-style-type: none"><li>• Submit Proposed Calendar for Budget &amp; Tax dates to City Council</li><li>• Present Coryell County Appraisal District 2025 Preliminary Assessment Roll</li></ul>
<b>May 30</b>	<b>Budget Retreat with Council</b>
<b>June 10</b>	<b>Regular City Council Meeting</b> <ul style="list-style-type: none"><li>• Preliminary Budget Presentations</li></ul>
<b>June 24</b>	<b>Regular City Council Meeting</b> <ul style="list-style-type: none"><li>• Preliminary Budget Presentations</li></ul>
<b>July 8</b>	<b>Regular City Council Meeting</b> <ul style="list-style-type: none"><li>• Preliminary Budget Presentations</li></ul>

<b>July 22</b>	<b>Regular City Council Meeting - Proposed Budget Discussion</b> <ul style="list-style-type: none"> <li>• Review, Discuss, and Adjust Proposed Budget(s) Assumptions</li> <li>• Present and discuss Department Decision Packages</li> <li>• Set date/time/place for Budget Public Hearing</li> <li>• Call Special Council Meetings</li> </ul>
<b>July 25</b>	<b>Certified Estimated Appraisal Tax Roll from Coryell CAD due</b> <ul style="list-style-type: none"> <li>• Sec. 26.01 Tax Code</li> </ul>
<b>August 7</b>	<b>Post Tax rate information &amp; File Proposed Budget with City Secretary</b> <ul style="list-style-type: none"> <li>• The designated officer or employee must submit the no-new-revenue and voter-approval tax rates to the city council by this date, or as soon thereafter as practicable. TEX. TAX CODE § 26.04(e).</li> <li>• The designated officer or employee must post the calculated no-new revenue tax rate and voter-approval tax rates, along with certain debt information, on the home page of the city's website in the form prescribed by the comptroller.</li> </ul>
<b>August 11</b>	<b>30 days prior to budget adoption</b>
<b>August 12</b>	<b>Regular City Council Meeting</b> <ul style="list-style-type: none"> <li>• Proposed Budget presentation to Council</li> <li>• Proposed Budget to be available for inspection, and posted on City website</li> <li>• Present the no-new-revenue tax rate, the voter-approval tax rate, and other required Debt and O&amp;M information</li> <li>• Establish Proposed 2024-25 Tax Rate, and set Public Hearing Date(s)</li> <li>• Record vote on proposed tax rate</li> </ul>
<b>August 16</b>	<b>Publish Notice of Public Hearings on Budget on Sept. 2nd</b>

<b>August 18</b>	<b>Last Day to Order General Election or Special Election on a Measure</b>
<b>August 26</b>	<b>Regular City Council Meeting</b> <ul style="list-style-type: none"> <li>• 1st reading of Ordinances to approve Budget, Tax Rates, and Rates &amp; Fees</li> </ul>
<b>August 30</b>	<b>Publish notice for Tax Rate Hearing Newspaper and Webpage</b>
<b>September 2</b>	<b>Special Called City Council Meeting (Tuesday)</b> <ul style="list-style-type: none"> <li>• 2nd reading of Ordinances to approve Budget, Tax Rates, and Rates &amp; Fees</li> <li>• Hold Public Hearing on Budget and take action to set date for consideration of adoption of budget</li> </ul>
<b>September 9</b>	<b>Regular City Council Meeting</b> <ol style="list-style-type: none"> <li>1) Adopt FY 2024-25 Budget by Ordinance (3<sup>rd</sup> reading)</li> <li>2) Public Hearing on Tax rate</li> <li>3) Vote on Tax Levy and Rate, Adopt by Ordinance( 3<sup>rd</sup> reading) Vote</li> <li>4) Ratify Budget that will raise total property tax revenue by resolution</li> <li>5) 3<sup>rd</sup> reading of Ordinances to approve Rate and Fees</li> </ol>
<b>September 16</b>	<b>City Charter Section 9.10 - Budget adoption 15 days prior to next Fiscal Year</b>
<b>September 24</b>	<b>Regular City Council Meeting</b>
<b>September 30</b>	<b>Last day of 2024-25 Fiscal Year</b>
<b>November 5</b>	<b>Uniform Election Date</b>



Date 5/27/2025

Agenda Item 7

Resolution 2025-050

## CITY COUNCIL MEMORANDUM FOR RESOLUTION

**To: Mayor & Council**

**From: Mike Halsema, Deputy City Manager**

**Agenda Item: Discussion and possible action regarding Resolution 2025-050, accepting the RFQ from Pattillo, Brown and Hill, L.L.P., and authorize the City Manager to execute a contract on behalf of the City for auditing services with Pattillo, Brown and Hill, L.L.P.**

**Information:** The city entered into an agreement with LaFollett & Company PLLC for auditing services in 2021. In 2023 LaFollett joined Vail & Park. The agreement was for three fiscal years 21-23, with options to renew for 24 and 25. After completing the FY 24 audit, staff informally polled council regarding advertising for RFQ's for FY25-27 instead of requesting a renewal for the 5<sup>th</sup> year with Vail & Park. Staff advertised RFQ's for auditing services for FY25-27 with additional 2 year options in early May. The city received two RFQ's:

1. Pattillo, Brown and Hill, L.L.P. (PB&H) was founded in Waco in 1923 with offices in Waco, Temple, Houston and Hillsboro, Texas, and Albuquerque, New Mexico.
2. Vail & Park P.C. was founded in 2005 with three locations in: Frisco, Dallas and Tom Bean Texas.

A four member committee consisting of Brad Hunt, Mike Halsema, Councilwoman Kalinda Westbrook, and consultant Doug Martella evaluated the RFQ's. All four unanimously recommended PB&H for auditing services.

The City is nearing conclusion of negotiations with PB&H and believes the contract for services will come in at or near \$59,000 per year for at least the first three years of the agreement. Staff is seeking an award of the Professional Services Agreement for Auditing Services to PB&H for annual compensation not to exceed \$60,000 for the first three years of the agreement and approval of an escalator clause to provide an increase in total compensation of up to 3% for each of two additional, optional one-year renewal terms.

**Financial Impact:** N/A

**Staff Recommendation:** Staff recommends that the City Council approve awarding a contract for auditing services to PB&H.

**Motion:** Motion to approve **Resolution 2025-050**, accepting the RFQ from Pattillo, Brown and Hill, L.L.P., and authorize the City Manager to execute a contract on behalf of the City for auditing services with Pattillo, Brown and Hill, L.L.P.

**Attachments:**

Date 5/27/2025

Agenda Item 7

Resolution 2025-050

- Exhibit A: PB&H RFQ

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:**

That the above stated recommendation is hereby approved and authorized.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Gatesville, Texas, this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 *et seq.*

APPROVED

\_\_\_\_\_  
Gary Chumley, Mayor

ATTEST:

\_\_\_\_\_  
Holly Owens, City Secretary



# Professional Audit Services Proposal RFP2025-ACFR

## PRESENTED TO

City of Gatesville, Texas

## DATE

May 19, 2025

**PATTILLO, BROWN & HILL**

**PAULA LOWE**

401 West State Highway 6  
Waco, TX 76710

254.772.4901 | [plowe@pbhcpa.com](mailto:plowe@pbhcpa.com)



**EXPERT**  
**TRUSTED**  
**ADVISOR**





May 19, 2025

City of Gatesville, Texas  
Finance Office  
803 E Main Street  
Gatesville, Texas 76528

Re: RFP2025-ACFR

Pattillo, Brown and Hill, L.L.P. (PB&H) is pleased to have the opportunity to submit the accompanying proposal to provide professional audit services to the City of Gatesville, Texas ("City") for the years ending September 30, 2025.

We believe that our Firm possesses certain unique characteristics that are well-matched to the City's needs. We are a regional accounting firm that has been in existence since 1923.

- Our primary business is serving local governments in Texas and New Mexico. In addition to our experience with cities, we have extensive experience auditing other forms of local governments such as school districts, councils of government, counties and special districts.
- We are committed to customer service and developing client relationships. We offer support throughout the year as a part of this engagement and will not charge additional fees for informal consultations.
- Our proposed service team for the City consists of seasoned professionals who work exclusively on local government engagements.
- Our firm is known for providing high quality services while meeting our client's time constraints, as such, we are committed to performing the engagement within the time parameters mentioned in the proposal.

Outlined in this proposal are key factors that distinguish our Firm from other providers of government services. Among these are the experience level of our service team with audits of cities, our Firm's commitment to providing services to the public sector and our engagement approach. We bring the high level of experience and expertise as larger, national accounting firms, but with the value inherent in local firms. We are committed to perform the work outlined the request for proposal within the time period required.

As engagement partner, I am an authorized representative of the Firm and my signature binds PB&H to the terms and conditions specified in this proposal. This proposal is a firm and irrevocable offer for 90 days. I can be reached by phone at (254) 772-4901, by email at [plowe@pbhcpa.com](mailto:plowe@pbhcpa.com) or by mail at 401 West Highway 6, Waco, Texas 76710.

I am excited about the opportunity to serve the City. Please feel free to contact me should you have any questions regarding this proposal.

Paula Lowe, CPA

PATTILLO, BROWN & HILL, L.L.P.

## OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston  
NEW MEXICO | Albuquerque





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### **Attachments**

*Peer Review Report*





**INDEPENDENCE**

We confirm that we are independent with respect to the City of Gatesville, Texas and all of its component units as defined by Government Auditing Standards. None of our partners, managers or staff has any direct or indirect financial interest in the City of Gatesville, Texas' contracts, and no one assigned to the audit is related within a prohibited degree (as defined by nepotism law) to any employee of the City or to any of the Council or Board Members.

**PROFESSIONAL RELATIONSHIPS WITH GATESVILLE, TEXAS**

Pattillo, Brown & Hill has not provided audit services to the City of Gatesville, Texas in the past five (5) years.

**LICENSED TO PRACTICE IN TEXAS**

All persons assigned to supervision positions in your audit will be CPAs licensed to practice in Texas. Also, we are not under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.





## FIRM QUALIFICATIONS & EXPERIENCE

### PROFILE OF PATTILLO, BROWN & HILL, L.L.P.

Pattillo, Brown & Hill, L.L.P. was founded in Waco in 1923 and has been in continuous existence since that time. We are a regional certified public accounting firm with offices in Waco, Temple, Houston and Hillsboro, Texas, and Albuquerque, New Mexico, with over 100 professional personnel. Our government audit department includes 6 partners, 6 managers, 40 professional staff, and 4 administrative staff. These professionals work almost exclusively on governmental engagements. It is our goal to provide personalized services of the highest quality to our clients. We have earned a reputation for professional excellence through our demonstration of quality work and sound financial advice. Our personnel have devoted many years developing knowledge in auditing, accounting and consulting services.

Our unyielding commitment to client service has resulted in the growth of our client base, positioning Pattillo, Brown & Hill, L.L.P. between the very large national accounting firms and smaller, locally oriented firms. We are large enough to have the resources and personnel to resolve even the most complex accounting or compliance issue, but small enough to give you the personalized service that our clients deserve. Gatesville, Texas will be a significant and valued client at our Firm.

We have a department within our Firm dedicated to performing governmental audits and providing other consulting services to governmental entities and take pride in our technical expertise, client relations and our reputation of valued performance. We have in-depth experience, presently serving over 100 governmental entities. We have performed annual financial and compliance audits for many different municipal governments across the State of Texas.

### COMMITMENT TO OUR CLIENTS

At Pattillo, Brown & Hill, we value all of our clients and put a high priority on customer service. The City of Gatesville, Texas would not just be "another audit" for our firm. We understand that developing a strong and lasting relationship with your City will benefit our firm because we are in the business of performing audits of local governments, but we also understand that the benefits of this audit are limited if we do not provide you with a level of service that exceeds your expectations.

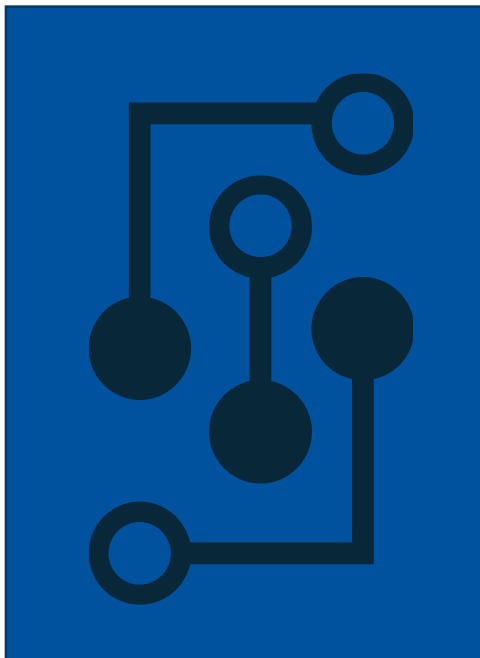
We also believe that this relationship has to be mutually beneficial. Because our client base per partner is much smaller than that of national accounting firms, our partners are much more actively involved with the performance of engagement procedures. Benefits to the City include having more experienced professionals performing the work and greater continuity from year to year. We believe our Firm's foundation is the partner relationships with our clients.

We believe it is essential to make our partners available to our clients at all times during the year. We have found that handling issues throughout the year, instead of only during the audit, makes for a cleaner audit and gives our clients peace of mind to know that the problem or situation has been

resolved. Our Firm handles meetings, phone calls, in-house training and other requests from our clients at all times during the year. Our fee proposal is inclusive of all phone calls and conversations during the year. All that we ask is that some advanced knowledge of large requests be given in order to accommodate your needs.

Our proposed service team has thorough knowledge of government auditing and extensive experience auditing a variety of entities similar to the City. The team brings a wealth of experience in auditing Texas cities, and as such they are well versed in the intricacies of U.S. Government Accountability Office (GAO) Government Auditing Standards, and Uniform Guidance (2CFR200). If awarded the engagement, Paula Lowe and a team of experienced professionals will perform the City's audit. As mentioned earlier, our partners are much more actively involved with the performance of engagement procedures than larger national firms.

To maintain the highest quality of technical understanding, each member of our government audit staff annually attends at least 40 hours of technical training directly related to auditing and accounting for local governments. With staff members working exclusively in this specialized field, they are properly equipped by attending specific training for this field and gaining experience relevant to audits of local governments.



### CAPABILITY TO AUDIT COMPUTERIZED SYSTEMS

Our information technology audit service consists of a systematic evaluation of your entity's information system security by measuring how well it conforms to a set of established criteria. We typically assess the security of your system's physical configuration and environment, software, information handling processes and user practices. We have three information technology specialists to assist with any information technology auditing activities. Also, all of our audit staff are trained and well versed in computerized systems as they relate to financial processes.

Additionally, our Firm is required to gain an understanding of the internal controls the City has over IT and general computer controls. As a critical system impacting the City's processes, it is important to control the IT processes underlying the City's EDP system.

Our Firm uses a wide range of software including the Microsoft Office Suite, ACL Analytics (data extraction software), Adobe Acrobat and ProSystems fx Engagement. We also utilize Microsoft Access databases and other data extraction and evaluation tools.

We have developed significant resources in the areas of computer applications and system analysis to provide a wide range of services to our clients as outlined below:

- We are familiar with and have experience in auditing systems using a wide range of financial application software. We currently have clients who use Incode, NetData, Munis, JD Edwards, Skyward, HCSS (Hill County Software and Support), GEMS, SMI (Spindle Media) and many other software systems frequently used by government entities.
- A computer consultant from our Firm will be assigned to your audit to aid in technical areas of system controls and procedures. His resume is included in the "Partner, Supervisory, and Staff Qualifications and Experience" section of this proposal. All personnel assigned will be familiar with computerized accounting systems and controls. All experienced personnel receive training specifically in these areas during their development and progression.
- We also use data extraction software to address any specific areas of risk your City might have. We can use this software to evaluate many automated processes that the City uses such as P-card purchases, journal entry processing and issues related to data security and integrity.

### COMMITMENT TO GOVERNMENT

Governmental audits continue to be the fastest growing segment of our client base. We are committed to achieve the highest standards in performing quality governmental audits. As evidence of this commitment, our proposed service team includes members of the following organizations:

- AICPA's Governmental Audit Quality Center
- Government Finance Officers Association (national)
- Government Finance Officers Association of Texas
- Special Review Committee of the GFOA
- Texas Association of Regional Councils



Many of our clients have elected to pursue the GFOA's Certificate of Achievement for Excellence in Financial Reporting on a regular basis. In all instances where we have been associated with this pursuit, our client has been awarded the certificate. Additionally, three members of your proposed audit team are currently GFOA Special Review Committee members.



### NATIONAL RECOGNITION

The firm received national recognition from the American Institute of Certified Public Accountants (AICPA) as an official member of the esteemed G400 group, as well as being identified as one of the 500 largest in the United States, out of 44,000 in the nation. As a member of G400, Pattillo, Brown & Hill, L.L.P. will partner with the AICPA to increase our expertise as well as provide feedback and support to the accounting industry and to our valued clients.

In addition to the AICPA's recognition, PB&H is proud to have received the Single Audit Resource Center's (SARC's) Award for Excellence in Knowledge, Value, and Overall Client Satisfaction. This award is to recognize firms that provide outstanding services to their clients and is based on feedback provided to the SARC anonymously.

### EXTERNAL QUALITY CONTROL REVIEW

As an indication of our commitment to quality, we are a member firm of the National Peer Review Committee (formerly known as the Center for Public Company Audit Firms) Peer Review Program and the AICPA's Governmental Audit Quality Center (GAQC). Our firm has been a member of the peer review program for over 30 years. The GAQC requires member firms to establish policies and procedures specific to the firm's governmental audit practice to comply with the applicable professional standards and Center membership requirements. Additionally, member firms must have their governmental audits selected as part of the Firm's peer review.



We are required to undergo peer reviews every three years. We completed our most recent review in 2022 and received a rating of pass. In addition, we also received no "letter of comments," and therefore achieved the highest possible rating, obtained by only a small percentage of accounting firms across the nation. A copy of our most recent peer review report is included in this proposal. The review included a number of specific government engagements.



## DESK AND FIELD REVIEWS

Because of the level of audits that we perform that requiring federal and state single audits and the number of clients that we serve receiving federal and state grant assistance, many of our clients have field and desk reviews performed on their audits at least annually. We are not aware of the specific number of these reviews that have been performed on our audits in the last three years, but there are no unresolved questions or findings resulting from the desk reviews. No disciplinary action has ever been alleged and no action is pending or has been undertaken against the Firm by the SEC, AICPA, Texas State Board of Public Accountancy, other federal or state regulatory agencies or professional organizations.

## EXPERIENCE

We have in-depth experience, presently serving over 100 governmental clients, including many cities. Government audits continue to be the fastest growing segment of our client base. We are committed to serving this segment and continue to expand our department and the scope of services offered to governmental organizations. Our clients include many governmental organizations as is evidenced by the partial listing included in this proposal. For fiscal year 2022, approximately 50 of these clients were required to have "Single Audits" performed in accordance with Uniform Guidance (2CFR200). It is noteworthy that our workpapers have been examined in connection with several of these "Single Audits" by representatives of grant and/or cognizant agencies. In almost all circumstances, our supporting workpapers have earned excellent reviews.

## VALUE AND EFFICIENCY

We recognize that clients expect the services rendered by their professional accounting firm to go beyond the financial statements. We understand the expectations of our clients and welcome the opportunity to serve not only as auditors, but also as advisors. Our approach places substantial emphasis on the need to thoroughly understand your operations. This audit approach allows us to contribute constructive suggestions regarding your internal controls, operating and accounting procedures, and other matters worthy of management's attention.



## FIRM QUALIFICATIONS & EXPERIENCE

### CLAIMS AND SUITS

Pattillo, Brown & Hill has not failed to complete any work that was awarded to it, and there are not any judgments, claims, arbitration proceedings or suits pending or outstanding against PB&H or partners. Additionally, PB&H has not filed any lawsuits or requested arbitrations with regard to contracts within the last five years.

### STAFFING

Pattillo, Brown & Hill recruits statewide to fill its staffing needs. A major source for new staff has been Baylor University, University of Mary-Hardin Baylor and the University of Texas at Austin. Our staff does, however, come from a variety of schools and universities. Professional turnover rates in the Waco office for the past 24 months are less than 20 percent.



### **COMPETENT, EXPERIENCED PERSONNEL**

We consider well-trained and experienced professionals to be the single most important element necessary to providing the highest level of service to a client. We believe that we offer our clients a unique blend of technical expertise and responsiveness that is sometimes unavailable from larger firms who may be focused on more sizable engagements. We have identified for the City of Gatesville an experienced and proven service team. As you can see from the resumes included in this proposal, your audit team will have significant experience serving governmental clients, including cities, and are actively involved in professional organizations that allow us to keep abreast of issues facing governmental organizations.

Pattillo, Brown & Hill, L.L.P. includes members with excellent professional qualifications as evidenced by the following:

- One former member served on the Texas State Board of Public Accountancy.
- One former member is past president of the Texas Society of CPAs.
- Several members are past chairmen and several are current chairmen or members of Committees of the Texas Society of CPAs including the Society's Government Accounting Standards Committee.
- Members are heavily involved in continuing professional education programs sharpening technical skills.
- Our Firm includes members of the Government Finance Officers Association of Texas.
- Active members of the Special Review Committee of the Government Finance Officers Association.

In keeping with our obligation for quality service, we require our professional employees to complete a minimum of qualifying continuing professional education credits annually. We also encourage our personnel to pursue their certification as accountants and then to become actively involved in local and state professional organization activities. Included, as supporting information, is a schedule of resumes covering the qualifications of proposed staff, including partners, and senior who are expected to be used in the performance of this engagement. Each of the resumes indicates the individual's position in our Firm, including their education and type of experience.

