



**Office of the Mayor
Gatesville, Texas**

Proclamation

HEB Appreciation

Honoring H-E-B for Its Outstanding Contributions and Community Support to the City of Gatesville.

WHEREAS, H-E-B has consistently demonstrated a deep commitment to the well-being and growth of the City of Gatesville through generous financial contributions, in-kind donations, and unwavering support of City initiatives, projects, and events; and

WHEREAS, over the past two years, H-E-B has donated more than \$50,000 toward literacy and education efforts, including the generous support of local Books programs; and

WHEREAS, H-E-B has actively supported public safety and community engagement through contributions such as \$500 for the Police Department BBQ, \$7,000 toward the City's Fireworks celebrations, and the donation of hot dogs and buns for National Night Out (NNO), promoting unity between residents and first responders; and

WHEREAS, H-E-B has provided countless individual donations of food, water, sports drinks, and other support items for City crews, public events, emergency responses, and community projects—demonstrating a heartfelt commitment to serving those who serve the community; and

WHEREAS, the City of Gatesville recognizes that such consistent and meaningful generosity not only enhances the quality of life for our residents but also exemplifies the true spirit of partnership, service, and civic pride;

NOW, THEREFORE, I, Gary Chumley, Mayor of the City of Gatesville, Texas, do hereby proclaim June 24, 2025, as “**H-E-B Appreciation Day**” in the City of Gatesville,

and encourage all citizens to join in expressing heartfelt gratitude to H-E-B for its continued dedication, generosity, and outstanding support of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gatesville to be affixed this the **24th of June 2025**.

Mayor Gary Chumley

Attest:

Holly Owens, City Secretary



CITY OF GATESVILLE, TEXAS

Bradford Hunt
City Manager

Commendation Award
June 24, 2025

Dear Mayor, Council, and Citizens of Gatesville,

It is my pleasure to recognize the below-listed member of your city government for his outstanding and commendable service to the citizens of Gatesville and its surrounding areas.

On the recommendation of his director supervisor, Zeb Veazy, we recognize Mr. Chris Barr, Water Production Night Shift Operator, for this performance in voluntarily working double his normal work shifts each work week, for over a two month span starting in early January and continuing through the middle of March. A night shift operator resigned on January 5, 2025, and as Zeb was scheduling each remaining operator to cover a few nights a week on their off duty days to fill in the empty shifts, Chris came forward and offered to cover his own night shifts as well as the night shifts opposite of him. In his own words the offer was simply "to make it easier on everyone else and reduce the cost to the City since I'm the lowest paid operator out of everyone out here".

Following that conversation, Chris worked a ten hour night shift (7:00 p.m. – 5:00 a.m.) every night including weekends for almost two and half months while we were hiring and training a new night shift operator. Chris only took four days off during that span, when we insisted he take a break and let other operators cover the shift. Chris is modest about his work and accomplishments and usually seems shy and embarrassed when given well deserved gratitude.

Chris Barr is a US Army veteran who served two deployments in Iraq, and he is also a cancer survivor. He holds two degrees from Temple College in Computer Repair and Computer Programming, which are skills often used at the Water Plant.

For these reasons, I wish to recognize Chris Barr for Commendation Award, reflecting perseverance and commitment well above and beyond the call of duty.

Respectfully,

Bradford Hunt
City Manager
City of Gatesville



CITY COUNCIL MEMORANDUM

To: Mayor & Council

From: Brad Hunt, City Manager

Agenda Item: Municipal Clerk's Office Achievement of Excellence Award

Information:

This award is presented by the Texas Municipal Clerks Association (TMCA) to recognize municipal clerk offices in Texas that demonstrate excellence in resource management and adherence to statutory requirements.

The application should provide documentation showcasing the office's achievements in at least nine of the following twelve areas:

1. Records Management
2. Professional Development/Certifications
3. Government Transparency
4. Elections
5. Awards/Recognitions of Office
6. Public Information Act
7. Open Meetings Act (OMA)
8. Boards/Commissions
9. Municipal Clerk Office Policies/Procedures
10. Other Areas of Responsibility
11. Innovation/Streamlined Projects
12. Departmental Training

Once awarded, the Municipal Clerk's Office Achievement of Excellence Award is valid for a period of two years.

**CITY COUNCIL MEETING
MAY 27, 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 27th 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 Joe Patterson.

CITY STAFF PRESENT: City Manager Brad Hunt, City Secretary Holly Owens, Deputy City Manager/Finance Director Mike Halsema, Shea Harp, Chad Newman, and Captain Keith Mueller.

OTHERS: Gatesville Messenger Staff Writer Alex Meelbusch, Leo Corona, Robert Featherston, Brandi Wilson, and Crystal Cowen.
- 3) **INVOCATION:** Mayor Pro Tem Casey 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.

PRESENTATION:

- 4) Presentation and Information from MRB Architects, Regarding Revisions to Proposed Police Department Building.

Crystal Cowen with MRB came forward and gave a brief presentation. No action was taken.

Councilwoman Rainer asked if the amount presented includes the leveling of the ground and site work. Ms. Cowen stated yes.

Councilman Patterson asked about the conceptual plans for the detention pond. Ms. Cowen stated she did not have plans drawn up for the detention pond but did point out where it would be located.

Councilwoman Westbrook asked how much parking the Police Department currently has. Mr. Hunt stated there are currently 5-6 street parking spaces and shared parking with the auditorium and the library.

Councilman Casey verified the conceptual drawing shows police vehicles and patrol vehicles are parked in the rear of the building behind gates. Ms. Cowen stated yes, and public parking will be located in the front and the side facing Lovers Lane.

Councilwoman Rainer asked if the Council will be presented with different options on how it looks. Mr. Hunt stated yes.

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.

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

a. **Resolution 2025-046:** Discussion and possible action regarding approval of minutes from Regular City Council Meeting held on May 13, 2025.

b. **Resolution 2025-047:** Discussion and possible action accepting the 2nd Quarterly Investment Report.

c. **Resolution 2025-048:** Discussion and possible action accepting the March 2025 Financials.

CONSENT AGENDA: Motion by Meredith Rainer, seconded by Greg Casey to **APPROVE** the **CONSENT AGENDA** as written. All five voting “Aye”, motion passed, 5-0-0 (Smith Absent).

OTHER BUSINESS:

6) Discussion and possible action regarding **Resolution 2025-049**, accepting the Fiscal Year 2026 Budget Calendar.

RESOLUTION 2025-049: Motion by Kalinda Westbrook, seconded by Jon Salter to **APPROVE RESOLUTION 2025-049**, accepting the Fiscal Year 2026 Budget Calendar with a date change on the last page of the memorandum from September 24 to September 23. All five voting “Aye”, motion passed 5-0-0 (Smith Absent).

7) 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.

RESOLUTION 2025-050: Motion by Jon Salter, seconded by Meredith Rainer 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. All five voting “Aye”, motion passed 5-0-0 (Smith Absent).

- 8) 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.

RESOLUTION 2025-051: Motion by Greg Casey, seconded by Joe Patterson to **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 Solutions 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. All five voting “Aye”, motion passed 5-0-0 (Smith Absent).

- 9) 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.

RESOLUTION 2025-052: Motion by Meredith Rainer, seconded by Jon Salter 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. All five voting “Aye”, motion passed 5-0-0 (Smith Absent).

- 10) Recess Regular Meeting and call a Public Hearing.

Public Hearing was opened at 6:30 p.m.

Hear comments on **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.

There were no public comments. **Public Hearing was closed at 6:31 p.m.**

- 11) 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.

ORDINANCE 2025-12: Motion by Kalinda Westbrook, seconded by Greg Casey 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, **seconding reading** to the next meeting. All five voting “Aye”, motion passed 5-0-0 (Smith Absent).

- 12) Discussion and possible action regarding **Ordinance 2025-11**, abandoning a portion of Mesquite Street.

ORDINANCE 2025-11: Motion by Greg Casey, seconded by Meredith Rainer to **PASS ORDINANCE 2025-11** abandoning a portion of Mesquite Street, **seconding reading** to the next meeting. All five voting “Aye”, motion passed 5-0-0 (Smith Absent).

13) City Manager’s Report.

Brad Hunt gave a presentation updating the Council on department projects and initiatives. There was no action on this item.

Adjourn Meeting

City Council **adjourned at 7:12 p.m.**

Mayor Gary Chumley

ATTEST:

City Secretary, Holly Owens

CITY COUNCIL MEETING
MAY 30, 2025
11:00 A.M.
GATESVILLE CIVIC CENTER
141 VETERANS MEMORIAL LOOP
GATESVILLE, TEXAS 76528

QUORUM CHECK/COUNCIL PRESENT: Councilmembers Kalinda Westbrook, Jon Salter, Meredith Rainer, and Joe Patterson.

CITY STAFF PRESENT: City Manager Brad Hunt, City Secretary Holly Owens, Deputy City Manager/Finance Director Mike Halsema, Shea Harp, Seth Phillips, Chad Newman, Zeb Veazey, Dale Allen, Bobby Buster, Fire Chief Billy Vaden, Patrice Gilbert, Lori McLaughlin, Morgan Smart, and Police Chief Jeff Clark.

OTHERS: Leo Corona

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

11:00a – 12:00p	Budget Message, High-Level View, Goals	Brad Hunt, City Manager Mike Halsema, Deputy City Manager / CFO
12:00 – 12:30	Lunch & Parks Master Plan Presentation	Seth Phillips, Parks Director Patrice Gilbert, Fitness Center Director
12:30 – 1:50 Manager / CFO	Department Reports	Mike Halsema, Deputy City Holly Owens, City Secretary Jeff Clark, Police Chief Billy Vaden, Fire Chief Seth Phillips, Parks Director Chad Newman, Public Works Director
1:50-2:00	Break	--
2:00 – 2:30	CIPs & Capital Outlay	Brad Hunt, City Manager Mike Halsema, Deputy City Manager / CFO Chad Newman, Public Works Director

Zeb Veazy, Water Production
Bobby Buster, Wastewater
Treatment
Dale Allen, Water
Dist./Streets/Sewer Collect.

2:30 – 2:45 Special Funds Report

Brad Hunt, City Manager
Mike Halsema, Deputy City
Manager / CFO

2:45 – 3:00 Conclusion, Q&A

Brad Hunt, City Manager

NO ACTION ITEMS

Adjourn Meeting

City Council adjourned at 3:00 p.m.

Mayor Gary Chumley

ATTEST:

City Secretary, Holly Owens



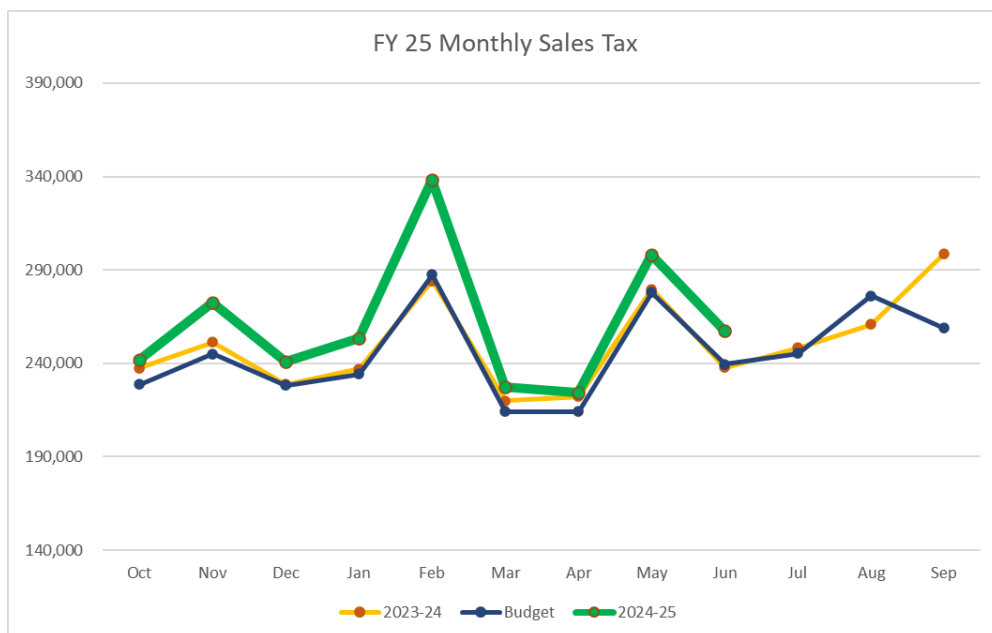
FY 2024-2025 Monthly Financial Report

APRIL 2025

General Fund

	APRIL	2024-25 Budget	2024-25 YTD	% YTD
Revenues				
AV Taxes	31,631	2,952,906	3,114,603	105.5%
Sales Tax	224,265	2,950,000	1,799,343	61.0%
Franchise Fees	76,209	802,000	583,595	72.8%
Fines & Fees	12,521	152,000	76,255	50.2%
Other taxes	954	15,000	7,219	48.1%
Licenses & Permits	8,386	62,600	128,843	205.8%
Rental Income	4,819	64,000	44,628	69.7%
Parks & Rec	26,722	420,000	244,672	58.3%
Misc. Revenues	17,616	151,500	117,580	77.6%
Intergovernmental	-	371,459	-	0.0%
Inter fund Transfers	47,627	687,503	333,390	48.5%
TOTAL REVENUES	450,750	8,628,968	6,450,129	74.7%

	APRIL	2024-25 Budget	2024-25 YTD	% YTD
Expenditures				
LIBRARY	19,873	290,663	163,058	56.1%
ADMINISTRATION	61,592	1,423,950	877,033	61.6%
PLANNING	1,037	152,200	56,047	36.8%
POLICE	216,647	2,878,749	1,564,857	54.4%
COURT	16,687	199,062	121,250	60.9%
FIRE	14,406	372,758	273,445	73.4%
STREET	69,574	1,229,677	565,729	46.0%
FLEET SERVICES	15,688	148,370	89,938	60.6%
BUILDING INSPECTIONS	12,175	128,911	87,820	68.1%
PARKS & RECREATION	60,998	859,978	479,380	55.7%
FT CAVASOS REC MGMT	0	371,459	0	0.0%
Fitness Center	19,492	324,500	192,930	59.5%
SWIMMING POOL	2,201	124,138	22,443	18.1%
CIVIC CENTER	7,982	124,553	64,444	51.7%
TRANSFER EXPENSE	0	0	0	0.0%
TOTAL EXPENDITURES	518,351	8,628,968	4,558,372	52.8%
Gain (Loss)		-	1,891,757	



Expenditures	Budget	YTD	
Salaries	\$4,163,057	\$2,103,164	50.5%
Benefits	\$1,246,073	\$594,859	47.7%
Professional Services & Training	\$796,626	\$372,006	46.7%
Utilities	\$282,945	\$179,079	63.3%
Materials & Supplies	\$291,876	\$275,998	94.6%
Maintenance & Operations	\$1,420,756	\$782,596	55.1%
Lease & Rental	\$280,259	\$123,288	44.0%
Miscellaneous	\$0	\$8,597	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%
Total Expenditures:	\$8,628,968	\$4,558,372	52.8%

- Total Year-to-Date (YTD) revenues stand at 74.7% 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

	APRIL	2024-25 Budget	2024-25 YTD	% YTD
Water				
Revenues				
Water Sales				
Residential	117,823	1,971,963	1,047,302	53.1%
Commercial And Institutional	144,502	2,021,987	1,256,863	62.2%
Wholesale	(105,505)	1,041,281	576,726	55.4%
Connections & Installs	4,459	31,300	4,822	15.4%
Misc.	17,118	71,000	100,554	141.6%
Subtotal	178,396	5,137,531	2,986,266	58.1%
Expense				
Distribution & Collections				
Personnel	61,728	757,838	423,762	55.9%
O&M	87,626	518,062	379,963	73.3%
Debt Service	-	206,225	181,775	
Capital Outlay	264	1,308,987	8,384	0.6%
Production				
Personnel	37,123	507,570	302,286	59.6%
O&M	109,945	1,705,291	734,614	43.1%
Debt Service	20,564	928,128	133,596	
Capital Outlay	14,250	30,922	78,001	252.3%
Subtotal	331,499	5,963,023	2,242,380	37.6%
Sewer				
Revenues				
Sewer Fees				
Residential	113,410	944,612	752,665	79.7%
Commercial And Institutional	318,282	2,074,791	1,081,360	52.1%
Connections & Installs	6,150	9,300	6,227	67.0%
Misc.	2,719	29,000	32,596	112.4%
Subtotal	440,561	3,057,703	1,872,849	61.3%
Expense				
Personnel	38,823	519,264	282,419	54.4%
O&M	43,078	1,029,059	653,724	63.5%
Debt Service	-	897,327	45,363	
Capital Outlay	581,506	9,159,200	1,872,726	20.4%
Subtotal	663,407	11,604,850	2,854,232	24.6%
Sanitation				
Revenues	74,437	889,920	521,953	58.7%
Expense	73,394	865,700	363,891	42.0%
Non Departmental				
Revenues				
Grants & reimbursements	590,274	10,177,182	1,813,858	17.8%
Interest	35,765	153,600	268,845	175.0%
Subtotal	626,039	10,330,782	2,082,703	20.2%
Expense				
Transfers and Franchise fees	78,772	982,363	586,967	59.8%
Grand Total				
Revenues	1,319,433	19,415,936	7,463,771	38.4%
Expense	1,147,072	19,415,936	6,047,469	31.1%
Gain (Loss)	172,361	-	1,416,302	

Residential Water Sales: \$1,047,302 year-to-date (YTD), 53% of the annual budget.

Commercial & Institutional Sales: \$1,256,863 YTD, 62% of the budget.

Wholesale Sales: \$ 576,726YTD, 55% of the budget.

Total Water Revenues: \$2,986,266 YTD, achieving 58% of the annual budget.

Water expenditures are as anticipated within budget.

Water retail and wholesale rate studies are in progress.

Residential Sewer Fees: \$752,665 YTD 80% of the budget.

Commercial & Institutional Sewer Fees: \$1,081,60 YTD 52% 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	APRIL	Budget
060-4-101-4203	RECEIPTS OF GAS/OIL SAL	\$ 23,000	\$ 5,055	22.0%
060-4-011-4302	RECEIPTS OF HANGAR RENT	\$ 28,500	\$ 24,080	84.5%
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		\$ 3,066	
060-4-101-4750	RAMP Grants	\$ 3,000	\$ 1,264	42.1%
TOTAL REVENUE		\$ 54,500	\$ 33,982	62.35%

EXPENDITURES				
060-5-150-10080	CONTRACT SERVICES	\$ 7,200	\$ 912	12.7%
060-5-150-20010	UTILITIES	\$ 6,000	\$ 3,137	52.3%
060-5-150-20020	MAT., SUP., & PRINTING	\$ 1,000	\$ 51	5.1%
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	\$ 151	33.5%
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		\$ -	
TOTAL EXPENSES		\$ 54,500	\$ 15,831	29.05%

Gain (Loss) **18,151**

Fuel tank, POS and pump system replacement underway, eligible for RAMP grant 90/10.

Hotel Occupancy Tax (HOT) Fund

		FY25	YTD	% of
HOT FUND REVENUE		Budget	APRIL	Budget
040-4-008-4400	INTEREST	8,000	16,677	208.5%
040-4-008-4500	Prior Year Resources	-	0	
040-4-008-4950	HOTEL OCCUPANCY TAX	150,000	128,346	85.6%
TOTAL REVENUE		\$ 158,000	\$ 145,023	91.79%

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	21,265	114.9%
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	\$ 21,265	13.71%

Gain (Loss) 123,758

Includes Chamber payment of \$10k for advertising

Motion to approve Resolution 2025-055, accepting the April 2025 Financials.

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 6/24/2025

Agenda Item 7d

Resolution 2025-056

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council

From: Bradford Hunt, City Manager

Agenda Item: Updated Inter-Governmental Support Agreement Between the United States and City of Gatesville, Texas (IGSA-A60RF-23-DPW-004)

Information:

Bobby Lynn, Chief, Energy Management Branch, North Fort Hood, contacted City Manager Hunt on June 5, 2025 to advise that, per his higher command in the US Army, the existing IGSA for Water Services requires updating. CM Hunt sent the proposed new document to City Attorney Thomas for review, and she provided a revised copy for Ft. Hood command's consideration. Ft. Hood accepted the revisions, and the final document is attached hereto.

Of note in the new agreement:

- No rates change with this revised agreement, and the responsibilities as previously outlined did not change.
- The main change is a new format for the ISGA Tracking number and a slight change in the format.
- All required parties have reviewed and approved (i.e., Legal Contracting, Resource Management, Director of Public Works (DPW) and the DPW Technical Representative).

Financial Impact: none currently

Staff Recommendation: Staff recommends council approval of the agreement, and authorizing City Manager Hunt to sign for the City of Gatesville.

Motion: I recommend approval of the revised agreement, "Inter-Governmental Support Agreement Between the United States and City of Gatesville, Texas (IGSA-A60RF-23-DPW-004)," and authorizing City Manager Hunt to sign for the City of Gatesville.

Attachments: Inter-Governmental Support Agreement Between the United States and City of Gatesville, Texas (IGSA-A60RF-23-DPW-004)

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

That the above stated recommendation is hereby approved and authorized.

Date 6/24/2025

Agenda Item 7d

Resolution 2025-056

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

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES

AND

CITY OF GATESVILLE, TEXAS

IGSA-A60RF-23-DPW-004

(Updated 22 May 2025)

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the UNITED STATES and the City of Gatesville (COG), Texas (hereafter referred to as COG for brevity). The Agreement is established pursuant to federal law codified at 10 USC 2679, which authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to the Garrison Commander (hereafter GC) to execute such agreements on behalf of the UNITED STATES.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the COG, the prices to be paid by the UNITED STATES, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement to provide services, supplies or construction to the UNITED STATES, to achieve cost savings, and to provide additional revenues to local governments and their work forces.

The original IGSA, WOVCAA-IGSA-A60RF-22-003, was signed on January 11, 2023. This updated version (IGSA-A60RF-23-DPW-004) introduces administrative “no-cost” changes and includes Exhibit A – Performance Work Statement.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the UNITED STATES and State of Texas. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

RESPONSIBILITIES OF THE PARTIES: The COG shall perform the installation support services as specified in this IGSA and detailed in **Exhibit A**. Installation Support Services consists of services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies

resources, and support are provided to its residents generally, except that Installation Support Services does not include security guard or firefighting services.

This is a non-personal services Agreement. Each party shall be responsible for all costs related to its personnel including pay, benefits, support, and travel. Each party is also responsible for supervision and management of its personnel.

Tasks, duties, and responsibilities set forth in this IGSA and attached exhibits must not be interpreted or implemented in any manner that results in the COG personnel creating or modifying federal policy, obligating appropriated funds of the UNITED STATES, or overseeing the work of federal employees. Under no circumstances shall the COG employees or contractors be deemed federal employees. If the COG provides services through a contract, the contract must be awarded through competitive procedures (this requirement does not apply to collective bargaining agreements between the COG and its employees). Employees of the UNITED STATES may not perform services for or on behalf of the COG without the approval of the IGSA Manager (IGSA-M).

TERM OF AGREEMENT: The original Agreement (WOVCAA-IGSA-A60RF-22-003) was approved on January 11, 2023, and is currently in Year 2. The terms of this specific Agreement shall also be for one full fiscal year from the execution of this Agreement by the IGSA-M with the option for successive renewals for additional one-year periods, subject to the availability of funds, until the expiration date of September 30, 2033. The UNITED STATES shall be obligated to perform under the Agreement for only one full fiscal year at a time, as it lacks the authority to commit funds for subsequent periods without specific appropriation by Congress. The UNITED STATES shall only be obligated for an additional fiscal year of performance upon receipt of such funds.

The IGSA – Technical Representative (IGSA-TR) in coordination with the IGSA-M shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of then current performance period. The IGSA-M may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to the UNITED STATES, until adequate funds have been received. If funds are not received, the parties agree the IGSA-M can unilaterally terminate the IGSA without further liability to the UNITED STATES.

SUMMARY OF SERVICES AND PRICE: Subject to the terms and conditions set forth herein, the COG shall provide all management, personnel, equipment, tools, materials, supervision, labor, and other items and non-personal services necessary to provide (a) Water Supply/Delivery services and (b) Wastewater Treatment services for Fort Cavazos, in accordance with this IGSA and Exhibit A to include all local, State of Texas, and Federal

laws. All tasks and services related to the aforementioned (a) and (b) shall be referred to as "Utilities Services."

While funds are available for performance of this Agreement, no legal liability on the part of the UNITED STATES shall arise until the IGSA-TR notifies the COG that funds are available and authorizes the COG to begin performance of services.

PAYMENT: All payments will conform to the process as detailed in Exhibit A.

CHANGE IN RATES: The rates for the two Utilities Services are outlined in Exhibit A. Any changes to these rates are also defined in the exhibit.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes arising under this Agreement. All claims and disputes shall be addressed as specified in the Agreement.

If the parties are unable to resolve an issue, the IGSA-TR or the COG may submit a claim arising out of the Agreement to the IGSA-M for a final decision. The written submission must specify the nature and basis for the relief requested including all supporting documentation and may designate a COG representative to discuss the claim and its resolution. The IGSA-M shall issue a final decision within 90 days of receiving the claim.

Appeals authority: If the COG is dissatisfied with the IGSA-M's decision, it may appeal the matter to the GC and must specify the basis of its disagreement. The GC or their designee shall issue a final determination on the matter within 60 days of receiving the appeal. The final determination shall be in writing and provided to the POCs specified in this Agreement. All final determinations that result in the payment of additional funds to the COG must be coordinated with the IGSA-M.

Alternate Dispute Resolution (ADR): As part of its appeal, the COG may request ADR to resolve disputes; the UNITED STATES may, at its sole discretion, agree to engage in ADR. If ADR procedures are employed, the GC shall consider the findings and recommendations of the third-party mediator(s) in making a final determination.

The parties agree to the above procedures in lieu of litigation in any forum.

DUTY TO PROTECT UNITED STATES PROPERTY ON THE INSTALLATION: The COG shall conduct a visit of the installation with the IGSA-TR prior to performance to access the general and local conditions existing on the installation to include sites where utilities services will be performed. The COG shall prepare an accident-avoidance plan

and plan to protect UNITED STATES property on the installation. The COG shall take measures to protect and not damage any property of the UNITED STATES during performance of utilities services. Should the COG damage such property, the COG may replace the item or restore it to its prior condition at its own cost or reimburse the UNITED STATES for such costs. If the COG does not take measures to replace or restore, the UNITED STATES reserves the right to deduct replacement or restoration costs from amounts billed by the COG each month. The IGSA-TR shall provide written notice of the UNITED STATES' intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of UNITED STATES property over the current period of performance.

CONTINUITY OF SERVICES: The COG recognizes the services under this Agreement are vital to the United States and must be continued without interruption and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, the COG agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to affect an orderly and efficient transition of services.

HOLD HARMLESS: Except as otherwise provided in this Agreement, the COG shall indemnify and hold the United States harmless against all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise because of the activities of the COG or its employees in performance of this Agreement.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the COG and any subcontractor performing services under this IGSA on behalf of the COG. The COG shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the COG and complies with all applicable COG labor laws and standards. In no event, however, shall any employee be paid at a wage rate below the minimum wage established in the Fair Labor Standards Act. The COG shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the COG has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the COG shall immediately notify the IGSA-M and IGSA-TR. The COG shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to COG and its contractors. The COG agrees not to discriminate against any employee based on race, color, religion, sex, national origin, sexual orientation, or disability. The COG shall ensure that no employee engages in discriminatory practices or conduct while performing work under this IGSA. Employees who engage in sexual

assault, sexual harassment or human trafficking shall not be permitted to perform services under this IGSA. The COG shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

OPEN COMMUNICATIONS AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The COG shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. Upon and after execution of this Agreement, a joint meeting of the Parties will be conducted to discuss the terms of the IGSA and the performance of all actions identified in Exhibit A.

INSPECTION OF SERVICES: The COG will only tender services and goods in conformance with the IGSA and Exhibit A. The IGSA-M may appoint an IGSA-TR who will be responsible for inspecting all the services performed. The COG will be notified of the identity of appointed IGSA-TR and alternate IGSA-TR, and of any changes. If services are performed outside the installation, the IGSA-TR shall be granted access to areas where services are performed. The IGSA-TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the IGSA-TR determines that services do not conform to the requirements in the Agreement, the IGSA-TR can require the COG to re-perform the services, in whole or in part, at no additional cost to the UNITED STATES. Alternatively, the IGSA-TR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the IGSA-TR can reduce the billed price to reflect the reduced value of the services to be performed. The IGSA-TR may alternately waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the GC.

If the COG is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as acts of God, unusually severe weather, or government activities on the installation which impede the COG's performance, the COG shall promptly notify the IGSA-TR.

In those rare instances in which the COG fails to re-perform services or abandons performance, the UNITED STATES may perform or contract for performance of the services and charge the associated costs to the COG. Except in an emergency, the

UNITED STATES will not exercise this authority without providing prior notice to the POC designated by the COG to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-TR, the GC may terminate the IGSA immediately and in accordance with termination set forth in this Agreement. Such a termination shall not become effective without prior notice and consultation with the COG POC identified in this Agreement.

