

**CITY COUNCIL MEETING
OCTOBER 14, 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 **5:30 P.M.** THIS **14TH DAY OF OCTOBER 2025.**
- 2) **QUORUM CHECK/COUNCIL PRESENT:** Mayor Gary Chumley, Mayor Pro-Tem Greg Casey, Councilmembers Kalinda Westbrook, Jon Salter, and Meredith Rainer.

CITY STAFF PRESENT: City Manager Brad Hunt, City Secretary Holly Owens, Deputy City Manager/Finance Director Mike Halsema, Seth Philips, Chad Newman, Chief Jeff Clark, and Zeb Veazey.

OTHERS: Yvonne Williams, Tina Zimmerman, Scott Ayres, Michael Fogel, Travis VanBibber, and Gatesville Messenger.

- 3) **INVOCATION:** Jon Salter and **PLEDGE OF ALLEGIANCE:** Led by Mayor Gary 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.

Yvonne Williams with the Chamber of Commerce came forward to speak about special event vendor fees and explained that she spoke with the City Secretary earlier. After speaking with Ms. Owens, Ms. Williams has a better understanding of the fees and appreciates the assistance.

CONSENT:

- 4) All consent agenda items are considered routine by the City Council and will be enacted by a single motion. There will be no separate discussion of these items unless a Councilmember requests an item to be removed and considered separately.
 - a. Regular City Council Meeting held on **September 23, 2025.**

- b. **Resolution 2025-101:** Discussion and possible action to approve a resolution to deny Oncor Electric Delivery Company LLC's proposed increase in revenue and its proposed changes to rates.
- c. **Resolution 2025-102:** Discussion and possible action regarding a Resolution designating an official newspaper for the City of Gatesville for the Fiscal Year 2025-2026.
- d. **Resolution 2025-103:** Discussion and possible action regarding the August 2025 Financials.
- e. **Resolution 2025-104:** Health Insurance Agreement.
- f. **Resolution 2025-105:** Consider a resolution approving an Interlocal Agreement with the City of Cedar Hill.
- g. **Resolution 2025-106:** City Manager Agreement Amendment

CONSENT AGENDA: Motion by Greg Casey, seconded by Meredith Rainer to **APPROVE** the **CONSENT AGENDA** as written. All four voting "Aye", motion passed, 4-0-0. (Smith and Patterson absent)

OTHER BUSINESS:

- 5) Discussion and possible action to amend the Fee Schedule, Chapter 18 adjusting the water and sewer rates.

Scott Ayers came forward regarding the water and sewer rates. Mr. Ayers personally agrees with the rate increases due to the infrastructure needs. However, there is a large population that will have difficulty paying the rate increase because they already have difficulty paying the current rate. Mr. Ayers asked if the increase can be stretched out further and recommended the late fees be suspended for a short time so that citizens can have some time to prepare for the increase without added penalties.

Councilwoman Rainer asked Mr. Hunt where the late fees are credited regarding the City's funds. Mr. Hunt stated the late fees are put into the water fund.

Councilwoman Rainer likes the idea of suspending the late fees for a period. Mayor Chumley asked about taking the late fees and setting up a separate fund to assist with other accounts that fall behind.

ORDINANCE 2025-20: Motion by Kalinda Westbrook, seconded by Jon Salter to **PASS ORDINANCE 2025-20** to consider repealing and replacing Chapter 18. "Fees" Section 18-1. "Fee Schedule" of the Code of Ordinances of the City of Gatesville, **second reading**. All four voting "Aye", motion passed, 4-0-0. (Smith and Patterson absent)

- 6) Consider a resolution affirming Tax Exempt status of a Cadence Bank Lease Agreement.

RESOLUTION 2025-107: Motion by Jon Salter, seconded by Greg Casey, The City of Gatesville desires to designate the Agreement as a "qualified tax-exempt obligation" of the

Lessee, as defined in Section 265(b)(3) of the Internal Revenue Code of 1986 (the “Code”). The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by the Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. The Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to the Lessor that the designation of the Agreement as a “qualified tax-exempt obligation” will not be adversely affected.

Roll Call Vote:

Jon Salter – Yes

Kalinda Westbrook – Yes Greg Casey – Yes

Joe Patterson – Absent

Aaron Smith – Absent

Meredith Rainer – Yes

All four voting “Aye”, motion passed, 4-0-0. (Smith and Patterson absent)

7) Discussion and possible action regarding disbursement of HOT Funds.

Councilwoman Rainer asked about the committee’s thought process for the decisions made regarding the disbursement of funds. Mr. Hunt stated the disbursement of HOT funds is required to be met with specific criteria. The only items that can be covered for the Corks & Kegs event are the advertising and the lanyards. Councilwoman Westbrook added if the event was for two days or more it would have triggered additional money for “heads in beds”.