### QUALIFICATIONS OF ASSIGNED PERSONNEL

Our proposed service team has thorough knowledge of government auditing and extensive experience auditing a variety of entities similar to the City. The team brings a wealth of experience in auditing Texas cities, and as such they are well versed in the intricacies of Generally Accepted Government Auditing Standards, and Uniform Grant Guidance. If awarded the engagement, Paula Lowe and a team of experienced professionals will perform the City's audit. As mentioned earlier, our partners are much more actively involved with the performance of engagement procedures than larger national firms. The proposed personnel who will be working on the engagement are as follows:

- **Paula Lowe, CPA, Engagement Partner** | 25 years auditing Texas counties
- **Kent Willis CPA, Concurring Partner** | 12 years auditing Texas counties
- **Travis Rogers, CPA, Manager** | 7 years auditing Texas counties
- **Brenda Ogden, CPA, Senior Auditor** | 3 years auditing Texas counties
- **Staff auditors** with experience working exclusively on audits of local governments
- **Don Abel, CISSP, MCP, IT Specialist**

To maintain the highest quality of technical understanding, each member of our government audit staff annually attends at least 40 hours of technical training directly related to auditing and accounting for local governments. With staff members working exclusively in this specialized field, they are properly equipped by attending specific training for this field and gaining experience relevant to audits of local governments.

On the following pages is a summary of the proposed service team members' resumes. All of these professionals are employed on a full-time basis. All key audit professionals are certified to practice in the State of Texas. Furthermore, all of the proposed professionals have significant experience auditing local governments, including Texas cities.



### PAULA LOWE, CPA, ENGAGEMENT PARTNER

Paula will serve as the Engagement Partner and will supervise and direct all of our services for the City. She will serve as the primary client contact for the engagement and will ensure its overall quality. Paula will ensure appropriate staffing, performance and timely completion of the engagement.

Paula is a CPA with 25 years of experience auditing local governments in the State of Texas. She concentrates exclusively on audits of local governments. She has extensive experience auditing municipalities, counties and Texas school districts. Paula has conducted numerous training seminars within PB&H and for local government organizations across the state.

#### Sample of Governmental Experience

- City of DeSoto
- City of Columbus
- City of Athens
- City of La Porte
- City of Waxahachie
- City of Highland Village
- City of Caldwell
- City of Bee Cave
- City of Jacksonville
- City of Schertz
- City of North Richland Hills
- City of Friendswood
- City of Leander
- City of Westworth Village
- City of Kyle
- City of Weatherford
- City of White Settlement
- City of Bastrop
- City of Glen Heights
- City of Columbus
- City of Rockwall
- City of Port Lavaca
- City of Port Arthur
- City of Melissa
- City of Mineral Wells
- City of Rosenberg

#### Educational Background

BBA Accounting | Texas A&M University

#### Continuing Professional Education

- AICPA – Risky Business-Conducting Remote Audits in Uncertain Times
- Crawford & Associates – Government Auditing Standards Annual Update
- Crawford & Associates – GASB Annual Update
- Crawford & Associates – OMB Uniform Guidance Annual Update
- GAQC - Single Audit Lightning Round
- Texas Society of CPAs – Texas School Districting Accounting and Auditing Conference
- GAQC – GASB Leases: What Preparers & Auditors Need to Know
- GFOA – Note Disclosure and RSI for Pensions and OPEB
- GAQC – Fiduciary Activities: Understanding the Impacts of GASB 84
- GAQC – Compliance Supplement and Single Audit Update
- AICPA – Integrating Audit Data Analytics into the Audit Process
- GAQC – Annual Update

- Professional Ethics for Texas CPAs
- GAQC – State and Local Government Audit Planning Considerations
- GAQC GASB's Lease Standard: Are You Ready?
- AICPA Peer Review Update
- Specific New Auditing Standards in SAS 134
- Assets and Liabilities; State and Local Governments
- Government Risk Assessments
- Governmental Accounting and Auditing Update: Building on the Leases Framework
- Governmental Auditing Update: Yellow Book and Uniform Guidance
- Governmental Entities and Cyber Frauds
- Testing Internal Controls in a Single Audit
- CPA's Guidebook to Ethical Behavior: A CPE Ethics Course for Texas CPAs
- GAQC – GASB Leases and SBITA Standards: Practical Implications and Adoption Challenges
- GAQC - OMB Compliance Supplement and Single Audit Update
- Mew GSA Federal Audit Clearinghouse and Related Auditor Tips
- The Financial Reporting Model is Almost Done – What is in it?

### **Professional Organizations**

- American Institute of Certified Public Accountants
- Texas Society of Certified Public Accountants
- AICPA Advanced Single Audit Certificate
- Government Finance Officers Special Review Committee
- Texas Association of School Business Officials

## KENT WILLIS, CPA, CONCURRING PARTNER

Kent is an accomplished Texas CPA with twelve years of experience working exclusively in the areas of auditing and consulting for public sector entities. As the concurring partner on an engagement, Kent will monitor and address accounting and compliance issues as they might arise. He will serve as an additional client contact for the engagement and will help to ensure its overall quality.

Kent is dedicated to the public sector and frequently speaks at regional and national governmental accounting conferences, including the GFOA National Conference. Additionally, he serves on the TXCPA Leadership Council. Within our firm, Kent enhances audit efficiency by implementing AI-powered software at scale and he contributes to audit quality by mentoring and training staff, ensuring the highest standards of work.

### Sample of Municipal Experience

- |                            |                          |                             |
|----------------------------|--------------------------|-----------------------------|
| • City of Denton           | • Town of Prosper        | • City of El Campo          |
| • City of Killeen          | • City of Forney         | • City of Bastrop           |
| • City of Grapevine        | • City of Rosenberg      | • City of Westworth Village |
| • City of Midlothian       | • City of Friendswood    | • City of Columbus          |
| • City of Harker Heights   | • City of Richland Hills | • City of Corsicana         |
| • City of White Settlement | • City of Harker Heights | • City of DeSoto            |
| • Town of Flower Mound     | • City of Athens         | • City of Hewitt            |
| • City of Haltom City      | • City of Columbus       | • City of Huntsville        |
| • City of Jacksonville     | • City of Deer Park      | • City of Jacksonville      |
|                            | • City of Friendswood    | • City of Marshall          |
|                            | • City of Balch Springs  | • City of Terrell           |

### Educational Background

BBA Accounting | Texas A&M University

Masters in Accounting | Sam Houston State University

### Speaking Engagements

- Changing Tides: Changes and Error Corrections in Financial Reports, GFOA 118<sup>th</sup> Annual Conference
- I've Got 96 Problems: A GASB 96 Update, Texas Association of County Auditors (TACA), 2024 Spring Institute
- A Ton of GASB Fun, Overview of GASB 84, 87, 96, TACA, 2023 On The Road Auditor Training
- A Ton of GASB Fun, Overview of GASB 84, 87, 96, TACA, 2023 Spring Institute
- GASB Update: GASB 84, 87, 96, TACA, 2022 Spring Conference
- Adventures in Fiduciary Activities: GASB 84, TACA, 2020 On The Road Auditor Training
- From Findings to Solutions, Tackling Common Single Audit Issues, Texas Association of Regional Councils, 2020 Spring Conference



### **Continuing Professional Education (selected courses)**

- Changing Tides: Changes and Error Corrections in Financial Reports – GFOA 119<sup>th</sup> Annual Conference, Orlando (Instructor)
- 2024 TXCPA Leadership Council Meeting
- 2024 TXCPA Practice Management Conference
- GASB Hits the Century Mark! Turning the Page to GASBs 100 and 101
- 2024 GAQC Single Audit Lightning Round
- 2024 TXCPA Technology Conference
- 2024 Annual Required GAQC Webcast
- I've got 96 Problems: A GASB 96 Update – Texas Association of Counties Spring Institute (Instructor)
- DataSnipper Best Practices (Instructor)
- Ethics and Professional Conduct for Texas CPAs
- Cybersecurity Discussions for State and Local Auditors
- 2023 Leadership Council Meeting
- 2023 GFOA 117<sup>th</sup> Annual Conference, Portland
- How to Implement GASB 87 and Maintain Compliance
- Building an Action Plan for GASB 96, Subscription Based IT Arrangements
- GASB Update: GASB 84, 87, and 96 – Texas Association of Counties Spring Institute (Instructor)
- 2022 GFOA 116<sup>th</sup> Annual Conference, Austin
- GASB 84 – Fiduciary Activities, Understanding the Impacts
- GASB 75 OPEB Implementation: Accounting and Auditing Considerations
- GASB 77 Tax Abatements: Disclosures and Other Consideration
- Audit Sampling Considerations in a Single Audit
- Knowledge-Based Audits—Theory & Methodology
- Internal Controls—Understanding, Documenting & Testing
- Pandemic-related Single Audit Issues and Single Audit Updates

### **Professional Certifications**

- AICPA Advanced Single Audit Certificate
- Certified Public Accountant

### **Professional Organizations**

- Texas Society of Certified Public Accountants – Leadership Councilmember, Central Texas Chapter
- American Institute of Certified Public Accountants
- Government Finance Officers Association – Special Review Committee

## TRAVIS ROGERS, CPA, MANAGER

A CPA with seven years of experience in auditing and accounting for cities, counties, school districts, and other governmental entities, Travis Rogers will serve as the supervisor on the engagement. As a member of the GFOA's Special Review Committee, Travis has experience drafting and reviewing ACFRs that receive the GFOA Certificate of Excellence in Financial Reporting. He has also received the AICPA's Advanced Single Audit Certificate. Each year, Travis completes at least 40 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates.

### Sample of Governmental Experience

- City of Richmond
- Bastrop County
- White Settlement ISD
- Dallas Central Appraisal District
- Tax Appraisal District of Bell County
- City of Duncanville
- Kaufman County
- Corsicana ISD
- Palestine ISD
- City of Robinson
- Nueces County
- Galveston County
- Jefferson County
- City of Killeen
- Van Zandt County
- North Central Texas Council of Governments
- Brazos Valley Council of Governments
- Cherokee County
- Education Service Center Region 11
- Education Service Center Region 13
- City of Schertz

### Educational Background

BBA Accounting | Tarleton State University  
BBA Management | Tarleton State University

### Continuing Professional Education

- AuditWatch Level 4
- Annual GASB Updates
- Generally Accepted Auditing Standards Updates
- Weekly and Monthly Yellow Book Training
- Personal and Professional Ethics for Texas CPAs
- 2018 Yellow Book Update
- 2024 Compliance Supplement Update
- Advanced Topics in a Single Audit

### Professional Organizations

- American Institute of Certified Public Accountants
- Texas Society of Certified Public Accountants
- Special Review Committee of the Government Finance Officers Association

## BRENDA OGDEN, CPA, SENIOR AUDITOR

A CPA with three years of experience in auditing and accounting for governmental entities, Brenda Ogden will serve as the senior auditor on the engagement. Each year, Brenda completes at least 40 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates.

### Sample of Governmental Experience

- Belton ISD
- New Braunfels ISD
- Bosqueville ISD
- Palestine ISD
- Grandview ISD
- Edgewood ISD
- Rusk ISD
- Frankston ISD
- Tyler ISD
- Lake Travis ISD
- Elgin ISD
- Axtell ISD
- Athens ISD
- Cayuga ISD
- Troy ISD
- Corsicana ISD
- Itasca ISD
- Education Service Center Region 2
- Texas Association of Regional Councils
- Bell County Appraisal District
- Henderson County Appraisal District
- Galveston County
- Kaufman County
- McLennan County
- Rockwall County
- Upshur County
- Grimes County
- Bastrop County
- City of Venus
- City of Copperas Cove
- City of Bee Cave
- City of White Settlement
- City of Caldwell
- City of Richwood

### Educational Background

BBA Accounting | Tarleton State University

Master of Accounting | Tarleton State University

### Continuing Professional Education

- A CPA's Guidebook to Ethical Behavior: A CPE Ethics Course for Texas CPAs
- Building an Action Plan for GASB 96
- 2023 OMB Compliance Supplement and Single Audit Update
- Crawford & Associates – Government Auditing Standards Annual Update
- Crawford & Associates – GASB Annual Update
- Crawford & Associates – OMB Uniform Guidance Annual Update
- AuditWatch – Level 3
- Probation Audit Training

### Professional Certifications

- Certified Public Accountant



## PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

### **Professional Organizations**

- Texas Society of Certified Public Accountants
- Special Review Committee Government Finance Officers Association
- American Institute of Certified Public Accountants

### **DON ABEL, CISSP, CISA, CRISC, IT SPECIALIST**

Don Abel is our Director of Information Systems. He has over 25 years of experience in the Information Systems Field – Project Manager for IT projects, Network Administrator, IT consultant specializing in network security and administration and internal auditing. He is a Network and Security Analyst and auditor. Don will serve as part of the audit team to help determine the effect of information technology on the audit, understand the entity's controls and design and perform tests of controls and substantive tests. He will assist in determining what we may need from IT staff and their role in the audit and how to leverage IT and risk-based audit procedures to drive audit efficiency.

#### **Certified Information Systems Security Professional (CISSP)**

The CISSP certification is a globally recognized standard of achievement that confirms an individual's knowledge in the field of information security. CISSPs are information assurance professionals who define the architecture, design, management and/or controls that assure the security of business environments. This was the first certification in the field of information security to meet the stringent requirements of ISO/IEC Standard 17024.

#### **Certified Information Systems Auditor (CISA)**

The CISA certification is a globally recognized certification in the field of audit, control and security of information systems. CISA gained worldwide acceptance having uniform certification criteria, the certification has a high degree of visibility and recognition in the fields of IT security, IT audit, IT risk management and governance. Vacancies in the areas of IT security management, IT audit or IT risk management often ask for a CISA certification.

#### **Certified in Risk and Information Systems Control (CRISC)**

The CRISC certification is awarded by the Information Systems Audit and Control Association and aims to provide a common body of knowledge for information technology/systems risk management, and to recognize the knowledge of enterprise and IT risk that a wide range of IT and Business practitioners have acquired, as well as the capability to: design, implement and maintain information system (IS) controls and to mitigate IS/IT risks.

#### **Educational Background**

Business Information Systems | University of Mary-Hardin Baylor



## PRIOR ENGAGEMENTS WITH THE CITY OF GATESVILLE, TEXAS

In accordance with auditing standards generally accepted in the United States of America, as well as the U. S. General Accounting Officer's Government Auditing Standards (2024 revision), providing prior audit services does not impair our independence. We have not had a professional relationships or prior engagements with the City of Gatesville, Texas within the last five years; however, we look forward to the opportunity to serve the City as it's professional audit firm.

### SIMILAR ENGAGEMENTS WITH THE CITY OF GATESVILLE

Below is a sample of audits performed by our Firm similar to the City of Gatesville, Texas. Please feel free to contact any of the below mentioned references as you so desire.

City	Scope of Work	Fiscal Years	Total Hours	Name/Telephone
City of Highland Village*	Audit and Federal Single Audit	2021-2024	500	Heather Miller 972-889-5089
City of Waxahachie	Audit and Federal Single Audit	2018-2024	600	Chad Tustison 972-937-7330
City of Weatherford*	Audit and Federal Single Audit	2018-2024	580	Dawn Brooks 817-598-4220
City of White Settlement	Audit and Federal Single Audit	2019-2024	525	Brittney Huff 817-769-6851
City of Melissa*	Audit	2022-2024	500	Gail Dansby 972-838-2031

\*Indicates that ACFR received the GFOA's Certificate of Achievement.



Below is a listing of various local governments audited by our office:

### Cities

- |                     |                |                    |
|---------------------|----------------|--------------------|
| • Bastrop           | • Marble Falls | • Krum             |
| • Forney            | • Columbus     | • DeSoto           |
| • La Porte          | • Hillsboro    | • Sherman          |
| • Bee Cave          | • Midlothian   | • Richmond         |
| • Friendswood       | • Denton       | • Rosenberg        |
| • Leander           | • Huntsville   | • Prosper          |
| • Bellmead          | • Murphy       | • White Settlement |
| • Grapevine         | • Duncanville  | • Waxahachie       |
| • Weatherford       | • Jacksonville | • Copperas Cove    |
| • Burleson          | • Nacogdoches  | • Killeen          |
| • Haltom City       | • El Campo     | • Melissa          |
| • Westworth Village | • Joshua       | • Port Arthur      |
| • Caldwell          | • San Marcos   | • Granbury         |
| • Hewitt            | • Fate         | • Port Lavaca      |
| • Windcrest         | • Kennedale    | • Jonestown        |
| • Colleyville       | • Terrell      | • Palestine        |
| • Highland Village  | • Flower Mound |                    |

### Counties

- |                    |                    |                    |
|--------------------|--------------------|--------------------|
| • Anderson County  | • McLennan County  | • Harrison County  |
| • Jasper County    | • Falls County     | • Tom Green County |
| • Bastrop County   | • Medina County    | • Henderson County |
| • Jefferson County | • Galveston County | • Upshur County    |
| • Bowie County     | • Navarro County   | • Hood County      |
| • Kaufman County   | • Grayson County   | • Wood County      |
| • Cherokee County  | • Orange County    | • Burnet County    |
| • Lampasas County  | • Gregg County     | • Walker County    |
| • Collin County    | • Robertson County | • Chambers County  |
| • Limestone County | • Grimes County    |                    |
| • Denton County    | • Rockwall County  |                    |



### School Districts

- Alledo ISD
- Athens ISD
- Axtell ISD
- Bellville ISD
- Belton ISD
- Bosqueville ISD
- Brownsville ISD
- Brownwood ISD
- Bruceville-Eddy ISD
- Buffalo ISD
- Cayuga ISD
- China Spring ISD
- Cleburne ISD
- Connally ISD
- Coolidge ISD
- College Station ISD
- Corsicana ISD
- Crosby ISD
- Del Valle ISD
- Denison ISD
- Eanes ISD
- Edgewood ISD
- Elgin ISD
- Elkhart ISD
- Fairfield ISD
- Frankston ISD
- Gatesville ISD
- Georgetown ISD
- Granbury ISD
- Grandview ISD
- Grapevine-Colleyville ISD
- Groesbeck ISD
- Hays CISD
- Hillsboro ISD
- Hubbard ISD
- Hudson ISD
- Hutto ISD
- Itasca ISD
- Jacksonville ISD
- Keene ISD
- Kemp ISD
- Lake Travis ISD
- Lancaster ISD
- Liberty Hill ISD
- Llano ISD
- Lockhart ISD
- Lorena ISD
- Malakoff ISD
- McGregor ISD
- Midway ISD
- Moody ISD
- New Braunfels ISD
- Palestine ISD
- Rusk ISD
- Salado ISD
- Schertz-Cibolo-Universal City ISD
- Slocum ISD
- Troy ISD
- Victoria ISD
- White Settlement ISD
- West Orange-Cove CISD

### Education Service Centers

- Education Service Center Region 1
- Education Service Center Region 13

### Councils of Governments

- Alamo Area Council of Governments
- Brazos Valley Council of Governments
- Concho Valley Council of Governments
- Heart of Texas Council of Governments
- Houston-Galveston Area Council
- Permian Basin Regional Planning Commission

### MHMR Centers

- The Harris Center for Mental Health and IDD
- Heart of Texas Region MHMR Center

We believe that a long-term professional relationship must be mutually beneficial to be of lasting value to either party. In the end, regardless of the amount of the fee, you are paying too much if you are not satisfied with the value or quality of service you received or the individuals who provide that service. Our goal in serving the City of Gatesville, Texas will be to deliver timely, responsive service that meets your needs, exceeds your expectations, and produces value that exceeds our fees. We have achieved that goal in serving numerous clients, and we fully expect to achieve it in serving you.

This audit engagement will include an examination of all general operations, programs and grants of the City in accordance with Generally Accepted Government Audit Standards, the provisions of the federal Single Audit Act of 1984 (as amended in 1996), Uniform Guidance (CFR200), and, if applicable, the State of Texas Uniform Grant Management Standards. The audit period is October 1, 2024 through September 30, 2025.

Our audit plan will be based on the risk assessment performed and impacted by key processes identified. This audit plan would cover the 2025 audit and would be revised in subsequent years based on changes to the City. An outline of these general procedures is as follows:

- Gather information about the entity and its environment that may be relevant in identifying risks of materials misstatement of the financial statements.
- Gather information to understand and evaluate the design and implementation of the entity's internal control system.
- Synthesize the information gathered, identify risks (both overall and specific risks) that could result in material misstatements of the financial statements, and develop an overall audit strategy.
- Assess the risks of material misstatement of the entity's financial statements after evaluating the entity's programs and controls.
- Develop appropriate responses (further audit procedures) to the risks identified considering the overall audit strategy and planning materiality.

## **SPECIFIC WORK PLAN**

Our audit approach consists of four key phases: preliminary audit planning, interim fieldwork, audit fieldwork, and final review and audit conclusion.

### **Preliminary Audit Planning**

Preliminary audit planning will be performed each year prior to the beginning of on-site fieldwork. In this phase of the engagement, our firm will perform the following procedures:

- We will establish the terms of the engagement by issuing the City an engagement letter.
- We will review prior year engagement workpapers and financial statements to determine an initial audit strategy.
- Perform an initial assessment of risk based on the City's control environment.
- Determine nature, timing, and extent of risk assessment procedures to be performed during interim fieldwork.
- Determine planning materiality.
- Partner/Audit Manager will meet with the Finance Director about engagement details such as audit scheduling and auditor/auditee responsibilities.
- We will communicate with the Audit Committee/management about our initial audit plan and obtain any information they might provide about identified audit risks and other concerns.

### **Interim Fieldwork**

Interim fieldwork will be performed each year primarily on-site at the City's facilities. We will perform the following procedures in this phase of the engagement:

- We will review and document our understanding of the City's centralized and decentralized accounting processes and will also evaluate the City's use of accounting software and overall information technology (IT) framework and internal controls.
- We will gain an understanding of the City's operations by reviewing, documenting and evaluating internal controls related to significant transaction classes and operating processes.
- We will gain an understanding of the City's significant operating relationships concerning component units and joint ventures, if applicable.
- We will perform a preliminary analysis of the City's federal and state grant awards and gain an understanding of the internal controls the City has in place for compliance with federal and state laws and regulations.
- Perform preliminary analytical procedures and document their effect on the audit plan.
- We will finalize our initial audit strategy and communicate with the City about specific documentation we will require for audit fieldwork.
- We will gain an understanding of the City's significant contractual relationships and evaluate the potential impacts of those contracts on the financial statements.