SUSPENSION OF AGREEMENT: The UNITED STATES reserves the right to suspend performance of the Agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or other circumstances beyond its control.

REVIEWS AND AMENDMENTS: The Parties will conduct an annual review of this Agreement, involving the POCs and a management official at least one level above the COG POCs and IGSA-M. During this review, the Parties will discuss the Agreement's effectiveness and consider potential amendments. Either Party can propose amendments at any time, but all changes must be mutually agreed upon in writing and formally incorporated into the Agreement through a signed amendment. The IGSA-M is responsible for coordinating the amendment process and is the sole authorized individual to make changes to this Agreement, which will only be effective once formally amended.

TERMINATION: This Agreement may be terminated under the following conditions:

- Mutual Termination: The IGSA may be terminated at any time with a written agreement signed by both parties.
- Unilateral Termination: Either party may terminate this Agreement by providing a 60-day written notice to the POCs except as otherwise specified in this Agreement.
- Termination for Convenience: The UNITED STATES reserves the right to terminate this Agreement at any time for convenience. Upon notification of termination by the IGSA-M, the COG must immediately cease all work.

In the event of termination, the UNITED STATES shall pay the COG a proportionate amount of the agreed-upon price, reflecting the percentage of work completed prior to the notice of termination. However, the COG will not be reimbursed for any work performed or costs incurred that could have been reasonably avoided.

TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the GC.

POINTS OF CONTACT (POCs): POCs for issues pertaining to this IGSA are as follows:

- For the UNITED STATES, the IGSA-M is Mr. Carydaniel Cegledi, 254-287-3519, email: carydaniel.cegledi.civ@army.mil.
- For the UNITED STATES, the IGSA-TR is Mr. Bobby Lynn, Utilities Sales Officer, 254-288-3314, email: bobby.l.lynn.civ@army.mil.
- For the UNITED STATES, the IGSA-TR Alternate is Ms. Sharon Incle, Chief Business Management Branch, 254-287-3806, email: sharon.incle.civ@army.mil.
- For the COG, the primary POC is Mr. Brad Hunt, COG City Manager, (254) 865-8951, email: bhunt@gatesvilletx.com.

ACTIONS OF DESIGNEES: Unless otherwise specified, any action required by this Agreement to be taken by a specific individual or official may be performed by their designated representative. However, this provision does not apply to the IGSA-M, who must personally perform any actions assigned to them under this Agreement.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:



LAKICIA R. STOKES
Colonel, US Army
Garrison Commander

29 May 2025
Date

FOR THE CITY OF GATESVILLE:

BRAD HUNT
City Manager, City of Gatesville
Gatesville, Texas

Date

Exhibits:

- A – Performance Work Statement
- B – Water Rates
- C – Wastewater Rates

EXHIBIT A - PERFORMANCE WORK STATEMENT

1. GENERAL: This Performance Work Statement (PWS) describes the utilities services as detailed in the description of services and all subsequent sections herein focused on the Roles and responsibilities, Deliverables, Timelines, Budget, Acceptable Level of Performance and Billing and Payment Requirements between THE CITY OF GATESVILLE, TEXAS, hereinafter called "**COG**" and the U.S. DEPARTMENT OF THE ARMY (FORT CAVAZOS, TEXAS, hereinafter called "**UNITED STATES**").

1.1. Description of Services: The COG shall provide all management, personnel, equipment, tools, materials, supervision, labor, other items, and non-personal services necessary for (a) Water Supply/Delivery services and (b) Wastewater Treatment services for Fort Cavazos, in accordance with this Performance Work Statement (PWS), to include all local, State of Texas, federal laws, and the General and Technical Provision as stated herein. All tasks and services related to this PWS shall be referred to as "Utilities Services".

1.2 Repair/Replacement Forecast: To plan for any unknown requirement for operation and maintenance of the utilities systems, the UNITED STATES shall program/allocate an estimated dollar amount to cover unforeseen repairs to which the UNITED STATES is responsible for.

1.3. Laboratory Services:

(a) The COG shall also provide independent state-certified laboratory services for any necessary water and wastewater (Utilities Services) analysis related to these operations. This includes sampling, sample collection, preparation, and shipping. The COG shall provide continuous, efficient, and cost-effective service. The COG shall provide or be responsible for having personnel with proper certification, qualifications, and licenses at all times.

(b) The COG shall provide state-certified laboratory analysis and reports for all permit required tests, and to support regulatory operating requirements. Such sampling and testing procedures shall be accomplished in accordance with applicable Texas state law, operating permit requirements, conditions, and industry standards. A complete set of laboratory records shall be maintained (at least 3-years) for all laboratory tests to include: date and time of sampling, type of sample, name of sample, location of sample, test performed, and test results.

(c) In addition, results of such laboratory analyses shall be assembled into the appropriate reports, signed, and delivered to the UNITED STATES, upon request.

1.4. PWS Requirements: The COG is responsible for all required operations, including the acceptable disposal of screenings, grit, sludge, and other waste materials. The COG shall ensure their work areas are clean, and orderly. The COG will also be responsible for cleaning and trash removal from their work area(s). The COG is encouraged and expected to use innovative approaches to efficiently and effectively accomplish PWS requirements in a manner that fosters pride and ownership in the work performed.

1.5. Service interruptions: If the COG is prevented, wholly or in part, from providing utilities services to the GC under this Agreement by reason of an act of God, unavoidable accident, acts of the public enemy, strikes, floods, fires, governmental restraint or regulations, breaks in the COG's pipelines, or for any other cause beyond the COG's control, then the obligation of the COG to provide utilities services to the UNITED STATES shall be temporarily suspended during the continuance of such force majeure.

a. No damage shall be recoverable by the UNITED STATES from the COG by reason of the temporary suspension of utilities services due to any of the causes above mentioned. If the COG's ability to provide wastewater service to the UNITED STATES is affected by any of the causes above mentioned, the COG shall promptly notify the UNITED STATES' designated contact in paragraph 9.0 by phone followed by a written email, giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.

b. If the capacity of wastewater service available to the COG is insufficient for any reason to serve the requirements of all its customers as a result of a period of flood or for any other reason, then the quantity of wastewater service will be allocated and prorated by the COG such that all shall suffer alike, with no preferential treatment.

1.6 Compliance with Applicable Regulations and Other Policies.

1.6.1 General. The COG shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) permit and with all state, local, and federal regulatory agency requirements with the Texas Water Quality Control Act; the Federal Clean Water Act; and other operating permits shall be provided on request. The UNITED STATES reserves the right to collect and test water and wastewater samples to verify compliance. All repair work shall comply with any universal directives such as Universal Plumbing Code, National Electric Code, and National Fire Protection Code.

1.6.2 Communication with Regulatory Agencies. Unless otherwise directed, the COG shall always communicate directly with federal, state, or local environmental agencies, and shall provide any necessary information, applications, documentation, or

reports, as needed. The COG shall inform the UNITED STATES of such requests and provide copies of all documents, minutes and decisions.

1.6.3 Access to Facilities: Specified governmental personnel (as defined by the DPW and approved by the COG) will be granted access to all facilities associated with the water and wastewater plants. Access, mainly, will be performed to adhere to Federal Acquisition Regulation (FAR's) of performing Quality Assurance of metering devices. Governmental personnel shall coordinate with the COG and schedule such visits and abide by all safety requirements and policies established by COG. Personnel may be escorted if required by COG policy.

1.6.4 Drug Free Workplace: All properties under the control of the Department of the Army are drugfree areas. Notwithstanding any contrary State or Local law, the COG shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The COR may direct the COG to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the GC.

1.6.5 Accident Reporting: The COG shall fully cooperate with the GC in investigations involving accidents or damage to property or people on property under federal control. The COG shall timely furnish to the COR reports of investigations it completes regarding such incidents.

1.6.6 Holidays and Work Performance: Holidays are defined by the COG in accordance with their existing policy governing this subject. However, holidays shall not cause any interruption of the utilities services as defined in this PWS.

2. WATER SUPPLY SERVICE (WSS).

2.1. General: The COG shall be capable of providing water to the UNITED STATES twenty-four (24) hours per day, seven (7) days per week, 365 days per year. The COG shall have all the state's certification or licensed personnel to perform required actions resulting in providing water services to the UNITED STATES. It is recommended that COG establish operational guidelines that summarize plant operations, including daily operational checks and automated system monitoring.

2.2. Quantity: Subject to the terms and conditions hereinafter set forth, the COG agrees to sell and deliver to the UNITED STATES at the existing delivery point(s) and the UNITED STATES agrees to purchase and take at such delivery point(s), all water

required by the UNITED STATES during the term of this Agreement for its own use and for distribution to all customers served by the UNITED STATES' water distribution system up to but not to exceed a total of 1.0 million gallons during any 24-hour period at a maximum instantaneous rate of delivery not to exceed 700 gallons per minute, resulting in an annual consumption not to exceed 360 million gallons.

2.3. Source and Quality of Water: The COG agrees to use reasonable diligence and care in the treatment of water from such source of water to permit the delivery of treated water to the UNITED STATES of sufficient quality to conform to the standards of the State Health Department of Texas and Texas Commission on Environmental Quality for potable water. The UNITED STATES agrees that the obligation of the COG to deliver water to the UNITED STATES is limited to water available to the COG from Lake Belton. The COG has no obligation to deliver water to the UNITED STATES from a source other than Lake Belton. The COG agrees to use reasonable diligence and care in the treatment of water from such source of water to permit the delivery of treated water to the UNITED STATES of sufficient quality to conform to the standards of the State Health Department of Texas and the Texas Commission on Environmental Quality for potable water.

2.4. Point of Delivery: The point(s) of delivery of water by the COG to UNITED STATES shall be the delivery point(s) identified in Wallace Engineering's June 1, 1983, report, addressed to the COG unless and until the COG and UNITED STATES, by mutual agreement in writing, designate substitute or additional points of delivery. Title to water shall pass to UNITED STATES when the water passes through the meter located at or near the point(s) of delivery. Should any pipeline or appurtenances owned by the COG be installed on any land owned by UNITED STATES or in any street, alley or public way under the control of the UNITED STATES, the UNITED STATES hereby grants to COG the right, privilege and franchise of using such lands, streets, alleys, and public ways for the purpose of maintaining, operating, laying, repairing and removing such pipelines and appurtenances.

2.5. Services: "See Continuity of Service" paragraph 7.9 herein.

2.6. COST OF WATER SUPPLY SERVICE

2.6.1. Rate Development: The COG shall provide a new fiscal year proposed rate no later than 1 August prior to the beginning of a new fiscal year (for UNITED STATES review). The new rate shall become effective on 1 October of each year pending consent of both parties (the COG and the UNITED STATES). Any discrepancies between the UNITED STATES' review and the COG's review for the same period will be settled through negotiation and the agreements on the new rates will be reflected in a

modification to the Agreement. If negotiations on a new rate for the upcoming fiscal year have begun prior to, but have not been completed by 30 September, the rate for the previous year will remain in effect until a written agreement is reached (by both parties). Upon agreement, the COG shall resubmit (bring forward any/all invoices to current) using the agreed upon rate.

2.6.2. Lowest Rate: The COG hereby declares that rates are not in excess of the lowest rates available to any existing or prospective customer under like conditions of service, or of the same classification, and agrees that during the life of this Agreement, the UNITED STATES shall continue to be billed at the lowest available rate for similar conditions arising from all equipment and facilities required for the operation and maintenance of the provided utilities service.

2.6.3. Proposed Rate: The COG will provide, for UNITED STATES review, the proposed rate for new fiscal year no later than 1 August prior to the beginning of a new fiscal year (for UNITED STATES review). The new rate shall become effective on 1 October of each year pending consent of both parties. Any discrepancies between the UNITED STATES' review and the COG's review for the same period will be settled through negotiation and the agreements on the new rates will be reflected in a written agreement (by both parties). If negotiations on a new rate for an upcoming fiscal year have begun prior to, but have not been completed by 30 September, the rate for previous year will remain in effect until a written agreement is reached (by both parties).

2.6.4. Water Rate: The UNITED STATES shall pay a variable Water Supply/Delivery service rate of "Operational Costs" per 1,000 gallons of measured water for variable operation and maintenance costs subject to annual adjustments pursuant to inflation as part of operation and maintenance. The cost data used for the computation of new rates shall be based on the previous 12 consecutive months of operation starting in August of the previous year. The actual costs will be provided prior to final approval of all parties and shall be shown as an Exhibit of this performance work statement.

2.6.5. Water Allocation: The COG has an agreement with the Brazos River Authority for the purchase of 5,898-acre feet of water annually from Lake Belton. 12,000 acre-feet of federally reserved water in Lake Belton is allocated to Fort Cavazos, and therefore, Fort Cavazos is exempt from raw water charges.

2.6.6. Rate Changes: The annual rate (see Exhibit B) is based on using the collection of the previous 12-months of consumption and operating and maintenance costs. (i.e., August thru July of the previous months)

(a) Determine the Shared Allocation Percentage (SAP) by determining the percent of Total Annual Production (TAP) versus the Annual Delivered/Purchased Consumption (DPC) by the UNITED STATES.

(b) Determine Shared Allocated Costs (SAC) by using the SAP times the Total Annual Production (TAP) costs.

(c) Determine Costs of Production (COP) by dividing the SAC by the DPC resulting into the UNITED STATES' Annual Cost (PAC) per 1,000 gallons.

2.6.7. The UNITED STATES unconditionally covenants that the payments hereinabove provided will be made in the amounts and in the manner prescribed, and the UNITED STATES shall have no right of setoff, counterclaim, abatement, suspension, or diminution of such payments.

2.6.8. The provisions of this covenant are for the benefit and protection of the COG, the UNITED STATES and the owners and holders of any obligation issued by the COG which are to be supported and secured in whole or in part, from the payments and provisions of this Agreement, it being recognized that the holders of such obligations shall be third-party beneficiaries of this covenant, and it being understood by both parties that the security for the payment of the obligations shall be and will be conditioned upon this covenant.

2.6.9. The UNITED STATES further unconditionally covenants and agrees to fix and maintain rates and collect charges for the facilities and services afforded by its water supply system as may be necessary to provide sufficient revenues at all times to (1) pay all expenses of maintaining and operating its water supply system, including the payments required under this IGSA; (2) pay the principal and interest on any obligations of the UNITED STATES, in whole or part, from the revenues of its water supply system; and (3) pay the monthly payments due and payable to the COG hereunder during the terms of this Agreement.

3. WASTEWATER TREATMENT SERVICE (WTS).

3.1 General:

3.1.1 The COG shall be capable of providing Wastewater Treatment Services to the UNITED STATES twenty-four (24) hours per day, seven (7) days per week, 365 days per year. The COG shall only have state-certified or licensed personnel to perform the required actions to provide water service to the UNITED STATES. The COG shall

conduct wastewater plant operational checks at a minimum twice a week and comply with applicable operation and maintenance manuals. WTS operations include, but are not limited to maintaining daily operations logs, maintaining proper levels, maintaining proper chemical levels, operating and maintaining automated control systems, and providing other services as required by the PWS.

3.1.2 Services: See "Continuity of Service" paragraph 7.9 herein.

3.2 Quantity: Subject to the terms and conditions hereinafter set forth, the COG agrees to treat the wastewater as delivered by the UNITED STATES from the existing delivery point(s) and the UNITED STATES agrees to pay for those services.

3.3 COST OF WASTEWATER TREATMENT SERVICE

3.3.1 Rate Development: The COG shall provide the proposed rate for the new fiscal year to the UNITED STATES no later than 1 August for review. The new rate shall become effective on 1 October of each year pending consent of both parties. Any discrepancies between the UNITED STATES' review and the COG's review for the same period will be settled through negotiation and the agreements on the new rates will be reflected in a modification to the Agreement. If negotiations on a new rate for an upcoming fiscal year have begun prior to, but have not been completed by 30 September, the rate for previous year will remain in effect until an agreement is reached and a modification to the Agreement is made.

3.3.2 Lowest Rate: The COG hereby declares that rates are not in excess of the lowest rates available to any existing or prospective customer under like conditions of service, or of the same classification, and agrees that during the life of this Agreement, the UNITED STATES shall continue to be billed at the lowest available rate for similar conditions arising from all equipment and facilities required for the operation and maintenance of the provided utilities service.

3.3.3 Proposed Rate: The COG will provide, for UNITED STATES review, the proposed rate for new fiscal year no later than 1 August prior to the beginning of a new fiscal year. The new rate shall become effective on 1 October of each year pending consent of both parties. Any discrepancies between the UNITED STATES' review and the COG's review for the same period will be settled through negotiation and the agreements on the new rates will be reflected in a modification to the IGSA. If negotiations on a new rate for an upcoming fiscal year have begun prior to, but have not been completed by 30 September, the rate for the previous year will remain in effect until an agreement is reached and a modification to the IGSA is made.

3.3.4 Wastewater Rate: The UNITED STATES shall pay a variable wastewater service rate per 1,000 gallons of measured wastewater, based on operation and maintenance costs, subject to annual adjustments pursuant to Paragraph 3.3.6 of this Agreement. The cost data used for the computation of new rates shall be based on the previous 12 consecutive months of operation starting in June of the prior year.

3.3.5 Transport/Treatment: Wastewater generated by the UNITED STATES at North Fort Cavazos and received for transport and treatment by the COG shall meet the definition of water waste set forth by the Texas Commission on Environmental Quality (TCEQ) and the COG Sewer Use Ordinance.

3.3.6 Rate Changes: Annual rates (see Exhibit C) are based on consumption and operating and maintenance costs from June through May of the previous calendar year. Beginning 1 October 2020 and each subsequent 1 October thereafter, a new variable wastewater service rate shall become effective pending consent of both parties. The rate shall be determined based on the following factors:

3.3.6.1 Description of various costs

- a. Salaries and benefits such as:
 - 1. Retirement, health insurance
 - 2. Staff certifications, Licensing, Travel
 - 3. Uniforms, etc.
- b. Operations and Maintenance (O&M Costs):
- c. Utilities
- d. Materials, Supplies, and Printing
- e. Chemicals
- f. Property/Liability insurance
- g. Vehicle Leases/gas and oil
- h. Permit fees (federal/state)
- i. Plant Repairs and Maintenance
- j. Mailing/legal/audit

3.3.6.2 Computation: All active costs categories are listed in Exhibit C.

3.3.6.3 All O&M costs will follow COG's Procurement Policy; the Wastewater Treatment Department may utilize one or more of the State of Texas-approved purchasing cooperatives. For purchases of less than \$50,000 in the aggregate, the Wastewater Treatment Department will obtain competitive bids from at least three sources to secure the best pricing for that material/service. All purchases more than \$50,000 require a Request for Proposal and must be approved by COG's City Council.

3.3.6.4 The COG will make these materials available upon request by the UNITED STATES. In the event of a UNITED STATES audit, the COG's cost figures, and budget with the above substantiating data will be furnished to the UNITED STATES, if requested.

4 MEASUREMENT OF SERVICE:

4.1 Metering Equipment:

a. The COG will furnish, install, operate and maintain at its own expense, the necessary metering equipment and devices (of advanced or standard type) at the designated delivery point(s) for each utility service, including water and wastewater. The metering equipment will accurately measure and control the quantity of utilities services provided/delivered under this Agreement, and will permit the flow of water and wastewater treatment service to UNITED STATES at the agreed upon quantify. Such equipment will contain component facilities which will allow delivery/treatment more than such agreed maximum rate during emergency periods. For purposes of this Agreement, the term "emergency periods" means periods during which the delivery of water in excess of the agreed maximum rate set forth herein is required because of danger to human life or property, as determined in the sole discretion of the COG with prudent consideration being given to the rights of other customers being served.

b. All metering equipment shall remain the property of the COG. The UNITED STATES shall have access to such equipment at reasonable times, but the reading, calibration, and adjustment thereof shall only be done by COG employees or agents.

c. The COG shall read all necessary meters at periodic intervals of approximately thirty (30) days. All billing based on meter readings of less than twenty-seven (27) or more than thirty-two (32) days may be prorated accordingly, if both parties agree.

4.2 Meter Data:

a. The original meter readings shall be recorded in a journal or Excel format, which may be transcribed by COG employees or agents. The COG shall provide to the UNITED STATES a copy of an Excel log monthly for validation. Upon written request of UNITED STATES, the COG will give UNITED STATES a copy of such journal, Excel file, record book, or permit GC to have access to the same in the office of the COG during reasonable business hours. If the UNITED STATES requests a copy of such journal or record book, the cost of reproducing copies (if needed) shall be borne by UNITED STATES.

b. For this Agreement, the original record or reading of the meter(s) shall be in a journal or Excel format which the records of the employees or agents of the COG who take the readings are or may be transcribed. The COG shall provide to the UNITED STATES a copy of an Excel log on a monthly basis for validation. Upon written request of UNITED STATES, the COG will give UNITED STATES a copy of such journal, Excel file, record book, or permit UNITED STATES to have access to the same in the office of the COG during reasonable business hours. Upon written request of the UNITED STATES, the COG will give the UNITED STATES a copy of such journal, record book or computer printout, or permit the UNITED STATES to have access to the same in the office of the COG during reasonable business hours or via email.

4.3 Meter Calibration: The COG shall calibrate its meters at such times as may be required under the rules and regulations of the TCEQ and industry standards. In addition, not more often than once in each calendar year, on a date as near to the end of a calendar month as practicable. The COG shall calibrate its meters if requested in writing by the UNITED STATES to do so, in the presence of a representative of the UNITED STATES, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustment shall be necessary. If the UNITED STATES request, in writing, the calibration of COG's installed meters, then the COG shall give the UNITED STATES notice of the time when any such calibration is to be made. If the representative of the UNITED STATES is not present at the time set, the COG may proceed with calibration and adjustment in the absence of any representative of the UNITED STATES. The calibration report shall be provided no later than 7 calendar days of the completion of the calibration action. The preferred delivery of such report is via email, however, the report may be delivered via standard first-class mailing, as well.

4.4 Meter Inaccuracy:

4.4.1 Testing. If upon any test (of provided utilities services, i.e. water and wastewater services), the percentage of inaccuracy of any metering equipment is found by the COG to be in excess of five percent (5%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable with reasonable certainty, and if such time is not ascertainable with reasonable certainty, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration of such metering equipment, but in no event further back than a period of six (6) months from the date such inaccuracy is discovered. If for any reason any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be determined by the registration of any check meter. If the same has been installed and is accurately registering.

4.4.2 If a check meter has not been installed or is not accurately registering, the amount of water delivered during such period shall be determined (a) by correcting the error if a percentage of error is ascertainable by calibration tests or mathematical calculation, or (b) by determining the quantity of water delivered during the preceding period of time which is the same number of days as the period which any meter has been out of service or under repair under similar conditions when the meter was registering accurately. The UNITED STATES agrees that any determination by the COG of the amount of provided utilities delivered/treated which is made in accordance with the foregoing provisions of this paragraph shall be conclusive and binding upon the UNITED STATES.

4.5 Check Meter: The UNITED STATES may, at its option and expense, install and operate a check meter to verify the accuracy of each meter installed by COG. However, the measurement of the provided utilities services for the purposes of this Agreement shall be solely by the COG's meters, except in the cases hereinafter specifically provided to the contrary. Such check meters shall be of standard or advanced smart meter type and shall be subject at all reasonable times to inspection and examination by any employee or agent of the COG. The reading, calibration and adjustment of any check meter shall be made only by the UNITED STATES. Except during any period when the check meter may be used under the provisions hereof for measuring the amount of provided utilities, in which case the reading, calibration and adjustment thereof shall be by COG with like effect as if such check meter had been furnished or installed by COG.

5 BILLING AND PAYMENT:

5.1 General: The unit of measurement for Water Supply Service (WSS) and Wastewater Treatment Service (WWTS) hereunder shall be 1,000 gallons per unit of measurement of the provided service (i.e., water or wastewater) in U.S. Standard of Liquid Measure. The COG shall read all the meters monthly and will promptly render monthly bills to the UNITED STATES based on such readings. Payments for such bills shall be due within thirty (30) days from the date they are mailed, properly stamped and addressed to the UNITED STATES.

5.2 Failure to Pay: If the UNITED STATES fails to pay any bill due to the COG on or before its due date, the COG may provide a written notice of delinquency to the UNITED STATES. If all outstanding bills remain unpaid for fifteen (15) days after the notice is mailed and negotiations fail, the COG shall be authorized to discontinue further utilities services until all outstanding bills, including interest thereon at the maximum legal rate, have been paid in full.

5.3 Payment

a. The payment method for IGSA's will be made via Miscellaneous Payment transactions processed through the General Fund Enterprise Business System (GFEBS). All IGSA's will be manually entered into GFEBS to commit and obligate funds. Payments will be processed within GFEBS by the Directorate of Public Works (DPW) Business Management Branch, who will submit payment documents to DFAS to issue payment via electronic fund transfer (EFT) or check to the COG.

b. The UNITED STATES shall pay the COG monthly for services based upon satisfactory completion of services. Payment shall be based for services provided as set forth in this Agreement. The COG shall not include State or Local taxes in the prices charged to the UNITED STATES unless approved by the IGSA-M in advance. The COG shall electronically submit invoices or payment requests to the UNITED STATES' IGSA-TR. The IGSA-TR will not authorize payment unless all billed services have been satisfactorily completed and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement

c. COG shall be paid by the designated disbursing officer for utilities services furnished hereunder at the rates specified commencing with the billing period in which service is initially furnished and continuing until this Agreement is terminated, except that the minimum monthly charge shall be equitably prorated for the billing period in which commencement and termination of this Agreement shall become effective.

d. Payments hereunder shall be contingent upon the availability of appropriations therefore and shall not be made in advance of the service rendered.

e. All bills for service shall be paid without penalty or interest and the UNITED STATES shall be entitled to any discounts customarily applicable to payment of bills by all customers of the COG.

5.4 Invoices:

(a) Invoices for service rendered hereunder shall contain the following at a minimum:

- (1) Name and address of the COG.
- (2) Invoice date and number.
- (3) Intergovernmental Support Agreement (IGSA) number.

(4) Description, quantity, unit of measure, unit price.

(5) Meter readings at the beginning of the billing period, meter constant, and consumption during the billing period.

(6) Customer name and address of an official to whom payment is to be sent.

(7) Name, title, and phone of person to notify in event of defective invoice.

(8) Such other pertinent data as shall be required by the UNITED STATES to ensure validation of service rendered.

(b) COG shall read all meters to adhere to the billing period. A billing period is defined as the first day of the month through the last day of the same month. Invoices shall be delivered NLT the 15th of the month following the month of the service received.

(c) Any disputes in the invoice shall be provided to the Utilities Sales Officer, 254-288-3314, who will take the appropriate actions for the resolution and final approval of the Director of Public Works.

(d) To obtain payment, invoices shall be delivered via email (per paragraph 9.0) or per U.S. Postal Service to address at paragraph 5.5.

5.5 Mailing Address: The official address for U.S. Postal Service delivery is as follows:

DPW
1225 Engineer Drive, Bldg. 4612
ATTN: BOLD, Utilities Sales
Fort Cavazos, Texas 76544

6 SYSTEM OPERATION:

6.1 The COG shall establish a Preventive Maintenance Program (PMP) to ensure proper operation of the Water and Wastewater systems. This shall include inspection of the entire system to ensure calibration (if required) of all controls/sensors and equipment are working properly. Any reimbursement for parts and components will be IAW paragraphs 6.5 (Reimbursement Maintenance Requirement) of this PWS. The COG shall make inspection, and calibration reports available to the AOR, when requested. The COG shall provide the OCR with a schedule of inspections and maintenance actions, if requested.

6.2 Preventive Maintenance Program (PMP). The COG shall perform preventative maintenance IAW equipment manufacturer guidelines. The PMP shall be a comprehensive program of inspection, maintenance, and repair. Its purpose is to prevent and correct deficiencies with equipment items, thus minimizing breakdowns and service interruptions, extending component service life, and maximizing operating efficiency.

6.2.1 PMP Records. The COG's maintenance records shall include detailed descriptions of periodic maintenance performed, the scheduled date and completed dates, and the name of the individual accomplishing the work. The COG shall update the maintenance records as maintenance and inspections are completed. PMP records shall document all inspections, corrective, and preventive maintenance tasks accomplished. Document means to record "at a minimum" part nomenclature, date of replacement, costs and manufacturer. Serial numbers of major components such as pumps, motors, etc. shall also be recorded in cases where the serial number would not be accessible after installation. These records shall be maintained by the COG and made available to the AOR, upon request.

6.2.2 Warranty Replacement Records: The COG shall annotate records and be responsible for filing, tracking, and utilizing any manufacturer warranties for replacement parts. Records shall also be annotated showing warranted items and warranty expiration dates on all warranted equipment. Copies of all warranty records shall be provided to the UNITED STATES, upon request.

6.3 Corrective Maintenance/Repair Limitation. Corrective maintenance includes adjustments, service, preventive maintenance or repairs required to return the utilities system(s), equipment or components to proper operating conditions. When possible, equipment and system deficiencies may be corrected with preventive or corrective maintenance. The COG shall submit a formal request stating the type of repair, cost of repair, and the dollar amount to be invoiced to the UNITED STATES. The UNITED STATES will ensure availability of funds prior to approval of work.