Mr. Hunt stated the sign for the Cotton Belt is located on a major thoroughfare and the committee believed that it would be good for advertising city events and promoting local arts.

Councilwoman Rainer asked about the spring deadline and if that would be enough time to prepare for those summer events.

Yvonne Williams with the Chamber of Commerce came forward to discuss the amount approved for distribution to the Chamber. The Chamber needs funding for events and the reason the summer events were included was to help secure big-name entertainment to draw in larger attendance. The Chamber is also used as an unofficial visitor’s center with a great deal of traffic asking about where to stay, where to eat and who is a good local realtor.

RESOLUTION 2025-108: Motion by Meredith Rainer, seconded by Greg Casey to **APPROVE RESOLUTION 2025-108**, disbursing \$1,000 in Hotel Occupancy Tax Funds to the Gatesville Chamber of Commerce, and \$20,000 in Hotel Occupancy Tax Funds to the Cotton Belt Depot Foundation and the committee will reconvene to re-consider funds for Shivaree. All four voting “Aye”, motion passed, 4-0-0. (Smith and Patterson absent)

8) Discussion and possible action regarding a resolution approving a Facilities Agreement for Sanitary Sewer Infrastructure.

Mike Fogel with Trinity Housing (Gatesville Crossing) came forward to answer any questions.

RESOLUTION 2025-110: Motion by Kalinda Westbrook, seconded by Meredith Rainer to **APPROVE RESOLUTION 2025-110** authorizing the City Manager to sign the Facilities Agreement for Sanitary Sewer Infrastructure on behalf of the City of Gatesville. All four voting “Aye”, motion passed, 4-0-0. (Smith and Patterson absent)

- 9) Discussion and possible action to consider replacing and disposing of the fleet mechanic vehicle.

RESOLUTION 2025-111: Motion by Greg Casey seconded by Jon Salter to **APPROVE RESOLUTION 2025-111**, authorizing the City Manager to execute all documents necessary to purchase a 2026 Ram 3500 with utility bed from SPUR Chrysler Dodge Jeep Ram of Gatesville for a net purchase price of \$67,774.72 after application of a \$17,000 credit for trade-in of the City’s 2017 Chevy 3500. All four voting “Aye”, motion passed, 4-0-0. (Smith and Patterson absent)

- 10) Discussion and possible action to accept an Annexation application for 209 River Road.

RESOLUTION 2025-110: Motion by Meredith Rainer, seconded by Greg Casey to **APPROVE RESOLUTION 2025-110**, accepting the application for annexation application for 209 River Road. All four voting “Aye”, motion passed, 4-0-0. (Smith and Patterson absent)

- 11) Discussion and possible action to consider an ordinance annexing approximately 3.46 acres located in the Summer Addn.; Block 1, Lot 4A.

City Council requested the property be zoned Residential Single Family once it is annexed into the City. Ms. Owens stated she would reach out to the applicant to convey the zoning.

Mayor Chumley asked how long the City must provide sewer. Ms. Owens stated the standard service agreement states 10 years.

ORDINANCE 2025-21: Motion by Greg Casey, seconded by Jon Salter to **PASS ORDINANCE 2025-21** considering annexing the property described as Summer Addn.; Block 1, Lot 4A, Coryell County, addressed as 209 River Road, on 3.46 acres to the next meeting, **first reading**. All four voting “Aye”, motion passed, 4-0-0. (Smith and Patterson absent)

- 12) City Council **adjourned at 7:19 p.m.**

Mayor, Gary Chumley

ATTEST:

City Secretary, Holly Owens



Date 10/28/2025

Agenda Item 6b

Resolution 2025-113

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council

From: Bradford Hunt, City Manager

Agenda Item: Discussion and Possible Action Regarding Interlocal Agreement between the City of Gatesville and the Central Texas Emergency Communications District.

Information:

City Manager Brad Hunt is a current member of the Central Texas Council of Governments Executive Board, as well as a board member for the newly-established Central Texas Emergency Communications District (CTECD). With the official formation of the Central Texas Emergency Communications District (CTECD), Director Jim Reed and the board are distributing a revised Public Safety Answering Point (PSAP) Interlocal Agreement for review and signature. This agreement ensures that CTECD and all regional PSAPs operate in coordination and compliance with applicable laws, policies, and operational standards. It also establishes the framework for maintaining consistent, efficient 9-1-1 service across our region.

Financial Impact: none

Staff Recommendation: Staff recommends approval of the resolution authorizing Mayor Gary Chumley to sign an Interlocal Agreement with the Central Texas Emergency Communications District.

Motion: I move to approve **Resolution 2025-113**, authorizing Mayor Gary Chumley to sign an Interlocal Agreement with the Central Texas Emergency Communications District.

