

City Council Meeting

February 14, 2023

At

Gatesville Council Chamber

110 N. 8th Street

5:30 P.M.



**INDEX
REGULAR CITY COUNCIL MEETING
FEBRUARY 14, 2023**

5:30 P.M.

PAGE 1 --- AGENDA – 2-14-2023

HEAR VISITORS/CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BUSINESS BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL FOR A MAXIMUM OF THREE (3) MINUTES. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS MEETING

PAGE 2-9 -- DISCUSSION AND POSSIBLE ACTION REGARDING THE CONSENT AGENDA: (ALL CONSENT AGENDA ITEMS ARE CONSIDERED ROUTINE BY CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCILMEMBER REQUESTS AN ITEM BE REMOVED AND CONSIDERED SEPARATELY)

**RESOLUTION 2023-10: MINUTES FROM THE REGULAR CITY COUNCIL MEETING
JANUARY 24, 2023**

**RESOLUTION 2023-11: MINUTES FROM THE SPECIAL CITY COUNCIL MEETING
JANUARY 31, 2023**

NO MEMO--RECESS REGULAR MEETING AND CALL AN EXECUTIVE SESSION –

THIS CLOSED SESSION IS IN ACCORDANCE WITH LOCAL GOVERNMENT CODE SECTION 551.071- CONSULTATION WITH ATTORNEY- REGARDING CONFIDENTIAL MATTERS IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CONFLICTS WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE

END EXECUTIVE MEETING AND RECONVENE REGULAR MEETING-----

PAGE 10-16 - DISCUSSION AND POSSIBLE ACTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RECLAIMED WATER CONTRACT ON BEHALF OF THE CITY OF GATESVILLE

PAGE 17-18-- CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING ENFORCEMENT OF REPAIR ORDER NUMBER 2022- 01 ISSUED ON JANUARY 11, 2022 AND RENOVATION COMPLETION REPORT AND POTENTIAL PENALTY REGARDING 308 FENNIMORE STREET, GATESVILLE, TEXAS

PAGE 19-22- CITY COUNCIL MEMORANDUM - DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS ABANDONING AND VACATING AN APPROXIMATE 1.73 ACRE PORTION OF 26TH STREET AND BIGHAM DRIVE RIGHT-OF-WAY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DEEDS TO CONVEY SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS (3RD & FINAL READING OF ORDINANCE 2023-02)

PAGE 23-29 -- CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A MEMORANDUM OF UNDERSTANDING BETWEEN THE GATESVILLE POLICE DEPARTMENT AND THE GATESVILLE INDEPENDENT SCHOOL DISTRICT POLICE DEPT

**NO MEMO - BRIEFING/PRESENTATION OF ANNUAL GATESVILLE POLICE
DEPARTMENT REPORT - LIEUTENANT CODY LEE**

**PAGE 30-32 -- CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION
REGARDING THE BID FOR THE GATESVILLE REGIONAL WATER
SUPPLY CLARIFIER #2 REHABILITATION PROJECT**

**NO MEMO- DISCUSSION AND POSSIBLE ACTION TO CALL A SPECIAL MEETING
FEBRUARY 21, 2023 REGARDING CITY MANAGER POSITION FINALISTS**

**PAGE 33- 35 -- CITY MANAGERS REPORT: CAPITAL PROJECTS, FUTURE AGENDA
TOPICS**

NOTICE

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

**AGENDA
REGULAR CITY COUNCIL MEETING
FEBRUARY 14, 2023 AT 5:30 P.M.
GATESVILLE CITY COUNCIL CHAMBERS 110 NORTH 8TH STREET, GATESVILLE, TEXAS 76528**

1. Call Regular Meeting to Order-----
2. Hear Visitors/Citizens Forum: At this time, any person with business before the Council not scheduled on the agenda may speak to the Council for a maximum of three (3) minutes. No formal action can be taken on these items at this meeting.
3. Discussion and possible action regarding the Consent Agenda (all consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

Resolution 2023-10: Minutes from Regular City Council Meeting January 24, 2023

Resolution 2023-11: Minutes from Special City Council Meeting January 31, 2023

4. Recess Regular Meeting and call an Executive Session -----

This closed session is in accordance with Local Government Code Section 551.071- Consultation with Attorney- Regarding confidential matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code