6.4 Alterations and Repair: It is expressly recognized by UNITED STATES that the COG may be compelled to make necessary alterations, repairs and extensions of new or additional utilities services facilities from time to time during the life of this Agreement, and any suspension of delivery to UNITED STATES due to such operation shall not be cause for claim or damage on the part of the UNITED STATES, provided all reasonable effort is used by the COG to provide the UNITED STATES with water and wastewater service in accordance with this Agreement. In such case, the COG shall give the UNITED STATES as much advance notice as may be practicable of the suspension of services and of the estimated duration thereof.

6.5 Reimbursable Maintenance Requirements.

6.5.1 For reimbursable corrective maintenance/preventive maintenance/repair actions, the COG shall procure the required parts on a competitive basis or, if there is a lack of competition, provide justification and gain UNITED STATES's approval prior to purchase. Material costs shall be based on the actual direct cost of the material from the lowest of quotes provided by the COG from at least three (3) different commercial vendors. The lowest available price will be used or the most technical acceptable method, as approved by the UNITED STATES. Fewer than three (3) quotes may be acceptable if the item is specially made or manufactured only by a specific company and no commercial equivalent is available, and the COG gains UNITED STATES approval prior to purchase. The UNITED STATES reserves the right to reject low-priced parts that could be of inferior quality. The UNITED STATES retains the right to obtain additional quotes in questionable situations. The UNITED STATES or designated representative reserves the right to specify quality, size, efficiency, and appearance requirements for all parts requiring repair or replacement. The COG shall bill for repair actions each month via a line item on the invoice, as needed. The cost of this specific maintenance requirement shall be notated as "Maintenance Service" on the invoice.

6.5.2 All original sales tickets shall be turned in with the invoice for payment. If not accompanied by the original sales ticket, the repair action will not be paid until the required documentation is furnished. The billing shall be supported by an itemized list detailing description, quantity, unit cost, total cost and the end use. Discounts and rebates on parts provided to the COG shall be credited to the UNITED STATES. The COG shall maintain a copy of delivery tickets, sales slips, or other documents identifying items purchased under the cost reimbursement portion of this Agreement. All purchase documents shall be made available to the UNITED STATES for review and audit.

6.6 Force Majeure

6.6.1 If the COG should be prevented, wholly or in part, from furnishing water to the UNITED STATES under this Agreement for any reason beyond the COG's control, including an act of God, unavoidable accident, acts of public enemy, strikes, floods, 'fires, governmental restraint or regulations, breaks in the COG's pipelines, then the obligation of the COG to deliver water to the UNITED STATES shall be temporarily suspended during the continuance of such force majeure. However, in any such event, UNITED STATES shall pay and continue to pay all amounts required for services rendered, notwithstanding such temporary suspension of the provided utilities services.

6.6.2 No damage shall be recoverable by the UNITED STATES from COG by reason of a temporary suspension of delivery of all services (i.e., water and wastewater) due to any of the causes above mentioned. If the COG's ability to deliver services to the UNITED STATES is affected by any of the causes above mentioned, the COG shall promptly notify the UNITED STATES' designated in writing, paragraph 9.0; giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.

6.6.3 If the provided utilities services available to the COG are insufficient for any reason to serve the requirements of all its customers (due to unforeseen incidents), then the available services will be allocated and prorated by the COG in such a manner that all shall suffer like, and preference be given to none.

6.7 Operating Expense: All monies required to be paid by the UNITED STATES under this Agreement shall constitute an operating expense of the provided utilities services. The UNITED STATES further agrees to comply with all the provisions of the resolutions, ordinances or indentures authorizing its bonds or other obligations, if any, which are payable in whole, or in part, from revenues of providing service to the UNITED STATES.

7 TERMS:

7.1 General: Unless extended by mutual agreement of the parties hereto, this agreement shall be in force and effect from the effective date hereof as determined on the effective date of execution by signature of all parties, until the debt service on all obligations (including any refunding obligations) issued to finance the cost of such alteration and repairs. However, the term of this Agreement shall not be more than 10 years from such effective date (the "initial term") and UNITED STATES is hereby granted an option to extend for another 10 years. This Agreement shall become executable upon the final signature of the UNITED STATES and shall remain in effect until terminate IAW paragraph 7.2.

7.2 Termination: The UNITED STATES may terminate this Agreement by providing written notice to the COG at least three (3) months before the intended termination date. Any costs still due to the COG shall be analyzed and agreed upon by both parties.

7.3 Modification: This Agreement shall be subject to change or modification at any time but only with the mutual written consent of the COG and the UNITED STATES. The UNITED STATES recognizes that ordinances authorizing the issuance of obligations to finance the costs of future construction projects; may contain covenants by the COG not to consent to certain changes or modifications of this Agreement. This Agreement shall not be assignable by either party hereto without the prior written consent of both governing bodies of the parties hereto. This Agreement shall be for the sole and exclusive

benefit of the COG, UNITED STATES, and the owners and holders from time to time of the COG's bonds or other obligations. The COG is, however, granted the specific right to assign, mortgage, transfer, trust, pledge or otherwise hypothecate or encumber UNITED STATES' obligations to make payments under this Agreement.

7.4 Multiple Service Locations

7.4.1 By written order, the UNITED STATES may, at any time, designate any service location within the service area at which service shall be furnished or discontinued thereunder, and the Agreement shall be modified in writing accordingly by adding or deleting from the service specifications the name and location of the appropriate service specifications, if applicable, and any other appropriate terms and conditions.

7.4.2 The minimum monthly charge specified in this Agreement shall be prorated for the billing period in which commencement or discontinuance of service at any service location designated under the service specifications shall become effective.

7.5 Nature of UNITED STATES' Obligation: The parties hereto recognize that the price UNITED STATES is required to pay for its rights hereunder (including, but not limited to the right to receive services as herein provided) is directly related to the COG's obligations to pay the debt service requirements on its obligations issued for the purpose of financing the cost of the Project and the COG's obligations as a public utility to operate and maintain its regulatory requirements and good business management practices. Consequently, the obligations of the UNITED STATES to pay pursuant to the provisions of this Agreement shall be absolute and unconditional, irrespective of any rights of setoff, recoupment or counterclaim the UNITED STATES might otherwise have against the COG and UNITED STATES will not suspend or discontinue such payment or terminate this Agreement for any cause whatsoever during the "initial term" and hereby expressly waives any rights of setoff, recoupment, counterclaim with respect to any payments due hereunder to the COG. This paragraph shall not be construed to release the COG from the performance of any of its agreements contained in this Agreement or, except to the extent provided.

7.6 Surplus Capacity: UNITED STATES may, with the prior written approval of the COG, enter into sub-agreements with other customers or persons pursuant to which part of the capacity to which UNITED STATES is entitled may be sold to such other customers or persons. The consideration and terms of such sub-agreement between UNITED STATES and others shall be determined by the sub-agreeing parties, and the COG determines it is unable to comply with terms thereof. 1/10 such sub-agreement or approval by the COG shall relieve UNITED STATES of its primary and unconditional

obligation to make all payments to the COG in accordance with the terms of this Agreement. To the extent, however, that the COG receives payments in cash as a result of any such sub-agreements, UNITED STATES' unconditional obligation to make payments to the COG shall be reduced by the amount of cash received.

7.7 Specific Performance: No Service: This Agreement is not intended to specify (and shall not be considered as specifying) an exclusive remedy for any default by the COG, but all such remedies (other than termination) existing in equity may be availed of by UNITED STATES and shall be cumulative. Recognizing, however, that the COG's undertaking to provide and maintain services as provided herein is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the COG agrees, in the event of any default on its part, that UNITED STATES shall have available to it the equitable remedy of specific performance. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind.

7.8 Debt Service

7.8.1 In 2011, the COG issued \$8,005,000 in revenue bonds to complete the second and last phase of modernization and expansion of the COG's water system. This action was required by the Texas Commission on Environmental Quality (TCEQ), due to the system reaching the 85% capacity threshold. The repayment shall be shown on the invoice as "Debt Service (Water), 2011.

7.8.1.1 The repayment of the bond is shared by all COG customers. The annual Debt Service is shared based on a percentage of water usage of the previous. The percentage of financial responsibility will change annually based on the percentage of purchased water from the previous year. During FY22 and into FY23, the repayment amount was about \$1,202 monthly.

7.8.1.2 This information will be provided to the UNITED STATES, and a modification shall be provided that will change to the current percent and dollars amount, along with the time period of execution.

7.9 CONTINUITY OF SERVICE:

7.9.1 All services or any specifically designated portions of the functions accomplished under this Agreement shall be performed during any wartime operations or national

emergency. Operations (during those times) are those actions, including contingency planning, which would be required to support current or future wartime requirements. Functions that will be continued during this time- related contingencies include all work required under this PWS.

7.9.2 The COG shall use reasonable diligence to provide a regular and uninterrupted service at the various service location(s). However, the COG shall not be liable to the UNITED STATES for damages, breach of agreement, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control and with the fault or negligence of the COG. Such causes may include, but are not restricted to, acts of GOD or of the public enemy, acts of the UNITED STATES in either its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities; provided that when an failure, suspension, diminution, or variation of service shall aggregate more than one (1) hours during any billing period hereunder, an equitable adjustment shall be made in the monthly rates specified in this (including the minimum monthly charge).

7.9.3 The UNITED STATES shall notify the COG of any crisis by any means of communication within twenty-four (24) hours of the initial crisis or contingency. There shall be no costs paid by the UNITED STATES to the COG during this time except those incurred for work and/or service performed under this PWS. Notwithstanding any other provision of this Agreement, the COG agrees that, in the event of the occurrence of any wartime-related contingency, the UNITED STATES shall have the unilateral right to extend performance of this Agreement as long as the wartime contingencies or national emergency exists. All payments will be in accordance with the existing agreed rates, at that time.

8 DEFINITIONS

8.1 Authorization Officer (AO). The individual with the authority to enter into, administers, or terminate this Agreement and makes final related determinations and findings referenced to the Agreement. Normally, this is at the Garrison Commander or the IGSA Manager (IGSA-M).

8.2 Authorization Officer's Representative (AOR). Individuals designated to perform quality assessment functions and oversee performance in accordance with the Quality Assurance Surveillance Plan (QASP). They serve as on-site technical managers assessing COG performance against all performance standards noted herein of the Agreement. The AOR reports to the AO of any findings in need of correction or improvement of the Agreement.

8.3 Performance Objective. The outcome is associated with successful performance in a specific area. This is a critical success factor in achieving the organization's mission, vision and strategy which, if not achieved, would likely result in a significant decrease in customer satisfaction or risk mission failure. Obtaining multi-services/sub-services performed at a certain measurable standard and consistently ensures success in achieving the objectives critical to the mission.

8.4 Performance Threshold. The minimum standard for a performance objective required by the UNITED STATES.

8.5 Quality Assurance. A process that measures success towards achieving defined performance goals or objectives defined within the performance thresholds in the services summary or the process of assessing progress towards achieving the objectives/goals developed in a Quality Assurance Surveillance Plan (QASP).

8.6 Quality Control. The COG program was put in place to ensure high quality goods or services. Those actions taken by the COG to ensure the standards of performance of services as stated in this Agreement are obtained and the actions taken to reduce defects and eliminate recurrence.

9. POCs related to the administration and Quality Assurance of this Agreement.

Name	Title	Email	Phone
Bobby Lynn	Utilities Sales Officer (IGSA-TR)	Bobby.L.Lynn.civ@army.mil	254-288-3314
Sharon Incle	Chief, Business Mgmt. Branch (IGSA-TR Alternate)	Sharon.incle.civ@army.mil	254-287-3806



CITY COUNCIL MEMORANDUM

To: Mayor & Council

From: Bradford Hunt, City Manager

Agenda Item: Update on Proposed Police Department Building

Information:

Recap:

At the April 22, 2025 Council Meeting, Council Passed a resolution stating the City's intent to pursue an application with the USDA Rural Development to construct a new police station. The original project cost was estimated at \$8.1M, for a new building at the 2525 Osage Road site (old Rotunda building). At that time, I stated "we are doing our due diligence for consideration of the PD building project, but we will not recommend moving forward until we consider all available information and impacts city-wide."

At the May 27, 2025 Council Meeting, Guest speaker Crystal Cowen with MRB presented information regarding revisions to the proposed Police Department building. Their intent, with input from me, Chief Clark, and his staff, was to reduce the square footage and potential costs to a level that still provides a sensible plan for a new building. The estimated project cost was reduced from \$8.1M to \$6.9M. Council at that time viewed the first rendition of the exterior of the building, as well as a general floorplan of the interior.

New Information:

MRB has provided a more detailed floorplan and two additional exterior renditions (please see Attachment 1).

Deputy City Manager/CFO Mike Halsema and I have considered all options for potential funding, and we intend to pursue the USDA grant funding to its logical conclusion. We will present our findings and application status to Council as information becomes available.

Finally, we have estimated the final overall project costs, as listed below.

Financial Impact:

Upon further discussion with City staff, we estimate the costs for the final completed project could range from \$6.15 to \$7.25 million.

- \$6.9M minus \$400K (estimated) = \$6.5M
 - City crews can perform the major site preparations, including the concrete removal and grading the site to relatively level base.
 - PW Director Newman will contract with a concrete milling company to obtain the crushed material for further use, likely as road base, within the city.
- \$6.5M minus \$1.1M = \$5.4M
 - If our application with USDA is approved, the USDA representative estimates we would receive about 17% in matching funds. This is half of the listed 35% match in the grant information packet. The rep bases this estimate on recent approvals within this region of the United States.
 - USDA offers a rate of 4.125%, with no pre-payment penalty. However, USDA further requires a letter stating the City has been unable to obtain funding via a private bank at a rate equal to, or better than, the 4.125. Based on this, we may not qualify for the USDA Rural Facilities grant, but we may get a rate from a private entity that offsets the loss of the grant matching funds, over the life of the debt obligation.
- \$5.4M plus \$750,000 = \$6.15M (OR \$6.5M plus \$750,000 = \$7.25M) total debt obligation
 - MRB Architects' estimated cost for new construction does not include furniture, security systems, AV & tech needs, gym equipment, lockers, storage shelving, appliances, and other interior necessities for a new building.
 - Further, the new building will require a new radio tower.
 - The cost of the new emergency generator is not considered, as it will be requested as a part of Gatesville PSAP status with CTCOG.
 - See attachment 2 for explanation of this \$750,000 additional funding.

Staff Recommendation: n/a

Motion: n/a

Attachments: n/a

Floor Plan



BUILDING SQUARE FOOTAGE:

13,595 TOTAL SF

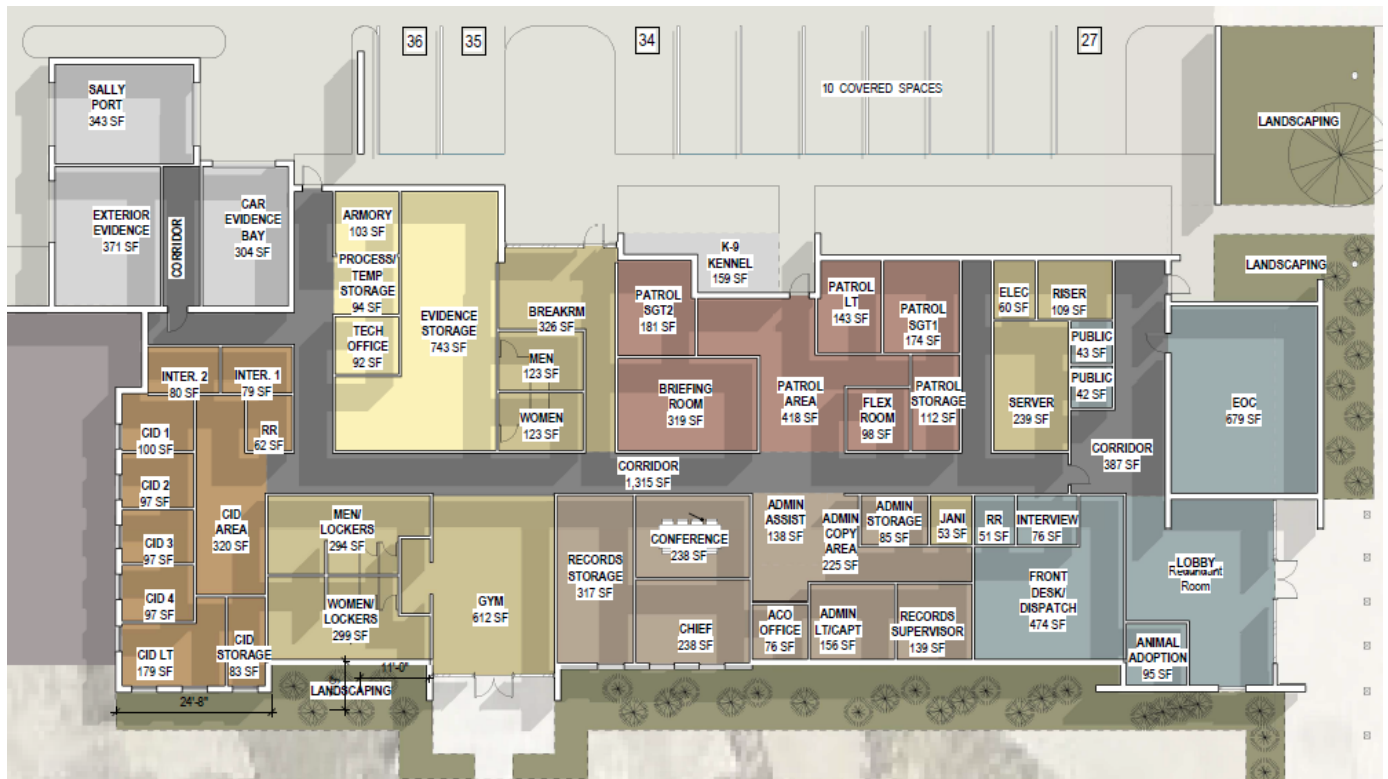
12,368 SF ENCLOSED

1,227 SF EXTERIOR ENCLOSED/COVERED

LOT:

72,060 SF = 1.655 ACRES

- FRONT-FACING
- COMMON-USE
- ADMINISTRATIVE
- PATROL
- EVIDENCE
- CRIMINAL INVESTIGATION
- EXTERIOR STORAGE
- SECURE AREA
- CORRIDOR
- FUTURE
- LANDSCAPE PLAZA



Option A, Exterior



Option B, Exterior



Option C, Exterior



Attachment 2**Interior Appointments**

Category	Estimated Cost Range
Office Furniture (desks, chairs, storage for ~30-40 staff)	\$100,000 - \$200,000
Gym Equipment (basic police fitness setup)	\$20,000 - \$50,000
Lockers (12 units, heavy-duty metal)	\$6,000 - \$12,000
Evidence Storage (1,000 sq ft, shelving, secure cabinets)	\$25,000 - \$60,000
Appliances (kitchenettes, break rooms, mini fridges, etc.)	\$10,000 - \$20,000
TVs / Displays (8 to 12 units, 55" to 85") + 10-20 White Boards	\$13,000 - \$33,000
Conference / Training Room Setup (tables, AV, etc.)	\$15,000 - \$40,000
<u>Lobby & Public Areas Furniture</u>	<u>\$10,000 - \$25,000</u>
Subtotal	\$199,000 - \$440,000
<u>Miscellaneous & Contingency (20%)</u>	<u>\$40,000 - \$88,000</u>
Total	\$239,000 - \$528,000

Radio Tower

Component	Estimated Cost Range
Tower Structure (Self-Supporting, 100', w/lighting, grounding)	\$40,000 - \$70,000
Foundation & Site Prep (concrete, excavation, soil testing)	\$25,000 - \$50,000
Installation & Labor	\$20,000 - \$40,000
Antenna Systems / Cabling (public safety-grade)	\$10,000 - \$30,000
<u>Permits & Engineering / Structural Analysis</u>	<u>\$5,000 - \$15,000</u>
Subtotal	\$100,000 - \$205,000
<u>Contingency (20%)</u>	<u>\$20,000 - \$41,000</u>
Total	\$120,000 - \$246,000

Totals

Interior Appointments	\$239,000 - \$528,000
<u>Radio Tower</u>	<u>\$120,000 - \$246,000</u>
Estimated Totals	\$359,000 - \$774,000

Source: ChatGPT



Date 6/24/2025

Agenda Item 9

Resolution 2025--057

CITY COUNCIL MEMORANDUM FOR RESOLUTION

June 24, 2025

To: Mayor & Council

From: Bradford Hunt, City Manager; Seth Phillips, Parks and Recreation Director

Agenda Item: Discussion and Possible Action Regarding a Resolution to Accept the Parks Master Plan

Information:

City Manager Hunt and Parks & Recreation Director Phillips will present a n o verview o f information regarding the Parks Master Plan. We will then request that Council formally adopt the Plan.

If formally adopted by Council, the Parks Master Plan serves to:

1. Support grant applications to offset costs for parks-related projects (we anticipate that, in the July 8 Council Meeting, one such grant will be further discussed).
2. Serve as a guide for CIP expenditures over the next several FY budget cycles.
3. Serve as a guide for any potential bonds or debt obligations, for parks-related projects.

Financial Impact: none currently

Staff Recommendation: Staff recommends adopting this resolution to formally adopt the Parks Master Plan in whole, as presented herein and during the regularly scheduled Council meeting on this date.

Motion: I recommend adoption of the Parks Master Plan in whole, as presented herein and during the regularly scheduled Council meeting on this date.

Attachments: Parks Master Plan

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.*

Date 6/24/2025

Agenda Item 9

Resolution 2025--057

APPROVED

Gary Chumley, Mayor

ATTEST:

Holly Owens, City Secretary



MASTER PLAN

2025

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INTRODUCTION

The Parks and Recreation Master Plan for the City of Gatesville is designed to analyze the existing parks and recreational facilities available in the community and make provisions for the future. The Plan will be a comprehensive tool designed to assess the community's needs with respect to outdoor and indoor recreational facilities. The plan will provide implementable measures specific to the needs of the community, in the present as well as in the future. It will make recommendations for the acquisition, development, and management of community park facilities. Feasible alternatives to both indoor and outdoor facility development will be discussed in the plan.

Park facilities and recreation programs provide a tremendous benefit to the community. They promote physical activity, connect people with nature, improve health behaviors by reducing obesity and chronic disease, and inspire people to adopt and maintain healthy lifestyles. Economic stability can also be enhanced by efficiently run recreational programs and park facilities. Park facilities and programs can increase property values, draw consumers to a community, foster job creation, generate tourism, support local businesses, provide activity-oriented destinations, and contribute to a sense of place. The aesthetic quality of a community is also affected by facilities and park space, thus increasing the desirability of the community.

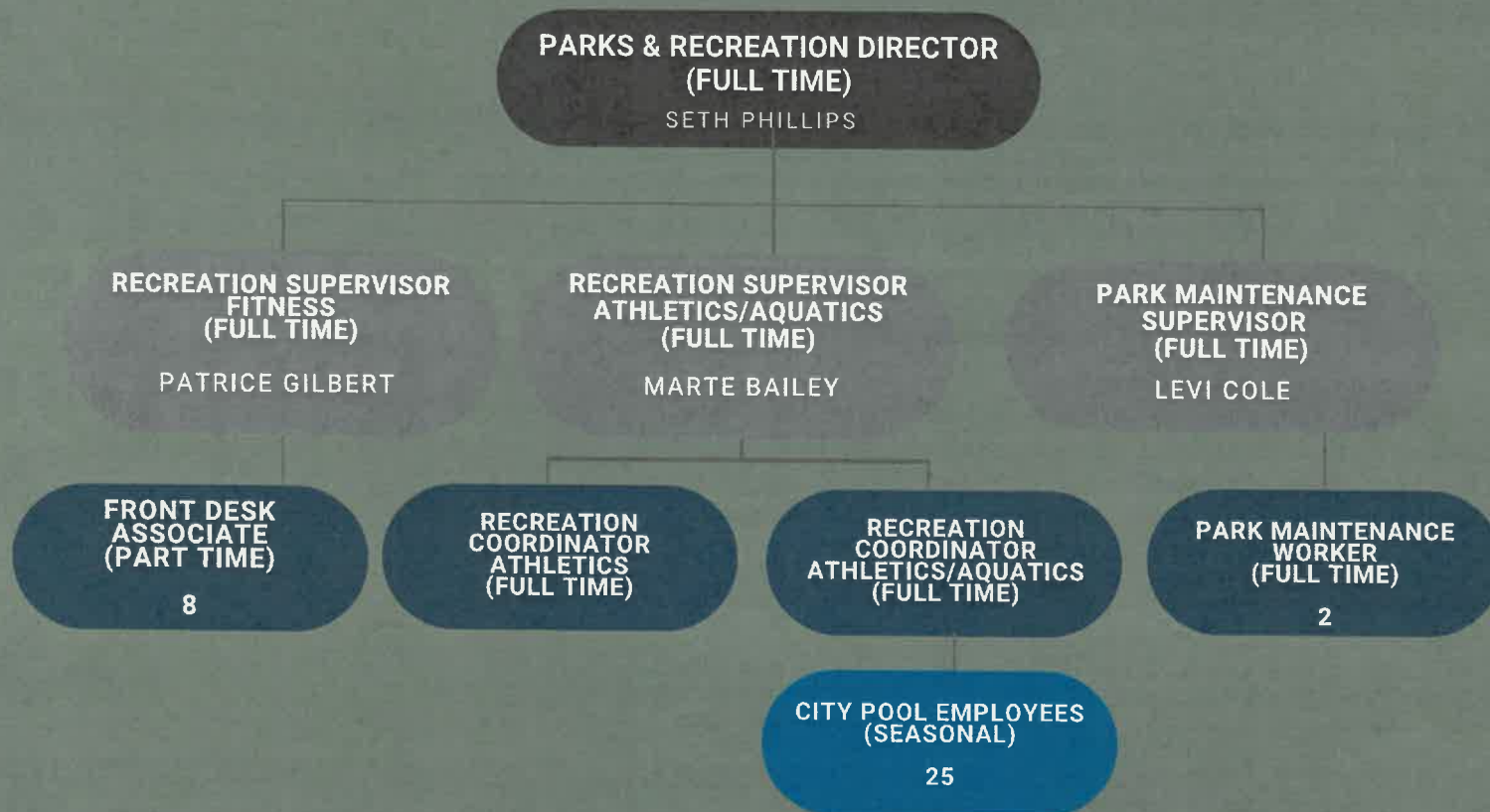


OVERVIEW

The Parks and Recreation Master Plan for the City of Gatesville offers a comprehensive overview of the department. It outlines each of our facilities, including descriptions of their history, our achievements, current conditions, challenges we've identified, and proposed strategies to address these issues. Additionally, it emphasizes the positive aspects of the services we aim to provide for the citizens of Gatesville.



ORGANIZATIONAL CHART



**EMPLOYEE
NUMBERS**
FULL TIME (8)
PART TIME (8)
SEASONAL (25)



STAFFING OPERATIONS

PARKS & RECREATION DIRECTOR

Position is responsible for providing guidance, direction, and coordination of department operations, including oversight of community programs, maintenance, supervision of personnel, and budget administration. The Director ensures that the department operates effectively in its day-to-day business, enhancing collaboration across the department, the City, and the community. This position is also responsible for short and long-range planning, capital projects, and facility maintenance and serves as the staff representative to the City Council.

RECREATION SUPERVISOR -ATHLETICS/AQUATICS

Performs difficult skilled technical and administrative work planning, organizing, and directing athletic, aquatic, and recreation activities, monitoring budget and fiscal expenditures, managing staff, maintaining files and records, preparing reports and related work as apparent or assigned. Work is performed under the general direction of the Parks & Recreation Director.

RECREATION SUPERVISOR - FITNESS

Performs difficult skilled technical and administrative work managing fitness center, teaching classes, assigning duties to front desk staff, planning, organizing, and directing fitness and recreation activities, monitoring budget and fiscal expenditures, maintaining files and records, preparing reports, maintaining a safe workplace, and related work as apparent or assigned. The Recreation Supervisor is responsible for managing the operations of the fitness center and contractors used for group exercise classes and janitorial services. Job may require nonstandard work hours. Work is performed under the general direction of the Parks & Recreation Director.

PARKS MAINTENANCE SUPERVISOR

Position is responsible for the care and maintenance of all city parks, sports complex grounds, splash pad, skate park, city pool grounds, fitness center grounds, police department grounds, library grounds, civic center grounds and green spaces. This includes daily supervision of parks maintenance employees and resources and equipment necessary for the maintenance and care of the above mentioned properties.

FACILITIES



RABY PARK



SPORTS COMPLEX



FAUNT LE ROY PARK



CITY POOL



BROWN PARK



FITNESS CENTER



FREEDOM PARK



PROPERTY ID# 106697

PARKS & AMENITIES

[illegible]

OUR AUDIENCE

The Parks & Recreation Department aims to enhance the quality of life for all residents and visitors of Gatesville. Our mission is to offer facilities and activities for all members of our community that foster connections with nature, promote health, and inspire individuals to adopt and maintain healthy lifestyles.

We provide a diverse range of youth sports at the sports complex, welcoming children starting at age 4. The advantages of youth sports are numerous; they not only offer physical benefits but also contribute to social skills such as teamwork, relationship building, and creating a supportive environment. Youth sports also serve as a wonderful opportunity for families and the community to bond and socialize.

Additionally, adults can engage in recreational programs offered by the department, including the adult softball league and organized pickleball tournaments.