Attachments:

- Interlocal Agreement

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 10/28/2025

Agenda Item 6b

Resolution 2025-113

APPROVED

Gary Chumley, Mayor

ATTEST:

Holly Owens, City Secretary

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

- 1.1 The Central Texas Emergency Communications District (CTECD) is a regional emergency communications district serving local governments in State Planning Region 23 and with boundaries coterminous with the Central Texas Council of Governments as created under Chapter 391 of the Local Government Code.
- 1.2 City of Gatesville is a local government that operates a Public Safety Answering Point (PSAP) that participates in implementing the CTECD Strategic Plan as approved by the CTECD Board of Managers.
- 1.3 CTECD, as authorized by Texas Health & Safety Code Chapter 772 subchapter H, is the oversight and funding authority for implementing 9-1-1 service in the CTCOG region.
- 1.4 The policies of the CTECD Board of Managers require CTECD to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service; the use of wireline and wireless 9-1-1 fees collected on behalf of CTECD. and equalization surcharge granted to CTECD (9-1-1 Funds); and adherence to Applicable Law.
- 1.5 To properly route 9-1-1 calls to relevant PSAPs, City of Gatesville and CTECD will cooperate together in performing address database maintenance activities and meeting national data standards.
- 1.6 In supplying and operating the PSAP, CTECD, and City of Gatesville will cooperate with each other to provide reliable 9-1-1 service within the PSAP boundary, and in connection with other PSAPs in the Region and State.
- 1.7 CTECD recognizes Gatesville Police Department as a Primary PSAP which directly receive all 9-1-1 calls originating within the territorial boundaries of City of Gatesville and/or for Emergency Services Numbers (ESNs) designated and approved by CTECD. Notwithstanding this designation, CTECD remains the 9-1-1 service customer, or equivalent, and is not authorizing City of Gatesville or its PSAP to act as an agent or representative of CTECD.

Article 2: Applicable Law

- 2.1 Applicable Laws include, but are not limited to:
 - 2.1.1 Texas Health and Safety Code Chapter 772, Local Administration of 9-1-1;
 - 2.1.2 Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Texas Grant Management Standards [TxGMS]) and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code;
 - 2.1.3 Texas Government Code Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act);
 - 2.1.4 Texas Government Code Chapter 2260 (Resolution of Certain Contract Claims Against the State);
 - 2.1.5 Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391);
 - 2.1.6 Texas Transportation Code Title 6, Subtitle C, Chapter 251, Section 251.013.
- 2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against City of Gatesville 30 days following the date of its adoption unless CTECD finds and declares that an emergency exists which requires that any such policy or procedure be enforceable immediately.
- 2.3 CTECD shall provide City of Gatesville written notice of all new or amended policies, procedures, or interpretations of Board rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against City of Gatesville.

Article 3: Performance

- 3.1 City of Gatesville agrees to:
 - 3.1.1 Operate and maintain the Gatesville Police Department, a PSAP located at 110 N 8th Street, Gatesville TX, 76528.
 - 3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week, including all weekends and holidays;
 - 3.1.3 Cooperate with CTECD in providing and maintaining suitable PSAP space meeting all technical requirements;
 - 3.1.4 Cooperate with neighboring jurisdictions in routing 9-1-1 calls; and
 - 3.1.5 Perform the duties listed in the attached Scope of Work (Attachment B).
- 3.2 CTECD agrees to cooperate with City of Gatesville in providing reliable 9-1-1 service.

Article 4: Performance Monitoring

- 4.1 CTECD reserves the right to perform on-site monitoring of the PSAP for compliance with Applicable Law and performance of this Agreement and its Scope of Work (Attachment B).
- 4.2 CTECD will perform PSAP monitoring at least once per year.
- 4.3 City of Gatesville agrees to fully cooperate with all monitoring requests from CTECD for such purposes.

Article 5: Procurement

- 5.1 CTECD and City of Gatesville agree to use competitive procurement practices and procedures required by Applicable Law in connection with any procurement to be funded with 9-1-1 Funds.
- 5.2 CTECD shall purchase supplies and equipment necessary for the performance of this Agreement.
- 5.3 City of Gatesville and CTECD shall comply with the requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 6: Financial

- 6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by service fees collected and transmitted by wireline, wireless, and prepaid telecommunications service providers.
- 6.2 CTECD will use 9-1-1 Funds to pay directly for those services that it procures on behalf of City of Gatesville and/or its PSAP.
- 6.3 With prior approval, CTECD will provide 9-1-1 Funds to City of Gatesville on a cost reimbursement basis, provided that the reimbursement requests from City of Gatesville or its PSAP are complete, accurate, and appropriate in the performance of this Agreement.
- 6.4 CTECD may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.
- 6.5 City of Gatesville shall reimburse CTECD, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.
- 6.6 Such reimbursement of 9-1-1 Funds to CTECD, as applicable, shall be made by City of Gatesville within 60 days after demand by CTECD, unless an alternative repayment plan is approved by CTECD.