### **Audit Fieldwork**

Audit fieldwork will be performed after year-end closing and will include a majority of the substantive testing to be performed during the engagement, including:

- Perform substantive tests of account balances, tests of controls, if necessary, and detailed analytical procedures.
- Perform tests of controls and compliance over major federal and/or state programs in accordance with Uniform Grant Guidance and the State of Texas Uniform Grant Management Standards.
- Complete fieldwork documentation.
- Draft financial statements and other reports, if applicable.
- Discuss audit findings and adjusting entries management.

### **Final Review and Audit Conclusion**

This phase of the engagement will begin as audit fieldwork concludes. Activities to be completed during this phase of the engagement include:

- Perform final analytical review and document effect on audit conclusion.
- Evaluate the effects of past adjustments.
- Evaluate contingencies, subsequent events, and obtain legal representations.
- Review workpapers including a detailed review by the audit manager, engagement partner and technical reviewer.
- Provide single audit report and other materials to the management for review.
- Communicate any significant deficiencies, material weaknesses or other management comments.
- Present reports to Audit Committee and/or City Council.
- Maintain the confidentiality, safe custody, integrity, accessibility and retrievability of the workpapers.
- Assemble and retain the workpapers for a sufficient period of time (subject to monitoring review).

## PROPOSED STAFF/HOURS FOR EACH SEGMENT

	Partner	Manager	Senior	Staff	Total
Risk Assessment	2	10	30	15	57
Cash and Investments	1	2	15	14	32
Receivables	1	3	20	15	39
Capital Assets	2	4	20	15	41
Accounts Payable	1	2	15	10	28
Accrued Liabilities	1	2	15	10	28
Long-term Liabilities	2	5	20	10	37
Net Position/Fund Balance	1	2	5	1	9
Revenues	2	5	15	15	37
Expenditures	2	5	15	15	37
	<b>15</b>	<b>40</b>	<b>170</b>	<b>120</b>	<b>345</b>

## AUDIT SAMPLING

Our audit procedures include use of non-statistical sampling. Sampling will be performed for our tests of internal controls, compliance and financial statement amounts, utilizing approaches representative of populations tested. The extent to which we apply detailed audit procedures and sampling is based on materiality, evaluation of audit risks and internal controls and the characteristics of items comprising the account balance or class of transactions. Because our sample sizes are affected by many variables, a statement about sample sizes cannot be made in absolute terms. However, in practice, sample sizes usually begin with 40 for single audit tests of controls in order to plan the audit to obtain a low level of control risk.

## DETERMINING LAWS AND REGULATIONS THAT WILL BE TESTED

Our consideration of audit risk in planning a governmental engagement is essentially an evaluation of the inherent risk of material errors or fraud in the government's financial statements. We will obtain an understanding of the possible financial statement effects of laws and regulations that have a direct and material effect on the determination of financial statement amounts and assess the audit risk associated with possible violations of such laws and regulations. We will consider laws and regulations that are generally recognized to have a direct and material effect on the determination of financial statement amounts.



Municipalities may be affected by many laws or regulations, including those related to securities trading, occupational safety and health, food and drug administration, environmental protection, equal employment and price fixing, or any other antitrust violations. If specific information comes to our attention that provides evidence concerning the existence of possible illegal acts that could have a material indirect effect on the financial statements, we will apply audit procedures specifically directed to ascertaining whether an illegal act has occurred.

### **PRELIMINARY ANALYTICAL PROCEDURES**

Analytical procedures will be used in general planning to improve our understanding of the City's operations and to identify audit areas for increased attention. These procedures will be applied to assist in planning the nature, timing and extent of other auditing procedures. These procedures will include comparisons of account balances between accounting periods, ratio and trend analysis to improve our understanding of the City and its operations and to identify critical audit areas.

Preliminary analytical procedures will include, at a minimum, a comparison of current account balances to similar amounts in the prior annual period's financial statements and the current period's budget. Additionally, we believe a thoughtful consideration of expected relationships among account balances and periods by an experienced auditor is far more important than a mechanical comparison. We will consider these relationships and bring to bear other knowledge about the City and its operations.

### **ANALYTICAL PROCEDURES AS SUBSTANTIVE TEST**

Our reliance on substantive tests to achieve an audit objective related to a particular assertion may be derived from tests of details, from analytical procedures, or from a combination of both. For some assertions, analytical procedures are effective in providing the appropriate level of assurance. For other assertions, however, analytical procedures may not be as effective or efficient as tests of details in providing the desired level of assurance. The expected effectiveness and efficiency of an analytical procedure in identifying potential misstatements depends on, among other things, the predictability of the relationship and the availability and reliability of the data used to develop the expectation.

### **ANALYTICAL PROCEDURES USED IN THE OVERALL REVIEW**

The objective of analytical procedures used in the overall review stage of the audit is to assist us in assessing the conclusions reached and in the evaluation of the overall financial statement presentation. The overall review would generally include reading the financial statements and notes, considering the adequacy of evidence gathered in response to unusual or unexpected balances identified in planning the audit or in the course of the audit and unusual or unexpected balances, relationships that were not previously identified. Results of an overall review may indicate that additional evidence may be needed.

### **PERFORMANCE OF SUBSTANTIVE PROCEDURES**

Substantive audit testing will be performed in areas where the effectiveness of process controls does not reduce risk to a relatively low level, or where substantive testing is more efficient.

### **EVALUATION OF INTERNAL CONTROLS**

Our audit plan will be based on the risk assessment performed and impacted key processes identified. This audit plan would cover the 2025 audit and would be revised in subsequent years based on changes to the City of Gatesville. For each key process included in the audit plan, we will perform the following audit work:

- Understand the accounting process in depth, including significant process controls in place to mitigate risk.
- Test significant control points to determine if controls are operating as designed.
- Compare processes and controls to "best practices" to determine their effectiveness.
- Report to management on the effectiveness of processes.
- Determine whether any residual audit risk remains and whether substantive audit tests are required.



Substantive audit testing will be performed in areas where the effectiveness of process controls does not reduce risk to a relatively low level, or where substantive testing is more efficient.

Our Firm is required to gain an understanding of the internal controls the City has over IT and general computer controls. As a critical system impacting the City's processes, it is important to control the IT processes underlying the City's EDP system. The key is to ensure that only managed and authorized changes and access to the functionality and data is allowed. The IT General Computing controls are focused on change management, access security and computer operations areas. At a high level, the change management process ensures that all changes to the systems go through a standardized process, whereby they are approved and tested by appropriate officials before being deployed in the City's operating environment. The access-security process ensures that only authorized individuals have appropriate access to the systems and underlying data. It also ensures that security layers (database, operating system, application, physical access to the servers, internal and external network layers) are appropriately controlled to avoid unauthorized access. The computer operations process ensures that back-end jobs are monitored and controlled. It also ensures that backups and recovery procedures are in place to be able to recover in case of rollback or disaster situations.

To achieve effective monitoring and auditing of the EDP system, with respect to IT General Computing Controls, it is necessary to extract the following from the system:

- System log of changes (application, database, reports)
- System log of access changes (end user, administrative – application and database)
- System log of changes to key configurations

The majority of EDP systems struggle, without an add-on module or third-party system, to be able to provide one or more of the details mentioned above. An alternative is to work closely with your IT Department to write custom scripts and extract data for these items.



### **SCOPE OF WORK TO BE PERFORMED**

Pattillo, Brown & Hill, L.L.P. will express an opinion on the fair presentation of the basic financial statements, as well as the combining and individual fund financial statements in conformity with generally accepted accounting principles.

We will audit the basic financial statements, consisting of the government-wide statements and combining and individual fund financial statements for all fund types, including major and non-major funds. We will provide an "in-relation-to" statement on the combining and non-major fund type statements and supplementary schedules, based on the auditing procedures applied during the audit of the basic financial statements. We will not be required to audit the introductory or statistical section of the report; these sections will remain unaudited.

Our firm will perform certain limited procedures involving the management discussion and analysis, and required supplementary information required by the Governmental Accounting Standards Board, as mandated by generally accepted auditing standards.

Additionally, we will audit the information contained in the schedule of expenditures of federal and state awards when appropriate. This information will be subjected to the auditing procedures applied in the audit of the basic financial statements and in accordance to U.S. Government Accountability Auditing Standards, the Single Audit Act as amended in 1996, Uniform Guidance (2CFR200) and the State of Texas Uniform Grants Management Standards. If required, we will provide an opinion on the fair presentation of the schedule of expenditures of federal and state awards in relation to the basic financial statements taken as a whole.

### **STANDARDS TO BE FOLLOWED**

The audit will be performed in accordance with:

- Generally accepted auditing standards, as adopted by the membership of the American Institute of Certified Public Accountants
- Standards for financial audits set forth in the U.S. Government Accountability Office (GAO) Government Auditing Standards (2024)
- Financial reporting standards as adopted by the Governmental Accounting Standards Board (GASB); and the Government Finance Officers Association to meet the requirements for the Certificate of Achievement for Excellence in Financial Reporting
- Provisions of Uniform Guidance (2CFR200), and/or the State of Texas Uniform Grant Management Standards (UGMS)
- Audit and Accounting Guide for State and Local Governments
- State and Federal laws or regulations
- An examination for compliance with procedures established by City Charter and City Ordinances.



## REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, we will issue all reports currently required by State and Federal grantors, American Institute of Certified Public Accountants, Governmental Accounting Standards Board (GASB), and any other regulatory agencies.

In the required reports on internal controls, we will communicate any reportable conditions found during the audit to the City Administrator. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

A report shall also be issued on the supplementary schedule of federal and state financial assistance programs and the internal control structure used in administering those funds.

We will make an immediate, written report of all irregularities and illegal acts of which they become aware to the City Administrator and Finance Director.

We agree to provide the City with information relating to regulation changes that would affect the City and its operation, such as timely notification of changes proposed or initiated by GASB, or GAO.

Additionally, we will present the comprehensive annual financial report at the February or March council meeting and inform the City and Council of each of the following, and any other item as required by the regulatory agencies as noted above:

1. The auditor's responsibility under generally accepted auditing standards and government auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Our judgement about the quality of the City's accounting principles.
6. Other information in documents containing audited financial statements.
7. Disagreements with management.
8. Management consultation with other accountants.
9. Major issues discussed with management prior to retention.
10. Difficulties encountered in performing the audit.
11. Confirmation of independence.
12. Independence-related relationships between the firm and the City.



### IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

It is of utmost priority to ensure your service team professionals are current with developments in industry practices, accounting releases and auditing requirements. In addition to a highly communicative environment and industry-specific training programs, the following facilitates our efforts in this regard:

- Our service team understands the issues relevant to municipalities. The combination of our Firm's resources, level of partner involvement and experienced team members provides an excellent service team of professionals capable of servicing the City's needs.
- To facilitate meeting your expectations and deadlines, we will meet with you during the planning phase of the engagement to obtain an understanding of the assistance the City will provide in performing the audit.
- Regular communication will be ongoing with City personnel, allowing for timely knowledge of significant matters as they arise. When we learn of matters the City may not be aware of, we will be active in conveying relevant information. Regular progress meetings will be scheduled with City personnel at times suitable to City staff.
- We are very much aware of federal and state grant requirements and accounting requirements affecting audits of municipalities. As with other issues that may arise, we will work with the City throughout the year to achieve the appropriate resolution. Our resources throughout the Firm, which continue to build in our government practice, will be utilized as appropriate.

***APPENDIX B***

**PROPOSER GUARANTEES**

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official: Paula Lowe

Name (typed): Paula Lowe

Title: CPA, Partner

Firm: Pattillo, Brown & Hill L.L.P.

Date: May 19, 2025

## ***APPENDIX C***

### **PROPOSER WARRANTIES**

Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.

Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City. Proposer warrants that it is willing and able to meet required dates and report deadlines.

E. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: Paula Lowe

Name (typed): Paula Lowe

Title: CPA, Partner

Firm: Pattillo, Brown & Hill L.L.P.

Date: May 19, 2025





## Report on the Firm's System of Quality Control

December 9, 2022

To the Partners of Pattillo Brown & Hill, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; an audit of an employee benefit; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo Brown & Hill, LLP has received a peer review rating of *pass*.

**Erickson Krentel, LLP**

Certified Public Accountants



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# EXCELLENCE.

At Pattillo, Brown & Hill, L.L.P.,  
our people make the difference.

With our extensive public sector experience, strong regulatory and technical expertise, client-centered approach, and competitive fee structure, PB&H provides an unmatched level of client-service commitment.

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Date 5/27/2025

Agenda Item 8

Resolution 2025-051

## CITY COUNCIL MEMORANDUM FOR RESOLUTION

**To: Mayor & Council**

**From: Mike Halsema, Deputy City Manager**

**Agenda Item: Discussion and possible action regarding Resolution 2025-051, to accept the bid from Innovative Fueling Solutions, and authorize the City Manager to execute a contract on behalf of the City not to exceed \$89,657.30 for replacing the airport fueling system.**

### **Information:**

The fueling system at the airport has multiple issues. The tank is an inground model which requires additional monitoring by a third party. The fuel level must be checked by hand via a measuring stick. The tank is compliant with TCEQ but is nearing end of life. The Point of Sale (POS) has developed issues and occasionally does not connect to the credit card processing system. The POS is older technology and only functions with a land line, which is \$142 a month. The bid attached is to replace the entire system with an above ground tank, new fuel pump and hose reel, and POS system. The city is proposing to fill the existing tank with foam and abandon it in place.

The city advertised for RFP's to replace the existing fueling system with an above ground tank system not to exceed \$90,000. The City received one bid from Innovative Fueling Solutions for \$89,657.30. Four staff members; Brad Hunt, Mike Halsema, Miguel Gamez, and Sherry Nichols reviewed the bid and unanimously recommended accepting the bid.

The cost will be offset by a RAMP grant through TxDOT Aviation. The city has applied for the RAMP grant for several years. The grant covers routine airport maintenance items up to \$100,000 each year. In prior years the RAMP grant was a 75/25 grant, however this year it has increased to 90/10. The net cost of this bid to the city is \$8,965.73 (10% of \$89,657.30). If approved, there will be additional minimal expenses for electrical, abandoning the existing tank, and installing a wireless internet point that are required to complete the project.

### **Financial Impact:**

Staff will propose a budget amendment for the Airport budget for the additional grant revenue and expenses.

**Staff Recommendation:** Staff recommends that the City Council approve a resolution awarding a contract for provision and installation of an above ground fueling tank system, including new fuel pump and hose reel and point of sale system at the Gatesville Airport (the "Contract") to Innovative Fueling Systems for a total contract price not to exceed \$89,657.30 and further authorizing the City Manager or his designee to negotiate the remaining terms of and execute such contract on behalf of the City.

Date 5/27/2025

Agenda Item 8

Resolution 2025-051

**Motion:** I move that we approve **Resolution 2025-051** awarding a contract for provision and installation of an above ground fueling tank system, including new fuel pump and hose reel and point of sale system at the Gatesville Airport to Innovative Fueling Systems for a total contract price not to exceed \$89,657.30 and further authorizing the City Manager or his designee to negotiate the remaining terms of and execute said contract on behalf of the City.

**Attachments:**

- Exhibit A RFP
- Exhibit B Submitted bid



6507 Storage Dr  
Amarillo, TX 79110

Phone: 806-367-8329 - Fax: 888-367-1281 - Email: Victor@innovativefuelingsolutions.com

## Quotation

Date	Quote #
05/06/25	011Q2185

Prepared For:		Sales Representative:
Mike Halsema City of Gatesville 803 E Main St Gatesville, TX 76528	Phone: 254.865.8951 Fax: Lead Time 14 weeks	Victor E Rodriguez Operations Manager  victor@innovativefuelingsolutions.com

Installation of a 2,000 UL2085 Fireguard  
Bennett Suction Pump.  
2" Fill line and Vapor Recovery  
Morrison brothers Spill Containment.  
Pressure vaccum Vent  
Emergency Vents  
918 Morrison Brothers Clock Gauge with Overfill Alarm  
Remote Skid Mounted Bennett Suction pump with Facet VF222 Filter vessel and Water Absorbent filter  
Hannay Hose rell 50' capacity  
OPW 295 Nozzle 1"  
50' Static Reel  
M4000 QT Pod  
Multi Line Display  
IFS nozzle Interlock  
Morrison Brothers 724 Insterstital Leak indicator  
Fire Extinguisher  
All welded stainless Steel piping

Assumptions and Exclusions  
Concrete and Electrical not Included

This quote assumes that any existing equipment that its being reused is in good working condition. If equipment is found damaged or inoperative during testing repairs will be handled as a change order on time and material basis.

Freight For Materials are based on rates at the time of the quote and may vary at the time of shipment.

Materials to be Supplied may change based on manufacturers availability, if a material becomes unavailable, a comparable material will be substituted. Credit or a change

order may be required if there is a price difference for the substituted material. Scope excludes any electrical unless otherwise stated.

Excludes all permits except for construction notification to corresponding agency.

All warranties are provided solely by manufacturers of equipment supplied.

Any unforeseen problems encountered during the installation will be handled on a time and material basis.

The Customer has read and understands all assumptions, exclusions and scope of work.

\_\_\_\_\_ Initials



**Prepared For:**

Mike Halsema  
City of Gatesville  
803 E Main St  
Gatesville, TX 76528

Date	Quote #
05/06/25	011Q2185

Installation

**SubTotal****\$20,050.00**

Mileage/Equipment/Rentals

**SubTotal****\$4,920.01**

Dispensers

One Product, Suction Pump

**SubTotal****\$7,630.00**

Tanks

2K UL 2085 with Aviation liner

**SubTotal****\$18,771.11**

QT POD

M4000

MultiDisplay W Power Supply

**SubTotal****\$20,438.75**

Equipment

1" X 50' Aviation Hose

Ball stop

Static Reel

Hose Reel

Nozzle Interlock

Nozzle, 1.0NPT AVGAS Red Short

Pressure Fill Overfill Prevention Valve, Aluminum Body,

AST Remote Spill Container Dual Ports, Female Threaded, Post Mount

Pressure Vacuum Vent, Brass Internals

Aluminum Cap W/Gauge Stick Port

Clock Gauge Alarm W/Standard Float

Overfill Indicator

Facet Filter Vessel

Facet Filter

Pipe 2"

2" Elbow

**Prepared For:**

Mike Halsema  
City of Gatesville  
803 E Main St  
Gatesville, TX 76528

Date	Quote #
05/06/25	011Q2185

2" Flanges

1 1/2" Pipe

Angle Check Valve, Single Poppet (Fkm)

1 1/2 Elbow

Vapor Recovery Cap, CARB EVR Approved

Vapor Recovery Adaptor (4" Vapor, 3" Riser Thread) Evr

**SubTotal**

**\$15,237.43**

**Payment Terms**

Down Payment                \$44,828.65  
Remainder upon completion

Sub Total	\$87,047.30
Sales Tax	\$0.00
Shipping	\$2,610.00
<b>Total</b>	<b>\$89,657.30</b>

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ PO: \_\_\_\_\_

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.  
MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

---

Date 5/13, 2025

1. Name of Bidder Innovative Fueling Solutions, LLC
2. Business Address 6507 Storage Dr Amarillo TX 79110
3. Date Organized Under Present Firm Name 4/2019, \_\_\_\_\_
4. Type of Organization: \_\_\_\_\_

## Individual

**Partnership/LLC consisting of the following members:**

Ted Billingsley                      Tim Artho

---

Victor Rodríguez

Corporation with the following officers:

	President	Vice President
--	-----------	----------------

Secretary Treasurer

- #### 5. Background and Experience of Principal Members of Firm:

- a. Name Ted Billingsley Age 73

Years of experience in construction work 30 +

Duties performed Sales, Operations Manager, Project Manager, General Manager, President

- b. Name Tim Artho Age 64

Years of experience in construction work<sup>30 +</sup>

Duties performed Installations, Service Manager, Estimating

- c. Name victor@innovativefuelingsolutions.com Age <sup>43</sup>

Years of experience in construction work <sup>16</sup>

Duties performed Construction Manager, Estimating, Operations Manager, Aviation Manager

d. Name \_\_\_\_\_ Age \_\_\_\_\_

Years of experience in construction work \_\_\_\_\_

Duties performed \_\_\_\_\_

6. Projects Now Under Contract:

Description and Location	Construction Cost	% Comp.	Estimated Comp. Date
Tucumcari Municipal Airport	2,100,000.00	60 %	08/2025
Alva Regional Airport	541,000	95%	06/2025
Antlers Municipal Airport	468011.58	50%	06/202025
Sand Springs, Airport 12k Jet A Bulk System	466,124.48	70%	07/2025

7. Projects Completed by Firm:

Description and Location	Construction Cost	Date Constructed
El Reno Airport 12k Jet A and Avgas with Remote Skids	468,543.43	02/2019
Stillwater, Ok 20K Avgas Bulk System	529,000	09/2020
Vinita Municipal Airport 12k Avgas Self Serve	521,000	07/2022
City of Bristow 10K Jet A and Avgas	524,056.02	07/2021
Broken Bow Municipal Airport 10k Avgas Serlf Serve	399,105.82	08/2024

# 3000 SERIES



**Bennett**  
*simply better*

# 3000 SERIES SPECIFICATIONS

## STANDARD FEATURES

**Dimensions:** Low Hose: 30" w x 60" h x 20" d  
High Hose: 30" w x 88" h x 20" d

**Products:** Up to 2 Products (per side)

**Hoses:** Up to 2 Hoses (per side)

**Unit Type:** Straight Grade Only

**Hydraulics:** Suction or Remote

**Activation:** Lift to Start

**Displays:** LCD 8-Digit 1" for Sales and Volume  
LCD 4-Digit 1/2" Price Per Volume

**Voltage:** 120/240 VAC, 50/60Hz

**Flow Rate:** 18-23GPM<sup>1</sup>

**Inlet / Outlet:** 1.5" dia NPT / 1" dia NPT

**Protocol:** Bennett Open Protocol / Generic / RS485

**Regulatory:** UL™ Listed, Weights and Measures



## OPTIONAL FEATURES

**Payment Options<sup>2</sup>:** A variety of payment options are available for the 3000 series dispenser depending on your needs.