The Gatesville Fitness Center emphasizes the importance of a healthy lifestyle and offers various programs and activities to support this goal. Fitness classes are available for individuals aged 4 and up, with certified instructors leading group exercise sessions, including specialized classes for older active adults. The physical benefits for older adults include pain relief, enhanced flexibility and balance (which can lower the risk of falls). Regular exercise helps prevent chronic diseases. Physical activity is also beneficial for boosting brain function; participating in classes and interacting with others can help reduce the risks of dementia and depression.

Moreover, the various parks provide opportunities for walking, disc golf, volleyball, skating, swimming, basketball, and a multitude of other amenities for families to gather and enjoy the outdoors.



MISSION

The Parks and Recreation Department is committed to improving the quality of life for our community through accessible and inclusive recreational programs, supporting youth development, and encouraging family engagement. We aim to provide outstanding recreational experiences for current and future generations by maintaining parks, open spaces, and facilities that promote active lifestyles and community connections. Our dedication is to ensure that people of all ages and abilities can enjoy, explore, and thrive in a safe, and welcoming environment.



RABY PARK

The historic Raby Park features stunning rolling hills adorned with large native trees, complemented by a creek that flows through the area during wet weather.

For the past century, this beautiful park has provided a welcoming space for the community and families to come together.

Community organizations have hosted various events, such as festivals, car shows, 5K races, disc golf tournaments, and much more.

Additionally, the park serves as a popular venue for families and friends to celebrate birthday parties, reunions, book clubs, weddings, and other social gatherings.



PHOTO CREDIT: CORVELL COUNTY,
IN PHOTOS FACEBOOK PAGE

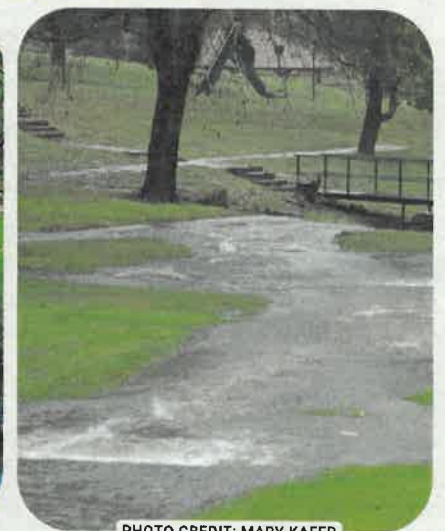


PHOTO CREDIT: MARY KAER

RABY PARK

HISTORY

- On October 5, 1922, Mrs. M.C. Raby deeded to the City of Gatesville a tract of land at the intersection of 10th and Bridge Streets. This piece of property was deeded with the understanding that it would be made into a public park dedicated to the memory of her husband, Dr. J.R. Raby.
- On April 10, 1923, the city purchased (\$2,400) land lying immediately south of this tract.
- In 1925, the old city pool was built and opened. Due to insufficient parking space around the pool, the city bought a strip west of the pool (\$720).
- In 1929 the park was opened to College Street by purchase of the south end of the land (\$3,500).
- In 1934, the city purchased the "Old Cotton Yard" (\$2,250) for use as a football field for the school. The land not only provided a field but also for a street reaching from Bridge to College west of the field.
- When the city and the school separated, the stadium was transferred to the ISD with the provision that if the school ever ceased to use the land as a football field, the title would revert to the city.
- In 1969 the city approved to build a new city pool where the old Holmes Stadium football field was.

Over the years many different organizations have volunteered countless hours beautifying the park in different projects. Records show that the City of Gatesville obtained multiple grants for upgrading the parks between the 1960s-1980s. One project was funded through the Youth Services Division of the Texas Department of Community Affairs. The money was used to operate a Young Adult Conservation Corps project, which was emphasizing erosion control and tree nursery operation to enhance the beauty of Raby Park. Workers built low water dams in Raby Park. The dams created a small pond near the bathrooms area of the park.

In 1980/1981 the City received a federal grant of \$133,098 for improvement and development of its municipal parks. Raby Park received \$2,800 worth of playground equipment, three water fountains, restrooms, ten night lights, landscaping, eight picnic tables, eight barbeque pits, ten all-weather covers for trash containers, three foot bridges, and paving, curbs, and gutters for park streets and parking spaces.



Dr. J. R. Raby

PHOTO CREDIT: A HISTORY OF CORYELL COUNTY
TEXAS - BOOK BY ZELMA SCOTT

HISTORY INFORMATION GATHERED FROM - MILDRED WATKINS MEARS, CORYELL COUNTY SCRAPBOOK - ZELMA SCOTT, A HISTORY OF CORYELL
COUNTY TEXAS - THE GATESVILLE MESSENGER VIA NEWSPAPERS.COM

RABY PARK

HISTORY

1937

PHOTO CREDIT: CORYELL COUNTY HISTORY & PHOTOS
FACEBOOK PAGE



CHILDREN GATHERED AROUND
A MAYPOLE IN 1937

UNKNOWN YEAR

PHOTO CREDIT: CORYELL COUNTY HISTORY & PHOTOS
FACEBOOK PAGE



2025

RABY PARK

HISTORY

PHOTO CREDIT: CORYELL COUNTY HISTORY & PHOTOS
FACEBOOK PAGE



1952

PHOTO CREDIT: CORYELL COUNTY HISTORY & PHOTOS
FACEBOOK PAGE



1970s



2025

2025



RABY PARK

HISTORY



2025

UNKNOWN YEAR

PHOTO CREDIT: CORYELL COUNTY HISTORY & PHOTOS
FACEBOOK PAGE



RABY PARK

AMENITIES

- **DISC GOLF COURSE WITH COMMERICAL BASKETS AND TEE SIGNS**
- **PLAYGROUND EQUIPMENT**
- **SHADED PICNIC AREAS WITH TABLES AND CONCRETE PADS**
- **RECENTLY UPGRADED SPLASH PAD**
- **SKATEPARK**
- **BASKETBALL COURT**
- **PICKLEBALL COURTS**



RABY PARK

CURRENT ASSESMENT

SKATEPARK

The skatepark was originally added to the park in 2003.

The skate park was once a popular place for youth to gather and skate but has been vandalized and deteriorated over the years. Short-term improvements have been made to keep the skatepark open and in a usable condition. However, the concrete is cracked, and the ramps are well past their useful life, and a complete renovation is essential.



CURRENT SKATEPARK

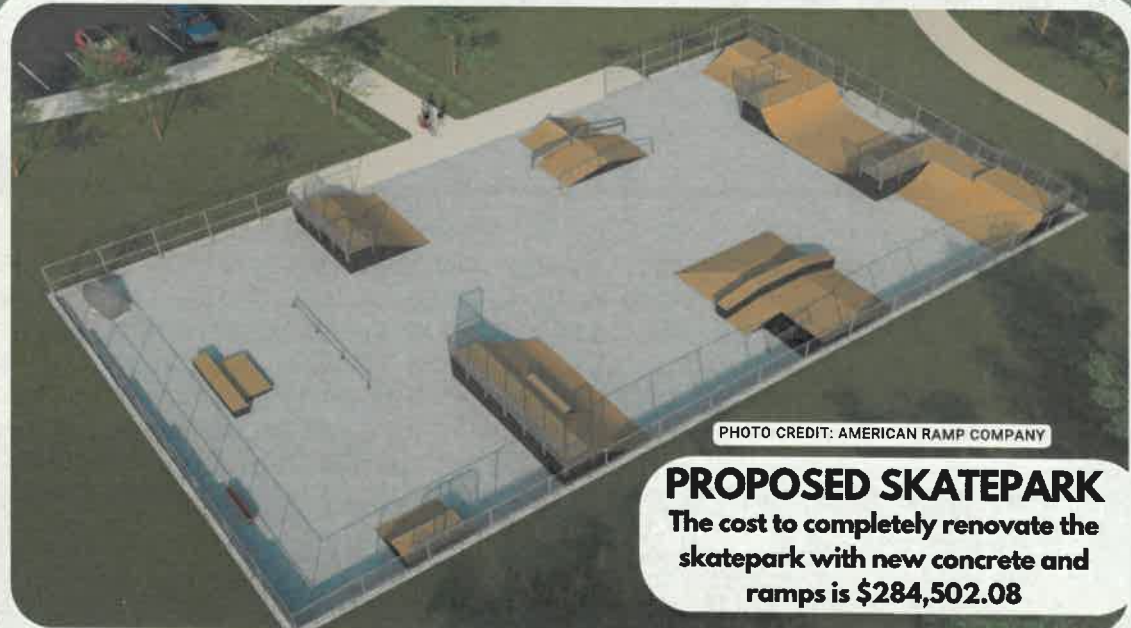


PHOTO CREDIT: AMERICAN RAMP COMPANY

PROPOSED SKATEPARK

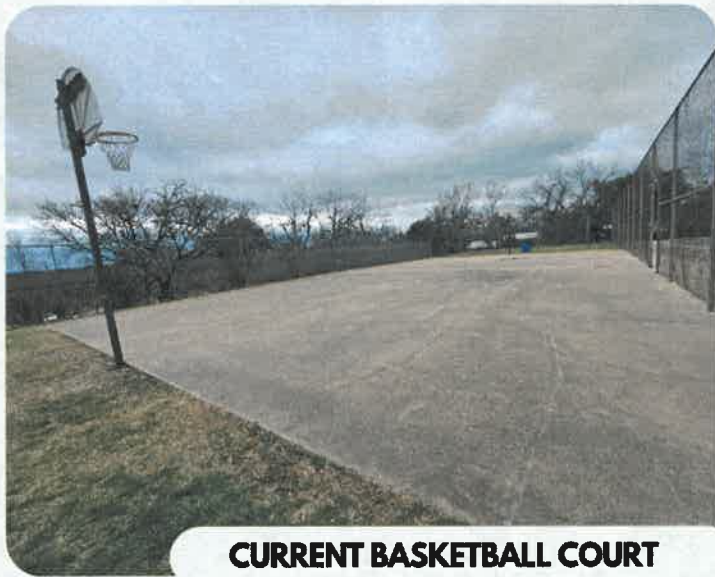
The cost to completely renovate the skatepark with new concrete and ramps is \$284,502.08

RABY PARK

CURRENT ASSESMENT

BASKETBALL COURT

Raby Park has one reduced-sized basketball court located next to the skatepark and pickleball courts. The court has surface cracking and large expansion joints that impact play quality. The court fencing is in disrepair and is not appealing to park visitors. The basketball goals are outdated and show wear and tear from years of use. The court does not have lights and becomes a very dark area after sundown. Basketball courts are limited in the community and an updated outdoor court would provide and add a tremendous service to the park system.



CURRENT BASKETBALL COURT



PROPOSED BASKETBALL COURT

RABY PARK

CURRENT ASSESMENT

PICKLEBALL COURT

Raby Park has two regulation-sized pickleball courts next to the skatepark and basketball court. Old tennis courts were converted to pickleball courts in 2022. The court surface is decent, but the surrounding concrete has large cracks and expansion joints that are irreparable. The court fencing is in disrepair and is not appealing to park visitors. The net posts are in good condition and could be transferred to a new court. The court does not have lights and becomes a very dark area after sundown. Pickleball has become a very popular sport over the past few years. Updated outdoor courts are well-needed and would serve participants of all ages.



CURRENT PICKLEBALL COURT



PROPOSED PICKLEBALL COURT

RABY PARK

CURRENT ASSESMENT

RESTROOMS

Raby Park restroom amenities are residential grade and cause staff and visitors a tremendous amount of problems due to maintenance issues. The lighting is very dim in both restrooms, causing an uninviting feeling for park visitors. The

Raby Park restroom is in need of building and roof repairs. Vandalism of hand soap, toilet paper, and paper towel dispensers is an often occurrence.

Updated restroom facilities with commercial amenities and vandal-proof dispensers are well needed throughout the park system.



CURRENT RESTROOMS



GOOGLE IMAGE

PROPOSED RESTROOMS

RABY PARK

CURRENT ASSESMENT

PLAYGROUND

The majority of the playground equipment in Raby Park is outdated and not appealing to park visitors. The playscape located on the west side of Raby Park is in decent shape but is not very accessible due to the lack of sidewalks. The playscape becomes extremely hot and not usable during the summer months due to the lack of shade. The fall surface is engineered wood fiber and is past it's useful life.

A complete replacement of most playground equipment is needed throughout the entire park system. Better fall surfaces and the addition of shade canopies and sidewalks are vital to the experience we want to provide to park visitors.

PROPOSED PLAYSAPES WITH SHADE AND INCREASED ACCESSIBILITY



RABY PARK

CURRENT ASSESMENT

PLAYGROUND

Two different types of fall surfaces are recommended for playgrounds. Each surface has pros and cons and requires different types of maintenance. The material we currently use is engineered wood fiber.

1) Loose-Fill: Rubber Mulch, Wood Chips, Sand, Gravel

Loose-fill material is typically installed by hand to create a level area over the entire playground. Rubber mulch, engineered wood fiber (EWF), playground sand, pea gravel and other bulk materials are considered loose-fill material. While loose-fill material has the least expensive upfront costs and is easy to install, it also requires more frequent maintenance to stay within safety and ADA guidelines.

Loose-fill materials will compress at least 25 percent over time due to use and weathering, and must be replenished to ensure the surfacing remains at the appropriate depth to adequately cushion falls. Generally speaking, 12 inches of loose fill material is recommended under and around playground equipment. Things like shards of glass, other sharp objects or animal waste can get buried in the loose material posing a potential hazard requiring the material to be replenished and/or replaced from time to time.

2) Unitary Materials: Rubber Mats, Tiles, Pour-in-Place

Unitary materials are rubber mats and tiles or a combination of energy-absorbing materials held in place by a binder that may be poured in place at the playground site and then cured to form a unitary shock-absorbing surface.

Unitary surfaces include poured-in-place rubber, bond-in-place rubber, interlocking resilient tiles, and synthetic turf or grass with protective under-padding to help protect against falls. While the up-front cost is higher than loose-fill surfacing, unitary surfacing can be more cost-effective over time, due to its high durability and low maintenance costs. Unitary surfacing is also extremely safe and guarantees complete accessibility and ease-of-use for visitors in mobility devices or wheelchairs. Poured-in-place and bond-in-place rubberized surfacing is also available in a wide variety of colors and shapes to make playgrounds more attractive to children and caregivers.

CURRENT PLAYGROUNDS



CURRENT ASSESSMENT

In reviewing our history, it is evident that several amenities, currently available in the park, were originally installed in the 1980s. We are now facing various challenges associated with these outdated facilities, including:

- Crumbling water fountains
- Insufficient lighting
- Deteriorating barbecue pits
- Picnic tables that are unmaintainable due to decades of paint buildup
- Trash receptacles that fail to deter rodents
- Limited parking availability
- Absence of sidewalks
- Deteriorating drainage systems
- Concrete and stone retaining walls needing to be replaced

Addressing these issues is essential for enhancing the park's usability and overall visitor experience. Additionally, the park would benefit from a large gathering pavilion.

Recommended Upgrades



Picnic Tables:

The majority of the picnic tables in Raby Park are bulky concrete tables that have been painted many different colors over the years. Some of the tables have concrete pads and many of them sit directly in the grass. Many of the tables have chips and cracks from years of use.

The majority of the picnic tables in Raby Park need to be upgraded to a perforated metal table. The tables need to sit on concrete pads with updated shade covers.

Park Lighting:

Raby Park is very dark due to outdated park lighting. The park has very few lights around amenities and along sidewalks, trails, and streets.

A complete upgrade of all existing lights is well needed throughout Raby Park. Additional lights need to be placed next to park amenities and along sidewalks, trails, and streets. Park lighting would help with vandalism and other mischief that happens after dark.

Trash Cans:

All of the trashcans located in Raby Park are blue plastic chemical barrels that have been donated from the sewer plant. Children from various organizations have painted various things on the trash cans throughout the years. A wooden top was constructed and placed on the trash cans to keep the numerous feral cats from getting in the cans and scattering trash throughout the parks.

A complete replacement of all trash cans is well needed throughout Raby Park. Trash cans need to have varmint-proof lids, which would help keep the parks free of trash. Colored perforated metal trash cans would add a more inviting feel for park visitors.

RABY PARK

CURRENT ASSESMENT

Current Drainage System



Recommended Upgrades



WALKING TRAIL

The walking trail connecting Raby Park and Faunt Le Roy Park was integrated into our parks system in 2009. Spanning 9.13 acres, it features 320 feet of frontage along the Leon River.

This trail is composed of decomposed granite and is also part of the parks' disc golf course, equipped with commercial baskets and tee signs.

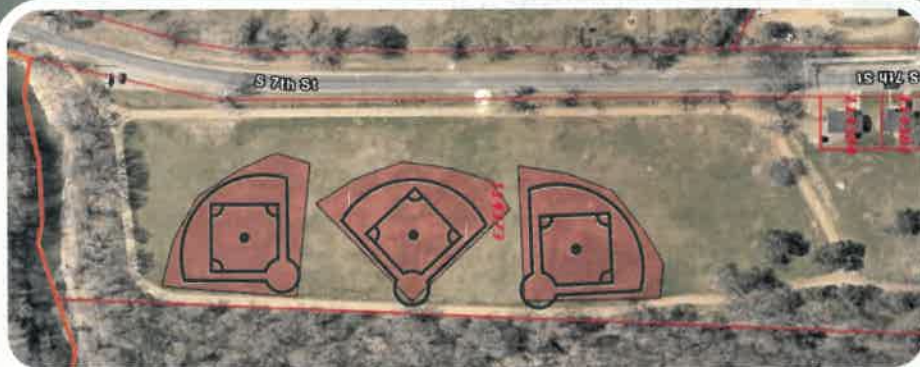
Surrounded by large native trees, the area serves as an excellent venue for hosting large events. It has previously been utilized for city-wide gatherings and was a viewing area for the 2024 Total Eclipse. Additionally, there is an RV dump station available for visitors in the vicinity.

While the area enjoys frequent use, it does face some challenges. The trail lighting is outdated, leading to considerable darkness at night, accessing the river can be quite difficult, and the trail is vulnerable to major flooding events.

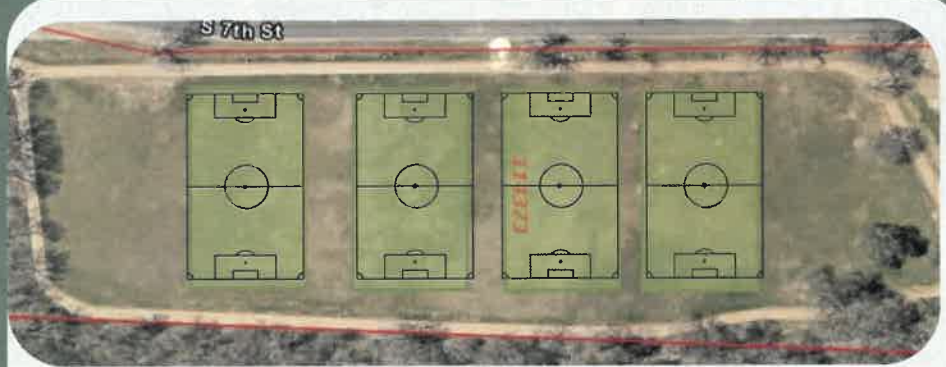


WALKING TRAIL

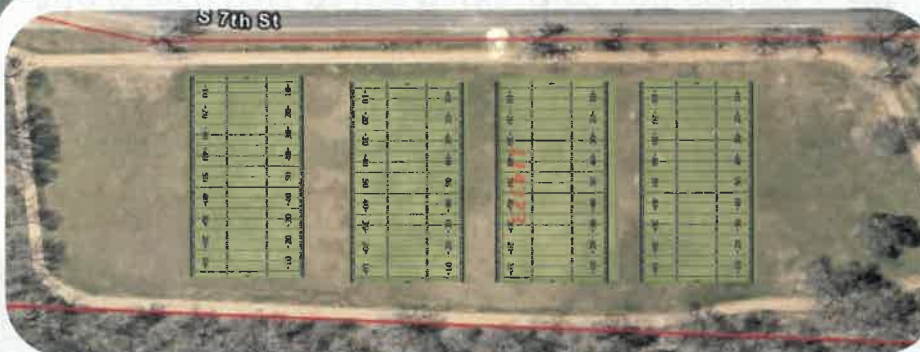
RECOMMENDED UPGRADES



BASEBALL/SOFTBALL



SOCCER



FLAG FOOTBALL

Due to the expanding youth sports leagues and tournaments, the city would benefit from adding more areas to practice sports. The walking trail offers sufficient space to accommodate three baseball/softball practice fields, each the same size as our current HEB field. Multiple size soccer fields and flag football fields. The permanent backstops can be positioned along the far edge, keeping the area accessible for events that require a large parking space.

WALKING TRAIL

Recommended Upgrades, including kayak ramp to Leon River



GOOGLE IMAGE

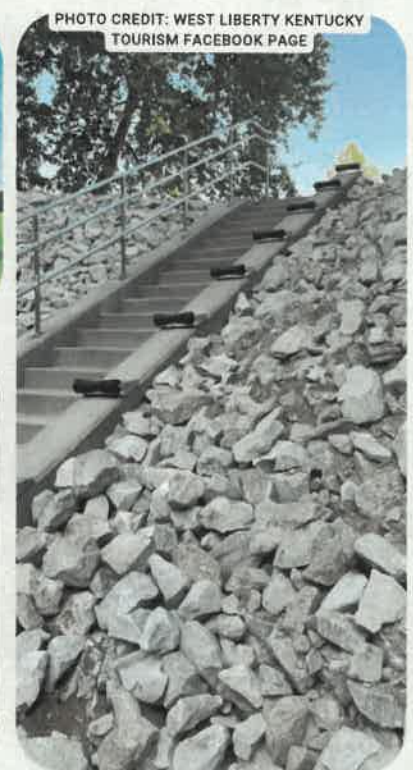


PHOTO CREDIT: WEST LIBERTY KENTUCKY
TOURISM FACEBOOK PAGE



GOOGLE IMAGES



PHOTO CREDIT: WEST LIBERTY KENTUCKY
TOURISM FACEBOOK PAGE

FAUNT LE ROY PARK

Faunt Le Roy Park features lush, grassy areas shaded by towering trees, and is nestled in the bend of the Leon River south of downtown Gatesville.

The historic park was once the site of Confederate reunions, carnivals, a spot for a major get together commemorating Gatesville's Centennial Celebration in 1970, and various gatherings from earlier times. In more recent years, the park has been the gathering place for the annual Shivarree, birthday parties in the spacious pavilion, and a favored camping spot during the total eclipse of 2024.

After the recent 2018 and 2024 flood events, Parks workers and contractors completed major projects to reopen the park. The park currently awaits FEMA funding to mitigate further flood damage



FAUNT LE ROY PARK

HISTORY

Faunt Le Roy Park, previously known as Faunt Le Roy Crossing, has a long history of being a gathering place for citizens and early settlers of Gatesville. The "crossing" part refers to a suspension foot bridge that was used to cross over the river into the area where the park is now to get to town.

The park is named after Frederick William Faunt Le Roy (1818-1900), the first District Attorney that Coryell County called upon and was later the Judge of Coryell County.

No records are found of when the Faunt Le Roy family donated the land for a park, but newspapers report that it was sometime before 1911.

History shows that the land was given to the Boy Scouts of America to use as camping grounds. The Scouts put a fence around it and the gate. In 1957 it was decided that they would make the park available to citizens again and they rented the park out for private gatherings.

In 1965 the City Parks and Recreation Committee started a project of sprucing up the park with a goal of making it an outstanding recreation spot. Brush was cleared and the roads and other surfaces were leveled out. By 1967 the park completed its redevelopment with picnic areas, restroom facilities, electricity, and water

The plans for the 1980/1981 parks grant received by the city, included water fountains, coverings for picnic areas, three fishing piers, a boat ramp, a canoe ramp, security lighting, and signage. However, only a few of these improvements appear to have occurred.

In 1982 the National Guard Soldiers in Gatesville built and installed the parallel bars, chinning bars, and other physical fitness equipment that you see today.

Historical flooding (32+ ft) is recorded in 1908, 1959, 1961, 1991, 2007, 2024.



PHOTO CREDITS: CORYELL COUNTY HISTORY & PHOTOS
FACEBOOK PAGE



HISTORY INFORMATION GATHERED FROM THE GATESVILLE MESSENGER VIA NEWSPAPERS.COM AND TEXAS STATE
HISTORICAL ASSOCIATION VIA WWW.TSHAONLINE.ORG

FAUNT LE ROY PARK

CURRENT ASSESSMENT

Faunt Le Roy Park is currently undergoing renovations due to the flooding that occurred in May 2024. This park is a beloved gathering spot for our community and remains a top priority for the Parks and Recreation Department.

Given the previous and potential future flooding, several updates and repairs are necessary:

- The restroom facilities, equipped with residential amenities, create significant issues for both staff and visitors due to maintenance challenges.
- Vandalism frequently affects soap, toilet paper, and towel dispensers, highlighting the need for updated restroom facilities.
- All electrical and plumbing systems, including RV hookup sites, require repairs due to damage.
- The playground equipment, installed around 1980, is outdated and lacks appeal for park visitors. We need to replace the playground equipment, add fall surfaces, shade canopies, and sidewalks. These enhancements are essential for improving the overall experience for park-goers.
- The existing park lighting is outdated, resulting in a very dark environment at night. There are few lights around amenities, sidewalks, trails, and streets. Upgrading the current lighting and adding more fixtures would help deter vandalism and mischief that occurs after sunset.
- The two smaller gathering pavilions require concrete pads and updated picnic tables to make them more inviting for residents. Additionally, all trash cans should be updated.

Although the park faces the risk of major flooding, implementing these upgrades will help ensure it remains a welcoming place for residents to gather.

Recommended Upgrades



GOOGLE IMAGES

BROWN PARK

Brown Park spans 2.24 acres and features many large native trees, along with 1,044 feet of frontage along the Leon River, right by the historic Leon River Bridge. This park presents a blank canvas, offering the City an excellent opportunity to develop the space. With thoughtful planning, Brown Park has the potential to become an ideal destination for nature enthusiasts.

Current disadvantages include:

- Very difficult to access the river
- Majority of the park is at risk for major flood events
- Major bank erosion has occurred during the past 2-3 flood events
- Historic Leon River Bridge has been closed due to structural issues



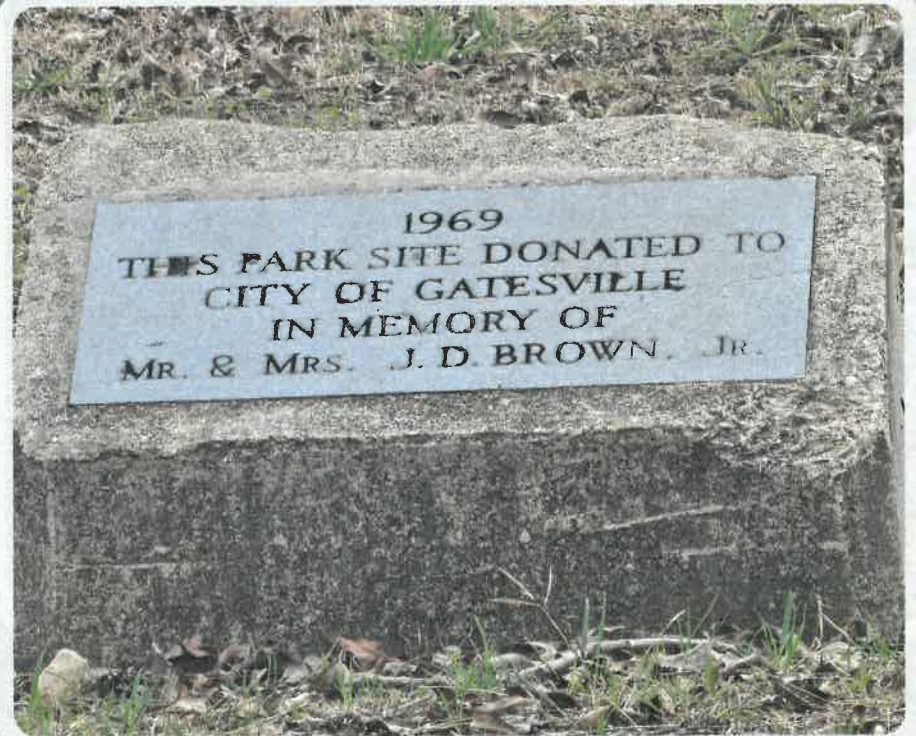
BROWN PARK

HISTORY

In December 1969, Mr. and Mrs. J.D. Brown Jr.'s children generously donated the property to the City for the purpose of establishing a park. In honor of the couple, the park was named Brown Park.

According to The Gatesville Messenger newspaper articles, the City received grants aimed at improving the park and once had plans to develop concrete access to the river, install steps for canoe launching, and build a fishing pier. Additional enhancements included picnic tables, trash cans, and various other amenities, but these were washed away during flooding in the area.

Over the years, the park has suffered from the persistent flooding issues.