5. End Executive Meeting and reconvene Regular Meeting
6. Discussion and possible action authorizing the City Manager to execute a Reclaimed Water Contract on behalf of the City of Gatesville
7. Discussion and possible action regarding enforcement of Repair Order Number 2022-01 issued on January 11, 2022 and renovation completion report and potential penalty regarding 308 Fennimore Street, Gatesville, Texas
8. Discussion and possible action regarding an Ordinance of the City of Gatesville, Texas abandoning and vacating an approximate 1.73 acre portion of 26th Street and Bigham Drive Right-of-Way; and authorizing the City Manager to execute deeds to convey said Right-of-Way to adjacent property owners (3rd & final reading of Ordinance 2023-02)
9. Discussion and possible action regarding a Memorandum of Understanding between the Gatesville Police Department and the Gatesville Independent School District Police Dept
10. Briefing/presentation of annual Gatesville Police Department Report - Lieutenant Cody Lee
11. Discussion and possible action regarding the bid for the Gatesville Regional Water Supply Clarifier #2 Rehabilitation Project
12. Discussion and possible action to call a Special Meeting February 21, 2023 regarding City Manager position finalists
13. City Managers Report: Capital Projects, Future Agenda Topics
14. Adjourn Meeting

I hereby attest that the above agenda was posted on this the 10th day of February, 2023 by 5:00 p.m. on the official City of Gatesville website, www.gatesvilletx.com and the official bulletin boards at the Gatesville City Hall, 110 N. 8th Street, Gatesville, Texas


Wendy Cole, City Secretary

The City of Gatesville Council Chambers are wheelchair accessible and accessible parking spaces are available at the back entrance of City Hall. Requests for accommodations or interpretive services must be made 24 hours prior to this meeting. Please contact the City Secretary's office at 254-865-8951 or FAX 254-865-8320, or email wcole@gatesvilletx.com for further information.

REGULAR CITY COUNCIL MEETING
JANUARY 24, 2023 AT 5:30 P.M.
COUNCIL CHAMBER, 110 NORTH 8TH STREET
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER REGULAR CITY COUNCIL MEETING AT 5:31 P.M. THIS 24TH DAY OF JANUARY, 2023

PRESENT: Mayor Gary Chumley, Councilmembers Barbara Burrow, Meredith Rainer, Billy Sinyard, John Westbrook, Claude Williams, and Greg Casey

OTHERS PRESENT: City Manager William H. Parry III, City Secretary Wendy Cole, Mike Halsema, Rene Ochoa, Lewis Black, Sherrie Black, Avery Robertson, Otto Wiederhold, Chris Ryan, Curtis Beitel, Lauren Morrell, Dennis Berry, David Fincher, and Jeff Osborne

2) HEAR VISITORS/CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BUSINESS BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL FOR A MAXIMUM OF THREE (3) MINUTES. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS MEETING

Lauren Morrell of 302 Winter Road spoke to the Council in regards to a "Pump Track" that the Council might consider to be incorporated into the proposed park out by the Fitness Center. A Pump Track is utilized by wheeled sports equipment and can be intermingled with all ages and equipment from small bikes to even wheelchairs. Pump Tracks are rare but very popular and have shown to bring many economic benefits to a city. Ms. Morrell provided a photo of a 9,000 square foot track that her family had visited and stated that the closest Pump Track to Gatesville is in San Antonio. Ms. Morrell said that she has more information that she could provide to the Council if a decision was made to go in this direction.

3) DISCUSSION AND POSSIBLE ACTION REGARDING MINUTES FROM REGULAR CITY COUNCIL MEETING ON JANUARY 10, 2023

RESOLUTION 2023-04: Motion by Barbara Burrow, seconded by Billy Sinyard, to approve the minutes from the Regular City Council meeting on January 10, 2023; all six voting "Aye", motion passed.

4) RECESS REGULAR MEETING AND CALL A PUBLIC MEETING AT 5:36 P.M.-----

PUBLIC MEETING

Hear Comments Regarding the Drainage Study Master Plan for The City of Gatesville

City Manager Parry said that the City of Gatesville has had severe flooding issues for many years due to lack of a drainage criteria plan and also new construction occurring which allowed the drainage problem to become worse. The Texas Water Development Board opened up a funding opportunity under their Flood Infrastructure Fund two (2) years ago to assist cities with a Master Drainage Plan and the City of Gatesville was able to apply for and be approved for funding. This study will inform City Council's decision-making process for construction of sustainable drainage infrastructure, enhance community safety, and provide protection of personal and public property from flooding in the future due to heavy rainfall events. As part of the \$250,000 grant funding two (2) public meetings are required. The first public meeting was held in June of 2022 which essentially introduced the Drainage Master Plan and addressed problem areas of the community. This public meeting will complete the full requirements of

the grant and highlight the results and findings of the drainage study.