Article 7: Records

- 7.1 City of Gatesville will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to City of Gatesville for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in CTECD's current Strategic Plan.
- 7.2 CTECD or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by City of Gatesville, the PSAP, CTECD, or any other entity that has performed or will perform services related to this Agreement.
- 7.3 As required by Applicable Law, records shall be retained for a minimum of seven complete years.

Article 8: Ownership, Transference, & Disposition of Equipment

- 8.1 CTECD and City of Gatesville shall comply with Applicable Law regarding the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 Equipment).
- 8.2 CTECD hereby establishes ownership of all 9-1-1 Equipment located within City of Gatesville's jurisdiction (Attachment A).
- 8.3 CTECD may maintain ownership of 9-1-1 Equipment, or it may agree to transfer ownership to City of Gatesville or PSAP according to established policy.
- 8.4 City of Gatesville shall ensure that sufficient controls and security exist by which to protect and safeguard 9-1-1 Equipment against loss, damage, or theft.
- 8.5 Ownership and/or transfer documents shall be prepared by CTECD and signed by both parties upon establishing ownership or transfer of any such 9-1-1 Equipment in accordance with TxGMS and the State Comptroller of Public Accounts (Attachments A and B).
- 8.6 While CTECD maintains ownership of such equipment, replacement insurance on the 9-1-1 Equipment shall be purchased and maintained by CTECD.
- 8.7 CTECD shall be reimbursed by City of Gatesville for any damage to 9-1-1 Equipment other than ordinary wear and tear.
- 8.8 City of Gatesville is responsible for obtaining approval from CTECD prior to disposition of any 9-1-1 Equipment. Capital Recovery Asset Disposal Notices shall be prepared by CTECD in accordance with TxGMS and Applicable Law.

- 8.9 CTECD shall maintain a current inventory of all 9-1-1 Equipment consistent with Applicable Law.
- 8.10 A physical inventory of 9-1-1 Equipment shall be conducted at least once per year by CTECD.
- 8.11 All 9-1-1 Equipment shall be tagged with identification labels.
- 8.12 Any lost, stolen, or damaged 9-1-1 Equipment shall be reported to CTECD within 48 hours.

Article 9: Assignment

- 9.1 City of Gatesville may not assign its rights or subcontract its duties under this Agreement. Any attempted assignment or subcontract in violation of this paragraph is void.

Article 10: Nondiscrimination and Equal Opportunity

- 10.1 CTECD and City of Gatesville shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, gender, orientation, age, disability, handicap, or national origin.

Article 11: Dispute Resolution

- 11.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 11.2 The parties desire to resolve disputes without litigation.
- 11.3 Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.
- 11.4 To this end, the parties agree not to sue one another, except to enforce compliance with this Article 11, until they have exhausted the procedures set out in this Article 11.
- 11.5 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties.
- 11.6 The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

- 11.7 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator.
- 11.8 In the event of mediation, each party shall pay one-half the total fee and expenses for conducting such mediation.
- 11.9 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.10 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 12: Suspension for Unavailability of Funds

- 12.1 In the event that:
 - 12.1.1 CTECD's approved budget does not permit or otherwise appropriate funds for reimbursement to City of Gatesville provided for in this Agreement;
 - 12.1.2 Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of CTECD;
 - 12.1.3 CTECD has exhausted all funds legally available for reimbursement to City of Gatesville, and no other legal procedure shall exist whereby payment hereunder can be made to City of Gatesville; and
 - 12.1.4 CTECD has negotiated in good faith with City of Gatesville to develop an alternative payment schedule or new agreement that will accommodate CTECD's approved budget for the applicable period, then CTECD will not be obligated to reimburse City of Gatesville for the applicable budget year(s).

Article 13: Notice to Parties

- 13.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate.
- 13.2 Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article 13 and signed on behalf of the party.

13.3 CTECD's address is:

Central Texas Emergency Communications District
2180 North Main Street
Post Office Box 729
Belton, Texas 76513-0729

City of Gatesville's address is:

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

The PSAP's address is:

Gatesville Police Department
200 N 8th St
Gatesville, TX 76528

- 13.4 A party may change its address for Notice to Parties by providing notice of the change in accordance with paragraph 13.1.

Article 14: Effective Date and Term

- 14.1 This Agreement shall become effective upon the creation of the CTECD and shall remain in effect until modified by either party, or until terminated with notice of at least 30 days by either party.
- 14.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
- 14.3 If this Agreement is terminated for any reason, CTECD shall not be liable to City of Gatesville for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 15: Force Majeure

- 15.1 CTECD may grant relief from performance of the Agreement if City of Gatesville is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of City of Gatesville.
- 15.2 The burden of proof for the need of such relief shall rest upon City of Gatesville.