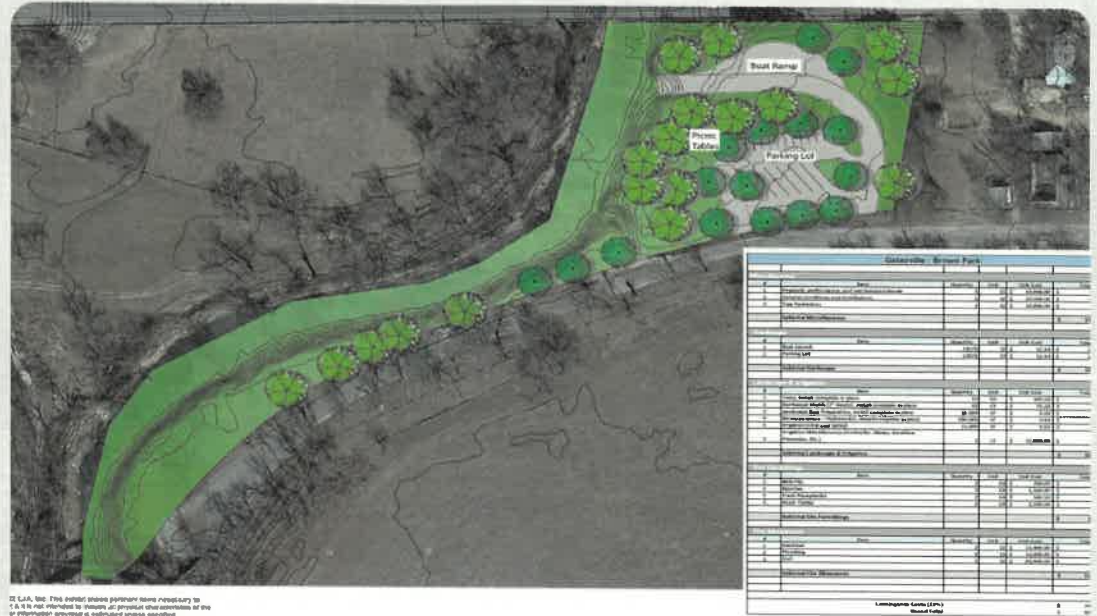
BROWN PARK

OPPORTUNITIES

Brown Park offers a unique opportunity to connect with the scenic beauty of the Leon River. With miles of river access, it's perfect for fishing, kayaking, canoeing, and paddleboarding. The diverse plants and wildlife along the Leon River corridor make it an ideal destination for nature enthusiasts.

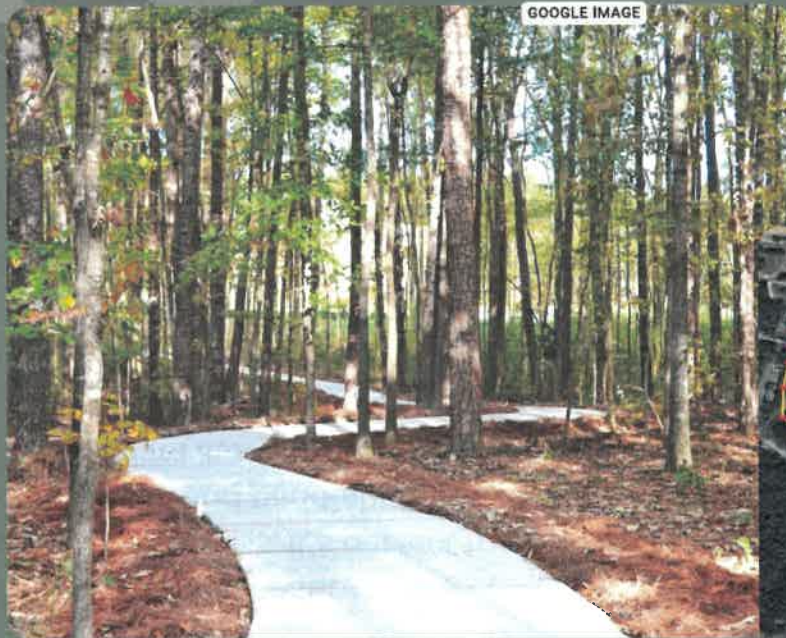
In addition, there is the potential to connect Brown Park to Faunt Le Roy Park with a walking trail. The trail would be about 5,500 feet long and offer a scenic stroll along the banks of the beautiful Leon River.

- Concrete cost (\$209,000)
- Lighting cost (\$110,000)
- Trail size (8ft wide/1.042 miles long)



BROWN PARK

OPPORTUNITIES



SUGGESTED CONCRETE TRAIL

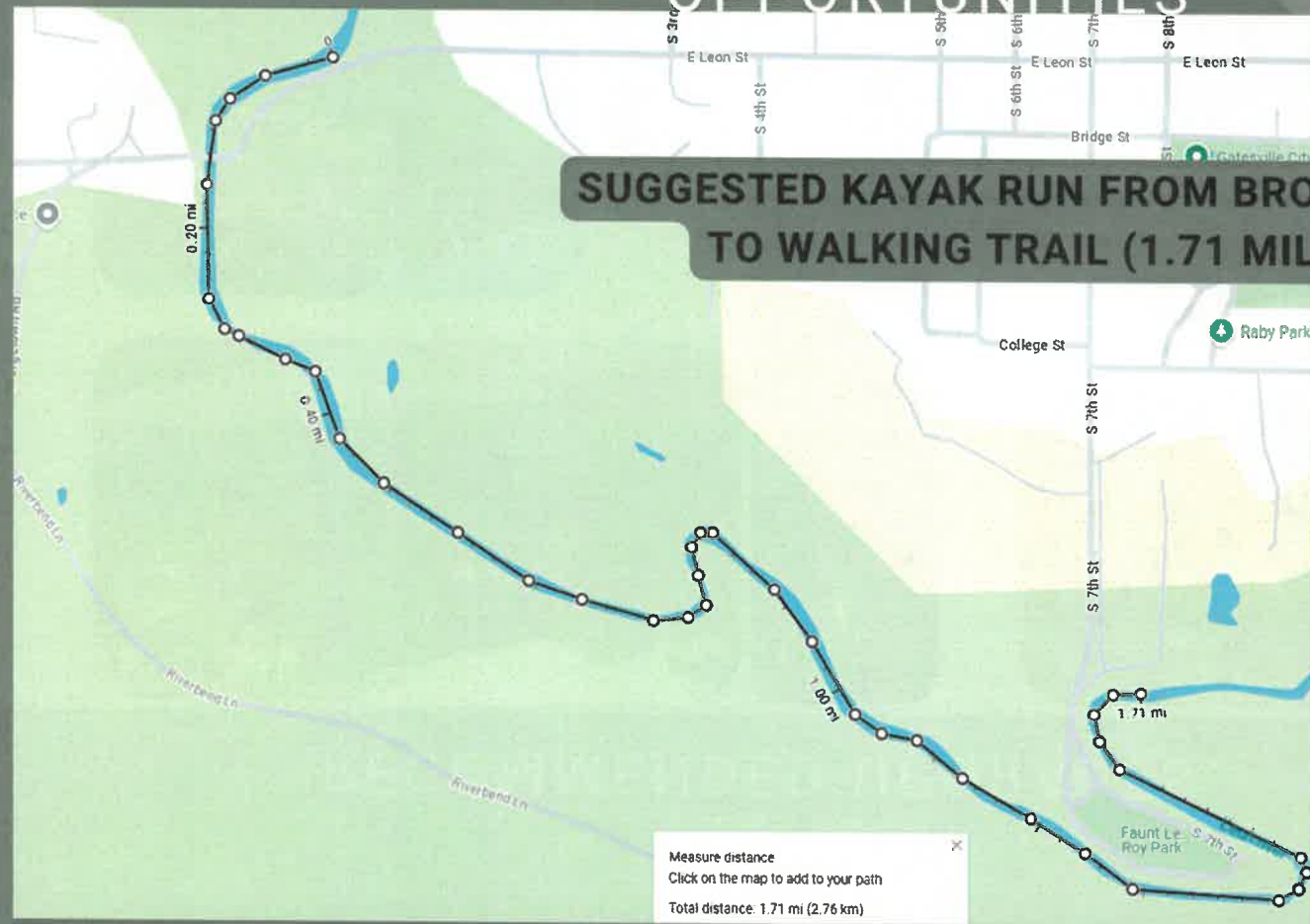
SUGGESTED TRAIL PATH



BROWN PARK

OPPORTUNITIES

**SUGGESTED KAYAK RUN FROM BROWN PARK
TO WALKING TRAIL (1.71 MILES)**



BROWN PARK

RECOMMENDED UPGRADES

- Bathrooms
- Playground Area
- Parking
- Lighting
- In-Ground Mounted Picnic Tables
- Barbeque Pits
- Trash Cans
- Pet Waste Station
- Boat Ramp



GOOGLE IMAGES

FREEDOM PARK

Freedom Park, situated next to the Gatesville Sports Complex and the Gatesville Civic Center, spans 1.33 acres and features large native trees and a native plants garden. It also houses a historic 1915 iron bridge, which was installed in the park in November 2003.

The park includes a picnic table with a concrete pad and is set to become the location of the future Ronnie Viss Gazebo. With its open space, the park presents a great deal of potential.

Freedom Park offers a versatile canvas for various activities. The presence of a historic bridge adds a touch of charm and history.

As plans for the Ronnie Viss Gazebo come to fruition, the park will further evolve, offering a welcoming space for events, community gatherings, or simply a peaceful afternoon in the shade.

This blend of natural beauty and community spirit makes Freedom Park a cherished asset to the Gatesville area, promising enjoyment for generations to come.



FREEDOM PARK

Recommended Upgrades



GOOGLE IMAGES

CITY POOL

The Gatesville City Pool serves as a fantastic resource for the community. It provides an affordable space for residents to enjoy and cool down during the hot summer months. The pool opens to the public after school lets out and remains open until school resumes in August.

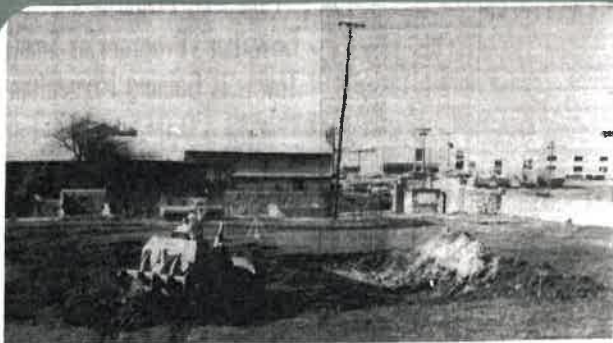
Staffed by a National Recreation and Parks Association certified Aquatics Facility Operator, along with American Red Cross certified lifeguard instructors, water safety instructors, and lifeguards the pool ensures a safe environment throughout the summer and maintains clear water year-round.

With a capacity of 235,000 gallons, the pool features a spacious deck complete with lounge chairs and shaded picnic areas, a 10.5-foot diving well, designated swimming lanes, and a shaded kiddy pool. Notably, the pool was replastered and re-tiled in May 2020.



CITY POOL

HISTORY



EXCAVATION WORK STARTS FOR CITY'S NEW SWIMMING POOL

Earth-moving machinery is shown taking the first swipes into the once-lush turf of the football field at old Helmes Stadium as excavation work began there Monday morning for a new, modern municipal swimming pool costing \$59,750. The pool is to be located on the north end of the old football field and is to be completed by the beginning of the 1970 swimming season next June.

The contract awarded Lake Air Pools of Waco calls for construction of "a concrete pool and pool side deck-

ing." The pool will cover 6,500 square feet and will have a capacity of 225,000 gallons. Most of the pool area will be utilized as "swimming water" and it will contain several racing lanes. A first-class filter system is included in the job. The city will issue time warrants to pay for the pool, which will replace the old city pool in the heart of Ruby Park. City leaders are working toward the establishment of a comprehensive recreation center at the old Helmes Stadium site.

In January 1967, Mayor Wendell Lowrey addressed the Lion's Club, encouraging citizens to take initiative in cleaning and beautifying their properties. He acknowledged the need for improvements in municipal areas, highlighting that a new city pool was the top priority.

By 1969, the city began efforts to construct the new pool. Lake Air Pool Supply, a partner we still work with today, won the bid and built the pool, which officially opened in May 1970.

GATESVILLE, TEXAS, THURSDAY, MAY 21, 1970

Free Swimming on 'Splash Day' Saturday

New City Pool Opens Today



HANDSOME NEW SWIMMING POOL ADDED TO MUNICIPAL RECREATION FACILITIES

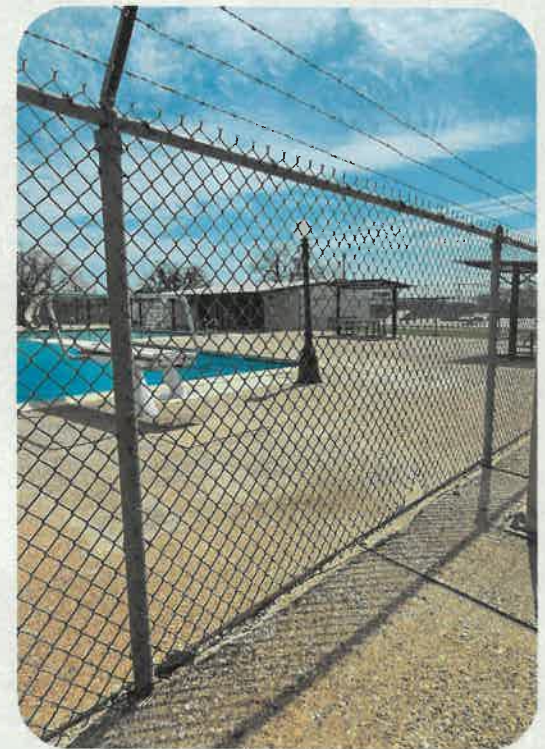
IMAGES AND HISTORY INFORMATION FROM THE
GATESVILLE MESSENGER • NEWSPAPERS.COM WEBSITE

CITY POOL

CURRENT ASSESMENT

The 55 year old facility is well loved and needs some renovations to continue to offer a safe, affordable place for residents to enjoy. Here are some of the issues we face today.

- The pump room building and electrical system require upgrades.
 - The structure housing the chemicals, pumps, and electrical components for the pool is quite outdated and lacks adequate security.
- The electrical wiring is also very old, posing safety risks.
- The pool's continual shifting leads to deck movement and cracking, resulting in multiple broken water lines.
- The perimeter fencing is unappealing and needs replacement.
- The stone wall shows significant cracks.
- The lobby, restroom, and concession area require renovations to enhance the patron experience. Improvements would not only create a more attractive environment but also potentially increase foot traffic to the pool and concession stand, boosting revenue.
- A spacious, shaded picnic area on the west side of the facility is essential.
- Additional amenities are needed to draw more visitors to the facility.



CITY POOL

CURRENT ASSESMENT

Recommended Upgrades

GOOGLE IMAGES



SPORTS COMPLEX

The Gatesville Sports Complex is currently the #1 tourism attraction for our community, offering over 25 regional, state, and select youth baseball and softball tournaments each year. The large 24.13-acre park is adorned with shade from large native trees.

There are six baseball/softball fields that have recently been regraded with new ballfield material. The facility has had multiple upgrades in the recent years to include:

- Installation of new sports lighting on three fields
- Repair and replacement of a significant portion of the chain link fencing
- Shade awnings added to dugouts and seating areas
- Construction of a 600 sq/ft pavilion featuring six commercial picnic tables and a concrete pad
- Sidewalks installed throughout a large part of the facility
- Upgraded equipment in the concession stand:
 - 2 commercial refrigerators
 - 1 commercial freezer
 - 1 mini-split air conditioner



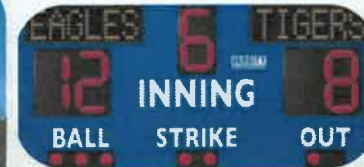
SPORTS COMPLEX

CURRENT ASSESMENT

The ongoing expansion of programming at the sports complex is fantastic for our community; however, the amount of people we have in our facility highlights the deficiencies in our amenities and the limitations on the number of people we can accommodate.

- The concession and restroom area is inadequately sized for the amount of people we serve.
- Certain areas of the park require sidewalks for improved accessibility.
- Wooden bleachers are outdated and in need of replacement.
- Several fields continue to face drainage problems that require attention.
- Two fields require updated sports lighting.
- An extra batting cage, along with enhancements to the current one, is necessary.
- Irrigation systems need to be installed in most parts of the facility.
- It's essential to have additional practice and game fields to meet the program's growing demand.
- The replacement of scoreboards will be necessary in the near future, as they become past their useful life

Recommended Upgrades



GOOGLE IMAGES

SPORTS COMPLEX

RECOMMENDED UPGRADES

The sports complex stands as the top tourist attraction in our community. Expanding it is crucial to meet the growing demand for tournaments and leagues organized by the Parks & Recreation Department. Adding another field would enable us to host larger tournaments and make us more appealing to prominent tournament directors.



SPORTS COMPLEX

2024 RECREATION SPORTS

<u>EVENT/LEAGUE</u>	<u>TOTAL PARTICIPANTS</u>	<u>SPECTATORS</u>	<u>FREQUENCY</u>	<u>TOTAL TEAMS</u>	<u>MONTH(S)</u>
SOCCER	480	2,400	PER WEEK	50	FEBRUARY-MARCH
BASEBALL/SOFTBALL	635	3,176	PER WEEK	66	APRIL-JULY
ADULT SOFTBALL	140	100	PER WEEK	17	AUGUST-SEPTEMBER
FLAG FOOTBALL	180	450	PER WEEK	21	SEPTEMBER-NOVEMBER
VOLLEYBALL	120	300	PER WEEK	14	OCTOBER
TOURNAMENTS	8,085	18,818	PER WEEK	539	FEBRUARY-NOVEMBER

SPORTS COMPLEX

2024 TOURNAMENT INFO

NOTE: MULTIPLE TEAMS ORIGINATED FROM THE FOLLOWING CITIES.

ABBOTT	CAMERON	FORT WORTH	LIBERTY HILL	ROGERS	WESTPHALIA
ABILENE	CANTON	GATESVILLE	LORENA	ROSEBUD	WHITNEY
ALEDO	CEDAR PARK	GEORGETOWN	MART	ROUND ROCK	WOODWAY
ARLINGTON	CHINA SPRING	GRANDBURY	MILANO	SALADO	
AUSTIN	CISCO	GRANDVIEW	MILDRED	STEPHENVILLE	
BELTON	COPPERAS COVE	GROSEBECK	MOODY	TAYLOR	
BERTRAM	CRAWFORD	HAMILTON	NORMANGEE	TEMPLE	
BROCK	DRIPPING SPRINGS	HILLSBORO	OGLESBY	TROY	
BROWNWOOD	EDGEWOOD	HUTTO	PFLUGERVILLE	WACO	
BURLESON	ENNIS	JONESBORO	RIESEL	WALL	
BURNET	FARMERS BRANCH	LA VEGA	ROBINSON	WEATHERFORD	
CALDWELL	FORT CAVAZOS	LAMPASAS	ROCKDALE	WEST	

FITNESS CENTER

The Gatesville Fitness Center stands out as one of the City's valuable amenities for its residents. This gym was established following a parks and recreation study indicating that citizens desired an indoor recreation facility. Additionally, the community recognized the need for programs tailored to adults and seniors, as the city had primarily focused on youth programs. In response, the city successfully applied for a grant from the Texas Parks and Wildlife Department.

The \$1 million project was completed in 2001 and officially opened its doors in February 2002.

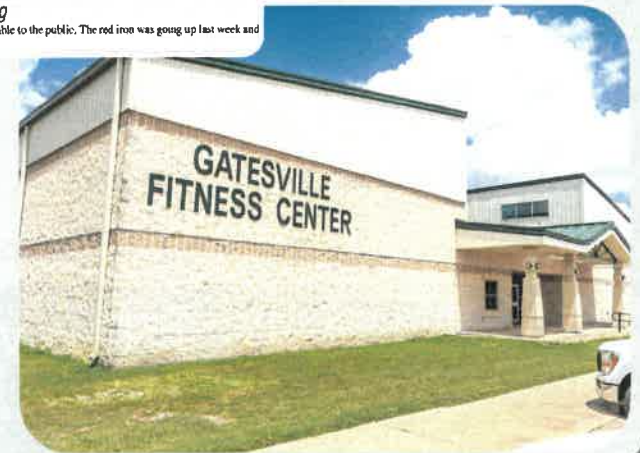
The facility contains state-of-the-art equipment and offers a variety of classes designed to cater to all fitness levels and interests. From chair yoga and balance classes to strength training and water aerobics, there is something for everyone. The center also features racquetball courts, an indoor swimming pool, and a dedicated space for group exercise classes.



PHOTO CREDIT: THE GATESVILLE
MESSENGER - NEWSPAPERS.COM

Rec center progressing

Construction of the Gatesville recreation/fitness center has reached a point to where it is visible to the public. The red iron was going up last week and city officials say the project is on schedule for an October opening.



FITNESS CENTER

AMENITIES

- Indoor pool & hot tub
- 2 Regulation Racquetball Courts with racquets and balls for members to use
- Full line of commercial selectorized weight machines & free weights
- Full line of commercial cardio equipment
- Men's and women's restroom/locker room with showers
- Group exercise classes with certified instructors
- Group exercise equipment for the many different classes
- Retail items - Snacks, Drinks, T-shirts



FITNESS CENTER

CURRENT ASSESMENT

Updates and improvements have been made to the facility in the recent years to include:

- Offering Silver Sneakers, Silver & Fit, and other programs that work with insurance, so members get a free membership
- Replastering the pool and hot tub
- Resurfacing pool deck
- Refinish racquetball court floors
- Weight equipment replacement plan (5-year plan, 2 more years to complete)
- Continue cardio equipment replacement plan
- Tint facility windows
- Add mirrors in weight room
- Add new programs to cater to older active adults



FITNESS CENTER

CURRENT ASSESMENT

The group exercise program at the fitness center has experienced significant growth, resulting in a shortage of space for the number of members attending classes. Although we have attempted to increase the number of classes to accommodate everyone, these additional sessions are now also reaching full capacity. With attendance continuing to rise, establishing a dedicated space for group exercise has become crucial.

Establishing a group exercise studio would offer several benefits, as some dance classes have been removed from the schedule due to members feeling uncomfortable in the large, open gym environment.

Yoga classes are currently held in one of the racquetball courts, where the lights can be turned off; however, the noise from adjacent racquetball games disrupts the intended calming atmosphere of the sessions.

When not in use for classes, this room could double as a meeting space for various parks and recreation events. Additionally, it would serve as a gathering area for individuals renting the indoor pool for birthday parties.

**CURRENT CLASS AREA,
WHICH ADJOINS WEIGHT AND CARDIO AREA**



GOOGLE IMAGE

PROPOSED DEDICATED CLASS AREA

FITNESS CENTER

CURRENT ASSESMENT

The existing HVAC system needs replacement. It is unable to meet the facility's demands and needs an upgrade.

The original pool dehumidification unit, installed in 2002, malfunctioned by 2007. In 2017, a new system was acquired as part of an energy savings contract, but unfortunately, that unit continues to malfunction and needs to be completely replaced. The humidity generated by the heated pool during cooler weather has led to rust on our older weight equipment. To protect our new, state-of-the-art equipment and maintain its condition, it is essential to have a dehumidifier that adequately addresses the facility's needs.

Due to extended periods of high humidity, the insulation in the pool room has sustained damage. The high ceilings complicate a thorough assessment of the problem, but it is clear that the insulation has absorbed water and is leaking directly into the pool.

Additionally, the plastic covering is peeling away and needs to be replaced to avoid further damage to the pool area.

CURRENT CEILING CONDITION



PROPOSED CEILING CONDITION

GOOGLE IMAGE

FITNESS CENTER

CURRENT ASSESMENT

Due to the exponential growth of memberships, the parking lot is now insufficient and needs to be expanded.

The community and fitness center would greatly benefit from incorporating outdoor activities. Staff and members have suggested adding an outdoor basketball court and pickleball courts. The available space is ample enough to accommodate both activities while also providing additional parking.



GOOGLE IMAGES



PROPERTY ID#106697

The site spans 4.91 acres and features large native trees, contributing to its natural beauty. The site has excellent topography and is situated well away from any flood zones, making it a safe and stable environment for recreational use. Adjacent to the Stone Ridge neighborhood and the Gatesville Fitness Center, the location benefits from high visibility, which is favorable for park patrolling, monitoring, and maintenance activities.

Accessibility is a key feature, with easy entry points from both the east and north sides of the park, ensuring full visibility for users. The close proximity to the Fitness Center presents an exciting opportunity to create a unified space that connects the two sites, enhancing programming and activities for the community.



PROPERTY ID #106697

COMMUNITY PARK OPTION



GATESVILLE COMMUNITY PARK

LJA, INC



PROPERTY ID #106697

BASKETBALL/VOLLEYBALL GYM OPTION

**LARGER CONCEPT PHOTOS,
WILL BE SCALED DOWN APPROXIMATELY 33% AT THE CURRENT PROPOSED LOCATION**

PHOTO CREDIT:
CHESTERFIELDSPTS.COM



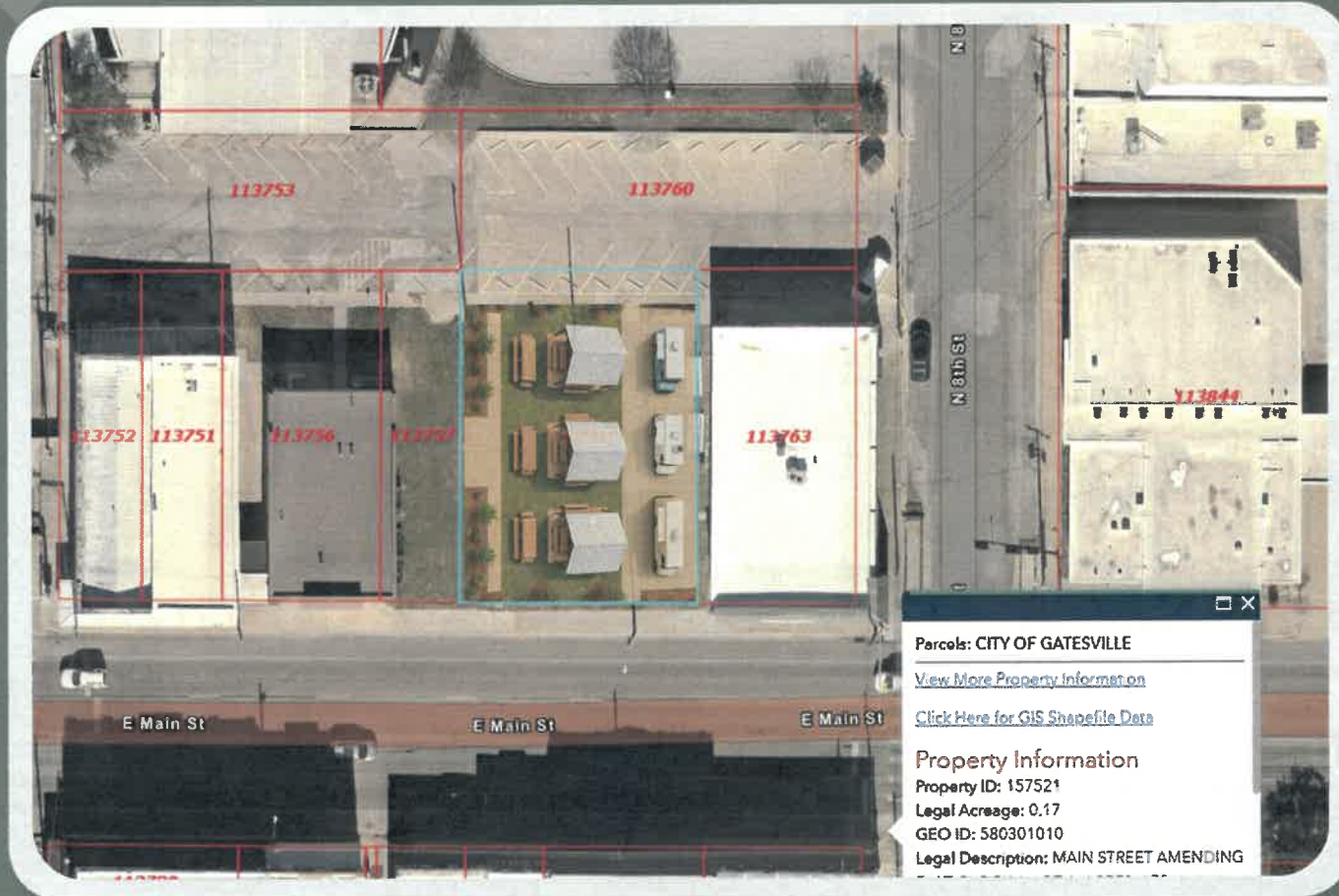
PROPERTY ID #106697

BASKETBALL/VOLLEYBALL GYM OPTION



POCKET PARK ADDITIONS

POCKET PARK IDEA 1



Pocket Park 1 Downtown

Green space by Graves Florist is city-owned, faces city-owned parking. Food truck area with shaded picnic tables to serve downtown businesses and their staff.

POCKET PARK ADDITIONS

POCKET PARK IDEA 2



Pocket Park 2 West Gatesville

Open abstract east of
Trinity + request small
donated section
Small playscape, small
pavilion
Parking off Old Pidcock
= 0.3 acres

POCKET PARK ADDITIONS

POCKET PARK IDEA 3



Pocket Park 3
South Gatesville/Fort Gates
Request donated section of
Barnard's land
(land currently under consideration
for residential subdivision)
Small playscape, small pavilion
Parking off Lydon Lane
= 0.4-acre sub-lot

POCKET PARK ADDITIONS



The areas highlighted in blue represent city-owned properties in the northern section of Gatesville, which is considered home to underserved families. There is notable interest in the concept of developing a park in this area.

the lots highlighted in green seem to form a park that the community has established on their own.