- EMV-R: 7 Widescreen display with soft keys, Hybrid Chip EMV Card Reader, PCI Compliant EMV ready EPP, High Speed Receipt Printer
- Full-EMV: Full EMV payment with 7" Display (require dispenser hub board and in-store hub box)
- Credit-Alpha: 7" Widescreen display with soft keys, Dual Side Credit/Fleet Card Reader, Alphanumeric Pin-Pad, High Speed Receipt Printer
- Credit-Numeric: Numeric Credit Only Payment
- Audio: Media Kit with External Audio for 7" Displays
- NFC
- Local Preset

**Stainless Steel:** Optional stainless steel packages for doors, end panels, top cover, electronic cover assembly, hinged upper doors and grade panel area

**Other Options:** Low Hose or High Hose, Side Mount or Front Mount Nozzle Boots, Two-Tier Price Displays, Electro-Mechanical Totalizers, Junction Box, Pulse Output Board, Automatic Temperature Compensation, Intercom Speaker, Intercom Speaker with Call Button, Custom Graphics, Valance (high hose models)

## BASE MODEL NUMBER DESCRIPTIONS

1	2	3	4	5	6	7
3	8	1	2	S	N	R

1. **3000 Dispenser Series:** Always "3"
2. **Display Type:** 7=Commercial Display | 8=Retail Display 1 Tier Prices | 9=Retail Display Two Price Tiers
3. **Products:** 1 or 2
4. **Hose Outlets:** 1, 2, or 4
5. **Flow Rate:** S=Standard
6. **Hydraulic Details:** Always N for None
7. **Hydraulics:** R=Remote | S=Suction | P=Suction w/ Prepay Valve(s)

<sup>1</sup> Flow rates are nominal rates under test conditions. Actual rates will vary subject to installation conditions, hanging hardware used, and submerged pump used if applicable.

<sup>2</sup> Payment options are only available on Front Mounted Units

**Bennett**  
simply better



## Model 918 Clock Gauge and Alarm Series

### SPECIFICATION SHEET

The Morrison 918 series clock gauges are designed to measure the liquid level in storage tanks up to 12 feet in measurement. The liquid level reading is displayed in feet and inches. The Model 918 audible alarm sounds when the liquid level in the tank reaches the user's specified level.

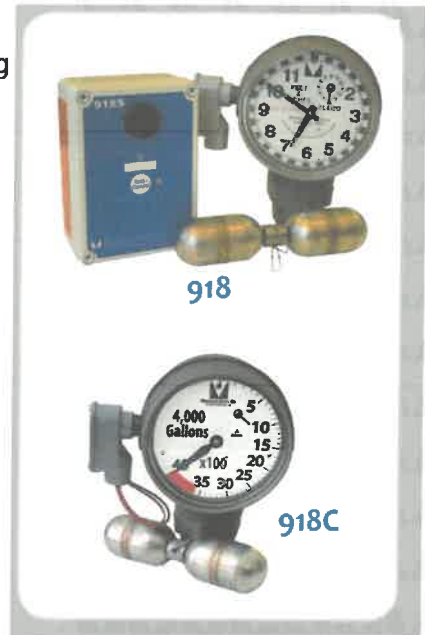
#### Gauge features

- Easy to install in a single 2" tank top opening, easy to calibrate
- Gauge face displays level reading in feet and inches. The hour hand (short hand) displays the number of feet and the minute hand (long hand) accurately displays the number of inches
- Gallon or liter reading gauge models available
- Accurate to  $\frac{1}{8}$  of an inch
- Easily read from 30 feet away
- Vapor tight construction and fog free design
- Gauge rotates 360° making it easy for the face to be read from the desired orientation
- Visual indicators for high level (red) and low level (green)
- Standard float fits through a 2" schedule 40 pipe nipple; drop tube float fits through schedule 40 and schedule 80 pipe nipple
- Drop tube float compatible with Morrison 419 2" drop tube; reduces float entanglement when turbulent conditions are present
- **918T and 918FT** series are compatible for use with Diesel Exhaust Fluid (DEF)

The 918 alarm box can be paired with a variety of Morrison 918 clock gauges or level sensors. Alarm set point calibrated at installation. The alarm box is compliant with UL 913 and CSA 157 intrinsic safety standards.

#### Alarm features

- Audible and visual indicators
- Self-powered by long-life replaceable lithium batteries
- Internal ON/OFF power switch
- Monitor up to four sensor signals
- Normally open or normally closed selectable by input channel
- User-defined alarm labels
- Visual alarm indicators easily identify which sensor is alarming
- Compatible with 918/918 TCP gauging equipment
- Low battery visual indicator
- Audible alarm sounds 90 dB alarm at four feet away- ON/OFF globally selectable
- Modular contacts make alarm devices easy to install



Item numbers and dimensions on next page.



MORRISON BROS. CO.





### Alarm features (continued)

- In compliance with UL 913 and CSA 157 intrinsic safety standards
- Corrosion-resistant and water-resistant housing for long life
- Intrinsically safe for Class I, Division 1 and 2, Group D hazardous location
- Audible alarm auto silence mode (10 minutes)
- **918/918F** clock gauge with 918S, 918D, or 918Q alarms are Florida DEP EQ527 approved

Item Number	A	B	C	D	E	F	G	H
918---0000 AG	This model no longer available. Refer to 918---0000AGEVR for equivalent.							
918---0000AGEVR	N	M	ST	S	8.42	3.48	6.06	6.25
918---2000 AG	This model no longer available. Refer to 918---2000AGEVR for equivalent.							
918---2000AGEVR	N	M	DT	S	8.42	3.48	6.06	6.25
918C---0000 AG	N	M	ST	C		3.48	6.06	6.25
918C---2000 AG	N	M	DT	C		3.48	6.06	6.25
918CF-0000 AG	N	F	ST	C		3.48	6.06	6.25
918CF-2000 AG	N	F	DT	C		3.48	6.06	6.25
918---0100 AG	Y	M	ST	S	8.42	3.48	6.06	7.45
918---0400 AG	Y	M	DT	S	8.42	3.48	6.06	7.45
918C---0100 AG	Y	M	ST	C		3.48	6.06	6.25
918C---0400 AG	Y	M	DT	C		3.48	6.06	6.25
918CF-0100 AG	Y	F	ST	C		3.48	6.06	6.25
918CF-0400 AG	Y	F	DT	C		3.48	6.06	6.25
918F---0100 AG	Y	F	ST	S	9.62	3.48	6.06	7.95
918F---0400 AG	Y	F	DT	S	9.62	3.48	6.06	7.95
918F---0000AGEVR	N	F	ST	S	9.62	3.48	6.06	6.25
918F---2000AGEVR	N	F	DT	S	9.62	3.48	6.06	6.25
918MEB0100 AG	Y	M B	ST	M	8.42	3.48	6.06	7.45
918MEB0400 AG	Y	M B	DT	M	8.42	3.48	6.06	7.45
918MEF0000AGEVR	N	F	ST	M	8.42	3.48	6.06	7.95
918MEF2000AGEVR	N	F	DT	M	8.42	3.48	6.06	6.25
918MEF0100 AG	Y	F	ST	M	9.62	3.48	6.06	7.95
918MEF0400 AG	Y	F	DT	M	9.62	3.48	6.06	7.95
918MET0000AGEVR	N	M	ST	M	8.42	3.48	6.06	6.25
918MET2000AGEVR	N	M	DT	M	8.42	3.48	6.06	6.25

Item Number	A	B	C	D	E	F	G	H
918MET0100 AG	Y	M	ST	M	8.42	3.48	6.06	7.45
918MET0400 AG	Y	M	DT	M	8.42	3.48	6.06	7.45
918T---0400 AG	Y	M	DT	S	8.42	3.48	6.06	7.45
918T---2000 AG	N	M	DT	S	8.42	3.48	6.06	7.45
918FT-0400 AG	Y	F	DT	S	9.62	3.48	6.06	7.95
918FT-2000 AG	N	F	DT	S	9.62	3.48	6.06	7.95
918MEFT400 AG	Y	F	DT	M	9.62	3.48	6.06	7.95
918S---1100 AA	Y	Single channel tank alarm box only						1.80
918D---1100 AA	Y	Dual channel tank alarm box only						1.80
918Q---1100 AA	Y	Quad channel tank alarm box only						1.80

### SPECIFICATION OPTIONS:

- A**—Overfill Alarm Box: Included: Yes/No  
**B**—Body Connection: Male (M), Female (F), BSP (B)  
**C**—Float Device: Standard 2" Float (ST), Drop Tube Float (DT)  
**D**—Face Plate: Standard (S), Metric (M), Custom (C)  
**E**—Gauge height: (Inches)  
**F**—Gauge width: (Inches)  
**G**—Clock Diameter: (Inches)  
**H**—Shipping Weight (lbs.)



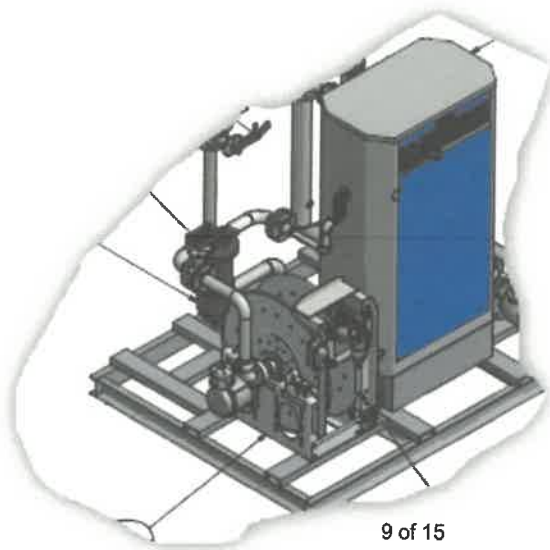
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t. 563.583.5701 | 800.553.4840 | f. 563.583.5028

www.morbros.com



MORRISON BROS. CO.





The Facet VF-21SB & VF-22SB are versatile, compact, economical, light weight housings for superior in-line filtration protection. These housings utilize the same elements as previous Series 21 & 22 housings, but offer the benefit of a quick open swing bolt type close along with a new optional mounting bracket for installation.

Depending on the type of cartridge selected, the housing may be used as a filter, absorptive filter, filter separator or air/gas entrainment separator to remove solids, water, mist or hydrocarbon carryover.

**CAUTION:** FULL FLOW MONITORS ARE NOT FOR USE IN FUEL CONTAINING ANTI-ICING ADDITIVE (FSII, PRIST, DI-EGME). THIS INCLUDES PRE-MIXED AND MILITARY FUELS CONTAINING THIS ADDITIVE.

### COMMON APPLICATIONS

- Jet Fuel
- Avgas
- Gasoline
- Diesel
- Bio-Diesel
- Lube Oil
- Insulating Oil
- Hydraulic Oil
- Transformer Oil
- Solvents
- Compressed Air
- LNG

### STANDARD HOUSING DESIGN

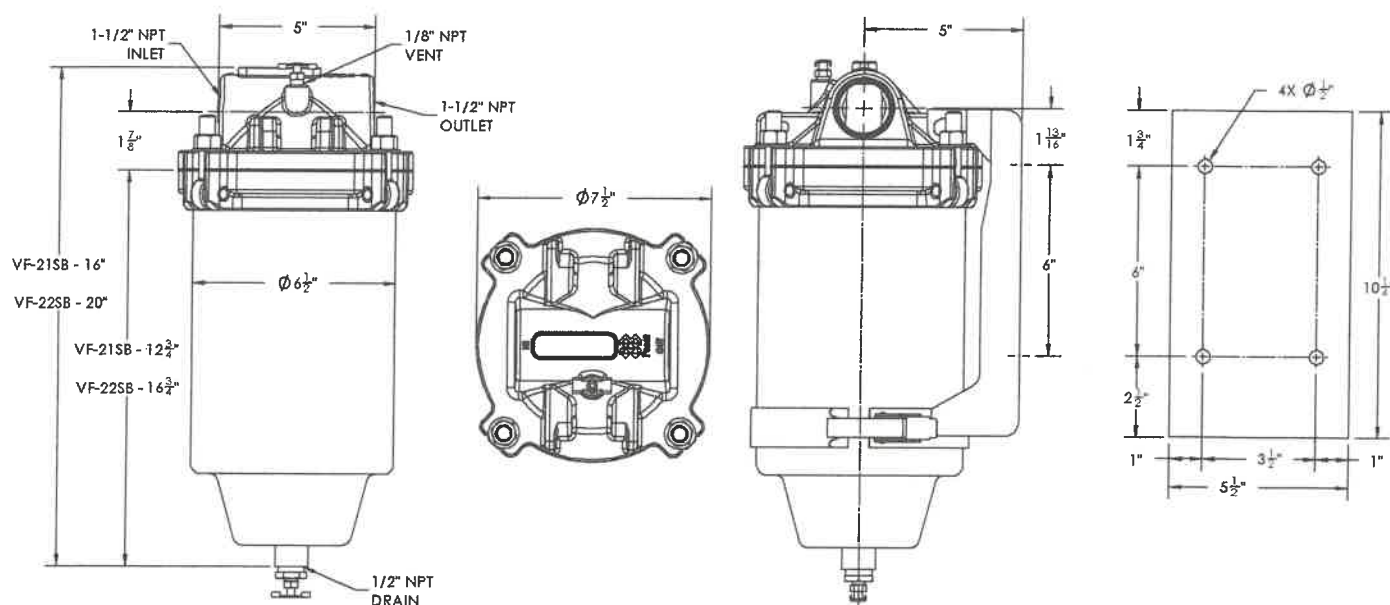
- Carbon steel body
- Aluminum head
- Epoxy coated internally and externally
- 150 psi (10.5 kg/cm<sup>2</sup>) design pressure
- Swing bolt quick open closure
- Buna-N o-ring closure gasket
- Vent and drain connections w/brass petcocks provided
- 1-1/2" NPT inlet and outlet connections

### VESSEL OPTIONS

<b>VF-21SB</b>	Housing only
<b>VF-21SB-PG</b>	Housing w/Direct Reading Differential Pressure Gauge
<b>VF-21SB-PGS</b>	Housing w/ Direct Reading Differential Pressure Gauge & Sight Glass
<b>VF-21SB-PGWP</b>	Housing w/ Direct Reading Differential Pressure Gauge & 3/4" Coupling for Water Probe
<b>VF-21SB-S</b>	Housing w/Sight Glass
<b>VF-21SB-WP</b>	Housing w/ 3/4" Coupling for Water Probe
<b>VF-22SB</b>	Housing Only
<b>VF-22SB-PG</b>	Housing w/ Direct Reading Differential Pressure Gauge
<b>VF-22SB-PGS</b>	Housing w/ Direct Reading Differential Pressure Gauge & Sight Glass
<b>VF-22SB-PGWP</b>	Housing w/ Direct Reading Differential Pressure Gauge & 3/4" Coupling for Water Probe
<b>VF-22SB-S</b>	Housing w/Sight Glass
<b>VF-22SB-WP</b>	Housing w/ 3/4" Coupling for Water Probe
<b>644160</b>	Mounting Bracket
<b>644964</b>	Grounding Cable

**Differential Pressure Gauge-** The piston-type differential pressure gauge provides a simple visual warning. When 15 psi differential pressure is reached, the gauge indicator moves from green to red zone. This warning will prevent premature cartridge change-out.

**Water Sight Glass-** The water sight glass provides an easy means to detect water in the sump. The weighted ball, visible in the sight glass, will float only when water is present. The floating ball is an indication water should be drained from the housing to prevent both cartridge contamination and water traveling downstream from the housing.



## CARTRIDGES AVAILABLE

Housing	Cartridge Type & Model	Micron	Flow Rate (GPM)			Flow Rate (scfm)					
			Gasoline	Jet Fuel	Diesel	Air/Gas					
*VF-21SB	<b>Filter</b>										
	CF-609-2PLO	2	45	45	45						
	CF-609-5PLO	5	45	45	45						
	CF-609-10PLO	10	45	45	45						
	CF-609-25PLO	25	45	45	45						
	<b>Coalescer Separator or Air/Gas Separator</b>					<b>Operating Pressure</b>					
	CC-21-7	1	45	35	23	psi	25	50	75	100	150
	CC-21B	5	45	35	23		95	120	135	155	180
	CC-21C	25	45	35	23		95	120	135	155	180
	<b>Monitor (Absorptive)</b>										
	FG-O-609-2	1	45	36	18						
	GNG-609-5PL	5	45	36	18						
	GNG-609-25PL	25	45	36	18						
*VF-22SB	<b>Filter</b>										
	CF-612-2PLO	2	60	60	60						
	CF-612-5PLO	5	60	60	60						
	CF-612-10PLO	10	60	60	60						
	CF-612-25PLO	25	60	60	60						
	<b>Coalescer Separator or Air/Gas Separator</b>					<b>Operating Pressure</b>					
	CC-22-7	1	60	50	30	psi	25	50	75	100	150
	CC-22B	5	60	50	30		143	180	203	233	270
	CC-22C	25	60	50	30		143	180	203	233	270
	<b>Monitor (Absorptive)</b>										
	FG-O-612-2	0.5	60	50	25						
	GNG-612-5PL	5	60	50	25						
	GNG-612-25PL	25	60	50	25						

\*VESSEL ACCESSORIES AVAILABLE- SEE **VESSEL OPTIONS**

filter FG-0-612-7

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a CLARCOR company  
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PECOFacet has a policy of continuous  
product research and development  
and reserves the right to change design  
and specifications without notice



# Series V-6000

### To handle single 1" I.D. hose.

- Rugged, industrial-duty construction.
- Choose gear-driven crank rewind or chain and sprocket drive powered by an electric, hydraulic or compressed air motor.
- Crank rewind reels supplied with pinion brake; power rewind reels with a strap brake.
- Standard inlet: 90° #304 stainless steel ball bearing swivel joints, 1" female NPT threads.
- Standard outlet: 1" female NPT threads.
- Standard inlet, outlet riser, and hub assembly are stainless steel. Optional aluminum swivel joint is available.
- One-piece welded hub assembly.
- Optional rollers are available.
- Standard pressures to 1000 psi (69 bar).
- Temperatures from -40°F to +250°F (-40°C to +121°C).
- Chain guard available upon request, must be specified.



Electric rewind  
Standard  
configuration with  
V-EPJ option shown



Optional Assembly  
C2 roller top wind  
and auxiliary rewind  
shown



### Optional Auxiliary Rewind

Ring and pinion shaft rewind unit  
with removable crank handle.

# Static Grounding Reels

- Aircraft Refueling • Chemical Plants • Grain Elevators
- Rescue and HazMat Operations

### WARNING

These reels are for static grounding ONLY.  
NOT intended for lightning protection!

### For refueling or hazardous areas.

- These reels bond and/or ground aircraft, fuel trucks, and other equipment.
- Provide smooth operation and require minimum cable pull.
- Declutching arbor and adjustable guide arm with cable guide.
- Optional stainless steel construction of spool, frame, and ratchet system available on HGR Series.
- Standard finish is oven-cured enamel.
- Also available, manual rewind version.



**Model HGR50**  
(Shown with optional "Y" branch)



**Model SSHGR50**  
(Optional unpolished stainless steel HGR50)



**Model MHGR50**



**Model HGR100**



**Model MHGR100**



**Model GR75**



**Model MGR75**

All reels shown with optional PCC cable and clamp.



## Model 748A & 748ALT Pressure Vacuum Vents

SPECIFICATION SHEET

### Application

Pressure vacuum vent designed for installation on top of the vent pipe of an aboveground or underground storage tank. Poppets seal vapors in the tank when pressure is equalized. The vent allows the tank to “breathe” during filling and dispensing operations. This vent must be used in conjunction with an emergency vent. It is recommended that the opening pressure setting is set below that of the emergency vent so the normal vent operates first. Settings are approximate.

### Features and Details

- Vents outward and upward in compliance with NFPA 30
- Tri-polar mounting screws for mounting exhaust hood in any of three positions
- Optional dryer connections accommodate the installation of desiccant dryers on vacuum connection
- Optional pressure discharge hood facilitates piping pressure relief to desired discharge point

### Materials of Construction

#### 748A

- Aluminum body and hood
- Brass poppets
- Passivated aluminum seats
- Stainless steel screens

#### 748ALT

- Body and hood... aluminum
- Poppets and seats... PTFE coated aluminum
- Screens...stainless steel



#### NOTE

Normal vents such as pressure vacuum and updraft vents for aboveground storage tanks should be sized according to NFPA 30 (2012) 21.4.3.

Item numbers, dimensions, and warnings on next page...



MORRISON BROS. CO.