- 15.3 To obtain release based on force majeure, City of Gatesville shall file a written request with CTECD.

Article 16: Confidentiality

- 16.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.
- 16.2 This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.
- 16.3 The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
- 16.4 City of Gatesville or its duly authorized representative will notify CTECD within two (2) business days upon receipt of any requests for information.

Article 17: Indemnification

- 17.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers, and employees, against any claim, suit, or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee, or agent in carrying out this Agreement.

Article 18: Miscellany

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that they are legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein.
- 18.4 Any amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.5 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.6 The following Attachments are part of this Agreement:

Attachment A	Establishment of Ownership
Attachment B	Transfer of Ownership
Attachment C	PSAP Scope of Work
Exhibit 1	Inventory – PSAP Equipment
Exhibit 2	Equipment Test Log
Exhibit 3	Quality Assurance Inspections
Exhibit 4	9-1-1 ANI/ALI Problem Report
Exhibit 5	Request for PSAP Supplies
Exhibit 6	Training Log

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

CTECD

City of Gatesville

By:_____

By:_____

Jim Reed

Gary Chumley

Executive Director

Mayor

Date:_____

Date:_____

Attachment A

Establishment of Ownership

As stipulated in Article 8 of this Agreement, unless/until ownership is transferred, the Central Texas Emergency Communications District (CTECD) and City of Gatesville hereby establish all 9-1-1 equipment located at City of Gatesville, in City of Gatesville, to be the property of CTECD.

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of CTECD. This itemized listing, **Exhibit 1: Inventory – PSAP Equipment**, will be maintained by CTECD and updated annually.

CTECD

By: _____

Jim Reed

Executive Director

Date: _____

City of Gatesville

By: _____

Gary Chumley

Mayor

Date: _____

Attachment B

Transfer of Ownership

Indicate the appropriate classification:

Transfer:

Disposition:

Lost:

Inventory Number	Current Assignee:
Property Description	Location:
Serial Number	Signature
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition of Property	

Continued.....

Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C

PSAP Scope of Work

This Scope of Work is a part of the Interlocal Agreement for the provision of emergency 9-1-1 service between the Central Texas Emergency Communications District (CTECD) and City of Gatesville. The following provisions describe the responsibilities of the local government providing PSAP services.

In providing Emergency 9-1-1 Service, City of Gatesville agrees to perform the following

duties: Security and Equipment Maintenance

1. Allow 24-hour access to the equipment for testing, repair and maintenance service by CTECD and its authorized maintenance provider, with or without prior notice.
2. Protect the 9-1-1 equipment and secure the premises of its PSAP against unauthorized entrance or use.
3. Limit access to all 9-1-1 equipment, software, and related data to authorized personnel (public safety, telephone company, CTECD) only, and provide copies of current access and security policies to CTECD.
4. Maintain 9-1-1 equipment and areas by ensuring cleanliness and proper use.
5. Take required security measures to ensure that only CTECD approved third-party software applications can be integrated into the PSAP Customer Premise Equipment or Integrated Workstations.
6. Adhere to Texas Health and Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 addressing and records management databases.
7. Notify CTECD of any change in 9-1-1 personnel, incoming or exiting, within 48 hours.
8. Monitor and test the 9-1-1 Equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and CTECD.
9. Submit trouble tickets for equipment issues and network outages by calling WSC at 888-414-2738.
10. Maintain security of the 9-1-1 system by not connecting any external device to 9-1-1 equipment, unless prior written permission is given by CTECD.
11. Prevent outages to the 9-1-1 system by ensuring that *only* 9-1-1 devices are powered by the dedicated 9-1-1 outlets.

12. Test all 9-1-1 equipment for proper operation and user familiarity at least once per month. Testing should include test calls and texts placed from wireline and wireless telephones and at a minimum verify:
 - 12.1.1. Receipt of the 9-1-1 caller's voice or text, ANI and ALI, and that the call is recorded;
 - 12.1.2. Call transfer capability;
 - 12.1.3. Proper handling of a TTY call and abandoned call;
 - 12.1.4. Administrative line(s) can receive calls and place calls; and
 - 12.1.5. Recorder and UPS are working properly.
13. Record all testing, **Exhibit 2: Equipment Test Log**, and provide copies to CTECD quarterly.
14. Limit access to all 9-1-1 equipment and related data to authorized personnel (public safety, telephone company, CTECD) only.
15. Make no modifications to 9-1-1 equipment, software or programs without prior written consent from CTECD.
16. Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of the 9-1-1 equipment.
17. Advise CTECD as soon as possible of any planned equipment moves, no later than 2 weeks following authorization to proceed. Moving of any 9-1-1 equipment must be performed by CTECD authorized technicians. Include CTECD personnel in all meetings and communications regarding potential or planned PSAP moves.