POCKET PARK ADDITIONS

POCKET PARK IDEA 4



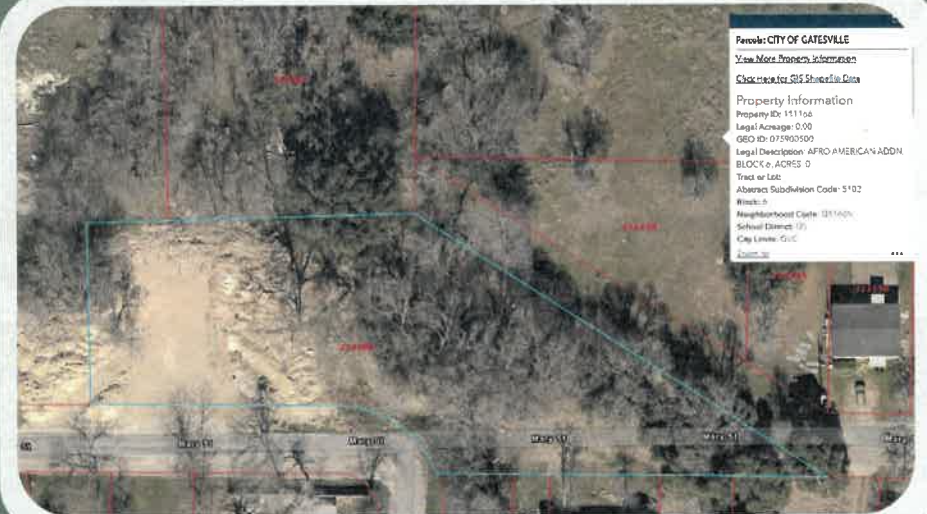
GOOGLE MAPS PHOTO 2022

Pocket Park 4 North Gatesville

Property ID - 111166

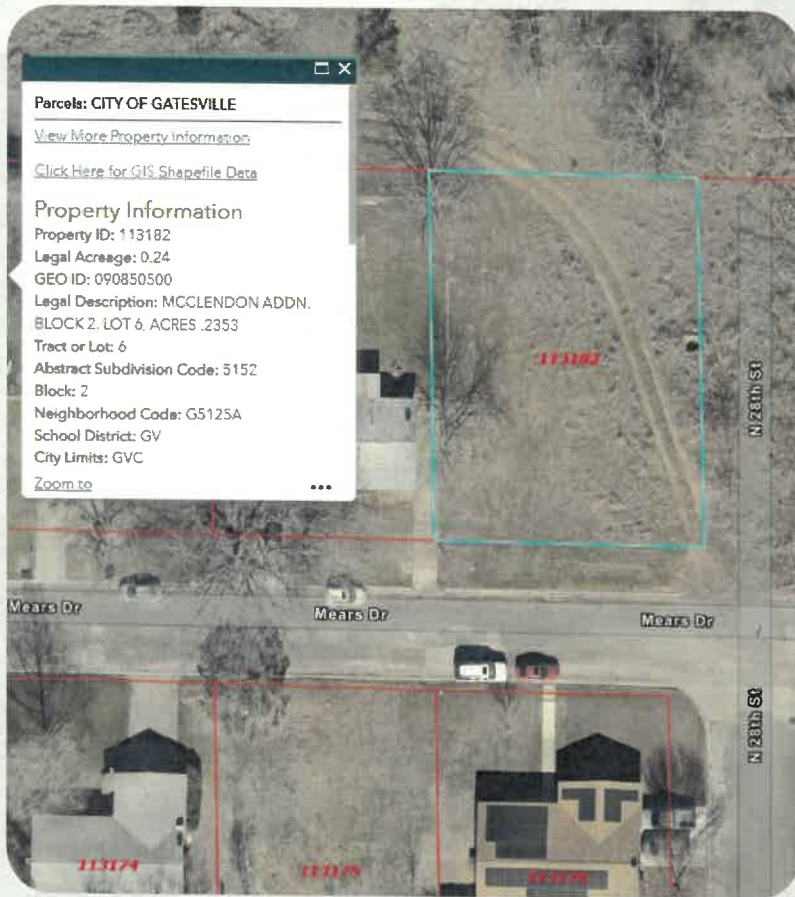
Approximately .8 acres

Enough room for parking, shaded picnic areas, & playground equipment. Lot is surrounded by big shade trees and in a well-kept area.



POCKET PARK ADDITIONS

POCKET PARK IDEA 5



Pocket Park 5 North Gatesville

Property ID - 113182 Approximately .24 acre

Northern part of town that backs up to a large area of town that does not have public park without crossing a main roadway. Area is also next to an area that is platted out for future development.

SIGNAGE

A suggestion for the parks is to implement a cohesive signage system.

An effective park signage system serves several purposes: it offers clear information and directions to help visitors navigate the parks; enhances the parks' image; and conveys the rules of the park. Installing these signs will demonstrate a commitment to beautifying the parks.



IMAGES CREATED BY A.I.

SECURITY

Keeping our public parks safe involves a variety of solutions and strategies.

Adequate lighting improves the feeling of safety and significantly lowers the likelihood of illegal behavior and criminal activities. When there's a chance of being seen and identified, criminals are less inclined to commit unlawful acts.

Issues like vandalism, litter, and neglected infrastructure create an impression of neglect, which can draw in criminal activity. By actively maintaining park infrastructure, it sends a clear message to both criminals and community members that the park is cared for and actively monitored.

Installing surveillance cameras in public parks and recreation facilities is an effective way to deter unwanted incidents.

Surveillance cameras act as a visible deterrent. Cameras not only capture essential evidence in case of incidents but also creates a sense of accountability among visitors.

VISION

The vision for this plan is to present the current status of the Parks and Recreation Department and our commitment to providing the residents of Gatesville with the highest quality of life amenities. We aim to achieve this by implementing innovative strategies and solutions to ensure that our services are both effective and responsive to the needs of our citizens. Our initiatives will focus on enhancing public spaces, improving our current services, and expanding access to recreational opportunities. We are determined to create an environment that enriches the lives of all who visit and all who call Gatesville home.



Parks & Recreation Capital Projects 5 Year Projection

Project Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	2025-2030 5-Year Total	Estimate
Sports Complex Lighting Project- Phase 2 (Jaycee/HEB)						\$290,000	Musco Lighting
Sports Complex Existing Batting Cage Repairs (concrete \$18,400, Turf/Net/L- Screen/Hardware- \$7000)						\$25,400	ATX Turf/G&M Concrete
Sports Complex Batting Cage (next to Hyles Field)						\$59,787.60	TTG Utilities
Sports Complex Sidewalks						\$10,000.00	G&M Concrete
Sports Complex Playground Equipment						\$100,000.00	GameTime
Sports Complex Bleacher Replacement						\$72,000.00	BSN Sports
Sports Complex Scoreboard Replacement						\$54,967.50	Daktronics
Sports Complex Field Maintenance						\$45,090.00	Texas Multi- Chem/Gribble Construction
Sports Complex Expansion						\$755,250.00	Texas Multi- Chem/Musco/S&S Fencing/G&M
Park Maintenance Zero-Turn Mower Replacement	\$11,500.00	\$11,500.00			\$11,500	\$34,500.00	ATS Outdoors
Park Maintenance Tractor Replacement						\$29,702.24	United Ag & Turf
Park Maintenance Power Rake	\$10,083.54					\$10,083.54	United Ag & Turf
Fitness Center Additional Parking						\$76,000.00	Staff Estimate
Fitness Center Group Exercise Studio						\$225,000.00	Staff Estimate
Fitness Center Weight Equipment Replacement	\$25,588.20	\$27,254.20				\$52,842.40	Marathon Fitness

Fitness Center Cardio Equipment Replacement		\$33,251.00				\$33,251.00	Marathon Fitness
Fitness Center Pool Dehumidifier/HVAC	\$174,988.00					\$174,988.00	Muegge Heating & Air Conditioning
Fitness Center Pool Room Insulation Replacement	\$11,644.00					\$11,644.00	Spray Foam of Texas
Basketball/Volleyball Facility Across From Fitness Center						\$5,520,000	Staff Estimate
City Pool Building Upgrades						\$150,000.00	Staff Estimate
City Pool Perimeter Fencing Replacement						\$20,000.00	Staff Estimate
City Pool Additional Shaded Picnic Structures						\$20,000.00	Staff Estimate
Raby Park Sidewalks						\$104,650	G&M Concrete
Raby Park Drainage Ditches						\$29,000.00	G&M Concrete
Raby Park Playground Equipment						\$100,000.00	GameTime
Raby Park Playground Fall Surface (180yds needed)						\$6,000.00	Naturomulch, LLC
Raby Park Playground Shade Structure						\$35,994.00	Playground Outfitters
Raby Park Picnic Area Upgrades (colored metal,concrete pads)						\$5,000.00	Whitt Building Supplies/G&M Concrete
Raby Park Pavilion (1,800 sq/ft)						\$35,500.00	Mayberry Metal Construction/G&M Concrete
Raby Park Restroom Replacement						\$75,000.00	Staff Estimate
Raby Park Street/Sidewalk Lighting (30 Lights)						\$50,925	Solar Lighting International
Raby Park Replacement of Trash cans,BBQ Grills,Drinking Fountains, Picnic Tables						\$23,600.00	Global Industrial

Raby Park Stone/Concrete Wall Repairs (multiple areas)						\$40,000.00	G&M Concrete/Staff Estimate
Raby Park Skatepark & Skate Surface Replacement						\$284,502.08	American Ramp Company
Raby Park Basketball & Pickleball Court Replacement						\$165,500.00	Staff Estimate
Brown Park Boat Ramp & Parking Lot						\$826,823.93	LJA Engineers
Brown Park Restroom Facility						\$50,000.00	Staff Estimate
Brown Park Playground Equipment & Fall Surface						\$100,000.00	GameTime/Naturo mulch, LLC
Brown Park Trash Cans,BBQ Grills,Picnic Tables						\$12,600.00	Global Industrial
Brown Park Walking Trail						\$61,200.00	G&M Concrete
Brown Park Lighting (18 Lights)						\$30,555.00	Solar Lighting International
Walking Trail Connecting Brown Park & Faunt Le Roy Park						\$319,000.00	G&M Concrete/SLI/Staff Estimate
Land Acquisition (Walking trail/Brown Park)						\$100,000.00	Staff Estimate
Freedom Park Pavilion (1,800 sq/ft)						\$35,500.00	Mayberry Metal Construction/G&M Concrete
Freedom Park Lighting (11 Lights)						\$18,672.50	Solar Lighting International
Freedom Park Trash cans,BBQ Grills, Picnic Tables						\$7,000.00	Global Industrial
Freedom Park Sidewalks						\$13,800.00	G&M Concrete
Freedom Park Playground Equipment & Fall Surface						\$100,000.00	GameTime/Naturo mulch, LLC

Walking Trail Lighting (28 Lights)						\$47,530.00	Solar Lighting International
Walking Trail Additional Parking						\$36,000.00	Staff Estimate
Walking Trail Baseball/Softball Backstops/Turf Home Plate Circles						\$51,600.00	Anthem Sports/KMI Sports Construction
Walking Trail Trash cans, BBQ Grills, Picnic Tables, Drinking Fountains						\$13,600.00	Global Industrial
Walking Trail RV Dump Station Upgrades						\$5,000.00	Staff Estimate
Faunt Le Roy Park Kayak & Canoe Ramp						\$50,000.00	Gribble Construction
Faunt Le Roy Park Culvert Replacement						\$79,900.00	Freese & Nichols
Faunt Le Roy Park Picnic Area Upgrades (concrete pads)						\$11,500.00	G&M Concrete
Faunt Le Roy Park Playground Equipment & Fall Surface						\$100,000.00	GameTime/Naturo mulch, LLC
Faunt Le Roy Park Replacement of Trash cans, BBQ Grills, Some Picnic Tables						\$20,800	Global Industrial
Faunt Le Roy Park Restroom Replacement						\$50,000.00	Staff Estimate
Faunt Le Roy Park Additional Lighting (18 Lights)						\$30,555.00	Solar Lighting International
Splash Pad Lighting (6 Lights)						\$10,185.00	Solar Lighting International
Park & Facility Signage						\$8,150.00	VackerSign
Total:						\$10,916,148.79	



Date 6/24/2025

Agenda Item 10

Resolution 2025-058

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council

From: Mike Halsema, Deputy City Manager

Agenda Item: Discussion and possible action regarding a change order for the airport fueling system replacement project.

Information:

Tonight, the City Council will consider approving Change Order No. 1 to the contract with Innovative Fueling Solutions. Council approved awarding a contract for replacing the airport fueling system with Innovative Fueling Solutions May 27, 2025 in the amount of \$89,657.30. The RFP notice did not include a payment bond provision, which is required by state law. The additional cost of obtaining a payment bond to the contractor is \$4,482.87 and was not part of the original bid.

Financial Impact:

The initial contract with Innovative Fueling Solutions was \$89,657.30. If approved, the change order will increase the contract to \$94,140.17.

Staff Recommendation:

The staff recommends that the City Council accept Change Order #1 for the airport fueling system replacement project.

Motion:

Motion to approve **Resolution 2025-058**, accepting Change Order No. 1 for the airport fueling system replacement project.

Attachments:

- Change Order No. 1

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.*

Date 6/24/2025

Agenda Item 10

Resolution 2025-058

APPROVED

Gary Chumley, Mayor

ATTEST:

Holly Owens, City Secretary

2025 Airport Fuel Tank RFP - Change Order 1

Innovative Fueling Systems Airport Fueling System Replacement Project

The construction/ installation agreement between Innovative Fueling Solutions (the "Contractor") and the City of Gatesville, Texas, a municipal corporation (the "Owner") signed June 11th, 2026 not to exceed Eighty-Nine Thousand, Six Hundred, Fifty-Seven and 30/100 Dollars (\$89,657.30), subject to adjustment by change order is hereby amended by \$ 4,482.87 to cover the cost of payment bond required by state law which Contractor will secure (providing a copy thereof to City). By change order #1, the amended agreement is not to exceed \$ 94,140.17.

INNOVATIVE FUELING SOLUTIONS

CITY OF GATESVILLE, TEXAS

By:

By: Bradford Hunt

Title:

Title: City Manager

Date:

Date:

Address:

Address:

Gatesville, TX

Attested by: _____
Holly Owens, City Secretary



Date 6/24/2025

Agenda Item 11

Ordinance 2025-12

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 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 13th. The second reading and public hearing was held on May 27th with no changes. Tonight is the third and final reading.

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 **Ordinance 2025-12**.

Motion: Move to approve **Ordinance 2025-12**, annexing 1.16 acres and the north-adjacent 17.47 acres situated in A Wood Survey, Abstract No. 1062, Coryell County, Texas, **third and final reading**.

Attachments:

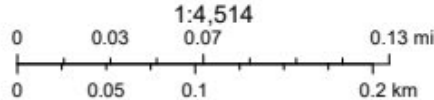
- Exhibits
- CAD map
- Draft Ordinance

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

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.

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 **27th day of May 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 **24th day of June 2025.**

BY: _____
GARY M. CHUMLEY, MAYOR

ATTESTED:

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.



Date 6/24/2025

Agenda Item 12

Ordinance 2025-11

CITY COUNCIL MEMORANDUM FOR ORDINANCE

To: Mayor & Council

From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action to consider Ordinance 2025-11, 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 3rd) 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 13th with no requested changes, and the second reading was completed with no requested changes on May 27th. This is the third and final reading. Once completed, the abandonment ordinance will be filed with the County Clerk.

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 approve **Ordinance 2025-11**, abandoning a portion of Mesquite Street as shown on Exhibit “A”, **third and final reading**.

Attachments:

- Survey (Exhibit “A”)
- 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 **27th day of May 2025**.

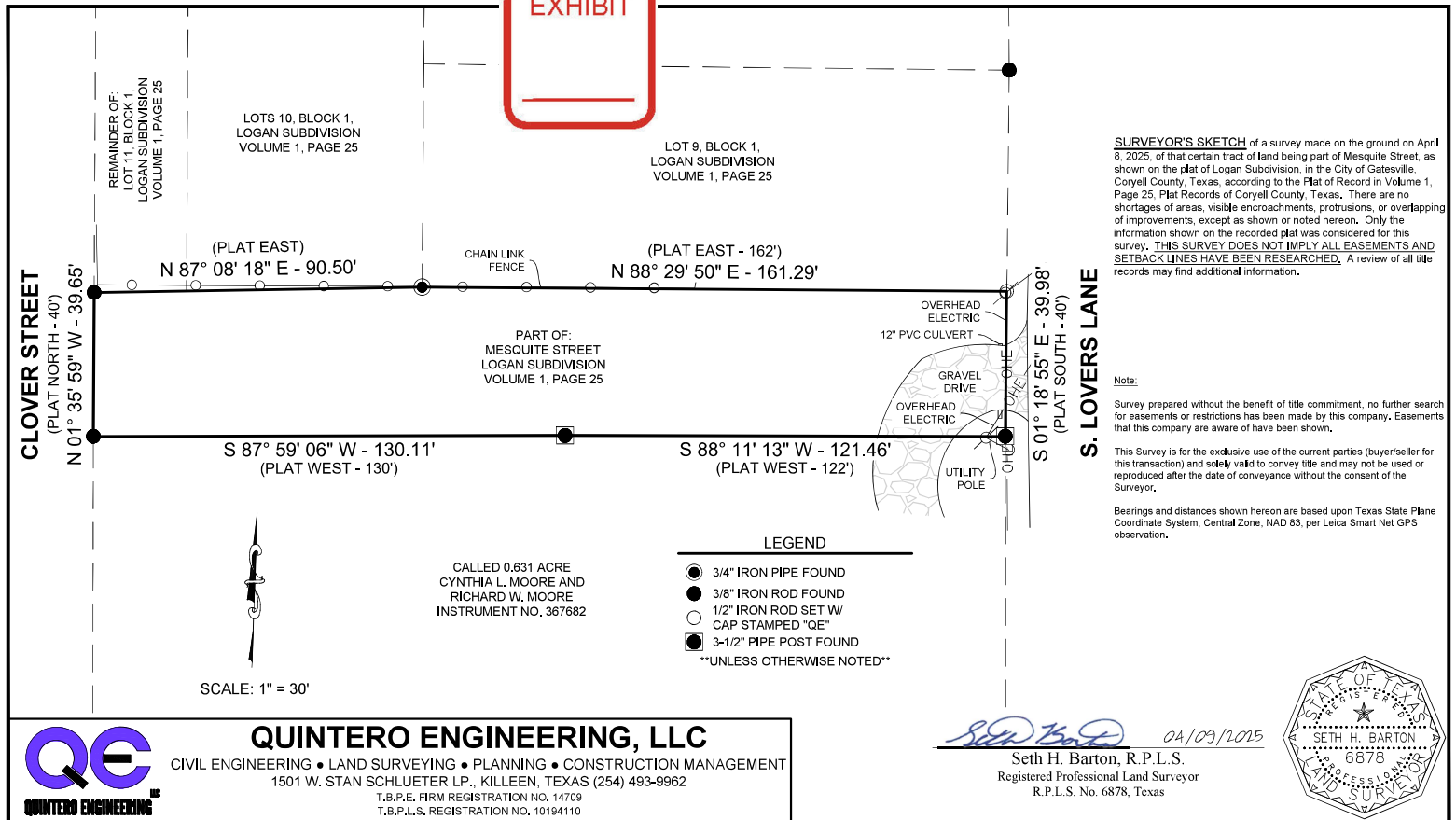
The foregoing **Ordinance No. 2025-11** was read the third time and was passed and adopted as an
Ordinance to the City of Gatesville, Texas, this **24th day of June 2025**.

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 6/24/2025

Agenda Item 13 and 14

Ordinance 2025-13

CITY COUNCIL MEMORANDUM FOR ORDINANCE

To: Mayor & Council

From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action regarding Ordinance 2025-13, amending the Comprehensive Zoning Ordinance, Zoning Map, and Comprehensive Plan of the City of Gatesville.

Information:

Trafalgar Homes of Texas, LLC went before the Planning and Zoning Commission on June 2, 2025, to request a preliminary plat for an 8-acre portion of 911 Old Pidcoke Road and rezone that same portion from Ag Suburban to Residential Multi-Family for a proposed 24-unit apartment complex with amenities. The PZC recommended approval of the preliminary plat and recommended the rezoning to move forward to City Council with a 5-0-0 unanimous vote.

Floor Plans:

- 606 sq. ft. – 626 sq. ft.
- 903 sq. ft. – 905 sq. ft.
- 1,051 sq. ft. – 1,134 sq. ft.

The PZC had questions about a traffic study, specifically moving off Old Pidcoke Road onto FM 116. Staff admitted there has not been a traffic study done yet and the other alternative route is east on Old Pidcoke Road which moves north onto Highway 84. Everything south of Old Pidcoke Road is County. A secondary concern was the drainage and how it will impact the area. The area is not in a FEMA flood plain and there is a natural detention pond located to the northeast on the existing same property. As with any large development, civil and drainage plans will be required and approved prior to the issuance of any building permit.

The proximity to Gatesville Airport and the Industrial Park makes this a good development for the area. Water and sewer are available to this property. This property was annexed into the City of Gatesville in November 2023.

This is the first reading and public hearing for the zoning change. If approved, the second reading will be held on July 8th, followed by the third reading on July 22nd along with the final plat.

Date 6/24/2025

Agenda Item 13 and 14

Ordinance 2025-13

Staff Recommendation:

Staff recommends approval of the zoning change located on 911 Old Pidcock Road.

Motion:

Motion to pass **Ordinance 2025-13**, approving the zoning change of a portion of 911 Old Pidcock Road located in the William Suggett Survey, Abstract 912 from AG Suburban to Residential Multi-Family, **first reading**, to the next meeting.

Attachments:

- Pictures
- Site Plan
- Exhibit A Survey
- Zoning Map
- CAD Map
- Draft Ordinance



TRAFALGAR HOMES

Why Trafalgar Homes?

Since 1995 we have been a trusted name in residential construction, building market-rate multifamily communities all over Texas. After construction, our property management team cares for the property for the long haul. *Our aim is to be your neighbor for good!*

Why Gatesville?

Beauty and location with a highly important resource - amazing people! Since the dawn of time, people have called the Texas Hill Country home, and we don't see that changing any time soon!

Why Multifamily housing?

Between inflated costs of home ownership and high interest rates, more people are choosing to rent. Young professionals (such as teachers, coaches, nurses, police officers) saving for a home, elderly looking to downsize, and everyone in between have found multifamily townhome living to be right for them.

Why 'Market-Rate?'

The rental housing market in small towns is typically dominated by government subsidized housing. Often working people in the middle earn too much to qualify for housing assistance, yet not enough to purchase a home. Market-rate housing provides these folks in the middle with new, quality, well maintained housing options.



Matt McGowen
VP of Development
325-660-1744



A Few of Our Communities



The Peaks Townhomes
Mineral Wells, Tx



Bear Creek Townhomes
Early, Tx



The Alps
Cleburne, Tx



Indian Creek Townhomes
Brownwood, Tx



The Alps
Stephenville, Tx Coming Soon!



Gatesville Independent School District

Barrett Pollard, Ed.D.
Superintendent

311 South Lovers Lane
Gatesville, Texas 76528
Phone (254) 865-7251
Fax (254) 865-2279

May 29, 2025

Dear Planning and Zoning Commission,

For several years now, the lack of housing options in Gatesville has been a hindrance in our hiring process here at GISD. The housing options available typically fall into two categories: low-income property not suitable for an educator or a housing option with multiple acres of land that makes it out of a teacher's price range. This spring alone, we have lost four quality candidates because they could not find acceptable housing options.

Trafalgar Homes, based in Stephenville, has land under contract in Gatesville with plans to build a multifamily development. They have built properties in other Central Texas towns similar to Gatesville such as Comanche and Early. The townhome apartments are aimed at young professionals such as teachers. I have met with Matt McGowen, their Vice President of Development, and explained the school district's need for mid-price range housing options. The price points of these apartments will be good for teachers coming to Gatesville to work. My hope is that the planning and zoning commission would consider helping this project come to fruition. Thank you for your time and consideration!

Sincerely,

Barrett Pollard, Ed.D.
Superintendent
Gatesville ISD







BLDG 1000
CLUBHOUSE/OFFICE/LAUNDRY

ALPS
CLEBURNE

LEASING
OFFICE

Office Hours
MON - FRI
8:30a - 5:30p
SAT
10:00a - 2:00p

RESERVED
PARKING
10-11:30 AM
12-1:30 PM
2-3:30 PM
4-5:30 PM







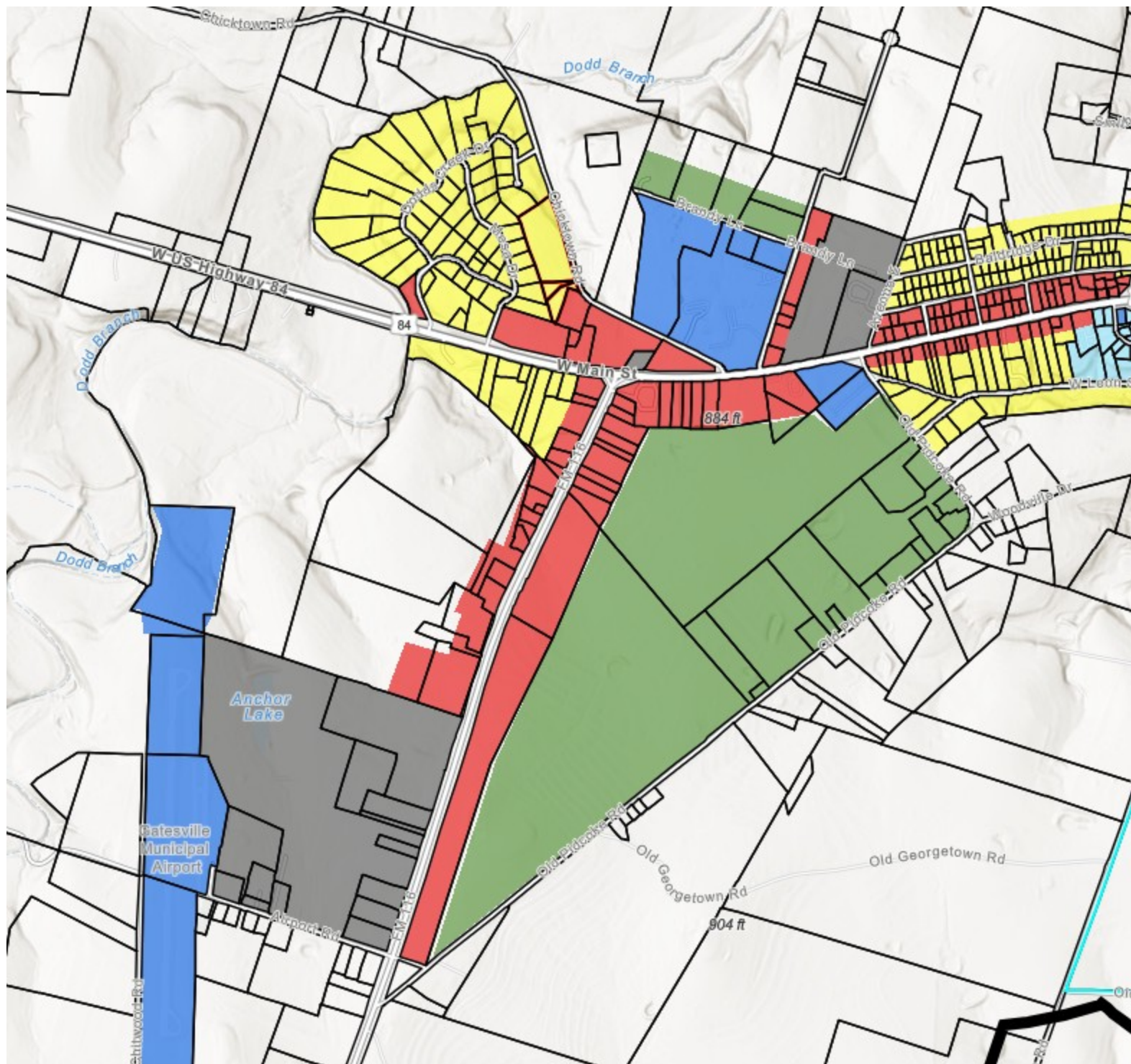






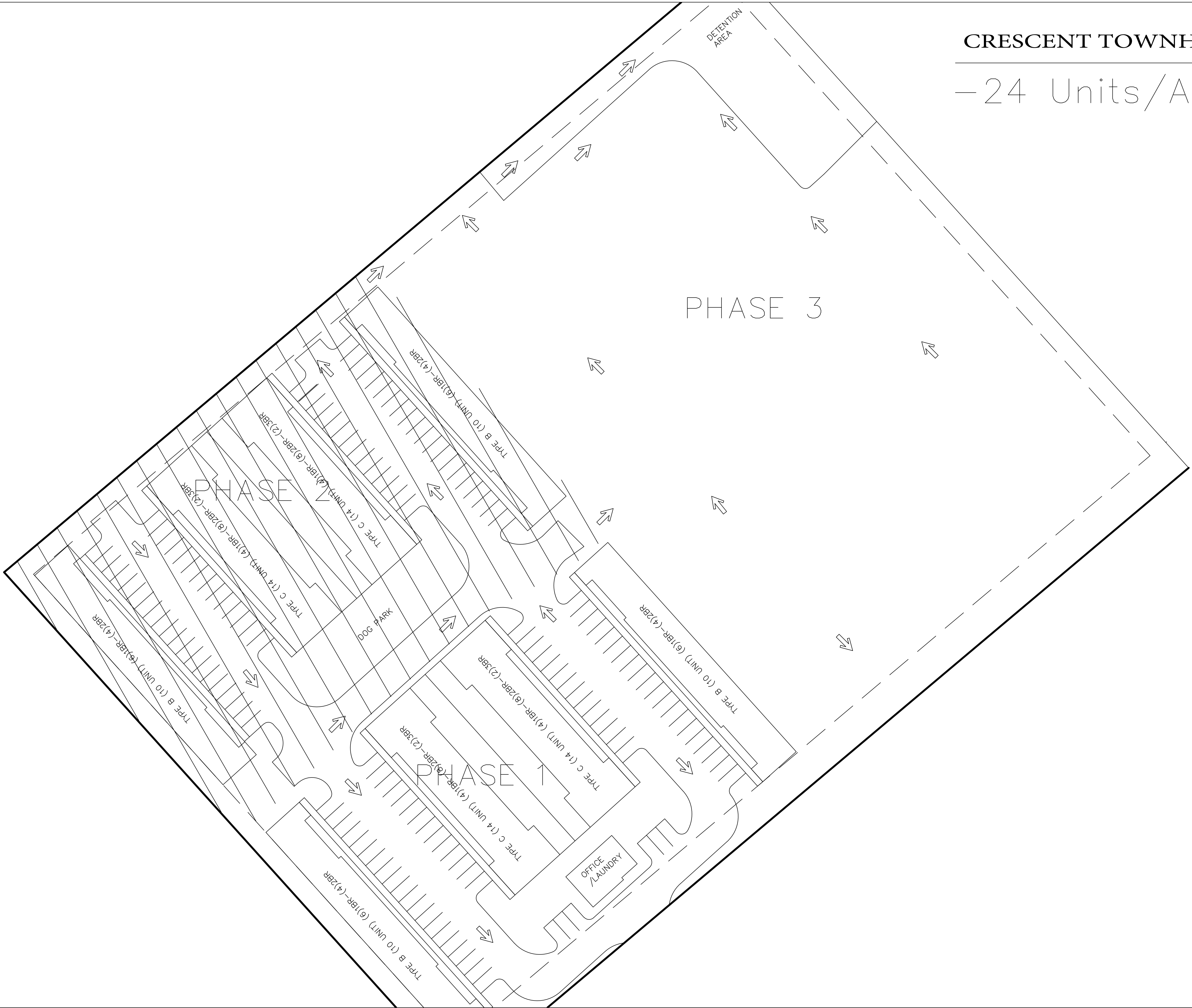






CRESCENT TOWNHOMES

-24 Units/Acre



TRAFALGAR HOMES
OF TEXAS

DRAWN BY	CODY FARR	5/19/2025
DESIGNED BY	WES BISHOP	5/19/2025
No.		5/19/2025

Company Name and Address
TRAFALGAR HOMES OF TEXAS, LLC
P.O. BOX 65
STEPHENVILLE, TEXAS 76401
(254) 968-1005