Curtis Beitel of Walker Partners Engineers presented a Power Point program of the drainage study findings which addressed specific areas of Gatesville. This study will set up the framework in the Council's decision making process to be able to effectively address the various flooding issues that Gatesville has experienced over the years. Highlighted in the discussion was the historic Leon River flooding and how it passes through town and the severe bank erosion at Faunt Le Roy Park.

To help prevent future drainage problems, the City adopted a Drainage Criteria Manual in 2018 which was a great first step. Phase 1 of this study calculated the capacity of the streams and identified flood risk. Capital Improvement Projects for the City will be prioritized to mitigate flooding of homes or roadways. Phase 2 will evaluate localized flooding along with flooding in culverts and ditches.

Public Meeting #1 presented the purpose of the meeting and included collected information on flooding experiences in Gatesville- which were then marked on City and County maps.

Mr. Beitel discussed the tasks in the survey:

- Task 1- Topographic Survey which studies terrain, contour lines, and natural features.
- Task 2- Hydrology which determines rainfall run-off and how much will soak into the ground.
- Task 3- Hydraulics which is a study of the way fluids move and how deep does it get. Hydraulics of the Leon River, Stillhouse Branch and tributaries, Dodd Branch and Stream CG-2 and tributary (located in the southeast part of town) were highlighted.
- Task 4- Proposed Improvements which would be potential flood mitigation projects in the 16 locations identified. These projects could include Regional Detention, Channel Improvement, Culvert/Bridge Improvements, Property Acquisition/Buyouts, and Protect Critical Infrastructure.

City Manager Parry pointed out that a City must have a Drainage Master Plan before asking for flood mitigation grant funding. The Master Plan must have a list of identified projects included in the Plan to support the funding request and the City's Master Plan.

The 16 Problem Areas Identified:

- 01 Kaylyn Siebert Trailers on US 84
- 02 Dodd Branch at FM 2412
- 03 Dodd Branch at Moccasin Bend Road
- 04 Leon River at East Leon Street
- 05 Leon River at Faunt Le Roy Park
- 06 Leon River at Leon Wastewater Treatment Plant
- 07 Raby Park
- 08 Shady Lane Channel
- 09 Golf Course Road and Lovers Lane
- 10 Stream CG-2 at Straws Mill Road
- 11 Stream CG-2 at South Highway 36 and Arrowood Lane (County already has a project here)
- 12 Stream CG-2 at US 84 (located by the Grace Bible Church)
- 13 Stream CG-3 at Mears Drive and 28th Street
- 14 Stream CG-4 at FM 929
- 15 Leon River at Stillhouse Wastewater Treatment Plant
- 16 Stillhouse Branch at Sun Valley Neighborhood

Capital Improvement Project solutions regarding several of the flood prone areas were discussed:

- Leon River at East Leon Street- Levee system or property acquisitions & remove structures (by grants)
- Leon Wastewater Treatment Plant- Construct a parapet wall to add 2 ft to the ring embankment (grant)
- Straws Mill Road Low Water Crossing- Raise roadway by 5 feet and enlarge culverts (by grant)
- Arrowood Lane by SH 36- Replace the bridge crossing & add 2 8'x8' culverts (coordinate with the County who is working on a grant for this location)
- FM 929 Crossing- Replace and add culverts, widen downstream channel (coordinate with TxDOT)
- Sun Valley Neighborhood- Construct an earthen levee (grant)

The total proposed mitigation cost for the recommended solutions list estimated at \$6,723,757.

Walker Partners will be finalizing the draft report and submitting to the Texas Water Development Board in the next week. Texas Water Development Board will then have 45 days to review and submit comments- with the Master Plan projected to finalize in April. The report will be posted on the City website once finalized. This Master Plan will also assist developers when a project is proposed as they will be able to see what impacts their proposed project will have with the updated drainage plan.

5) END PUBLIC MEETING AND RECONVENE REGULAR MEETING AT 6:21 P.M.-----

6) DISCUSSION AND POSSIBLE ACTION REGARDING ENFORCEMENT OF REPAIR ORDER NUMBER 2022-01 ISSUED ON JANUARY 11, 2022 AND RENOVATION COMPLETION REPORT AND POTENTIAL PENALTY REGARDING 308 FENNIMORE STREET, GATESVILLE, TEXAS

City Manager Parry referred to the progress report email that Mr. Berry sent on January 19, 2023 regarding the renovation at 308 Fennimore. Mr. Berry was present at the meeting to answer any questions. Mr. Parry reported the latest update that he received from the City of Gatesville Building Inspector, Robert Featherston: the electrical is done and the power is on, waiting to install electrical outlets until the insulation & sheetrock are up (which was being worked on today). Plumbing fixtures will be installed after the sheetrock is completed.