Training

18. Ensure that 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing TTY training online or PSAP hosted training with documentation.
19. Ensure that 9-1-1 telecommunicators receive text to 9-1-1 training every six months. This can be achieved by completing test text calls and should consist of answering a call with the help of a partner and asking several questions. Transferring to another agency is recommended to remain familiar with the process.
20. Ensure that 9-1-1 PSAP supervisory personnel or designee attend trainings and meetings offered by CTECD to keep the PSAP updated on current technology and events.
21. Ensure that all telecommunicators have access to the CTECD 9-1-1 Training Website and abide by Texas Commission on Law Enforcement (TCOLE) mandated rules and regulations for telecommunicators.
22. Provide proper documentation of training (**Exhibit 6: Training Log**) to CTECD for quarterly reports. Include the following information: Name of course, course description, date, location, total attendees in the course, PSAPs receiving the training.

Operations

23. Designate a PSAP supervisor and provide related contact information to CTECD. Notify CTECD of any changes immediately.
24. Coordinate with CTECD and City of Gatesville in the planning, implementation, and operation of all 9-1-1 services and equipment.
25. Fully cooperate with all monitoring requests from CTECD and/or CSEC for the purposes of assessing and evaluating performance of this agreement.
26. At least annually, assist CTECD with an inspection of all equipment and network at the PSAP for quality assurance as outlined in **Exhibit 3: Quality Assurance Inspections**.
27. Whenever possible, CTECD will give PSAP at least 24-hours notice of its intent to access the PSAP.
28. Notify CTECD of any ANI or ALI call problems by filling out an incorrect location report on Vesta, also known as an ANI/ALI ticket (Exhibit 4: 9-1-1 ANI/ALI Problem Report). These problems may include "Record Not Found" or any discrepancies identified between the ANI/ALI information listed on the screen and that provided by the caller. This form should be sent to CTECD immediately so that the database can be corrected.
29. Contact CTECD if any supplies required for the continuous operation of the 9-1-1 equipment are needed or submit via email **Exhibit 5: Request for 9-1-1 PSAP Supplies**.
30. Notify CTECD when there is any scheduled maintenance on power backup generator or UPS at least 48 hours prior to work being performed.
31. Notify CTECD immediately when emergency power maintenance is required.
32. Notify CTECD of any service provider changes and/or changes in phone numbers programmed on the 9-1-1 equipment.
33. Notify CTECD within 2 business days of any submission of public information requests related to 9-1-1 operations (as required in ILA Article 16).

Quality Assurance Inspections

CTECD personnel will conduct site visits at least **one (1)** time per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Additionally, quality assurance inspections will include the following:

- Network tests will be performed on the tandems to ensure the trunks are operational and rotating with each call;
- Make-busy circuits will be initiated to ensure the calls are being transferred to the correct alternate PSAP in the event of the need to divert 9-1-1 calls;

- Call history reviews will be made to make sure calls are coming in from all trunks;
- TTY test calls will be performed with a wireless TTY or RTT from outside the PSAP to test the PSAP with the silent function;
- TTY test calls will be performed on the stand-alone TTY in the dispatch area to ensure the TTY function on the CPE is initiating upon receiving tones;
- Text tests will be performed with a wireless phone from outside the PSAP;
- Functional inspection of the voice recorder will be performed; and
- Requested PSAP supplies will be delivered.

CTECD will complete **Exhibit 3: Quality Assurance Inspections**.

Reports

The following reports (with responsible party noted) are required for the records of Central Texas Emergency Communications District (CTECD):

- Exhibit 1: Inventory – PSAP Equipment (CTECD)**
- Exhibit 2: Equipment Test Log (PSAP)**
- Exhibit 3: Quality Assurance Inspections (CTECD)**
- Exhibit 4: 9-1-1 ANI/ALI Problem Report (PSAP)**
- Exhibit 5: Request for 9-1-1 PSAP Supplies (PSAP)**
- Exhibit 6: Training Log (PSAP)**