Project Name and Address
CRESCENT TOWNHOMES
TBD OLD PIDCOKE ROAD
Gatesville, Tx

Project
PRELIM SITE PLAN

Date
5/19/2025

Scale
NOT TO SCALE

Sheet

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, ZONING MAP AND COMPREHENSIVE PLAN OF THE CITY OF GATESVILLE, TEXAS, AS HERETOFORE AMENDED, BY ESTABLISHING AN INITIAL ZONING DESIGNATION OF RESIDENTIAL MULTI-FAMILY DISTRICT (“RES. MULTI-FAMILY”) FOR AN APPROXIMATELY 8.00 ACRE TRACT SITUATED IN THE WILLIAM SUGGETT SURVEY, ABSTRACT NO. 912, IN THE CITY OF GATESVILLE, CORYELL COUNTY, TEXAS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 30, 2023, with regard to an approximately 135.03 acre tract situated in the William Suggett Survey, Abstract No. 912 and being a part of a 156.2 acre tract of land described in a deed from Rebecca Berry Krista Ann Moreland and recorded as Doc. No. 339484, Deed Records of Coryell County, Texas, in the City of Gatesville, Coryell County Texas (the “Property”), the City Council of the City of Gatesville, Texas granted the voluntary petition of the owners of the Property for annexation of the Property into the corporate limits of the City of Gatesville; and

WHEREAS, the City Planning and Zoning Commission of the City of Gatesville, Texas, and the governing body of the City of Gatesville in compliance with the laws of the State of Texas and the Ordinances of the City of Gatesville, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion, the City Council has concluded that the Comprehensive Zoning Ordinance, Zoning Map, and Comprehensive Plan should be amended with regard to the Property as set forth hereinbelow.

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

SECTION 1. The recitals set forth above are found and determined to be true and correct and are incorporated herein by this reference, including the designated shorthand terms established therein.

SECTION 2. The Comprehensive Zoning Ordinance, Zoning Map, and Comprehensive Plan of the City of Gatesville, Texas, as heretofore amended (collectively, the “Zoning Ordinance”), shall be and it is hereby amended by establishing an initial zoning district classification for the Property, which Property is more particularly described

and depicted in Exhibit "A" attached hereto and incorporated herein by this reference, of Residential Multi-Family District ("Res. Multi-Family").

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 of Gatesville, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. Should any word, 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 Comprehensive Zoning Ordinance as a whole.

SECTION 6. An offense committed before the effective date of this Ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Gatesville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

The foregoing **Ordinance No. 2025-13** was read the first time and passed to the second reading this ____ day of _____, 2025.

The foregoing **Ordinance No. 2025-13** was read the second time and passed to the third reading this ____ day of _____, 2025.

The foregoing **Ordinance No. 2025-13** was read the third time and duly approved, passed and adopted this the ____ day of _____, 2025.

APPROVED:

By: _____
Gary Chumley, Mayor

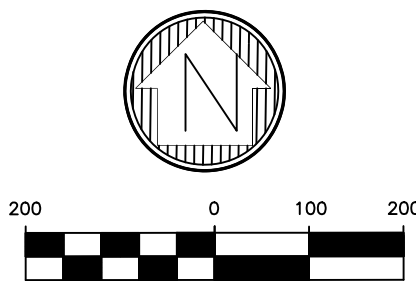
ATTESTED:

Holly Owens, T.R.M.C., City Secretary

EXHIBIT A
Property Legal Description and Survey
[to be attached]

4935-4427-7780, v. 1

LAND TITLE SURVEY OF 8.00 ACRES OF LAND
SITUATED IN THE WILLIAM SUGGETT SURVEY
ABST. NO. 912
CORYELL COUNTY, TEXAS



SURVEYOR'S NOTES

RECORD ENCUMBRANCES –Except as specifically stated or shown on the map of survey, this survey does not purport to reflect any of the following which may be applicable to the subject property: building setback lines, restrictive covenants, subdivision restrictions, zoning or other land–use regulations, septic tank restrictions and any other facts which a current title search may disclose.

BOUNDARY DIMENSIONS –Bearings, distances and coordinates shown on this map of survey are grid, GPS derived and are based on The Texas Coordinate System, Central Zone, NAD

RECORD DOCUMENTS –Only the record documents noted hereon were provided to or discovered b the undersigned surveyor.

BOUNDARY RESEARCH –The undersigned surveyor conducted research of public real property records focused on the boundary of the subject property. No research was conducted for: easements, restrictions, dedications or other record encumbrances.

PURPOSE OF SURVEY –This survey represents the results of a Land Title Survey.

ADJOINING PROPERTIES –The adjoining properties were not surveyed and are shown hereon for informational purposes only.

UTILITIES –All statements within the certification and other references located elsewhere heron that are related to utilities, easements, servitudes and encroachments are based on visible, aboveground evidence unless otherwise noted. Lacking excavation, the location of underground utilities cannot be accurately known. For definitive answers to questions regarding utilities shown hereon, contact the respective utility companies. Visible utility structures that were observed while conducting this survey may indicate an easement.

SUBSURFACE CONDITIONS –No statement is made concerning subsurface conditions or the existence or nonexistence of underground containers of facilities which may affect the use of development of the tract of land. Environmental and subsurface conditions were not examined as a part of this survey.

ROADWAYS AND DRIVEWAYS –Roadways or driveways (access ways) shown hereon are as found. The undersigned surveyor does not represent that said roadways or driveways are publicly maintained, nor that an easement or right of way for the use of these access ways benefits the subject property.

FENCES –Fences along a boundary line and long standing, should not be moved or removed without consultation with the adjoining property owner. Ownership of the property located between the boundary line and the fence may have been transferred

COPY OF SURVEY: Subject to client approval, a copy of this map of survey can be obtained by contacting Rick Shelley at 254 253 0946 or by email at rickshelley@gmail.com"rickshelley@gmail.com.

METES AND BOUNDS

FIELD NOTE DESCRIPTION for 8.00 acres of land situated in the William Suggett Survey, Abst. 912, in Coryell County, Texas. Said 8.00 acres of land being out of and a part of the remaining portion of that certain tract of land called to contain 133 acres of land in a deed recorded June 14, 2021 to Krista Ann Moreland of record in Doc. No. 339484, Official Public Records of Coryell County, Texas (OPR). Said 8.00 acre tract of land was surveyed by TEXAS LAND SURVEYORS on April 29, 2025 and is more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found with a surveyor's cap at the most southerly corner of Lot 4, Block 1 of the Berry Estates, a subdivision of record in Doc. No. 369086, OPR, same being in the common line between said Moreland tract of land and Old Pidcoke Road and being the most easterly corner of this 8.00 acre tract of land;

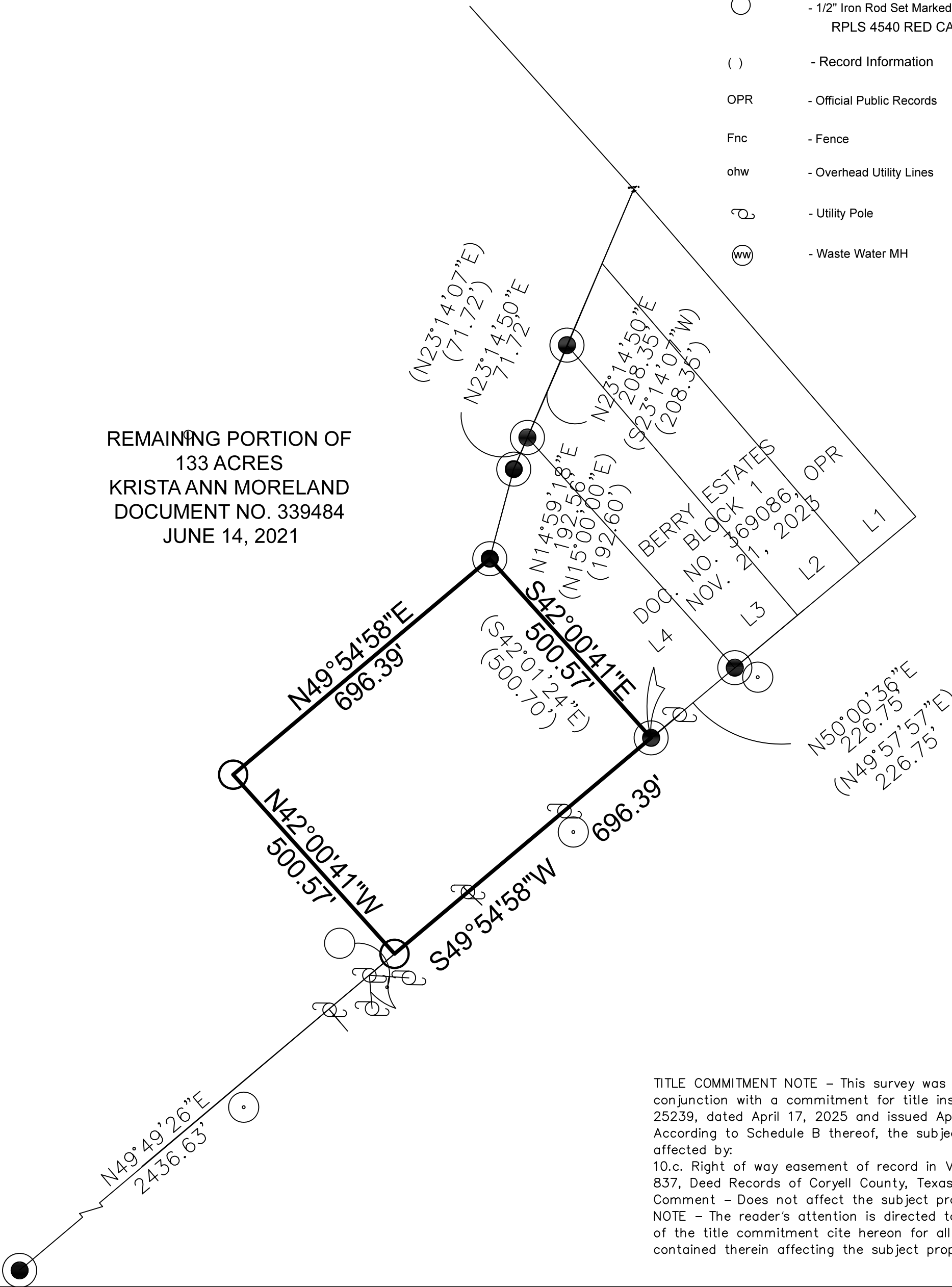
THENCE with the common line between said Moreland tract of land and Old Pidcoke Road, same being the southeasterly line of this 8.00 acre tract of land, S 49°54'58" W a distance of 696.39 feet to a ½ inch iron rod with a red plastic cap marked RPLS 4540 set for the most southerly corner of this 8.00 acre tract of land;

THENCE crossing said Moreland tract of land for the following three courses:

1. with the southwesterly line of this 8.00 acre tract of land, N 42°00'41" W a distance of 500.57 feet to a ½inch iron rod with a red plastic cap marked RPLS 4540 set at the most westerly corner of this 8.00 acre tract of land;
2. with the northwesterly line of this 8.00 acre tract of land, N 49°54'58" E a distance of 696.39 feet to an iron rod found with a surveyor's cap found at the most westerly corner of said Lot 4, same being the most northerly corner of this 8.00 acre tract of land;
3. with the common line between said Lot 4 and this 8.00 acre tract of land, S 42°00'41" E a distance of 500.57 feet to the POINT OF BEGINNING.

TEXAS LAND SURVEYORS
475 CR 4175
Cranfills Gap, Texas 76637
rickshelley@gmail.com
(254) 253 0946
Firm No. 10194621

REMAINING PORTION OF
133 ACRES
KRISTA ANN MORELAND
DOCUMENT NO. 339484
JUNE 14, 2021



TITLE COMMITMENT NOTE – This survey was conducted in conjunction with a commitment for title insurance, 25239, dated April 17, 2025 and issued April 30, 2026. According to Schedule B thereof, the subject property is affected by:
10.c. Right of way easement of record in Vol. 479, Pg. 837, Deed Records of Coryell County, Texas. Surveyor's Comment – Does not affect the subject property.
NOTE – The reader's attention is directed to a full copy of the title commitment cite hereon for all matters contained therein affecting the subject property.



Date 6/24/2025

Agenda Item 15

Ordinance 2025-14

CITY COUNCIL MEMORANDUM FOR ORDINANCE

To: Mayor & Council

From: Holly Owens, City Secretary

**Agenda Item: Discussion and possible action amending Chapter 32, adding Article IX. – Coin—
Operated Machines and Indoor Amusement Facilities.**

Information:

City staff have recently received multiple inquiries from concerned citizens regarding the presence and regulation of gambling machines—commonly referred to as "8-Liners"—within Gatesville city limits. At this time, the City of Gatesville does not have ordinances regulating gaming machines, coin-operated devices, indoor amusements, or gambling machines.

Background:

A recent legal precedent may guide future regulatory decisions. In 2014, the City of Fort Worth adopted ordinances restricting the use of amusement redemption machines used for gambling. These ordinances were challenged in court, and after more than nine years of litigation, the Texas Supreme Court declined to hear further appeals in *Stephannie Lynn Rylie, et al. v. The City of Fort Worth and David Cooke, in his Official Capacity as City Manager*. This left in place the decision of the Second Court of Appeals, which held that "8-Liners" constitute unconstitutional lotteries as they are based on chance rather than skill.

Following this ruling, in December 2024, the Fort Worth City Council adopted final amendments to its ordinances banning "8-Liners." It is important to note that not all machines are considered gambling devices. Machines that dispense prizes directly—such as claw or crane games—or that rely on a player's physical skill (e.g., tossing, flipping, or rolling a ball) are not classified as gambling devices. In contrast, any machine that pays out cash, gift cards, or other items of value based on chance rather than skill is considered a gambling device. This includes machines resembling bingo, keno, blackjack, lottery, roulette, slot machines, or video poker.

Other coin-operated machines such as pool tables, jukeboxes, and pinball machines are not affected by these gambling-related restrictions.

The ordinance under consideration acknowledges the Texas Supreme Court's decision and affirms that "8-Liners" are illegal gambling devices under state law.

This draft ordinance will define key terms, establish regulations on the placement of coin-operated machines, outline licensing requirements and the review process, and detail potential criminal penalties. If approved, the effective date will be October 1, 2025, to allow an adjustment and educational period for

the businesses that have illegal machines that will need to be removed and an opportunity to be prepared to pay the license fee and occupation tax for the legal machines.

Application for City License:

All applicants must pass a background check and submit a copy of their Comptroller registration or license, along with a valid sales tax certificate. The business where the machines are located must have a Certificate of Occupancy and display all required licenses, including the City License.

Financial Impact:

A license application fee and an occupation tax will be added to the fee schedule to accommodate these regulations.

- ¼ of the State Occupation Tax per Texas Tax Code 2153.451(b) per machine and,
- License fee for an annual license registering all machines as defined within the ordinance.

Staff Recommendation:

Staff recommends passing **Ordinance 2025-14** to the next meeting for the second reading.

Motion:

Motion to pass **Ordinance 2025-14**, amending Chapter 32, adding Article IX. – Coin-Operated Machines and Indoor Amusement Facilities, First Reading, to the next meeting.

Attachments:

- Draft Ordinance

CHAPTER 32 – LICENSES, PERMITS, AND MISCELLANEOUS REGULATIONS

ARTICLE IX. – COIN-OPERATED MACHINES AND INDOOR AMUSEMENT FACILITIES

Sec. 32-260. Definitions.

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

Amusement Redemption Machine means any electronic, electromechanical, or mechanical contrivance, including sweepstake machines, designed, made, and adapted solely for bona fide amusement purposes, and that by operation of chance or a combination of skill affords the user, in addition to any right of replay, an opportunity to receive exclusively non cash merchandise prizes, toys, or novelties, or a representation of a value redeemable for those items and is in compliance with Section 47.01(4)(b) of the Texas Penal Code. Amusement Redemption Machine does not include the following skill or pleasure machines:

1. A machine that awards the user noncash merchandise prizes, toys, or novelties solely and directly from the machine, including claw, crane, or similar machines; nor

2. A machine from which the opportunity to receive noncash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items, varies depending upon the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical objects into the machine or a part thereof, including basketball, golf, bowling, or similar machines. A representation of value means cash paid under authority of sweepstakes contestants as provided by the Texas Business and Commerce Code, Section 43, or a gift certificate or gift card that is presented to a merchant in exchange for merchandise.

Building Official means the representative of the City of Gatesville or other person designated by the city manager.

Coin-operated machine means any kind of machine or device operated by or with a coin or other United States currency, metal slug, token, electronic card, or check, including a music or skill or pleasure coin-operated machine.

Facility supervisor means a natural person who manages, controls or operates an indoor amusement facility on behalf of the owner or operator.

Gambling device means any electronic, electromechanical, or mechanical contrivance that for a consideration affords the player an opportunity to obtain anything of value, the award of which is determined solely or partially by chance, even though accompanied by some skill, whether or not the prize is automatically paid by the contrivance. The term includes, but is not limited to, gambling device versions of bingo, keno, slot machines, blackjack, lottery, roulette, video poker, or facsimiles thereof, that operate by chance or partially so, that as a result of the play or operation of the game award credits or free games, and that record the number of free games or credits so awarded and the cancellation or removal of the free games or credits.

Indoor amusement facility means an amusement enterprise wholly enclosed in a building offering entertainment or games to the general public, for a fee, including, but not limited to a

bowling alley, billiard parlor/pool hall, and a facility with video games, computer games, skill or pleasure coin-operated machines, or amusement redemption machines. Indoor amusement facility does not include a business that exhibits less than two (2) video games, computer games, skill or pleasure coin-operated machines, or amusement redemption machines as a secondary use of the property, if the business does not otherwise fall into the definition of an indoor amusement facility.

Licensing officer means the City Manager of the City of Gatesville or the city manager's designee.

Music coin-operated machine means any kind of coin-operated machine, including a phonograph, piano, or graphophone that dispenses music or is used to dispense music; is operated by inserting a coin, metal slug, token, or check; and is not an amusement machine designed exclusively for a child.

Operator means a person who exhibits or displays, or permits to be displayed, a coin-operated machine in this city in a place of business that is not owned by the person.

Owner means any person owning any "coin-operated machine" or indoor amusement facility in this city.

Person includes an individual, association, trustee, receiver, partnership, corporation, or organization or a manager, agent, servant, or employee of an individual, association, trustee, receiver, partnership, operation, or organization.

Service coin-operated machines means every pay toilet, pay telephone and all other machines or devices which dispense service only and not merchandise, music, skill or pleasure.

Skill or pleasure coin-operated machine means any kind of coin-operated machine that dispenses or is used or is capable of being used to dispense or afford, amusement, skill, or pleasure or is operated for any purpose, other than for dispensing merchandise, music, or service. The term includes marble machines, marble table machines, marble shooting machines, miniature race track machines, miniature football machines, miniature golf machines, miniature bowling machines, billiard or pool games, or machines or devices that dispense merchandise or commodities or plays music in connection with or in addition to dispensing skill or pleasure; and does not include an amusement machine designed exclusively for a child.

Sec. 32-261. Prohibited locations for skill or pleasure coin-operated machines.

- (a) No skill or pleasure coin-operated machine or amusement redemption machine shall be permitted within three hundred (300) feet, measured from front door to front door, of any school building, church or hospital in this city.
- (b) No licensed indoor amusement facility can be located within one thousand (1,000) feet of another licensed indoor amusement facility.
- (c) A business or facility that exhibits less than five (5) skill or pleasure coin-operated machines or amusement redemption machines as a secondary use of the property may not be located in the same building that another business or facility exhibiting less than five (5) skill or pleasure coin-operated machines or amusement redemption machines as a secondary use of the property is located.

- (d) A business or facility that exhibits less than five (5) skill or pleasure coin-operated machines or amusement redemption machines as a secondary use of the property may not be located within one thousand (1,000) feet of a licensed indoor amusement facility.

Sec. 32-262. License required and exceptions.

- (a) A person commits an offense if the person:
- Recklessly or with criminal negligence owns or operates an indoor amusement facility without an indoor amusement facility license; or
 - Recklessly or with criminal negligence owns or operates a gambling device within the city limits of the City of Gatesville; or
 - Knowingly allows a building in which the person holds an ownership interest to operate gambling devices or be operated as an indoor amusement facility without an indoor amusement facility license.
- (b) Acquisition of a license under this article is a separate and distinct requirement from any other licensing requirement. Possession of some other license shall not relieve a person of the requirement to obtain a license pursuant to this division.
- (c) It is a defense to prosecution under this section that the person is operating an indoor amusement facility at a:
- Place owned by the federal, state, or local government;
 - Non-profit organization that operates the indoor amusement facility for the organization's exclusive use and to further the purposes of the organization; or
 - Place licensed by the Texas State Lottery Commission.

Sec. 32-263. Injunction and prosecution.

- (a) A person who owns or operates or causes to be operated an indoor amusement facility without the license required under this division is subject to a suit for injunction, as well as prosecution for criminal violations.
- (b) A person who owns or operates or causes to be operated a Gambling device as defined in this Code of Ordinances is subject to a suit for injunction, as well as prosecution for criminal violations.

Sec. 32-264. License application.

- (a) An application for a license to operate an indoor amusement facility must be made to the licensing officer on the form prescribed by that official. The application must be accompanied by a sketch or diagram showing the configuration of the premises as well as the location of all coin-operated machines, pool tables, and exits. The sketch need not be professionally prepared but must clearly exhibit the configuration in a manner acceptable to the licensing officer.
- (b) If a person who wishes to own or operate an indoor amusement facility is an individual, he must sign the application for a license as the applicant. If the person who wishes to own or

operate an indoor amusement facility is other than an individual, each individual who has a twenty (20) per cent or greater interest in the business must sign the application for a license.

- (c) All applications must be accompanied by a non-refundable application fee in an amount determined as a part of the city's annual budget. An application shall not be considered to have been filed until the application fee is paid and all information required by the application form is submitted.
- (d) All applications must be accompanied by a statement signed by the persons listed in subsection (b) that states that the entertainment or games offered at the indoor amusement facility will not be used as gambling devices and that all facts contained in the application are true and correct.

Sec. 32-265. Application review.

- (a) *Preliminary inspection.* The licensing officer shall forward a copy of all indoor amusement facility applications to the police department, planning department, inspection department and any other city department involved in the review process. Upon receipt of the copy of the application, each department shall make such inspection and/or investigation of the applicant and the premises that is necessary for the enforcement of ordinances and laws for which the department has responsibility. Upon completion of the review, the reviewing department shall forward to the licensing officer its recommendation for approval or disapproval of the application. If the recommendation is for disapproval, the department shall clearly set forth its reason for the recommendation. If all departments recommend approval, then a final inspection shall be conducted.
- (b) *Final inspection.* The city shall make a final inspection of the facility after all equipment and furnishings are in place to ensure the facility complies with all applicable codes and ordinances. If after final inspection, the recommendation is for disapproval, the city shall clearly set forth its reason for the recommendation. If the recommendation is for approval, a license shall be issued in accordance with section 32-266.

Sec. 32-266. License issuance or denial; term; time limitation for compliance with division.

- (a) *Issuance.* The licensing officer shall issue an indoor amusement facility license, upon payment of the license fee, to an applicant within thirty (30) days of the filing of an application, unless the licensing officer finds one (1) or more of the following is true:
 - (1) An applicant is under eighteen (18) years of age;
 - (2) An applicant has falsely answered a question or request for information on the application form;
 - (3) The indoor amusement facility is not in compliance with applicable laws and ordinances;
 - (4) The applicant has been denied a license or the renewal of a license under this article within the preceding twelve (12) months or has had a license issued under this article revoked within the preceding twenty four (24) months and the denial or revocation has not been successfully appealed; or
 - (5) An applicant or applicant's spouse has been convicted of a crime involving the gambling, gambling promotion, keeping a gambling place, or possession of a gambling device,

equipment or paraphernalia; the sale of an alcoholic beverage without a permit or license from the state; prostitution or promotion of prostitution; manifesting the purpose of engaging in prostitution; or unlawfully carrying a weapon, provided;

- a. If the conviction was for a misdemeanor offense, less than two (2) years have elapsed since the date of the conviction or the date of release from confinement for the conviction, whichever is the later date; or
 - b. If the conviction is for a felony offense, less than five (5) years have elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date; or
 - c. If the conviction is for two (2) or more misdemeanor offenses or a combination of misdemeanor offenses occurring within any twenty-four (24) month period, less than five (5) years have elapsed since the date of the last conviction or the date of release from confinement for the last conviction.
 - d. The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant or applicant's spouse.
 - e. **Transitional Compliance for Existing Facilities and Coin-Operated Machines.** Any indoor amusement facility or business operating coin-operated machines within the City of Gatesville on the effective date of this ordinance that is in possession of a valid permit may continue to operate under the terms of that permit until its expiration. Upon expiration, no license or permit shall be renewed or reissued unless the facility or business is in full compliance with all provisions of, the Gatesville Code of Ordinances, including but not limited to the prohibition of gambling devices as defined herein. This transitional period does not constitute an exemption or grandfathering. All facilities and businesses shall be required to meet the current regulatory standards upon permit renewal.
- (b) *Extension of review period.* If the applicant is in the process of correcting conditions on the premises so that the premises will comply with applicable ordinances and laws, the applicant may be granted thirty (30) days from date of notice to bring the premises into compliance, or a new application shall be required.
- (c) *Term.* No license shall be effective until it has been issued. All licenses for indoor amusement facilities issued under the provisions of this article shall be valid for a period of one (1) year from the date of issuance. The date of issuance shall be stated on the license.

Sec. 32-267. Contents; posting of license; notice of change in ownership.