Today is the day the renovations should have been complete with tomorrow being the day citations could be issued. Based upon what is known right now the job should be completed in five (5) days according to the Building Inspector. There are two (2) wall heaters in the house but no HVAC system. The wall heaters will have to be approved by the Building Inspector also.

Mayor Chumley said that Mr. Berry has shown good faith in finishing the job by today and if is just five (5) days out for completion that Council could consider an extension to the next City Council meeting February 14, 2023. Mayor Chumley asked for a motion. Councilmember Rainer made a motion to give Mr. Berry until the next Council Meeting on February 14, 2023 to revisit the progress on 308 Fennimore. Councilmember Westbrook seconded it. Mayor Chumley asked for further discussion. Following the discussion an amended motion was made:

RESOLUTION 2023-05: Motion by Barbara Burrow, seconded by Meredith Rainer that Mr. Berry attend the February 14, 2023 Council meeting and show that all renovations have been completed at 308 Fennimore, Gatesville, Texas, and are in full compliance with inspections and approved by the City Building Inspector; all six voting "Aye", motion passed.

7) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS ABANDONING AND VACATING AN APPROXIMATE 1.73 ACRE PORTION OF 26TH STREET AND BIGHAM DRIVE RIGHT-OF-WAY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DEEDS TO CONVEY SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS (1ST READING OF ORDINANCE 2023-02)

City Manager Parry and Planning Director, Rene Ochoa discussed the purpose of this Ordinance to abandon and vacate a portion of undeveloped Right-Of-Way and convey the land to adjacent property owners. Adjacent property owners approached the City and requested the ROW be abandoned as it was never developed by the original developer in 1964. Since then, the undeveloped ROW became a public nuisance, often attracting delinquent activity. This Right-Of-Way abandonment initiative was reviewed and recommended for approval in August of 2019 by the Planning and Zoning Commission on the condition that a plat be created which would amend the existing lots adjacent to the ROW as opposed to creating a series of un-platted parcels. A plat (Bigham Street Replat) has been agreed to, signed-off on, and paid for by adjacent property owners in order to amend the existing lots to incorporate the land to be abandoned by the ROW abandonment. No landowners will be landlocked.

The Planning and Zoning Commission reviewed the Bigham Street Replat and unanimously voted in favor of its approval at their regularly scheduled meeting on January 9, 2023.

The property formerly hosting the platted undeveloped ROW is being aggregated to the adjacent lots based on existing lot frontage. All lots being amended are adjacent to separate lots with access to Lowrey Drive, under same ownership. Only one property owner expressed an interest in developing Lot 5A for future residential use and was granted an exclusive access easement for Lot 5A. The plat has been agreed to and signed by all ten owners.

To the best of city staff's knowledge there are no city utilities located in this location; but there is a warning/storm siren that sits in a right-of-way so an easement will need to be given to the City.

Following discussion, Mr. Ochoa said that staff recommends the City Council approve the first reading of Ordinance 2023-02 abandoning and vacating an approximate 1.73-acre portion of 26th Street and Bigham Drive Right-of-Way and authorize the City Manager to execute quitclaim deeds to the abutting property owners.

ORDINANCE 2023-02-01: Motion by Barbara Burrow, seconded by Claude Williams to approve the first reading of Ordinance 2023-02 abandoning and vacating a portion of 26th Street And Bigham Drive Right-Of-Way, situated In the E Norton Survey, Coryell County, Texas, originally dedicated by the Barton Addition Part Three Plat, being more particularly described by plat attached hereto and incorporated for all purposes as Exhibit "A"; authorizing the City Manager to execute a deed to convey said Right-Of-Way to adjacent owners; and providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting; all six voting "Aye", motion passed.