## Model 748A & 748ALT Pressure Vacuum Vents (continued)

## SPECIFICATION SHEET

Item Number	A	B	C	D	E	F	G	H	I	J	K	L
748A-0100 AV	2"	2	20.2	1	BR	PA	AL	NO	N	10.37"	9.68"	6.50
748A-0200 AV	2"	4	20.2	1	BR	PA	AL	NO	N	10.37"	9.68"	7.15
748A-0300 AV	2"	6	20.2	1	BR	PA	AL	NO	N	10.37"	9.68"	7.55
748A-0400 AV	2"	8	20.0	1	BR	PA	AL	NO	N	10.37"	9.68"	8.15
748A-0500 AV	2"	12	18.6	1	BR	PA	AL	NO	N	10.37"	9.68"	9.30
748A-0600 AV	2"	16	18.0	1	BR	PA	AL	NO	N	10.37"	9.68"	10.35
748A-0700 AV	2"	2	20.2	1	BR	PA	AL	M	N	13.0"	9.68"	6.80
748A-0800 AV	2"	4	20.2	1	BR	PA	AL	M	N	13.0"	9.68"	7.45
748A-0900 AV	2"	6	20.2	1	BR	PA	AL	M	N	13.0"	9.68"	7.85
748A-1000 AV	2"	8	20.0	1	BR	PA	AL	M	N	13.0"	9.68"	8.45
748A-1100 AV	2"	12	18.6	1	BR	PA	AL	M	N	13.0"	9.68"	9.60
748A-1200 AV	2"	16	18	1	BR	PA	AL	M	N	13.0"	9.68"	10.65
748A-1500 AV	2"	8	20.0	1	BR	PA	AL	NO	Y	11.0"	8.19"	8.15
748A-2100 AV	2"	2	43.0	1	BR	PA	AL	NO	N	14.37"	13.37"	9.75
748A-3200 AV	3"	4	43.0	1	BR	PA	AL	NO	N	14.37"	13.37"	11.15
748A-3300 AV	3"	6	43.0	1	BR	PA	AL	NO	N	14.37"	13.37"	12.15
748A-3400 AV	3"	8	43.0	1	BR	PA	AL	NO	N	14.37"	13.37"	13.10
748A-3500 AV	3"	12	40.0	1	BR	PA	AL	NO	N	14.37"	13.37"	15.30
748A-3600 AV	3"	16	40.0	1	BR	PA	AL	NO	N	14.37"	13.37"	17.75
748A-4100 AV	3"	2	43.0	1	BR	PA	AL	F	N	14.37"	13.37"	9.75
748A-4200 AV	3"	4	43.0	1	BR	PA	AL	F	N	14.37"	13.37"	11.15
748A-4300 AV	3"	6	43.0	1	BR	PA	AL	F	N	14.37"	13.37"	12.15
748A-4400 AV	3"	8	43.0	1	BR	PA	AL	F	N	14.37"	13.37"	13.10
748A-4500 AV	3"	12	40.0	1	BR	PA	AL	F	N	14.37"	13.37"	15.30
748A-4600 AV	3"	16	40.0	1	BR	PA	AL	F	N	14.37"	13.37"	17.75
748ALT0100 AV	2"	8	20.2	1	ALT	ALT	AL	NO	N	10.37"	9.68"	5.75
748ALT0200 AV	2"	16	18.0	1	ALT	ALT	AL	NO	N	10.37"	9.68"	5.75
748ALT0300 AV	2"	32	NA	1	ALT	ALT	AL	NO	N	10.37"	9.68"	5.75
748ALT0800 AV	2"	8	20.2	1	ALT	ALT	AL	M	N	13.0"	9.68"	6.0
748ALT0900 AV	2"	16	18	1	ALT	ALT	AL	M	N	13.0"	9.68"	6.0
748ALT1400 AV	2"	8	NA	1	ALT	ALT	AL	NO	Y	11.0"	8.19"	6.25
748ALT1500 AV	2"	16	NA	1	ALT	ALT	AL	NO	Y	11.0"	8.19"	6.25
748ALT2000 AV	2"	8	NA	1	ALT	ALT	AL	M	Y	13.62"	8.19"	6.25
748ALT2100 AV	2"	16	NA	1	ALT	ALT	AL	M	Y	13.62"	8.19"	6.25

### SPECIFICATION OPTIONS:

- A**—Size: N.P.T. threads
- B**—Pressure setting in oz. /sq. in.
- C**—Venting capacity / SCFH in 1000's at 2.5 P.S.I.
- D**—Vacuum setting in oz. / sq. in.
- E**—Poppet material: Brass (BR) or PTFE coated aluminum (ALT)
- F**—Seat material: Passivated aluminum (PA) or PTFE coated aluminum (ALT)
- G**—Body/Hood material: Aluminum (AL)
- H**—Dryer connection: Male (M), Female (F), No connection (NO)
- I**—Pressure discharge hood: Yes (Y) or No (N)
- J**—Height of vent (inches)
- K**—Width of vent (inches)
- L**—Shipping weight (lbs.)

**WARNING: DO NOT FILL OR UNLOAD FUEL FROM A STORAGE TANK UNLESS IT IS CERTAIN THAT THE TANK VENTS WILL OPERATE PROPERLY.** Morrison tank vents are designed only for use on shop fabricated atmospheric tanks which have been built and tested in accordance with UL 142, NFPA 30 & 30A, and API 650 and in accordance with all applicable local, state, and federal laws. In normal operation, dust and debris can accumulate in vent openings and block air passages. Certain atmospheric conditions such as a sudden drop in temperature, below freezing temperatures, and freezing rain can cause moisture to enter the vent and freeze which can restrict internal movement of vent mechanisms and block air passages. All storage tank vent air passages must be completely free of restriction and all vent mechanisms must have free movement in order to insure proper operation. Any restriction of airflow can cause excessive pressure or vacuum to build up in the storage tank, which can result in structural damage to the tank, fuel spillage, property damage, fire, injury, and death. Monthly inspection, and immediate inspection during freezing conditions, by someone familiar with the proper operation of storage tank vents, is required to insure venting devices are functioning properly before filling or unloading a tank.

570 E. 7th Street, P.O. Box 238 | Dubuque, IA 52004-0238

t. 563.583.5701 | 800.553.4840 | f. 563.583.5028

www.morbros.com



**MORRISON BROS. CO.**

## **LIMITED WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY**

A. Seller warrants the Equipment manufactured by it to be free from defects in material and workmanship. Any refurbished Equipment shall conform to Pressure Vessel Code and US Department of Transportation Regulations, if applicable. For a period of one (1) year following the receipt of the Equipment or sixteen (16) months following the Completion Date, whichever is earlier (the "Warranty Period"), Seller, at its option, shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it, subject to the following conditions: (a) Promptly upon discovery, written notice of any such claimed defect must be given to Seller during the Warranty Period; (b) Seller shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests; (c) If the Seller requests, the Equipment must be made available for repair within fifteen (15) days after Seller notifies Buyer of the repair procedure, but shall not be returned before such notification is given; (d) Unauthorized repairs shall void this warranty; (e) This warranty does not apply to parts requiring replacement because of natural wear and tear, or to products, accessories, parts or attachments which were not manufactured by Seller - Seller receives warranties on certain components purchased by it and passes through such warranties to Buyer, and Seller's obligation with respect to such components shall be limited to the extent of the warranties, if any, given and honored by its suppliers; (f) This warranty shall not apply if parts and/or labor are required due to accident, abuse or improper or neglected maintenance; (g) When alterations are made or parts or attachments are installed by Buyer or for him by others, this warranty shall be void and Seller shall not be responsible for such alterations or installations, or for the operation of the Equipment thereafter; (h) This warranty shall be void when Equipment is subjected to weight loads or pressures, is used on terrain for which it was not designed, or are used to contain, or is cleaned with, materials having corrosive, temperature or other characteristics for which the Equipment was not designed; (i) Seller shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (j) All repairs under this warranty shall be made at a mutually agreed-upon location, and Buyer must bear the risk and expense of transporting the Equipment to Seller's plant or such other designated place; (k) For warranty beyond (1) year, see the specific warranty certificates supplied with the Equipment; and (l) This warranty applies only to the original purchaser from Seller.

B. The description on the front hereof does not create any warranty, express or implied. Seller may substitute any comparable component in the Equipment, and Equipment with such substituted components shall be considered in conformance with Seller's obligations under this contract.

C. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.

Release Date: 6/3/10  
Revision Date: 1/3/22

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## QUALIFICATIONS STATEMENT

Date 5/13, 20 25

1. Name of Bidder Innovative Fueling Solutions, LLC
2. Business Address 6507 Storage Dr Amarillo TX 79110
3. Date Organized Under Present Firm Name 4/2019, \_\_\_\_\_
4. Type of Organization:

Individual

Partnership/LLC consisting of the following members:

Ted Billingsley Tim Artho

Victor Rodríguez

Corporation with the following officers:

\_\_\_\_\_President\_\_\_\_\_Vice President

\_\_\_\_\_Secretary\_\_\_\_\_Treasurer

5. Background and Experience of Principal Members of Firm:

a. Name Ted Billingsley Age 73

Years of experience in construction work 30 +

Duties performed Sales, Operations Manager, Project Manager, General Manager, Presiden

b. Name Tim Artho Age 64

Years of experience in construction work 30 +

Duties performed Installations, Service Manager, Estimating

c. Name victor@innovativefuelingsolutions.com Age 43

Years of experience in construction work 16

Duties performed Construction Manager, Estimating, Operations Manager, Aviation Manager

d. Name \_\_\_\_\_ Age \_\_\_\_\_

Years of experience in construction work \_\_\_\_\_

Duties performed \_\_\_\_\_

6. Projects Now Under Contract:

Description and Location	Construction Cost	% Comp.	Estimated Comp. Date
Tucumcari Municipal Airport	2,100,000.00	60 %	08/2025
Alva Regional Airport	541,000	95%	06/2025
Antlers Municipal Airport	468011.58	50%	06/202025
Sand Springs, Airport 12k Jet A Bulk System	466,124.48	70%	07/2025

7. Projects Completed by Firm:

Description and Location	Construction Cost	Date Constructed
El Reno Airport 12k Jet A and Avgas with Remote Skids	468,543.43	02/2019
Stillwater, Ok 20K Avgas Bulk System	529,000	09/2020
Vinita Municipal Airport 12k Avgas Self Serve	521,000	07/2022
City of Bristow 10K Jet A and Avgas	524,056.02	07/2021
Broken Bow Municipal Airport 10k Avgas Serlf Serve	399,105.82	08/2024



# FIREGUARD<sup>®</sup>

## FIRE-RATED ABOVEGROUND TANKS



U.S. Patent #5695089 & #5809650



MODERN WELDING CO., INC.

1 800 922 1932

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

**UL 2085 Protected AST**



# FIREGUARD®

**The New Generation of fire-rated AST's, going far beyond those "first generations" tanks which were merely enclosed in concrete.**

- Fireguard® was the first AST of its design to obtain a UL Listing for secondary containment.
- Fireguard®'s secondary containment can be tightness tested on-site with standard testing procedures!
- Fireguard®'s exterior steel wall provides superior weatherability and low-cost maintenance. Unlike concrete, cracking or spalling will never be a problem!
- Fireguard®'s unique thermal insulating material is 75% lighter than concrete... Shipping, installation and relocation costs are reduced!
- The Fireguard® technology is patented under U.S. Patent #5695089 and #5809650 for "Lightweight Double Wall Storage Tank."



## **Lightweight thermal insulation**

- Unique feature that helped Fireguard® exceed the UL 2-hour fire test
- Sufficiently porous to facilitate quick emergency venting and/or leak detection

# Is Your Aboveground Tank Everything It's Cracked Up To Be?

## **FIREGUARD®**

VS.

## **Concrete Encased**

- Secondary containment is testable on-site using standard, economical testing procedures.
- Fireguard®'s steel outer wall provides low-cost maintenance and protects the insulation material from weathering.
- An average 12,000 gallon Fireguard® weighs under 30,000 pounds - well within the legal load limit for trucking.

- The secondary containment on certain designs may require elaborate and expensive procedures to be tested on-site.
- Exposed concrete outer wall is susceptible to cracking, spalling and weathering - problems that are expensive to correct and are usually not covered by warranty.
- An average 12,000 gallon concrete-encased tank weighs upwards of 100,000 pounds - imagine the hassles involved in handling that tank.

## **FIREGUARD®: THE ONLY TANK THAT MEETS ALL OF THESE STANDARDS**

- UL-2085 Listed "Protected" Aboveground Tanks for Flammable and Combustible Liquids
- Both inner and outer tanks built per UL-142 Standard for Steel Aboveground tanks for Flammable and Combustible Liquids
- Uniform Fire Code, "Protected Tank"
- UL-2080 Listed "Fire Resistant" Tanks for Flammable and Combustible Liquids
- NFPA 30 and 30A, National Fire Protection Association
- NFPA 1, Uniform Fire Code™, of the National Fire Protection Association, "Protected Aboveground Tank"
- Steel Tank Institute (STI) Standard F941 for Thermally Insulated Aboveground Storage Tanks
- International Fire Code (IFC)
- ULC-S655 Underwriters Laboratories of Canada Standard for Aboveground Tanks for Flammable and Combustible Liquids
- Other Standards...
- Ballistics protection per UL-2085
- Vehicle impact protection per UL-2085
- Hose Stream tested per UL-2085
- California Air Resources Board (CARB) testing requirements for air emissions
- Many fire codes and environmental regulations will accept Fireguard® Secondary Containment Tanks as an alternate to diking requirements

If your project is required to follow NFPA 30 or 30A guidelines... Check with your area "Authority Having Jurisdiction" related to maximum allowable tank capacity for the class fuel being stored and secondary containment requirements.



FIREGUARD <sup>®</sup> SPECIFICATIONS			
CYLINDRICAL DESIGN			
SAMPLE OUTER TANK DIMENSIONS			
ALL DIAMETERS AND LENGTHS ARE NOMINAL			
GALLONS	DIAMETER	LENGTH	APPROX. WEIGHT (lbs.)
186	48	54	2,119
250	48	68	2,513
300	50	72	2,821
500	54	70	2,413
560	54	78	2,606
1,000	54	134	5,338
1,000	70	78	5,005
1,500	70	114	6,537
2,000	70	150	8,309
2,500	70	186	9,644
3,000	70	222	10,979
4,000	78	233	13,523
4,000	90	175	14,072
5,000	79	290	18,998
5,000	103	169	17,149
6,000	79	347	21,961
6,000	103	199	19,206
8,000	103	259	23,319
10,000	103	331	28,256
12,000	103	391	32,370
15,000	127	313	35,821
20,000	127	415	44,506
25,000	127	517	55,891
30,000	127	619	64,575

Please note that all dimensions and weights are approximate. Individual tanks may vary from these values.

FIREGUARD <sup>®</sup> SPECIFICATIONS				
RECTANGULAR DESIGN				
SAMPLE OUTER TANK DIMENSIONS				
ALL DIAMETERS AND LENGTHS ARE NOMINAL				
GALLONS	LENGTH	WIDTH	HEIGHT	APPROX. WEIGHT (lbs.)
186	45	45	56	2,256
250	118	37	37	3,305
250	79	51	37	2,916
500	141	52	37	4,991
750	93	73	37	3,950
1,000	128	73	37	4,607
1,000	89	73	51	4,102
1,500	125	89	45	5,772
2,000	141	87	51	6,679
2,000	141	73	61	6,486
2,500	141	89	61	7,453
3,000	251	73	51	11,572
3,000	118	103	73	9,379
4,000	332	73	51	14,990
4,000	155	103	73	11,640
5,000	337	73	61	16,615
5,000	192	103	73	13,901
6,000	403	73	61	19,631
6,000	229	103	73	16,162
8,000	371	103	61	22,872
8,000	303	103	73	20,684
10,000	461	103	61	27,992
10,000	377	130	73	25,205
12,000	452	103	73	29,788
15,000	387	103	103	38,510
18,000	463	103	103	45,290
24,700	466	138	103	54,539



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# MultiDisplay™ Installation Instructions





**QT MultiDisplay™:**

*The MultiDisplay uses integrated circuit technology with no moving parts, this reliable counter displays gallons / liters, dollars and total price, meeting NIST and state requirements as an Auxiliary Display. It is not intended to be used as a replacement for the Primary Register on your fueling meter. The bright, non-glare red LED lenses make it easy to see for hundreds of feet, both day and night.*



## Table of Contents

General Information .....	4
Specs / Parts List .....	4
Tools Needed .....	4
Technical Support .....	4
Location of the MultiDisplay Unit .....	5
Install the power supply.....	7
Wiring.....	8
SiteMinder Setup .....	9
Mounting Brackets.....	10



## General Information

---

### Specs / Parts List

- MultiDisplay Unit
- Mounting Bracket
- Power Supply
- Ribbon Cable
- 4 conductor cable
- 4 wire nuts

### Tools Needed:

- Medium Phillips screwdriver
- Small standard screwdriver
- Wire stripper

### Technical Support

- Call 1-(303) 444-3590
  - Press 2 if out of service
  - Press 3 for non-emergency

## Location of the MultiDisplay Unit

Install the Multi-Display Unit at a location visible to your customers.

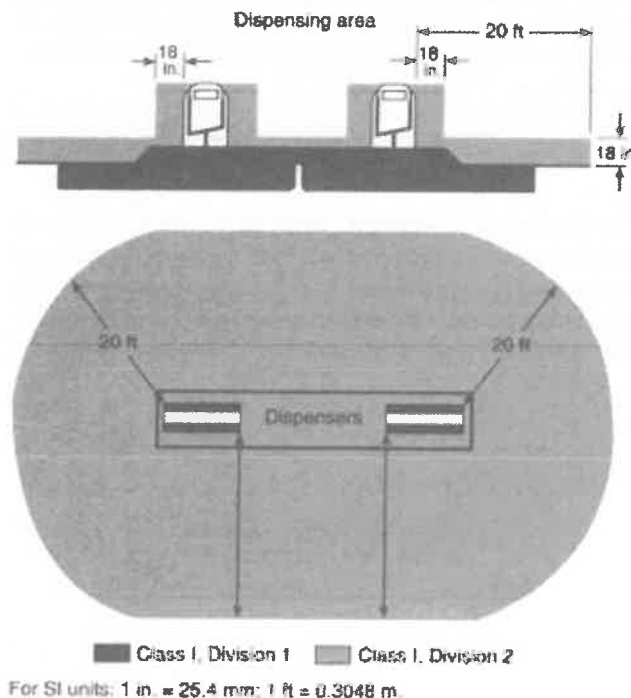
The MultiDisplay is a simple apparatus consisting of a combination of components and electronic circuitry which can be installed outside or above Class 1 Division 2. It is a non-sparking low temperature device containing

passive optoelectronic LEDs, and is incapable, under normal working conditions, of causing ignition of a flammable gas-air, vapor-air or dust-air mixture due to arcing or thermal means. It is an enclosed apparatus and does not contain any moveable parts, switches, sliding contacts, motors, generators, hot metals, batteries, fluorescent or incandescent lights. Therefore, we advise that the MultiDisplay can be considered as a nonincendive, simple apparatus for installation outside or above Class 1 Division 2.

**Refer to the NEC 511-7: Equipment Above Class 1 Locations, as well as your local jurisdiction for all equipment installations.**

**Refer to the NEC (National Electrical Code) Figure 514-2 diagram below.**

Class I Division II is the shaded area that is from 0 to 18 inches above the ground encompassing the fuel dispensing equipment in a 20-foot diameter surrounding the dispensing area as well as 18 inches around all sides of the actual dispensing equipment.

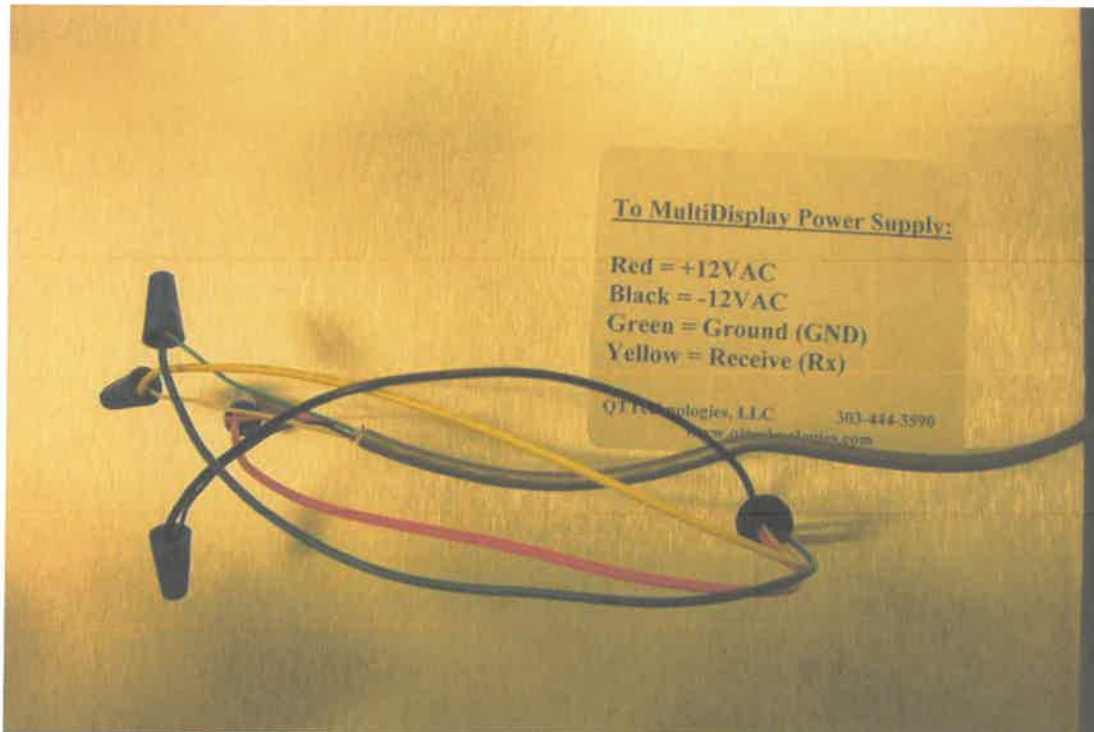


**\*Figure 514-2 Classified locations adjacent to dispensers as detailed in Table 514-2.**

*Figure — NEC Diagram for Informational Purposes only*

Mount the connected junction box and run conduit (if necessary) from it to the QTPod terminal. If conduit is run, a four-conductor shielded cable must be installed from the junction box to the QTPod terminal.

Use the supplied wire-nuts to make these connections inside the junction box.



**Wire-Nut Connections**

**Refer to NEC 511-6 Wiring in Spaces Above Class 1 Locations:**

All fixed wiring above Class I Locations must be in metal raceways, rigid nonmetallic conduit, electrical nonmetallic tubing, flexible metal conduit, liquid tight flexible metal conduit or liquid tight flexible nonmetallic conduit.



## Install the power supply

The MultiDisplay Unit power supply will mount on the left-hand side of the pedestal area using the four (4) 6-32 X 3/8 screws

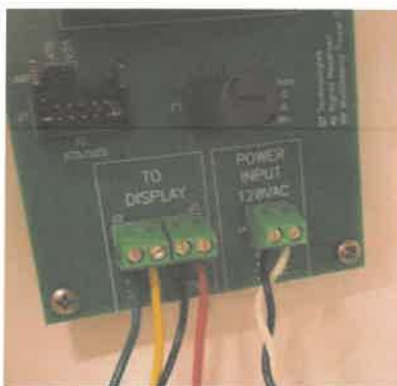


**Figure 1: MultiDisplay power supply mounted within pedestal**

The ribbon cable will be connected to the Moxa CPU box at the front connector Labeled P2.



Connect the black and white twisted AC wires. Connect the black (Line) wire to the top of the circuit breaker labeled "Power Supply". Connect the white (neutral) wire to the top of grey terminal block labeled "N".