Hardware Type	Manufacturer	Serial#
Monitor	NEC	93329483NA
Monitor	Dell	TH0537C5TVH00456116L
Monitor	Dell	TH0537C5TVH004560PUL
Monitor	Dell	TH0537C5TVH00456117L
Monitor	Dell	TH0537C5TVH004560Q2L
Hard Drive	HP	PH1822E041
Hard Drive	HP	PH1822E00P
Router - WAN	Cisco	
ECATS - RDDM	ECATS	115535
ECATS - RDDM	ECATS	115556
IP Phone	Mitel	2EHFW202506U
Ethernet Switch	Cisco	FCW2312B6FZ
Ethernet Switch	Cisco	FOC2313T06Y
Eventide	Synology	164ONDN683500
Eventide	Eventide	745103307
Eventide	Tripp-Lite	2828BYOSM886900087
Carrier Ethernet Demarc	RAD	2314005023
Carrier Ethernet Demarc	RAD	2314005025
Firewall	Cisco	FTX2125W126
Firewall	paloalto	23201016280
Firewall	Fortinet	FGT60ETK19099L3G
Firewall	Fortinet	FGT60ETK18025949
Firewall	Fortinet	FGT60ETK20037713
Gateway - M1K Shelf	AudioCodes	D11873295
Genovation Keypad	Genovation Inc.	596312071024039
Genovation Keypad	Genovation Inc.	596312071024040
KVM	IO GEAR	A1J1-323B6-0161
Gateway - M1K Modules	AudioCodes	DT3369797
Gateway - M1K Modules	AudioCodes	DT3410433
Gateway - M1K Modules	AudioCodes	DT3410429
Gateway - M1K Modules	AudioCodes	DT3335115
Gateway - M1K Modules	AudioCodes	DT3352843
Gateway - M1K Modules	AudioCodes	DT3371486
NetClock - Master Shelf	Spectracom	24005
NetClock - Surge Protector	Spectracom	8149
NetClock - Wall Display	Sapling	28179
Server - Monitoring	Super Micro	S242344X9614199
PortServer TS4	Digi	E91260148
PortServer TS4	Digi	E91260152
PortServer TS4	Digi	E90551140
T1 Aggregator	RAD	1929001107
T1 Aggregator	RAD	1929001108
NAS	Netgear	4XL494E00019D

Router	Cisco	FJC2213L0HW
Router	Cisco	FLM24281099
RS-232 Data Sharer	Black Box	19204228604
RS-232 Data Sharer	Black Box	WSC-14179
SAM	Motorola Solutions	34663E
SAM	Motorola Solutions	34668E
SAM Ext Speaker Kit	Motorola Solutions	7237210003
SAM Ext Speaker Kit	Motorola Solutions	7237257013
SAM Jack Box	Motorola Solutions	WSC-15542
SAM Jack Box	Motorola Solutions	WSC-15545
SAM Jack Box	Motorola Solutions	WSC-24568
SAM Jack Box	Motorola Solutions	WSC-24569
Server - HYS	HP	2M292801C7
Transceiver	RAD	OP22070600508
Transceiver	RAD	OP22070600510
Transceiver	RAD	OP23101202471
Router - Text	Cisco	FJC2218L0J9
UPS - 9PXM	Eaton Powerware	BF08P21516
UPS - Internal Battery Pack	Eaton Powerware	BS354Y1064
UPS - Internal Battery Pack	Eaton Powerware	BS354Y1059
UPS - Internal Battery Pack	Eaton Powerware	BS354Y1054
UPS - Internal Battery Pack	Eaton Powerware	BS354Y1075
UPS - Internal Battery Pack	Eaton Powerware	BS354Y1051
UPS - Internal Battery Pack	Eaton Powerware	BS354Y1069
UPS - Environmental Monitoring Probe-gen 2	Eaton Powerware	PB13P02ET0
UPS - Network-MS Card	Eaton Powerware	P312N32174
UPS - Split Phase Power Module	Eaton Powerware	R286N52039
UPS - Split Phase Power Module	Eaton Powerware	R286P04255
UPS - Automatic Transfer Switch	Eaton Powerware	WSC-5924
Workstation - MGT PC	HP	MXL9254FHT
Workstation - PC	HP	MXL4323SRL
Workstation - PC	HP	MXL4323SNG
KVM	Black Box	2504B0239331
KVM	Black Box	2504B0239337

EQUIPMENT TEST LOG

PSAP: _____

Reporting Month(s): _____

Date	Time	Calltaker	Test Type	Comments & Results
5/25/2525	0:00	Han Solo (or n/a)	MBC/TTY/Text	Stopped receiving calls; flipped MBC and called WSC/CTCOG; service restored after 3 hours