- (a) An indoor amusement facility license issued under this article shall state on its face to whom it is issued, the date of issuance, the date of expiration, the address and location of such indoor amusement facility and shall be signed by the licensing officer.
- (b) The license shall be posted by the licensee in a conspicuous place and in such a manner and position that it may be easily read at any time of day or night.
- (c) A replacement license may be issued for a lost, destroyed or mutilated license upon application. A replacement license shall have the word "REPLACEMENT" stamped across its face and shall bear the same number as the one it replaces.

- (d) A licensee shall notify the licensing officer within ten (10) days of a change or partial change of ownership or change of address or trade name.

Sec. 32-268. License transfer.

A licensee under this article shall not transfer his license to another, nor shall a licensee operate an indoor amusement facility under the authority of a license at any place other than the address designated on the license.

Sec. 32-269. Suspension and revocation of license.

- (a) The City of Gatesville, through an official designated by the City Manager, may suspend or revoke a license if it determines that:
 - (1) The owner, operator, or facility supervisor has refused to allow an inspection of the premises, as authorized by this article;
 - (2) The owner, operator, or facility supervisor has demonstrated an inability to operate or manage an indoor amusement facility in a peaceful and law abiding manner;
 - (3) A cause of suspension occurs and the license has already been suspended within the preceding twelve (12) months;
 - (4) An owner or operator gave false or misleading information in the material included on or with his original application or a renewal application or in response to an inquiry by the city;
 - (5) An owner, operator, or facility supervisor has been convicted of a violation set forth in subsection 32-266(a)(5);
 - (6) The indoor amusement facility has been operated without a facility supervisor being physically present; or
 - (7) The indoor amusement facility is being operated in violation of the building codes or city ordinances, or state law including owning and operating gambling devices, as defined in this Code of Ordinance.
- (b) The fact that a conviction is being appealed shall have no effect on the suspension or revocation of the license.
- (c) Notice of suspension shall be served either in person or by certified mail to the owner or operator of the indoor amusement facility and the owner of the building in which the indoor amusement facility is located.

Sec. 32-270. License renewal and appeal.

- (a) A renewal application on the form prescribed by the licensing officer may be submitted no earlier than sixty (60) days before the expiration of the license. The renewal application must be accompanied by a renewal fee set by the city council as a part of the city's annual budget. When an application for renewal is submitted less than thirty (30) days before the expiration date of the license, the expiration date of the license will not be affected.

- (b) When the renewal application has been filed as required above, the licensing officer shall have seven (7) days to determine whether to issue a renewal license, or to reject the renewal application and require the applicant to file an original application and review the renewal request under the same standards as the original license application. If the licensing officer requires that the renewal be handled as though it were a new application, the review period set out in section 32-266 shall commence upon the filing of the completed original application form, not upon the filing of the renewal application form. The following shall constitute grounds for rejecting the renewal application and requiring the filing of an original application form:
 - (1) The receipt by any department of the city of confirmed complaints about the operation of the indoor amusement facility during the period that the license for which renewal is sought has been in force;
 - (2) The discovery by any official of the city of a violation of any ordinance or law during the preceding year on the premises which was related to the operation of the indoor amusement facility; or
 - (3) An increase in police calls to the indoor amusement facility or the area immediately adjacent to the premises that are related to the operation of the indoor amusement facility.
- (c) If a license expires during an extension of the review period, provided for in section 32-266, the licensee may continue to operate the indoor amusement facility until a decision on the renewal is rendered. If the renewal is denied, the licensee must cease operation of the indoor amusement facility immediately upon notification. Notice of the denial shall be sufficient if personally given to the owner, operator, or facility supervisor provided for in section 32-273, or if delivered to the owner, operator, or facility supervisor at the address shown on the renewal application by mail, return receipt requested.
- (d) When an application for renewal is ultimately denied, the applicant shall not be issued a license for one (1) year from the date of the denial. If, subsequent to denial, the licensing officer finds that the basis for denial of the renewal license has been corrected or abated, the applicant may be granted a license if at least ninety (90) days has elapsed since the date the denial of the renewal application was final.
- (e) The rejection of a renewal application and requirement that the renewal be handled as though it were an original application may not be appealed; however, the final denial of a license renewal by the licensing officer may be appealed in accordance with section 32-271.

Sec. 32-271. Appeal.

- (a) Appeal of denial. suspension or revocation of permit.
 - (1) The initial decision and notice by an inspector to suspend or revoke a permit may be appealed to the supervisor over the inspector by giving written notice to the supervisor no later than the fifth calendar day after receipt of the written notice of the decision. The supervisor may uphold, reverse, or modify the decision of the inspector. If an appeal is not filed as provided herein, the decision of the inspector is final, and no further appeal will be considered.

(2) The initial denial of a permit, or the decision of the supervisor over the inspector following a timely appeal of the inspector's decision to suspend or revoke a permit as provided in subsection (1) above, may be appealed to the city manager by filing a written notice of appeal with the director no later than the fifth day after receipt of written notice of the initial or appeal decision. The city manager may uphold, reverse, or modify the decision to deny, suspend or revoke the permit. If an appeal is not filed as provided herein, the initial or appeal decision is final, and no further appeal will be considered.

(3) The decision of the city manager is final.

Sec. 32-272. License fees.

Before any license for an indoor amusement facility shall be issued by the city, the person applying for the license shall pay to the city the fees that are established by the city council as part of the city's annual budget. These fees may include an application fee to cover the costs associated with processing the application in addition to an annual license fee.

Sec. 32-273. Operation of indoor amusement facilities.


- (a) *Indoor amusement facility supervisor.* A person who owns or operates an indoor amusement facility must designate one (1) or more persons as facility supervisors. The names of the facility supervisors must be included in a license application or renewal application. Whenever a change in the facility supervisors occurs, notice of that change shall be given to the licensing officer. A facility supervisor must remain on the premises of the indoor amusement facility during operating hours.
- (b) *Authority to vacate premises.* The chief of police, fire marshal or building official or their designees shall have the power to cause an indoor amusement facility to be vacated whenever any provision of this article is being violated or when a situation that poses an immediate threat to safety exists. In addition, where a violation of any ordinance of the city or state law is discovered, the chief of police, fire marshal or building official may order that an indoor amusement facility be vacated and remain closed for up to twenty-four (24) hours after it is determined that the violation that resulted in the order to close has been corrected.
- (c) *Hours of operation.* The indoor amusement facility shall not be operated between 12:00 a.m. and 8:00 a.m.
- (d) *Layout.* All skill or pleasure coin-operated machines, pool tables, and bowling lanes shall be in full and open public view. No skill or pleasure coin-operated machine, pool table, or bowling lane shall be in a room that is closed off from the main area of the facility.

Sec. 32-274. Criminal penalties.

- (a) A violation of this article shall be a Class C misdemeanor and the penalty for violating this article shall be a fine of not more than five hundred dollars (\$500.00) and each day a violation exists shall be a separate offense. It is also a criminal violation of this article and a Class C misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) and not less than fifty dollars (\$50.00) to intentionally, knowingly, recklessly or with criminal negligence provide false answers or information to the City of Gatesville on or in connection with the application for or application for renewal of an indoor amusement facility license.

- (b) Possession and/or operation of Gambling device. Any person or persons in possession of a gambling device as defined shall be subject to criminal penalties provided in (a) above. Machines identified as being in violation of the provisions of this ordinance will be confiscated and any funds deposited in said machine(s) shall be subject to the forfeiture and seizure policy of the Gatesville Police Department.

Secs. 32-275—32-280. Reserved.



JUNE 24, 2025

CITY MANAGER REPORT TO CITY COUNCIL

WELCOME

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, if you have any questions about any of the information provided herein.

Thank you,
Bradford Hunt
City Manager



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 - City-Wide Staffing Report
 - Current Projects
 - Development
- Department Updates
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 - 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

- Employment Rate: 98.4%
- Open positions: 2 FTEs, 0 PTs, 0 Seasonal
- Police Department:
 - 1 Dispatcher (FTE) – 1-2 candidates identified
- Library:
 - 1 Library Assistant (FTE)

CITY MANAGER UPDATE:

CURRENT PROJECTS

- TDEM/FEMA process – debris project complete, others are in-progress
- Development inquiries / meetings – 6+ this month
- Cemetery clean up day occurred June 14
- 2 meetings with realtor & plans to list properties
- July 4 planning, including assistance at Spur event
- Parks Master Plan finalized, potential grant identified
- Flooding event June 11-12; drainage issues
- Shivarree assistance
- Budget prep & individual meetings
- CIP for Hughes Unit EST resubmitted to Congressman Carter's Office; work will begin soon to comply with TCEQ & we will seek reimbursement
- Met with Judge Miller re: City's budget requests to Coryell County
- PD building plan finalized & presented to Council
- Cross walk at Coryell Health – under construction
- Angle parking on 7th & 6th Streets – done
- TXDOT meeting occurred to discuss SH 36/Osage
- Kalyn drainage – planning continues
- Working on HOT funds application process & procedure to disburse funds only semi-annually

Development Update June 2025



1. Starbucks
2. Laerdal expansion
3. Laundromat by Beall's
4. Gatesville Crossing
5. Project TBD, commercial/residential
6. Subdivision of #5, 8 acres for townhomes
7. TBD Urgent Care Clinic
8. Oso Clean Car Wash
9. 5-suite offices/retail
10. 7-Brew Coffee
11. TBD chain pizza restaurant
12. Washburn duplexes
13. Parkview duplexes
14. ____ Motel remodel
15. Summers' RV Park
16. Trinity - 26 apts. for age 60+
17. Havin's Coffee
18. TBD national chain hotel North SH 36
19. SF Homes x8 W. Main St.
20. TBD food service - inside Walmart
21. TBD national chain hotel South SH 36
22. Downtown boutiques x 2
23. TBD housing addition near FM 107
24. Public service office downtown
25. TBD Self storage
26. ¼ acre lots, 100 homes – interest , area TBD
27. SF Homes SE of airport
28. TBD equipment lease company
29. Former proposed car wash location, now up for sale
30. Knife & Cork renovations
31. TBD chain restaurant – inquiry, Main St.
32. Small warehouse near Fincher's
33. ____ Graves florist building – open
34. TBD chain restaurant inquiry – old BK building
35. TBD restaurant / retail
36. SF Homes , subdivision

June 2025 Development List & Timeline

[illegible]

DEPARTMENT UPDATE:

PUBLIC WORKS, OVERALL

- 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
 - Fort Gates area sewer expansion
- Current Activity:
 - Budget
 - Downtwon feeder road overlays
- 3-Month Look-Ahead:
 - Lakewood reroute project
 - Marshall St. & South 26th St. overlays
 - FEMA projects
- Long-Term:
 - 5-year CIP for public works + Master Plans
 - Water & Wastewater Master Plans

DEPARTMENT UPDATE:

PUBLIC WORKS, STREET DEPARTMENT

- Projects:

- Mowing, street sweeping, open hole repairs from recent flooding event.
- HMAC overlay on city streets

- Monthly Report:

- Open hole pavement repair- 19 open holes repaired for the month of April.
- Removed tree from the street at Osage and Lovers lane.
- Cleaned the ditch at 106 East Leon, 124 Airport road and 115 Airport road.
- Sprayed city streets with herbicide to kill weeds and grass growing in the asphalt/ gutters.
- Mowed the lagoons at the water plant.

- Monthly Report, cont.:

- Streets Cleaned with Sweeper truck- Bridge street, 23rd street, Alta Mira, Magaldi, Golf Course, Cottonwood, Hillcrest, Oak lane, Shady lane, Wren street, Curry, Dove, Elm Lane, Thistle Street, South Lovers, South 21st, South 22nd, East Leon, Spindletop, South 19th, Live Oak, Park street, Oak Park circle, Andrews, South 14th, Fouts, South Lutterloh, Pleasant, Pidcoke, South street, College, 10th street to 7th street, Fennimore, Faunt le Roy park, Pleasant, Pidcoke, North Lovers lane to North 31st street Elm street, Austin, All around the schools.
- 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:

- We had 5 water service leaks
- Replaced 4 city owned galvanized lines
- Crews unstopped 8 sewer backups
- Crews made 3 sewer taps
- Crews made 4 new water taps
- Flushing water mains in each pressure plain.

- 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

- Production Plant:
 - B5 and Axis are back on track on the Clarifier #1 and will have completed this month.
 - Water Plant staff have been busy getting caught up on light maintenance and cleanup around the plant and pump stations. Clearing chemical lines, vacuuming bulk tanks, replacing sump pumps, cutting brush and touchup painting.
 - The starter coil in pump #1 at BP#7 failed. MP Electric replaced the coil and both pumps have been returned to service.
 - Total Treated Water sent to the system for the month of May: 131.556 MG
- 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.
 - Night shift operator will attend the TWUA Regional School June 2nd through 5th, and test for his Class D Operator license after completing the Basic Water class.

DEPARTMENT UPDATE:

PUBLIC WORKS, WASTEWATER TREATMENT

- Stillhouse WWTP:
 - Expansion project
 - Pulled & sent RAS pump #2 to Jurgensen for maintenance.
 - RAS pump #1 is back from Jurgensen and installed.
 - Daily tests & Bio-Chem samples.
 - Belt Press and Bar Screen ran and cleaned daily.
 - Influent pump #2 pulled and sent to Jurgensen.
 - Control wires and Contactor repaired on Influent Pump #3.
 - Fixed skimmer plate on Clarifier #2.
 - Total flow for month of May= 36.2420 MG
- Future Plans:
 - Repair conveyer for biosolids
 - Work on lowering blankets in clarifiers
- Sewer Collections
 - Major repair at SH 36 / Old Waco
 - Mow all lift stations weekly.
 - Ran camera, cleaned and sewer main line on Mulberry Ave.
 - Hydro-excavated sewer line on Mulberry Ave.
 - Cleaned, degreased & vacuumed sewer lines on 34th for sewer stop up.
 - Worked on rail system for Pump 2 at Fort Hood lift station.
 - New fuses and float wires at Chicktown lift station.
- Leon WWTP:
 - Log jam removed under FEMA project guidance
 - Daily test of PH, CL2.
 - Run the belt press & clean daily.
 - Checked all pumps and motors daily.
 - Washed drum screen.
 - Washed and HTH both clarifiers.
 - Total flow= 24.8404 MG

DEPARTMENT UPDATE:

PUBLIC WORKS, FLEET MAINTENANCE

- Fleet Status:
 - Vehicles currently out of service – 0
 - Major Repairs – 0

DEPARTMENT UPDATE: POLICE DEPARTMENT

Administrative Bureau

Personnel Summary		Budgeted	*Actual	Lmt/FMLA		
Sworn Law Enforcement		19	18	0		
Non-Sworn		12	10	0		
Total		31	28	0		
Property & Evidence		May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Items Disposed		5		115		
Items Received		15		77		
Total # of Items		1987		1987		
Records Unit		May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Open Records Requests		89		512		
False Alarm Program			May 2025	May 2026		
Total number of alarms			25			
Total number of FALSE alarms			18			
Total balance of delinquent accounts (Past 30 Days)			\$1975.00			

DEPARTMENT UPDATE:

POLICE DEPARTMENT

Patrol Bureau					
Use of Force Report	May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Total # of Use of Force Incidents	2		3		
Computer Aided Dispatch	May 2025	May 2026	2025 YTD	2026 YTD	YTD % Changed
Calls for Service	487		2392		
Self-Initiated Activity	1934		8337		
Total Events	2421		10,729		
Activities	May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Total Arrests (# of Offenders)	32		150		
Misdemeanor	30		126		
Felony	12		63		
Class C	1		27		
Federal	0		0		
Total Offense Charges	43		216		
Department Traffic Enforcement	May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Citation (Tickets)	102		387		
Citation Charges	151		504		
Citation Warnings	327		1225		
Traffic Stops (CAD data)	417		1474		
DWI Arrests	6		10		
Accidents Reported by Officers (CRIS)	13		45		
Accident Exchange Information	10		58		
Fatality Accident	0		0		

DEPARTMENT UPDATE:

POLICE DEPARTMENT

Animal Services

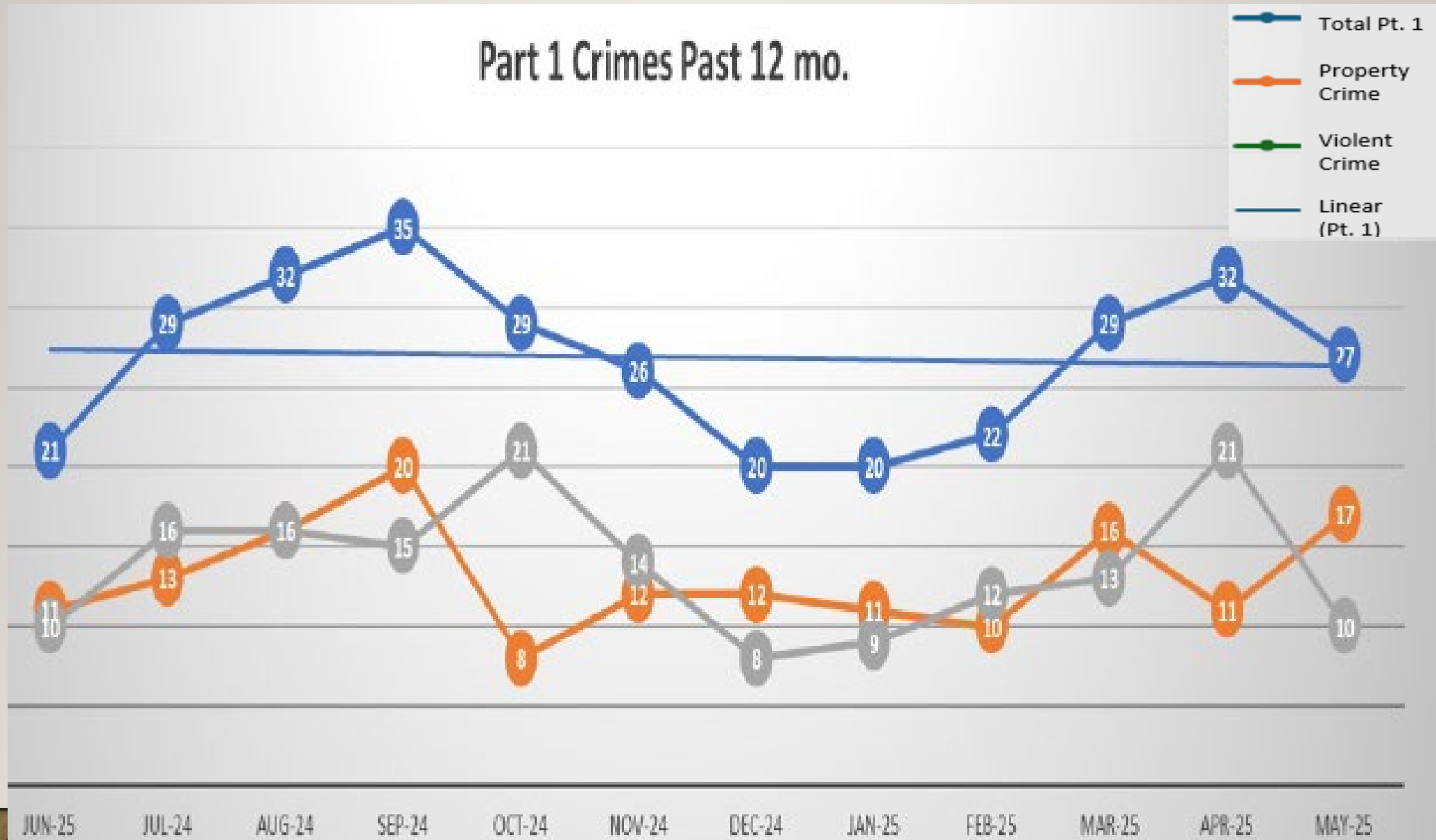
Administrative Activities	May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Calls for Service	133		565		
Warnings	0		6		
Citations	3		10		
Criminal Investigations	0		1		

Dogs	May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Field Intake	13		72		
Total Dogs Received	13		72		
Reclaimed	3		39		
Adopted	14		43		
Transferred Out	1		11		
Total Live Outcomes	18		72		
Euthanized	0		2		
Died in Shelter	0		0		
Total Dogs Euthanized	0		2		

Cats	May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Field Intake	40		102		
Total Cats Received	40		109		
Reclaimed	0		1		
Adopted	11		29		
TNR	13		62		
Transferred Out	1		6		
Total Live Outcomes	37		111		
Euthanized	1		1		
Died in Shelter	2		2		

Other (Wildlife/Livestock)	May 2025	May 2026	2025 YTD	2026 YTD	% Changed
Intake	0		0		
Released to Owner (Livestock)	0		0		
Released (Wildlife)	0		11		
Euthanized	0		2		

DEPARTMENT UPDATE: POLICE DEPARTMENT



DEPARTMENT UPDATE:

FIRE DEPARTMENT

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

DEPARTMENT UPDATE:

PARKS & RECREATION

Seth Phillips

Parks & Recreation Director

Marte Bailey

Athletics/Aquatics

Patrice Gilbert

Fitness

Levi Cole

Maintenance Supervisor

Overview

ONGOING PROJECTS

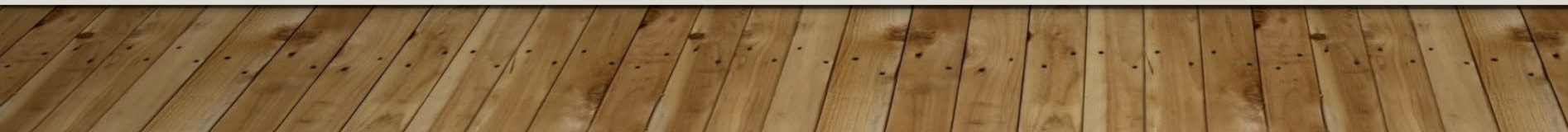
- FEMA Damaged Park Sites (Faunt Le Roy, Raby, Brown)
- Parks Master Plan
- Sports Complex field maintenance and repairs
- Ronnie Viss Gazebo
- NFC Recreation Center Agreement

UPCOMING EVENTS

- City Cemetery Cleanup (June 14)
- Summer Sounds (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

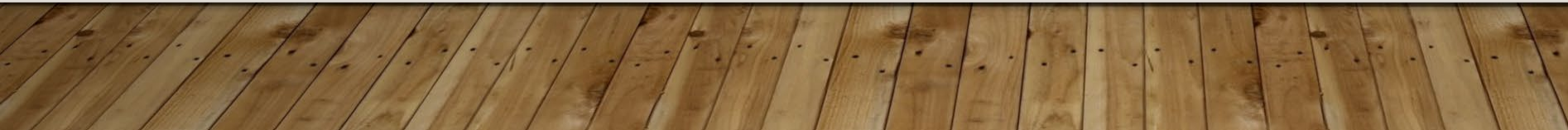


Athletics

- Youth Baseball/Softball
 - League games (April 14-June 13)- Monday, Tuesday, Thursday, Friday
- Youth Baseball/Softball Tournaments
 - 19 scheduled select tournaments (May 10-December 14)
 - Texas Teen-Age District Tournaments (June 16-27)
 - Texas Teen-Age State T-Ball Tournament (June 30-July 4)
 - 3MT/Small Town Select Tournaments (May 10, May 17-18)
 - 46 Teams, 2,206 attendees (3-day total)

Department
Update:

Parks &
Recreation



Aquatics

Staffing Update

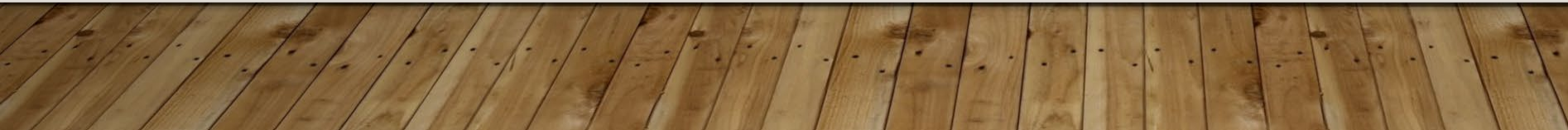
- The Gatesville Aquatics Division has successfully completed hiring and certification for the 2025 summer season. We have 24 fully certified Lifeguards and 3 Front Desk Associates.

Facility Operations

- The City Pool officially opened on May 24
 - Open: Tuesday-Sunday
 - Closed: Mondays
 - Season End Date: August 2, 2025
 - Boys & Girls Club: Tuesdays and Thursdays (9:30am-10:30am)
 - Swim Lessons: Tuesday-Friday (11am-11:50am) (50% of available sessions have been booked)
 - Pool Parties: 72% of available party slots are currently booked
- The Splash Pad opened on May 1
 - Open: Monday-Sunday (9am-9pm)
 - Season End Date: August 31, 2025
 - The recent upgrades, specifically the new surfacing and the bucket feature, have been particularly well-received. Multiple compliments have been received regarding these improvements.

Department
Update:

Parks &
Recreation



Fitness Center

Department Update:

Parks & Recreation

Membership

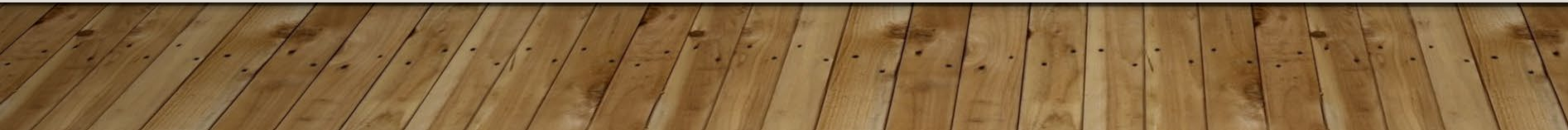
- 967 Memberships
 - 207 Insurance Paid
 - 276 Group (GISD, TDCJ, CORYELL HEALTH, CCC, GFD, CITY)
 - 484 Regular Memberships
- 4,287 Member visits
- We have 2 renewals coming up – TDCJ (June 5) & Coryell Health (July 1st)

Group Exercise

- 71 Classes (One Week Summer Break)
- 676 Class participants
- Adding 2 new classes for the summer schedule

Sales - \$17,867.23

- \$1,633.19 – Retail
- \$14,372.54 - Memberships, passes, lockers, etc.
- \$1,861.50 – Insurance Reimbursement

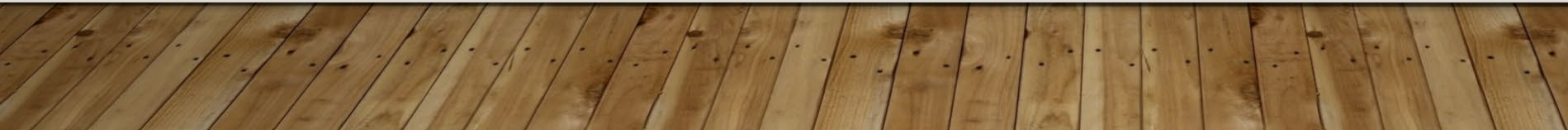


Maintenance

- Mowing of City parks and facilities
- Faunt Le Roy Park reopening (again, after June 11-12 flooding)
- 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
 - Summer Reading and many other programs at our newly updated Library Building
- Civic Center & Auditorium – Morgan Smart:
 - Civic Center booked through Summer
 - Auditorium building / Old City Hall – assessment of final FEMA-related costs by end of month
- Airport – Miguel Gamez, Brad Hunt, Mike Halsema:
 - RAMP grant – contractor identified and will begin work soon

DEPARTMENT UPDATE:

CITY HALL

- Finance – Mike Halsema, Deputy CM / CFO:
 - FY 26 budget preparations
 - City Hall water damage – receiving quotes to repair leaking windows, attendant flooring and wall damage from water intrusion
- Human Resources – Lori McLaughlin:
 - Comp & classification study RFPs to be sent & considered; changed from internal study to gain more insight for future consideration
 - Coordinating for July 2 (rescheduled from May 30) employee appreciation event
 - Working on handbook amendments – drug testing policy and others
- Court, Water, Cemeteries – Mike Halsema, Lori McLaughlin
 - Cemetery management software in use and new ordinance in effect
 - Front lobby counter remodeled

DEPARTMENT UPDATE: PLANNING, PERMITTING, CODE ENFORCEMENT

CITY SECRETARY: HOLLY OWENS

- Code Enforcement (Brooklyn Meza)
 - 43 cases opened
 - 1 abatement lien(s) filed
 - 3 lien(s) paid
- Planning (Holly Owens):
 - Zoning/Development Ordinance(s)
 - Boards and Commission Ordinance 2025-08
 - Plat(s) Processed:
 - *Southern Annex – Golf Course Road
 - Annexation Application(s):
 - A. Woods Survey (Airport)
 - Other:
 - Mesquite Street Abandonment
- Permitting & Inspections (Miguel Gamez, Nicole Clark):
 - Permits (29 issued) - \$ 1,049,834.44 value / \$5,734.33 fees
 - Inspections
 - Duplexes on Stillhouse
 - New SF homes
 - Boutique
 - 7Brew Coffee
 - Gatesville Crossing easement
 - Review
 - Gatesville Crossing
 - 7Brew Coffee
 - Issued
 - Parkview
 - 3 new SF homes

*All minor plats listed were reviewed and processed in-house.

UPCOMING EVENTS

- June 28 – Summer Sounds Concert Series @ FLR Park
- July 2 – Employee & Family Summer Pizza Pool Party @ City Pool
- July 4 – Fireworks @ GISD Campus

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