## Wiring

The wires from the MultiDisplay Unit itself will need to be connected to the power supply mounted inside the pedestal. The red wire will go to the 12 VAC + and the black wire will go to 12 VAC -. The green wire will go to GND, and the yellow wire will go to RCV. If you are installing more than one MultiDisplay Unit, the four wires for each one will be connected in the same manner.



Figure 2: Power Supply Connections

## Siteminder Setup

Refer to the Siteminder manual for instructions on configuring the Terminal to support the MultiDisplay Unit(s).

## Mounting Brackets



Top or Bottom Bracket Mount



Side Mount



Back Mount

# QTpod<sup>TM</sup>

petroleum  
on demand

## INTRODUCING THE NEXT GENERATION OF SELF SERVE FUELING TERMINALS

*State-of-the-art communication platforms; cloud-based anywhere/anytime access; auto-dimming displays and backlit keypads for ease of use day or night; and an extremely low cost to operate and maintain*

### New Features Include:

- ← **NextGen Comms Lowers Operating Costs:**  
Cellular, Ethernet & Wi-Fi Capable for more cost-effective card processing. Save on processing fees and get rid of your expensive dedicated dial-up line!
- ← **Improved User Interface Including:** Large sunlight readable color display with auto-dimming and back-lit keypads.
- ← **Anywhere / Anytime Secure Access**  
Greater efficiency and convenience with Web-Based software application. Access unit from any device. Plus, real-time transaction reconciliation to help you better manage operations.
- ← **Automatic software updates**  
More uptime, fewer site visits and less spend on maintenance.
- ← **Able to Withstand Harshest Conditions**  
Rugged stainless steel construction is weather-proof and resists corrosion.
- ← **Easy to Upgrade / Cost-Effective**  
Fits on M-3000 footprint for easy upgrade installation, plus controls up to 8 pumps.



# M-4000 NEXTGEN<sup>TM</sup>

# M-4000 / THE NEXT GENERATION OF SELF-SERVE FUELING TERMINALS

## Why Self-Serve Terminals?

For many operators, self-serve fueling terminals enable the facility to offer around the clock fueling, capturing more revenue without increasing staffing costs. Self-serve terminals also enable you to focus line staff on tasks with higher margins, rather than stopping to fill 10-12 gallons.

## Improved User Interface

Significant advances to the user interface on the M-4000 make for an improved customer experience, day or night. For example, QTPod engineers included user-friendly features such as back-lit keypads to help users see the keypad while entering information at night. The unit also has a larger and brighter color display for easy viewing in bright conditions and includes auto-dimming capability for reduced glare in low-light conditions.

## Designed to withstand even the harshest conditions

QTPods's current customers span the continent and operate in some of the harshest and most unforgiving conditions. Consequently, the M-4000 was designed to resist driving rain, snow, sleet and salt water environments with its rugged stainless steel lockable cabinet that is not only weatherproof, but also corrosion resistant.

QTPod also designed it for remote locations so the maintenance and oversight of the device can be managed in the cloud, thereby reducing the need for on-sight visits, with the automatic software updates that can be uploaded anywhere and anytime.

## Easy installation / Control more

The new unit fits over the M-3000 footprint & controls up to 8 pumps.

## M-4000 Next-Generation Communications lowers costs

QTPod engineers designed the M-4000 with input from customers, distributors and end-users in mind. At the top of the list of was the need to eliminate reliance on decades-old dial-up modem technology for payment authorization and unit control. The M-4000 solves this problem with cellular, Wi-Fi and Ethernet-capable options for card processing, resulting in reduced communication costs while improving overall customer service and unmatched reliability.

## Why upgrade now?

It is expected that operators of existing self-serve fueling terminals will continue to face rising costs to run older devices. Increased communication costs for a dedicated phone line is just one example, however the processing rates for dial-up transactions are some of the most unfavorable offered. Communications costs are significantly less than the existing model and the M-4000 footprint fits exactly over the foundation of the older M-3000 model, greatly simplifying installation for upgrades. Additionally, the automatic software updates means less spend on maintenance and more up time for sales, plus the ability to control more pumps equates to fewer terminals to purchase and maintain overall.

## Order Now

The M-4000 is available from QTPod and quality distributors across North America. For more information, visit [QTPod.com](http://QTPod.com).



QTPOD | 2605 Trade Centre Ave. | Suite B | Longmont | CO | 80503  
888.412.5332 Option 4 | [Sales@QTPod.com](mailto:Sales@QTPod.com) | [www.QTPOD.com](http://www.QTPOD.com)

**QTPod**  
petroleum  
on demand

## **CONSTRUCTION / INSTALLATION AGREEMENT**

THE STATE OF TEXAS            )  
  )  
COUNTY OF CORYELL         )            KNOW ALL MEN BY THESE PRESENTS:

This Construction/Installation Agreement (the "Agreement") is made by and between **Innovative Fueling Solutions** (the "Contractor") and the **City of Gatesville, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

### **PURCHASE AND INSTALLATION OF ABOVE GROUND AIRPORT FUELING SYSTEM**

at the Gatesville Airport in the City of Gatesville, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by City of Gatesville or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written bid, the General Conditions of this Contract, the Special Conditions of this Contract, the payment and performance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

#### **A. Contract Documents and Order of Precedence**

The Contract Documents shall consist of the following documents:

1. this Construction/Installation Agreement;
2. properly authorized change orders;
3. the Scope of Services of this Contract (Attachment 1);
4. the OWNER's written notice to proceed to the CONTRACTOR;
5. the Contractor's Cost Bid (Attachment 3 HGAC Contract Pricing Worksheet);
6. the Performance and Payment Bonds; and,
7. any other materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction/Installation Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as



to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

**B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Eighty-Nine Thousand, Six Hundred, Fifty-Seven and 30/100 Dollars (\$89,657.30)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

**C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed in compliance with the Project Timeline (Attachment 2) and within \_\_\_\_\_ after the date of the Notice to Proceed for the project. Within thirty (30) additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction/Installation Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

**D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF GATESVILLE (OWNER) TOGETHER WITH ITS MAYOR AND CITY COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT CITY OF GATESVILLE (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY OF GATESVILLE (OWNER) TOGETHER WITH ITS MAYOR AND CITY COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES,**



**FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF GATESVILLE (OWNER), ITS MAYOR AND CITY COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF GATESVILLE (OWNER) FROM THE CONSEQUENCES OF CITY OF GATESVILLE'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.**

**IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

#### **E. Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or

subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance meeting all requirements and provisions outlined herein as Exhibit A shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

City of Gatesville  
Attn: City Manager

\_\_\_\_\_  
Gatesville, Texas \_\_\_\_\_

#### **F. Performance and Payment Bonds**

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (100%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The performance and payment bonds shall be issued in forms acceptable to the City of Gatesville City Attorney. Other performance and payment bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the contractor's warranty period after acceptance as described in this Construction Agreement.

The performance and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the City, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance and payment bonds upon City request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

#### **G. Progress Payments and Retainage**

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (10%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

#### **H. Withholding Payments to Contractor**

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

#### **I. Acceptance of the Work**

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

#### **J. Acceptance of Erosion Control Measures**

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

#### **K. Final Payment**

After all Work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

#### **L. Contractor's Warranty**

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final closeout but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the City. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken

without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

#### **M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the City the Contractor's agreement to comply with this provision with Contractor's bid.

#### **N. Energy Boycott**

In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87<sup>th</sup> Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

#### **O. Firearms**

In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87<sup>th</sup> Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller 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 the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

#### **P. Critical Infrastructure**

In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

#### **Q. Anti-Boycott Israel Verification**

In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more 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 signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

#### **R. Other Items**

The Contractor shall sign the Construction Agreement, and deliver signed performance and payment bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the City.



The Construction Agreement "effective date" shall be the date on which the City Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the City Council delegates the authority to the City Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the City Manager and City Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the City Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Dallas County, Texas.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If City Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the City Manager and City Secretary or their designees have signed the Construction Agreement. If the City Manager and City Secretary sign on different dates, then the later date shall be the effective date.

{Signatures on next page}

**INNOVATIVE FUELING SOLUTIONS**

**CITY OF GATESVILLE, TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

By: Bradley Hunt

Title: City Manager

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

Address: \_\_\_\_\_  
Gatesville, TX

Attested by: \_\_\_\_\_  
Holly Owens, City Secretary

## **EXHIBIT A STANDARD INSURANCE REQUIREMENTS**

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Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

### **1.0 GENERAL PROVISIONS**

- 1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Gatesville shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.
- 1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
  - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.
  - 1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

### **2.0 MINIMUM INSURANCE COVERAGE & LIMITS**

- 2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).
- 2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises,

operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

Contracts between \$0 and \$1,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for:  a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 each occurrence</li> <li>• \$2,000,000 general aggregate</li> <li>• \$2,000,000 Umbrella/ Excess Liability (follow-form)</li> </ul>	<p>City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage</p> <p>City to be provided a waiver of Subrogation</p>
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$1,000,000 aggregate or;</li> <li>• \$1,000,000 combined single limits</li> </ul>	City to be named as additional insured
3. Workers' Comp & Employers' Liability	<ul style="list-style-type: none"> <li>• Statutory Limits</li> <li>• \$1,000,000 each accident</li> </ul>	City to be provided a waiver of subrogation
4. Builders Risk Policy	<ul style="list-style-type: none"> <li>• 100% of construction total</li> </ul>	If Applicable
5. Other Coverages  a) Professional Liability b) E & O coverage c) Cyber Liability	<ul style="list-style-type: none"> <li>• To be determined by the City's Risk Manager on a per project basis</li> </ul>	If Applicable
Contracts between \$1,000,000 and \$8,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for:  a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	<ul style="list-style-type: none"> <li>• \$2,000,000 each occurrence</li> <li>• \$4,000,000 general aggregate</li> <li>• \$4,000,000 Umbrella/ Excess Liability (follow-form)</li> </ul>	<p>City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage</p> <p>City to be provided a waiver of Subrogation</p>

3. Workers' Comp & Employers' Liability	<ul style="list-style-type: none"> <li>• Statutory Limits</li> <li>• \$1,000,000 each accident</li> </ul>	City to be provided a waiver of subrogation
4. Builders Risk Policy	<ul style="list-style-type: none"> <li>• 100% of construction total</li> </ul>	If Applicable
5. Other Coverages  a) Professional Liability b) E & O coverage c) Cyber Liability	<ul style="list-style-type: none"> <li>• To be determined by the City's Risk Manager on a per project basis</li> </ul>	If Applicable

- 2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than \$1,000,000 per occurrence on a special form basis.
- 2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).
- 2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.
- 2.4.4 Insurance specifications for Contracts in excess of \$8,000,000 will be determined by the City's Risk Manager.
- 2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence.
- 2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).
- 2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.
- 2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.
- 2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than \$1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

### 3.0 **EVIDENCE OF INSURANCE**

- 3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.
- 3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.
- 3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**
- 3.6 **Certificate Holder shall be listed as follows: City of Gatesville, TX**

**ATTACHMENT 1**  
**SCOPE OF SERVICES**



**ATTACHMENT 2**  
**PROJECT TIMELINE**

**ATTACHMENT 3**  
**FEE SCHEDULE**

4937-3064-4294, v. 1

**CITY OF GATESVILLE  
RESOLUTION 2025-051**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS  
AWARDING A CONTRACT TO INNOVATIVE FUELING SOLUTIONS FOR  
PROVISION AND INSTALLATION OF AN ABOVE GROUND FUELING TANK  
SYSTEM, INCLUDING NEW FUEL PUMP AND HOSE REEL AND POINT OF SALE  
SYSTEM AT THE GATESVILLE AIRPORT FOR A TOTAL CONTRACT PRICE NOT  
TO EXCEED \$89,657.30; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE  
TO NEGOTIATE THE REMAINING TERMS OF AND TO EXECUTE SUCH  
CONTRACT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City sought bids for provision and installation of an above ground fueling tank system, including new fuel pump and hose reel and point of sale system at the Gatesville Airport (the “Project”); and

**WHEREAS,** one bid was received, that being from Innovative Fueling Solutions for a total bid of \$89,657.30, which bid, upon review, has been recommended for acceptance by the bid review committee; and

**WHEREAS,** the City Council has determined that Innovative Fueling Solutions was the lowest responsive and responsible bidder; and

**WHEREAS,** the City Council has further determined that the award of the contract for the Project to Innovative Fueling Solutions for a contract amount not to exceed \$89,657.30 is in the best interest of the citizens of Gatesville;

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

**Section 1.** The City Council of Gatesville, Texas hereby awards Innovative Fueling Solutions. the contract for the provision and installation of an above ground fueling tank system, including new fuel pump and hose reel and point of sale system at the Gatesville Airport for a total contract price not to exceed \$89,657.30;

**Section 2.** The City Manager or his designee is hereby authorized to negotiate all remaining terms of the contract awarded by this resolution and to execute the same on behalf of the City.

**Section 3.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Gatesville on the 27th day of May, 2025.

APPROVED:

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Gary Chumley, Mayor

ATTEST:

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Holly Owens, City Secretary

APPROVED AS TO FORM:

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Victoria Thomas, City Attorney



Date 5/27/2025

Agenda Item 9

Resolution 2025-052

## CITY COUNCIL MEMORANDUM FOR RESOLUTION

**To: Mayor & Council**

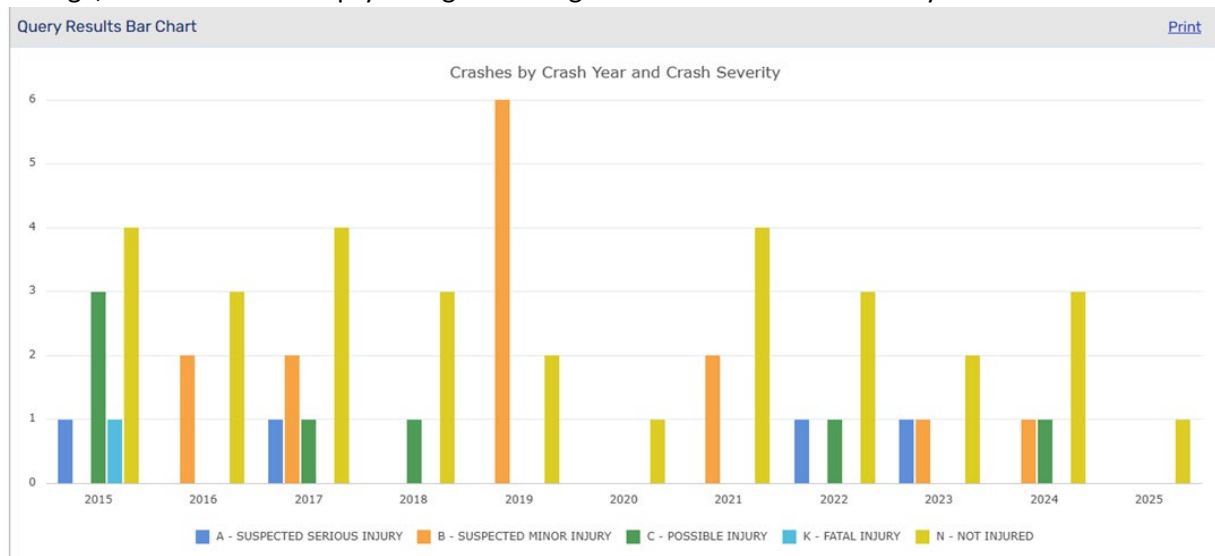
**From: Bradford Hunt, City Manager**

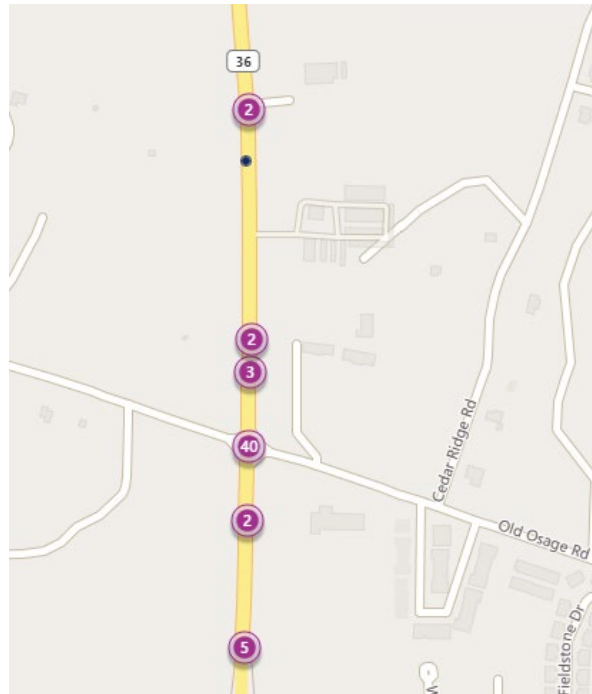
**Agenda Item: Discussion and possible action regarding Resolution 2025-052 to petition TXDOT to evaluate the intersection of SH 36 and Osage Road and consider implementing safety and operational improvements.**

### Information:

The intersection of State Highway 36 and Osage Road has proven to be a dangerous and deadly area for vehicular travel. It is therefore appropriate for the City of Gatesville to petition TXDOT to make necessary changes to ensure that residents, visitors, and travelers are not exposed to continuing risk of personal and property harm, or imminent death, at this intersection. As traffic on SH 36 and Osage Road are only expected to increase in the coming years, this issue will only get worse.

TXDOT statistics show an unacceptable history of crashes at this poorly-designed intersection. In 40 documented crashes in the past 10 years, there have been at least four serious injuries, 18 other types of injuries, and at least one death. Importantly, these statistics do not include close calls, crashes with minor damage, or the cultural and psychological damages inflicted on our community.





City Manager Hunt now proposes passage of the attached resolution, petitioning TXDOT to study the issue and propose solutions. Based on his experience, TXDOT's next steps would potentially be a traffic study and eventual proposal back to the city based on their own internal findings. At the very least, the City can formally put TXDOT on notice that we demand a change to the dangerous situation the intersection creates.

**Financial Impact:**

None currently

**Staff Recommendation:**

I recommend that the City Council pass **Resolution 2025-052** as written.

**Motion:** Motion to approve **Resolution 2025-052** to petition TXDOT to evaluate the intersection of SH 36 and Osage Road and consider implementing safety and operational improvements.

**Attachments:**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:**

That the above stated recommendation is hereby approved and authorized.

Date 5/27/2025

Agenda Item 9

Resolution 2025-052

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Gatesville, Texas, this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 *et seq.*

APPROVED

\_\_\_\_\_  
Gary Chumley, Mayor

ATTEST:

\_\_\_\_\_  
Holly Owens, City Secretary





Date 5/27/2025

Agenda Item 10 & 11

Ordinance 2025-012

## CITY COUNCIL MEMORANDUM FOR ORDINANCE

**To: Mayor & Council**

**From: Bradford Hunt, City Manager**

**Agenda Item: Discussion and possible action regarding Ordinance 2025-12, annexing 1.16 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas; and the north-adjacent 17.47 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas.**

**Information:** On December 10, 2024, the Council approved the entry into an agreement between the City and landowners near Gatesville Airport, Mr. and Mrs. Don Strieber. In short, the agreement involved the City assisting with clearing of trees and drainage issues on Strieber's land in exchange for their granting a 1.16-acre section to the City. City crews and Strieber's contractor finished the work, and the Strieber's filed the Warranty Deed with Coryell County to transfer the 1.16 acres.

This transferred parcel now abuts an existing City-owned 17.47-acre property to the north. Both parcels are outside the City Limits of Gatesville. To join the parcels with the existing airport property directly to the south, City Manager Hunt requests that both parcels be annexed into the City.

The City Charter requires an ordinance to be read on three separate occasions, and the first reading was May 13<sup>th</sup>. Tonight is the second reading and public hearing, with the third and final reading occurring June 10, 2025. Following a successful annexation, the next step will involve rezoning the property. Initially, the entire property will be zoned as "AG" (Agricultural).

**Financial Impact:** There is no current financial impact, other than City crews installing an access gate from existing airport property to the newly acquired parcel, leading to the 17.47-acre parcel (estimated cost: \$2,500).

**Staff Recommendation:** Staff's recommendation is to approve passing **Ordinance 2025-12** to the next meeting.

**Motion:** Move to pass **Ordinance 2025-012**, annexing 1.16 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas; and the north-adjacent 17.47 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas, **second reading** to the next meeting.

**Attachments:**

- Exhibits
- CAD map
- Draft Ordinance

## **ORDINANCE NO 2025-12**

**AN ORDINANCE ANNEXING APPROXIMATELY 1.16 ACRES SITUATED IN A WOOD SURVEY, ABSTRACT NO. 1062, CORYELL COUNTY, TEXAS; AND THE NORTH-ADJACENT 17.47 ACRES SITUATED IN A WOOD SURVEY, ABSTRACT NO. 1062, CORYELL COUNTY, TEXAS, EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SUCH PROPERTY WITHIN THE CITY'S CORPORATE LIMITS; GRANTING TO ALL THE INHABITANTS AND OWNERS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, §43 of the Texas Local Government Code authorizes the City of Gatesville, Texas, an incorporated city, to engage in the annexation of territory, subject to the laws of this state, and

**WHEREAS**, the annexation of approximately 1.16 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference, and

**WHEREAS**, the north-adjacent 17.47 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas and being more particularly described and depicted in Exhibit "B" attached hereto and incorporated herein by this reference, and

**WHEREAS**, the notices and public hearings required by Chapter 43, Texas Local Government Code and other applicable law have been given and conducted; and

**WHEREAS**, the Property lies adjacent to the existing corporate limits of the City of Gatesville, Texas and is located within the exclusive extraterritorial jurisdiction of the city of Gatesville, Texas; and

**WHEREAS**, the requirements and procedures prescribed by the Texas Local Government Code and the Charter of the City of Gatesville, Texas, and the laws of this state for annexation of the Property have been duly followed; and

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

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

**SECTION 1.** Based on the findings of fact set forth in the recitals above, which are found to be true and correct and are incorporated herein as if set forth in full, the Property is hereby annexed into the corporate limits of the City of Gatesville, Texas.