Revised 3/2020

Send copy to CTCOG monthly

Exhibit 3

PSAP Quality Assurance Inspections		Central Texas Council of Governments		
County Name: _____		Date: _____		
PSAP Name: _____		Telephone Number: _____		
PSAP Contact Person: _____		RPC 9-1-1 PSAP Coordinator: Alissa Spruill		
Previous Findings:				
CPE - Front Room & Back Room				
CPE: Owned		CPE Vendor: Vesta 7.7		
CPE Maintenance: WSC 1-888-414-2738				
Category	Standard	Compliant	Findings	Comments
ANI/ALI display	PPS 031 A.1.a/b All information displays			
Wireless Phase I & II E9-1-1 level of service	PPS 031 A.1.c			
TTY test call log	PPS 031 A.1.d			
Stand alone TTY accessible	PPS 031 A.1.e			
Required TTY training offered	PPS 031 A.1.f			
Back-up Power/UPS	PPS 031 A.1.g			
Redundant 9-1-1 call taking equipment functioning	PPS 031 A.1.h # of positions			
Redundant network connections functioning	PPS 031 A.1.i			
Published PSAP 10-digit emergency telephone number	PPS 031 A.1.j			
Contingency Plan To: Name of PSAP/County	PPS 031 A.1.k			To:
Make busy overflow				To:
Network Testing	PPS 031 A.1.l			
No unauthorized third-party software/integration	PPS 031 A.1.m			
Secure from general public; accessible to PSAP staff	PPS 031 A.1.m			
Language Line & Poison Control speed dial/direct dial transfer/accessibility and displayed	PPS 031 A.1.n/o Speed dials in place & numbers accessible in another location			
Cleanliness / Lighting / Ventilation	Healthy environment			
Inventory tags	Barcodes on equipment			

Category	Standard	Compliant	Findings	Comments
Map display, if applicable				
Equipment repair/trouble contact information	Is WSC contact number displayed?			
RPC Contact information	accessible			
9-1-1 ANI/ALI Discrepancy Reports	Submitting ALI tickets			
Text to 9-1-1 functional				
Equipment Test Log	ILA			Received:
Training Log	ILA			Received:
Printer functioning - adequate paper & ribbon, if applicable				

Recorders

Recorders - each 9-1-1 line being recorded	PPS 031 A.2.a/b			
Adequate supply of storage media				
Any issues this quarter? Open or closed				

Generators

Generator life (hours)	Hours:			
Generator Maintenance	Who is responsible?			
Generator Specs	Serial:	Model Name:	Model Number:	

Notes

Category	Standard	Compliant	Findings	Comments

Exhibit 4

Incorrect Location Information Report

(XXX) 511-XXXX 20.01 07/01/2019
POS
WIRELESS CALL (TANDEM)
511-XXXX COS
CITY STATE
SUBSCRIBER PHONE NUMBER ESN=XXX
MSAG-
MOBILE VENDOR
ALT# XXX XXX XXXX TELCO=XXXX
X= CNF=
Y= UNC=
ELV-
VERIFY LOCATION
VERIFY LOCATION
VERIFY LOCATION

Problem

- ☐ Insufficient/Incorrect Location Information
- ☐ Correct Location Information, no map display
- ☐ Correct Location Information, incorrect map display

Other

Calling Number incorrect. Change to

Location Information misrouted, route to

ESN incorrect. Change to

Address incorrect. Change to

EMS Agency. Change to

Fire Agency. Change to

Police Agency. Change to

Remarks

Exhibit 5



CENTRAL TEXAS COUNCIL OF GOV'TS.

PSAP REIMBURSEMENT REQUEST

AGENCY:

DATE:

SUBMITTER:

Please attach all corresponding invoices, receipts, and training certificates and email to:
911@ctcog.org

ELIGIBLE EXPENSES FOR 9-1-1 PSAP TRAINING FUNDS	TOTAL
TRAINING SUPPLIES	
REGISTRATION FEE / CLASS FEE	
PSAP SUPPLIES	
TC RECOGNITIONS	
OTHER	
OTHER	
OTHER	
OTHER	

FOR CTCOG USE ONLY

TOTAL FOR THIS REIMBURSEMENT REQUEST: \$ _____

ACCOUNT #:

VENDOR #:

MAIL TO:

TRAINING LOG

PSAP: _____ Reporting Month: _____

Date	Course	Description of Course	# in attendance	Other PSAP Visitors	Location Held

Revised 4/18

Make copies available to CTCOG



Date 10/28/2025

Agenda Item 6c

Resolution 2025-114

CITY COUNCIL MEMORANDUM FOR RESOLUTION

To: Mayor & Council

From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action regarding a request for temporary street closures on December 13, 2025, for the Christmas Parade.

Information:

This is the annual Christmas Parade which will begin at Hornet's Way to S. Lovers and heading west on Highway 84 to Lutterloh and turning left.

The parade check in is 7AM so that all entries can get in line and ready. The parade will begin at 10AM.

TxDOT has given approval for Highway 84 to be re-routed during the parade with the understanding that Gatesville Police Department will handle all traffic control and detours. Public Works will set up the appropriate signage and closures for the parade.

Financial Impact:

All costs will be for personnel in the Police Department and Public Works.

Staff Recommendation:

Staff recommends approval for the temporary street closures on December 13th for the annual Christmas Parade.

Motion:

Motion to approve the temporary street closures on December 13th for the Annual Christmas Parade.

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

Date 10/28/2025

Agenda Item 6c

Resolution 2025-114

Gary Chumley, Mayor

ATTEST:

Holly Owens, City Secretary