**SECTION 2.** The boundary limits of the City of Gatesville shall be and the same are hereby extended to include the Property within the City's corporate limits and the territory described herein shall be and is hereby included within the corporate limits, subject to all the acts, ordinances, resolutions, and regulations of the City. The inhabitants of the Property shall hereafter be entitled to all the rights and privileges of other citizens of the City of Gatesville and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

**SECTION 3.** To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Gatesville governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

**SECTION 4.** All provisions of the ordinances of the City of Gatesville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 6.** The City Secretary is hereby directed to file with the County Clerk of Coryell County Texas, a certified copy of this ordinance.

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

The foregoing Ordinance No. 2025-12 was read the first time and passed to the second reading  
this 13th day of May 2025.

The foregoing Ordinance No. 2025-12 was read the second time and passed to the third reading  
this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

The foregoing Ordinance No. 2025-12 was read the third time and was passed and adopted as an  
Ordinance to the City of Gatesville, Texas, this this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

BY: \_\_\_\_\_  
GARY M. CHUMLEY, MAYOR

ATTESTED:

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HOLLY OWENS, T.R.M.C.  
CITY SECRETARY

## EXHIBIT "A"

BEING all of that certain 1.163 -acre tract of land located in Coryell County, Texas out of the Alfred Woods Survey, Abstract No. 1 055 and being a portion of a 90.719 acre tract of land conveyed to Donald R. Strieber et ux 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 SO 1-34-1 SW 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 1/2" 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 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 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 et ux, by deed recorded in the (DRCCT) Document No. 261 405, 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.

EXHIBIT "B"

BEING a 17.466 Acre parcel of land situated in the A. Wood Survey, Abstract No. 1062, Coryell County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a 6-inch cedar fence post (control monument) being the Southwest corner of said 120.106-acre tract and also being a Northeasterly inner corner of a tract of land described in the deed to Donald R. Strieber et ux, recorded in Document No. 147313, Deed Records, Coryell County, Texas;

THENCE North 36 degrees 39 minutes 30 seconds East, a distance of 300.46 feet to a 5/8-inch Huitt-Zollars capped steel rod being the Northeast corner of said Strieber tract and Southeast corner of a tract of land described in a deed to Shoaf, John & Ginny recorded in Document No. 261405 Deed Records, Coryell County, Texas;

THENCE North 02 degrees 43 minutes 54 seconds East, a distance of 225.00 feet to a 5/8-inch Huitt-Zollars capped steel rod;

THENCE North 10 degrees 18 minutes 55 seconds East, a distance of 216.67 feet to a 5/8-inch Huitt-Zollars capped steel rod;

THENCE North 17 degrees 35 minutes 05 seconds West, a distance of 219.44 feet to a 5/8-inch Huitt-Zollars capped steel rod;

THENCE North 01 degrees 28 minutes 02 seconds West, a distance of 80.55 feet to a 5/8-inch Huitt-Zollars capped steel rod;

THENCE South 89 degrees 48 minutes 20 seconds East, a distance of 790.53 feet to a 5/8-inch Huitt-Zollars capped steel rod;

THENCE South 08 degrees 43 minutes 31 seconds West, a distance of 1011.19 feet to a 5/8-inch Huitt-Zollars capped steel rod;

THENCE North 89 degrees 48 minutes 20 seconds West, a distance of 114.55 feet to a 5/8-inch Huitt-Zollars capped steel rod;

THENCE South 00 degrees 09 minutes 04 seconds West, a distance of 171.95 feet to a 3/8-inch steel rod found (control monument) being the most Easterly Northeast corner of said Strieber tract on the South line of said tract;

THENCE North 73 degrees 16 minutes 49 seconds West, a distance of 712.82 feet to the POINT OF BEGINNING and embracing 760,798 Square Feet or 17.47 Acres of Land.

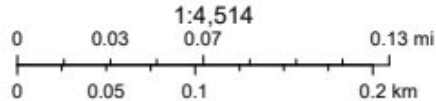


# Coryell CAD Web Map



5/2/2025, 8:06:07 AM

 Parcels  Abstracts  City Limits



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Maxar

Coryell Central Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



Date 5/27/2025

Agenda Item 12

Ordinance 2025-011

## CITY COUNCIL MEMORANDUM FOR ORDINANCE

**To: Mayor & Council**

**From: Holly Owens, City Secretary**

**Agenda Item: Discussion and possible action to consider Ordinance 2025-011, abandoning a portion of Mesquite Street.**

**Information:** Richard and Cynthia Moore approached the City of Gatesville to obtain property located to the north of their property located at 902 S. Lovers Lane. Mesquite Street is platted, but it is an undeveloped right-of-way. The property was originally platted in 1956 as “Mesquite Street” within the Logan Subdivision. The street is identified on the plat as a 40-ft. right-of-way running from S. Lovers Lane to the edge of the subdivision, approximately 425-ft. in length. Mr. & Mrs. Moore would like to purchase the portion between S. Lovers Lane and Clover Street. Although the right-of-way was dedicated within the Logan Subdivision, the street was never constructed, and City Staff have determined that there is no apparent utility infrastructure constructed within the dedicated right-of-way.

The City of Gatesville, Article 2 “Powers of the City”, establishes the general powers of the City including, but not limited to, the power to sell, lease, hold, manage, control and police any property now owned by the City. Although this power of the City is identified in the City Charter, the process to abandon and sell City right-of-way is not specified within the Charter but rather is outlined in the Texas Transportation Code and Texas Local Government Code.

### Texas Transportation Code, Chapter 311, Section 311.007

Texas Transportation Code, Chapter 311, Section 311.007 states that A home-rule municipality may vacate, abandon, or close a street or alley.

### Texas Local Government Code, Chapter 272, Section 272.001

TLGC Chapter 272, Section 272.001, Subsection (b), with certain specific requirements, exempts the sale of streets or alleys, owned in fee or used by easement from the public notice and bidding requirements associated with other public property.

In order to be exempt from such notice requirements the land must not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple.

TLGC Chapter 272, Section 272.001, Subsection (c), provides that the land or interests ... may be sold to: (1) abutting property owners in the same subdivision if the land has been subdivided; or (2) abutting property owners in proportion to their abutting ownership, and the division between owners must be made in an equitable manner.

Taking into account the state law references listed above, along with the guidance from the City Attorney and the available information regarding the subject property, Staff concludes that the City may choose to vacate the right-of-way originally platted as Mesquite Street.

**Requirements:**

1. An agreement has been signed by both the City Manager and Mr. & Mrs. Moore.
2. Mr. & Mrs. Moore have supplied the City with a current survey of the property.
3. Public Notice has been published in the Gatesville Messenger (May 3<sup>rd</sup>) advertising the Public Hearing.
4. Letter mailed to all owners abutting the right-of-way. No responses were received.
  - a. Richard Hall – 808 S. Lovers Lane (PID 113028)
  - b. Wayne & Mary Songer – Clover Street (PID 149444)
5. Vacation Ordinance which requires three readings per City Charter.
6. Vacation Ordinance filed in the official Public Records of Coryell County.

The first reading and public hearing was heard on May 13<sup>th</sup> with no requested changes. This is the second reading.

**Financial Impact:** There is no financial impact.

**Staff Recommendation:** Staff recommends passing the second reading to the next meeting for the third and final reading. Once ownership is transferred to Mr. & Mrs. Moore, it will be added to the tax roll.

**Motion:** Move to pass **Ordinance 2025-011**, abandoning a portion of Mesquite Street, **second reading** to the next meeting.

**Attachments:**

- Survey
- CAD map
- Signed agreement
- Draft Ordinance







Richard & Cynthia Moore  
902 S Lovers Lane  
Gatesville, TX 76528

RE: Mesquite Drive Abandonment

Mr. & Mrs. Moore,

The City of Gatesville City Staff agree to present and recommend to the City Council of the City of Gatesville the abandonment of the City's interest(s) in the section of property located between Clover Drive and S Lover's Lane as shown on Exhibit "A" attached hereto and incorporated herein by this reference to you as a abutting property owner, subject to satisfaction of the following pre-conditions:

1. Mr. & Mrs. Moore will conduct a survey of the property at his expense and provide the survey and legal description to the City;
2. Line locates will be conducted to ensure there are no utility lines.

Mr. & Mrs. Moore understands that to the extent that there are any existing public or private easements or rights-of-way of any type on the property to be abandoned which are owned or in favor of anyone other than the City, those will remain on the property.

Upon satisfaction of the above-stated pre-conditions, the City of Gatesville will notify all property owners that abut the abandoned property as required by TLGC Chapter 272, Section 272.001, Subsection (c) and will thereafter conduct a public hearing regarding abandonment of the property prior to consideration of action to abandon the property by Ordinance which requires three (3) readings per City Charter.

Richard Moore  
Richard Moore, Owner

Cynthia Moore  
Cynthia Moore, Owner

**Digitally signed 4/11/2025; 6:40 PM**

  
Brad Hunt, City Manager

Exhibit A is attached.



**ORDINANCE 2025-11**

**AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, VACATING AND ABANDONING A PORTION OF AN UNDEVELOPED RIGHT-OF-WAY KNOWN AS MESQUITE STREET IN THE LOGAN SUBDIVISION; AUTHORIZING THE CONVEYANCE OF SAID RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNERS, RICHARD & CYNTHIA MOORE; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the property commonly known as Mesquite Street was originally platted in 1956 as a 40-foot-wide right-of-way within the Logan Subdivision, extending approximately 425 feet in length from South Lovers Lane to the edge of the subdivision; and

**WHEREAS**, the portion of Mesquite Street between South Lovers Lane and Clover Street (hereinafter “the Subject Property”) remains an undeveloped right-of-way and has never been improved or used for vehicular access or utility infrastructure as described in “Exhibit A”; and

**WHEREAS**, the City of Gatesville has verified, through City Staff review, that there is no known existing or planned public utility infrastructure within the Subject Property; and

**WHEREAS**, Richard & Cynthia Moore, as abutting property owners, have requested to purchase the Subject Property, and have provided the City with a current survey of the proposed area; and

**WHEREAS**, pursuant to the Texas Transportation Code, Chapter 311, Section 311.007, the City of Gatesville, as a home-rule municipality, has the authority to vacate, abandon, or close a public street; and

**WHEREAS**, pursuant to the Texas Local Government Code, Chapter 272, Section 272.001(b) and (c), the City may sell abandoned street rights-of-way to abutting property owners in a subdivision without requiring public notice or bidding, provided such transfer is made for fair market value or to the fee simple owner of the underlying land; and

**WHEREAS**, Richard & Cynthia Moore are the owners of the fee interest in the property underlying and abutting the Subject Property and meet the criteria for such conveyance under state law; and

**WHEREAS**, an agreement for the sale and conveyance of the Subject Property has been duly executed by the City Manager and Richard & Cynthia Moore, in accordance with applicable laws and regulations; and

**WHEREAS**, the City published public notice of a public hearing regarding the proposed vacation in the *Gatesville Messenger* on May 3rd, in compliance with local practice; and

**WHEREAS**, notice of the proposed vacation was mailed to all abutting property owners, and no objections or responses were received; and

**WHEREAS**, the City Charter requires that this ordinance be read at three separate regular meetings of the City Council;

**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 and incorporated herein by this reference.

**SECTION 2.** The City of Gatesville hereby vacates and abandons the portion of the undeveloped right-of-way known as Mesquite Street, as shown on the original Logan Subdivision plat, lying between South Lovers Lane and Clover Street, approximately 425 feet in length and 40 feet in width, subject to the conveyance to Richard & Cynthia Moore.

**SECTION 3.** The City Manager is hereby authorized to execute all documents necessary to convey the Subject Property to Richard & Cynthia. Moore in accordance with the executed agreement and in compliance with Texas Local Government Code § 272.001. Said conveyance shall be made for fair market value or to the underlying fee simple owners, in accordance with state law.

**SECTION 4.** 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 5.** 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 public notice of the time, place and purpose of this meeting was given as required by law.

**SECTION 6.** This Ordinance shall become effective immediately upon its passage and approval.

The foregoing **Ordinance No. 2025-11** was read the first time and passed to the second reading this **13th day of May 2025.**

The foregoing **Ordinance No. 2025-11** was read the second time and passed to the third reading  
this \_\_\_\_ **day of** \_\_\_\_\_ **2025**.

The foregoing **Ordinance No. 2025-11** was read the third time and was passed and adopted as an  
Ordinance to the City of Gatesville, Texas, this \_\_\_\_ **day of** \_\_\_\_\_ **2025**.

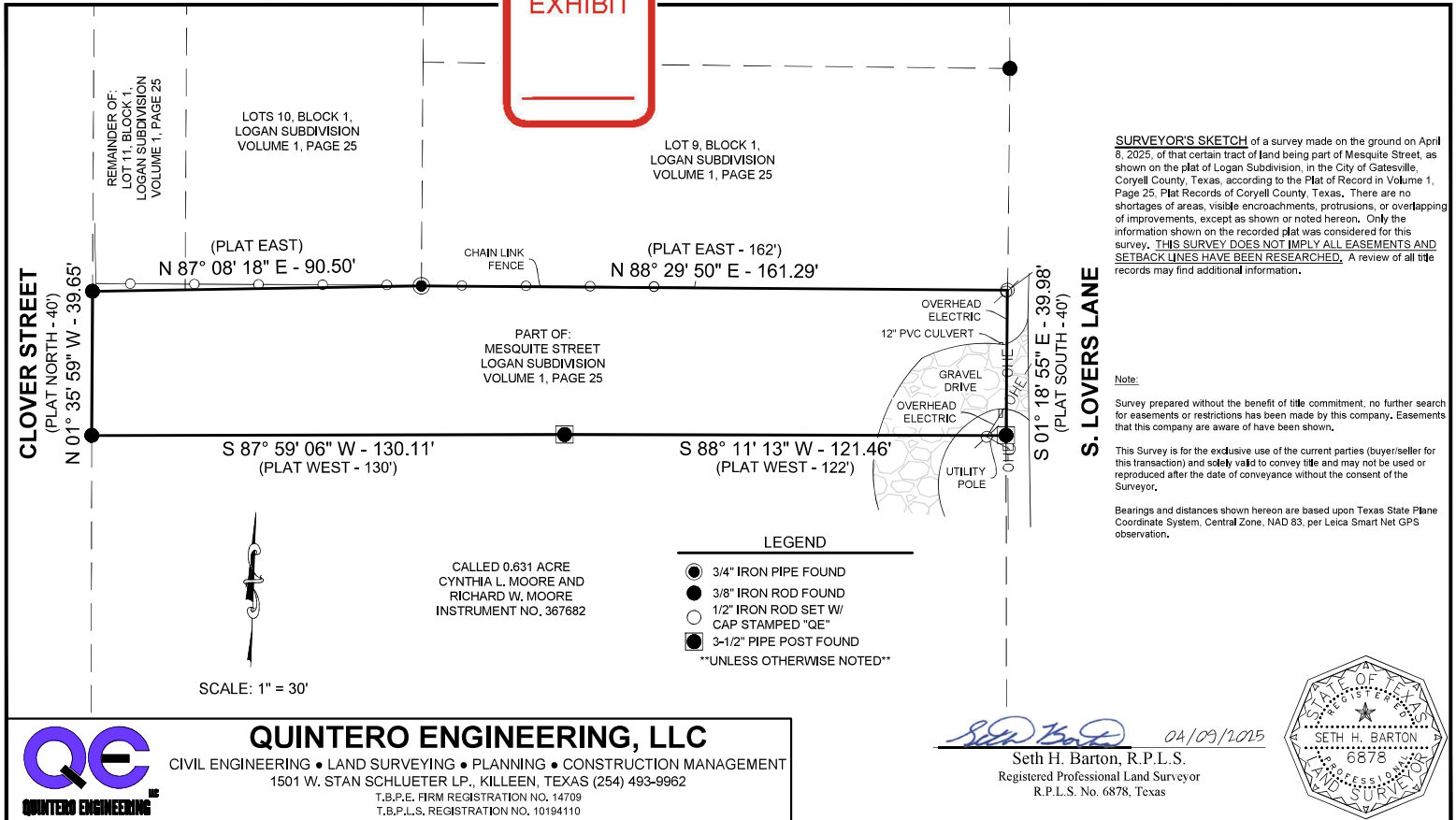
BY: \_\_\_\_\_  
GARY M. CHUMLEY, MAYOR

ATTESTED:

\_\_\_\_\_  
HOLLY OWENS, T.R.M.C.  
CITY SECRETARY



EXHIBIT



This survey provided solely for the use of the current parties and no license has been created, expressed or implied to copy the survey except as necessary in connection with this original transaction, which shall take place within 90 days of the completion of the survey.



Date 5/27/2025

Agenda Item 13

## **CITY COUNCIL MEMORANDUM**

**To: Mayor & Council**

**From: Bradford Hunt, City Manager**

**Agenda Item: City Manager's Report**

**Information:** The purpose of this report is to keep the public, city council, and staff informed about ongoing projects and initiatives. Please see the attached report.

# CITY MANAGER REPORT TO CITY COUNCIL

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MAY 27, 2025



# WELCOME

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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.

Please call me at 254.220.4628, or email me at [bhunt@gatesvilletx.com](mailto:bhunt@gatesvilletx.com), if you have any questions about any of the information provided herein.

Thank you,  
Bradford Hunt  
City Manager





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- City Manager Update
  - City-Wide Staffing Report
  - Current Projects
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  - Development
- Department Updates
  - Public Works
  - Police Department
  - Fire Department
  - Parks and Recreation
  - Library, Civic Center, Auditorium, Airport
  - City Hall
  - City Secretary, Permits & Code Compliance
- Upcoming Community Events

# CITY MANAGER UPDATE: CITY-WIDE STAFFING REPORT

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- Employment Rate: 97.3%
- Open positions: 3 FTEs, 1 PT, 0 Seasonal
- Police Department:
  - 1 Police Officer (FTE) – multiple candidates on waiting list
  - 2 Dispatcher (FTEs) – 1-2 candidates identified
- Library:
  - 1 Library Clerk (PT)

# CITY MANAGER UPDATE:

## CURRENT PROJECTS

---

- TDEM/FEMA process – projects beginning
- Development inquiries / meetings – 4-5 this month
- A.I. policy and training implemented
- Leadership training - 8 hours for all supervisors  
June 17
- 1<sup>st</sup> meeting with realtor occurred May 23
- Parks Master Plan finalized, part of Budget Retreat
- Lakewood sewer main re-route plans finalized
- BUDGET RETREAT MAY 30
- CIP for Hughes Unit EST resubmitted to Congressman Carter's Office
- LOI under review by Coryell Hydropower
- PD building plan amendments continuing
- Cross walk at Coryell Health – under construction
- Angle parking on 7<sup>th</sup> & 6<sup>th</sup> Streets – in progress
- Potential letter to TXDOT re: SH36 / Osage



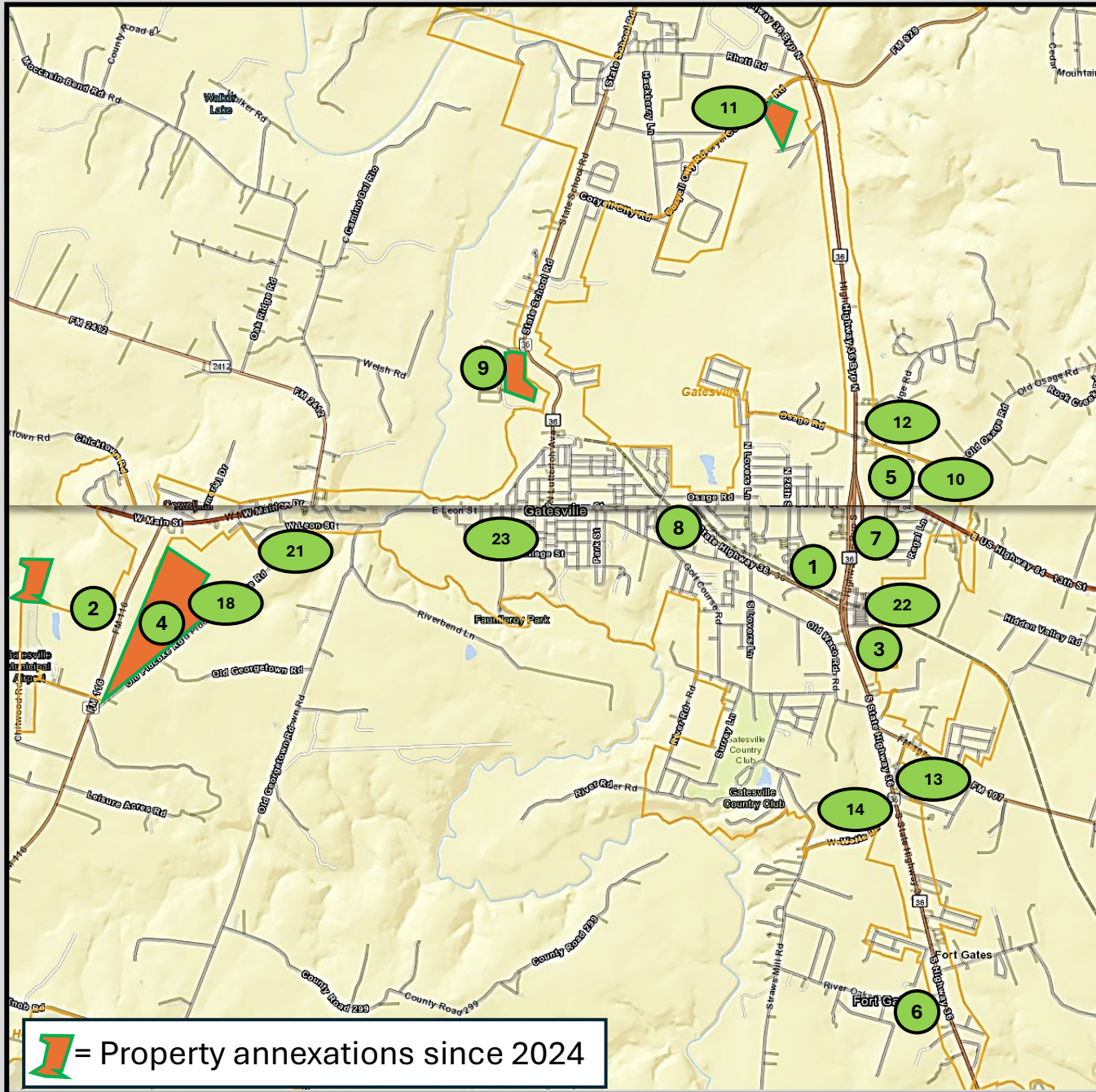
# CITY MANAGER UPDATE:

## PROCEDURES & POLICIES ISSUED/AMENDED BY CM SINCE MAY 2024

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- A.I. Policy
- Court SOP
- Cemetery Ordinance
- City Hall Personnel Assignments (Permit Tech position filled)
- Hiring SOP
- Executive Leave SOP
- Attendance Policy
- Special Event SOP
- Essential Personnel Policy
- School Zone Ordinance
- Alarm Ordinance
- Vehicle Inspection SOP
- Notification Matrix SOP

# City of Gatesville Development Update May 2025



1. “Heaven’s” coffee shop – construction phase
2. Laerdal warehouse expansion – complete
3. Gatesville Crossing condos – sewer easement pending
4. TBD subdivision – pre-planning phase
5. Oso Clean Car Wash – construction phase
6. 5-suite office/retail center – construction phase
7. Starbucks coffee shop – construction phase
8. TBD coffee shop – platting phase
9. Washburn duplexes – permits pending
10. Parkview duplexes – permits pending
11. RV park –pre-con & permits pending
12. TBD 26-unit apartments, seniors 60+ - planning phase
13. TBD small warehouse – pre-planning phase
14. Motel re-open/remodel – permits pending
15. TBD urgent care clinic – inquiry
16. TBD fast food – inquiry
17. TBD fast food (pizza)– inquiry
18. TBD townhomes – pre-platting
19. TBD national chain hotel – inquiry
20. TBD 100 mid-high range homes ¼ acre lots – inquiry
21. TBD SF homes x8 – pre-platting
22. TBD fast food inside Walmart – pre-permitting
23. Boutique(s) downtown – permitting

15 16 17 19 20



# DEPARTMENT UPDATE:

## PUBLIC WORKS, OVERALL

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- PW Director:
  - Chad Newman
- Water Distribution & Street Maintenance:
  - Dale Allen
- Water Production:
  - Zeb Veazey
- Wastewater:
  - Bobby Buster
- Fleet Maintenance:
  - Derek Lawrence
- Projects
  - Stillhouse WWTP
  - Lakewood Force main reroute
  - FEMA Projects at Stillhouse, Leon WWTPs
  - Kalyn drainage swale
- Current Activity:
  - Marking lines for fiber internet subcontractors
  - Special projects at Kalyn, others
  - Downtwon feeder road overlays
- 3-Month Look-Ahead:
  - Lakewood reroute project
  - Downtown feeder street & Marshall St. overlays
  - FEMA
- Long-Term:
  - 5-year CIP for public works + Master Plans

# DEPARTMENT UPDATE:

## PUBLIC WORKS, STREET DEPARTMENT

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- Projects:
  - Mowing, street sweeping, open hole repairs.
- Monthly Report:
  - Open hole pavement repair- 19 open holes repaired for the month of April.
  - Streets Cleaned with Sweeper truck- All of Creek Cliff, Westview Drive, Myrtle.
- 3-Month Look-Ahead
  - Overlaying downtown feeder streets along main street with hot mix asphalt

# DEPARTMENT UPDATE:

## PUBLIC WORKS, WATER DISTRIBUTION / SEWER COLLECTIONS

---

- Monthly Report:
  - 3 water main leaks
  - 10 service leaks
  - Unstopped 13 sewers.
  - 1 sewer tap
  - 4 new water taps at 101 Westwood park, 1605 Mills st, 168 Chantry, 162 Chantry.
- 3-Month Look-Ahead:
  - Start replacing the city owned galvanized service lines from our required Lead service line inventory report mandated through TCEQ.
  - Lakewood force main reroute project.

# DEPARTMENT UPDATE:

## PUBLIC WORKS, WATER PRODUCTION

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- Production Plant:
  - The device net module and the Stratix module in the filters 5 & 6 SCADA cabinet failed and were replaced.
  - Walker Partners, B5 and Axis have been onsite since mid-April for the sandblast and recoat of clarifier #1. Weather permitting, the work should be completed by June 6th.
  - Both 6,000-gallon coagulant bulk tanks have been drained and vacuumed out with Wastewater departments Vac truck, rinsed three times and returned to service.
  - The sample supply and return line has been replaced from the 30" finished water manifold to the P.O.E ( point of entry) disinfection analyzer.
  - Clarifier #3 was temporarily taken offline to repair a trough and weirs that broke away from the mounting brackets.
  - The 2024 CCR was completed and delivered to the wholesale customers before April 1st deadline.
- 3-Month Look-Ahead:
  - The Chlorine Dioxide Carrier Line has exceeded its service life and failed again. Construction will begin within two weeks to replace the line, injection point and vault. The project is expected to take a week to complete and will be done by Water Distribution and Water Production staff after all materials are on site.
  - Remove wet sludge from Lagoon #1 during the month of June.
  - We will be moving all out of service equipment and unused materials from the Raw Water Intake Pump Station by boat back to the plant to be scrapped or disposed of.



# DEPARTMENT UPDATE:

## PUBLIC WORKS, WASTEWATER TREATMENT

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- Stillhouse WWTP:
  - Expansion project
  - Sent RAS pump #2 to Jurgensen for repair.
  - RAS pump #1 is back from repair and installed.
  - Swapped SO system over to the new induction system.
  - Worked on outfall valve for pump #2.
  - Doing daily test and Bio-Chem samples.
  - Run belt press & clean daily
- Future Plans:
  - Repair conveyer for biosolids
  - Start degreasing and cleaning lift station
  - Work on lowering blankets in clarifiers
  - Remove log jam at Leon( FEMA Project)
- Leon WWTP:
  - Daily test of PH, CL2.
  - Run the belt press & clean daily.
  - Moved sludge to drying beds.
  - Mowed inside and outside of the plant.
  - Raked the drying beds.
  - Washed and HTH both clarifiers.
  - Washed Vaults once a week.
  - Drained CL2 contact
  - Checked all pumps and motors daily.



# DEPARTMENT UPDATE:

## PUBLIC WORKS, FLEET MAINTENANCE

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- Fleet Status:
  - No vehicles currently out of service
- Monthly Report:
  - Oil changes- Tractor for parks and unit 412
  - Replaced transmission on hustler x-one for Parks
  - Replaced O2 sensor on code enforcement truck
  - Replaced clutch on 60" hustler for Parks
  - Replaced tires on unit 418, street backhoe, 20 foot trailer street dept., unit 423, sewer vac truck, unit 412, street dept half ton, patch truck, Polaris, Water pro I truck.
  - Replaced the blower motor on the 07 freightliner and the hvac control panel.
  - Put new batteries on street dept dually and loader.
  - Put a new step on the 07 freightliner.
  - Worked on brush truck #2

# DEPARTMENT UPDATE: POLICE DEPARTMENT

## Administrative Bureau

Personnel Summary	Budgeted	*Actual	Lmt/FMLA
Sworn Law Enforcement	19	18	0
Non-Sworn	12	11	0
Total	31	29	0

Property & Evidence	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Items Disposed	34		110		
Items Received	15		62		
Total # of Items	15		1978		

Records Unit	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Open Records Requests	116		423		

False Alarm Program	April 2025	April 2026
Total number of alarms	18	
Total number of FALSE alarms	12	
Total balance of delinquent accounts (Past 30 Days)	\$2375.00	

# DEPARTMENT UPDATE:

## POLICE DEPARTMENT

---

### Patrol Bureau

Use of Force Report	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Total # of Use of Force Incidents	0		0		
Computer Aided Dispatch	April 2025	April 2026	2025 YTD	2026 YTD	YTD %
Calls for Service	527		1905		
Self-Initiated Activity	1882		6403		
Total Events	2409		8308		
Activities	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Total Arrests (# of Offenders)	39		118		
Misdemeanor	34		96		
Felony	19		51		
Class C	2		26		
Federal	0		0		
Total Offense Charges	55		173		
Department Traffic Enforcement	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Citation (Tickets)	64		285		
Citation Charges	89		353		
Citation Warnings	245		898		
Traffic Stops (CAD data)	278		1057		
DWI Arrests	1		4		
Accidents Reported by Officers (CRIS)	9		32		
Accident Exchange Information	9		48		
Fatality Accident	0		0		

# DEPARTMENT UPDATE:

## POLICE DEPARTMENT

---

Animal Services					
Administrative Activities	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Calls for Service	129		432		
Warnings	0		6		
Citations	2		7		
Criminal Investigations	0		1		
Dogs	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Field Intake	12		69		
Total Dogs Received	12		69		
Reclaimed	9		36		
Adopted	2		29		
Transferred Out	3		10		
Total Live Outcomes	14		69		
Euthanized	0		2		
Died in Shelter	0		0		
Total Dogs Euthanized	0		2		
Cats	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Field Intake	13		62		
Total Cats Received	13		69		
Reclaimed	1		1		
Adopted	2		18		
TNR	13		49		
Transferred Out	2		5		
Total Live Outcomes	18		74		
Euthanized	0		0		
Died in Shelter	0		0		
Other (Wildlife/Livestock)	April 2025	April 2026	2025 YTD	2026 YTD	% Changed
Intake	0		0		
Released to Owner (Livestock)	0		0		
Released (Wildlife)	6		11		
Euthanized	1		2		



# DEPARTMENT UPDATE: POLICE DEPARTMENT



# DEPARTMENT UPDATE:

## FIRE DEPARTMENT

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- Chief Vaden retiring at end of 2025
- Engine 3
- Call load = about 3 calls per day, busy time of year

# DEPARTMENT UPDATE:

## PARKS & RECREATION

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**Seth Phillips**

Parks & Recreation Director

**Marte Bailey**

Athletics/Aquatics

**Patrice Gilbert**

Fitness

**Levi Cole**

Maintenance Supervisor

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# *Overview*

## **ONGOING PROJECTS**

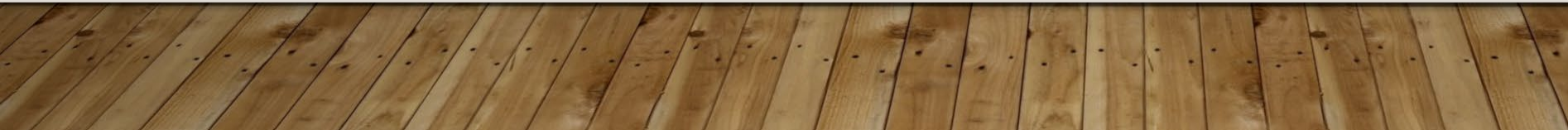
- Faunt Le Roy Park lower portion reopened (April 11)
  - Restroom repairs will be completed by May 16
- Parks Master Plan
- Sports Complex field maintenance and repairs
- Ronnie Viss Gazebo
- NFC Recreation Center Agreement

## **UPCOMING EVENTS**

- Keep Gatesville Beautiful Spring Clean (May 10)
- Summer Sounds (May 31, June 28, July 26, August 30, September 27)
- Texas Teen Age District Tournaments (June 16-27)
- Texas Teen Age State T-Ball Tournament (June 30-July 4)

Department  
Update:

Parks &  
Recreation

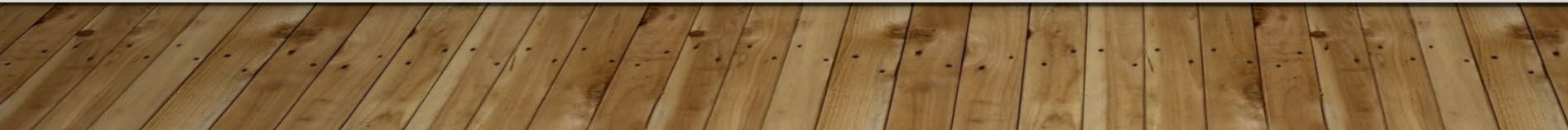


# *Athletics*

- Youth Baseball/Softball begins on April 14
  - League games (April 14-June 13)- Monday, Tuesday, Thursday, Friday
- Youth Baseball/Softball Tournaments
  - 22 scheduled select tournaments (April 5-December 14)
  - Texas Teen-Age District Tournaments (June 16-27)
  - Texas Teen-Age State T-Ball Tournament (June 30-July 4)
  - National Championship Sports/Small Town Select Tournaments (April 12-13, April 19, April 26-27)
    - 68 Teams, 4,224 attendees (5-day total)

Department  
Update:

Parks &  
Recreation

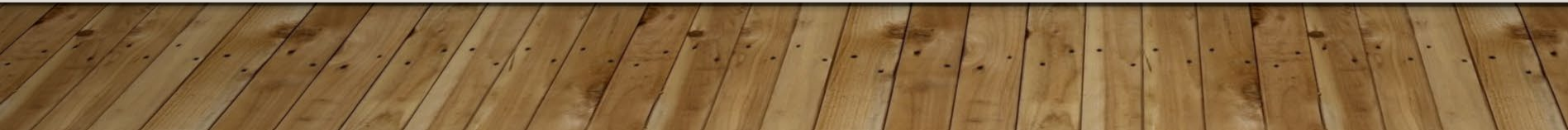


# *Aquatics*

- Lifeguard Registration- January 21-April 25
- We currently have 27 applications
- Lifeguard certification classes- April 22-May 11
- Swimming Pool opens on May 24
- Pool party and swim lesson reservations begin on May 1
- Splash Pad opened on May 1

Department  
Update:

Parks &  
Recreation



# *Fitness Center*

Department Update:

Parks & Recreation

## Membership

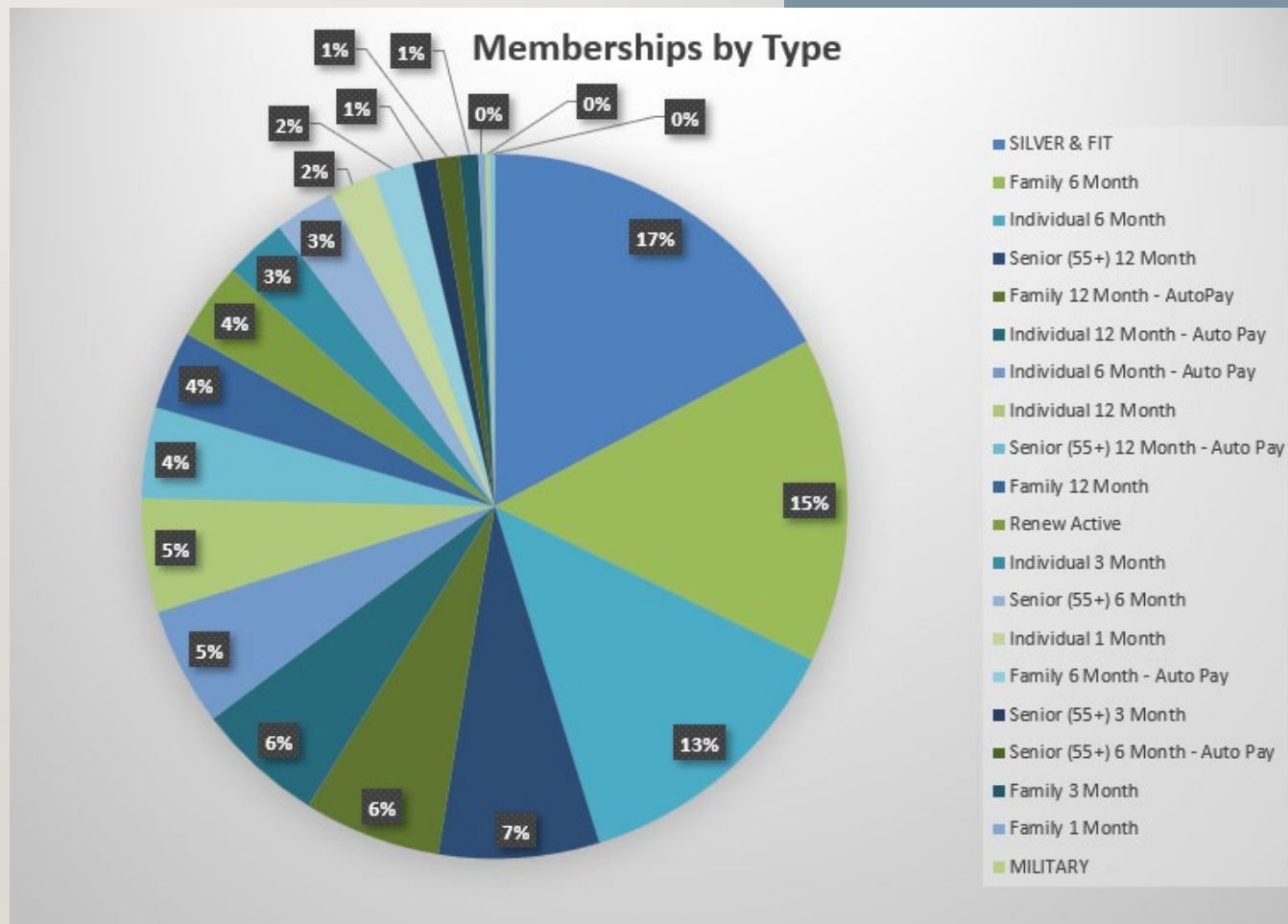
- 938 Memberships
  - 1,632 Members
- 4,481 Member visits

## Group Exercise

- 104 Classes
- 936 Class participants

## Sales - \$19,031.80

- \$1,682.76 – Retail
- \$14,660.54 - Memberships, passes, lockers, etc.
- \$2,688.50 – Insurance Reimbursement (received back payment from one of the companies who had a system update)

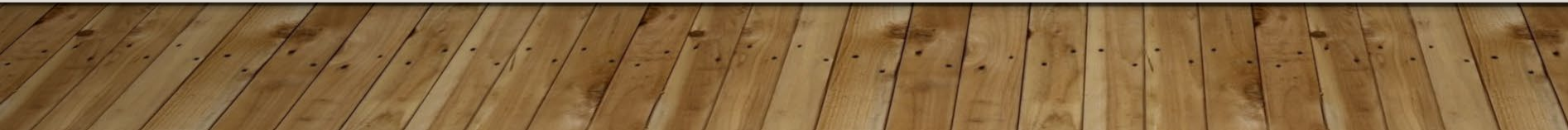


# *Maintenance*

- Mowing of City parks and facilities
- Faunt Le Roy Park reopening (April 11)
- Fitness Center
  - Restroom repairs, tile repairs
- Splash pad
  - New bucket feature mounted
  - Valve box repairs
  - Drainage grates cleaned and painted
  - Cleaned graffiti off of valve box and walls
  - Pest management
  - Signs mounted
- City Pool
  - Routine cleaning and water chemistry maintenance
  - Pest management

Department  
Update:

Parks &  
Recreation





# DEPARTMENT UPDATE:

## LIBRARY, CIVIC CENTER, AUDITORIUM, AIRPORT

---

- Library – Shea Harp, Director:
  - Tocker Grant in progress
  - Homebound Program now has six enrollees
  - Summer Reading and many other programs beginning at our newly updated Library Building
- Civic Center & Auditorium – Morgan Smart:
  - Civic Center booked through Summer
  - Auditorium building / Old City Hall – Coryell County moved out at beginning of month
- Airport – Miguel Gamez, Brad Hunt, Mike Halsema:
  - RAMP grant RFP completed
  - Expected fuel storage and sales system upgraded in coming months



# DEPARTMENT UPDATE:

## CITY HALL

---

- Finance – Mike Halsema, Deputy CM / CFO:
  - Finance specialists moved to new desks in City Hall
  - RFP for auditors completed
- Human Resources – Lori McLaughlin:
  - Internal comp & classification study in progress
  - Coordinating for May 30 employee appreciation event
  - Working on handbook amendments – drug testing policy and others
- Court, Water, Cemeteries – Mike Halsema, Lori McLaughlin
  - Municipal Court desk now moved to entrance off 8<sup>th</sup> Street
  - Cemetery management software in use and new ordinance in effect

# DEPARTMENT UPDATE: PLANNING, PERMITTING, CODE ENFORCEMENT

## CITY SECRETARY: HOLLY OWENS

---

- Code Enforcement (Brooklyn Meza)
  - 49 cases opened
  - 1 abatement lien(s) filed
  - 1 lien(s) paid
- Planning (Holly Owens):
  - Zoning/Development Ordinances:
    - Ordinance 2025-08 BOA
  - Plats Processed:
    - \*Lutterloh (Mills Street)
  - Annexation Applications:
    - \*All minor plats listed were reviewed and processed in-house.
- Permitting & Inspections (Miguel Gamez, Nicole Clark):
  - permits - \$ 2,187,268.00
  - Inspections
    - Starbucks
    - Coffee/Cafe' 2603 SH 36
    - Misc.
  - Review
    - Gatesville Crossing
    - 7Brew Coffee
  - Issued
    - 1 in-ground pool
    - 3 single family homes
    - 13 other

# UPCOMING EVENTS

- May 30
  - Budget Retreat @ Civic Center
  - Spring Fling pizza pool party for all city staff & families @ City Pool
- May 31
  - BBQ with the Badge @ Raby Park
  - Summer Sounds Concert Series @ FLR Park
- June 2 – P&Z Meeting (tentative)
- June 7 – Shivarree !!
- June 14 – Fire Ant Tour
- June 17 – 8-hour training day for all Supervisors
- June 19 – Holiday
- June 28 – Summer Sounds Concert Series @ FLR Park
- July 4 – Fireworks @ GISD Campus

## BBQ with a Badge

Bring the family for BBQ with a Badge! Join us at Raby Park by the splash pad for FREE BBQ Pulled Pork Sandwich or Hot Dog! After lunch cool off at the splash pad!

When: Saturday, May 31, 2025

Time: 11:00 am – 2:00 pm

Where: Raby Park by the Splash Pad

**WATCH OUR FACEBOOK PAGE FOR UPCOMING EVENTS, DEPARTMENT NEWS, LOCAL BUSINESS PROFILES, PERSONNEL PROFILES, AND MORE!**