8) DISCUSSION AND POSSIBLE ACTION REGARDING A REPLAT OF BIGHAM STREET, LOT 1A OF THE AMENDED PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 OF BLOCK 2, BARTON ADDITION, PART THREE AS RECORDED IN SLIDE NO. 975 OF THE CORYELL COUNTY PLAT RECORDS, AND ALL OF LOTS 9, 10, 11, 12, 13, AND 14, BLOCK 2, AND ALL OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, BLOCK 1, ALL OF BLOCK 3 AND BLOCK 4, ALL OF BIGHAM STREET, AND PART OF 26TH STREET, AS RECORDED IN PLAT CAB. A, SLIDE 65 OF THE PLAT RECORDS OF CORYELL COUNTY, TEXAS

Planning Director, Rene Ochoa, discussed the Bigham Street replat and noted that approval of this agenda item would be conditional based upon the final reading of the Ordinance (previous agenda item) regarding the abandonment of Bigham Street.

The purpose of this plat proposal is to amend the existing platted lots along an undeveloped Right-Of-Way (Bigham Street) as part of a Right-Of-Way abandonment started in August of 2019 by the Planning and Zoning Commission. This subdivision proposal takes place fully within City Limits and fully complies with the provisions of the City's Zoning Ordinance. The entirety of the development is zoned R/SF RESIDENTIAL SINGLE FAMILY with lot sizes all meeting minimum standards per Zoning Codes. No new improvements (public or private) are being proposed as part of this subdivision and this request conforms to all other provisions of the subdivision ordinance. This Replat classifies as an amended plat, as no new lots are being created and all lots being amended have already been platted. The property formerly hosting the ROW is being aggregated to the adjacent lots based on existing lot frontage. Majority of owners expressed interest in keeping their amended lots vacant and are adjacent to separate lots with access to Lowrey Drive, under same ownership. Only one owner has expressed an interest in developing Lot 5A for future residential use and was granted an exclusive access easement for Lot 5A. The plat has been agreed to and signed by all ten owners. The Planning and Zoning Commission unanimously voted in favor of approval at their regular meeting on January 9, 2023.

RESOLUTION 2023-06: Motion by John Westbrook; seconded by Greg Casey; to conditionally approve a replat of Bigham Street, Lot 1A of the amended Plat of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 2, Barton Addition, Part Three as recorded in slide No. 975 of the Coryell County Plat Records, and all

of Lots 9, 10, 11, 12, 13, and 14, Block 2, and all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, Block 1, all of Block 3 and Block 4, all of Bigham Street, and part of 26th Street, as recorded in Plat CAB. A, Slide 65 of the Plat Records of Coryell County, Texas to be met upon final approval of Ordinance 2023-02 abandoning the portions of Right-of-Way described on the Bigham Street replat; all six voting "Aye," motion passed.

9) DISCUSSION AND POSSIBLE ACTION REGARDING AWARD OF THE ENGINEERING SERVICES CONTRACT FOR A 2023-24 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION AND SUBSEQUENT ENGINEERING CONTRACT, IF FUNDED

City Manager Parry said that the City of Gatesville intends to apply for a 2023-24 Community Development Block Grant (CDBG) – Community Development Fund grant with a recommended project of replacing the earthen lagoons at the Water Treatment Plant. The City Council approved the selection of Langford Community Management Services as the Administrative/Management services provider for this grant on December 13, 2022.

Engineering firms are procured through a Request for Qualifications process (since Engineering firms are considered "professional services".) The City advertised for Statements of Qualification (SOQ) on December 28, 2022 in the *Gatesville Messenger*, and the Grant Administrative Firm sent the electronic RFQ to five engineering firms the same day. Proposals were due by 3:00 p.m. on Monday, January 9, 2023. Two SOQ were received by the deadline from MRB Group and KPA Engineering and were independently evaluated by Councilmember Westbrook, the Water Production Supervisor, and Director of Planning/Community Development using TxCDBG criteria and evaluation forms. The Engineering firm selected will have two primary tasks. The first is to develop the required "Table 2: Budget Justification of Retail Costs" that is submitted with the application. If the grant is awarded, the Engineering Firm then prepares the design documents, bid documents/advertise for bids, bid opening and recommendation of subcontractors, and manage construction. The final scoring results are as follows:

ENGINEERING SERVICES:	Total Score (of 300 possible points)
KPA Engineering	273
MRB Group	288

RESOLUTION 2023-07: Motion by Meredith Rainer, seconded by Billy Sinyard to award the Engineering Services contract for the 2023-24 Community Development Block Grant – Community Development Fund, if funded, to MRB Group; all six voting "Aye", motion passed.

10) CITY MANAGERS REPORT:

Other Activities: All the edits have been finalized for *The Spur* magazine and is scheduled to be mailed out on or about February 8th.

Dates of Note: Waste Management has begun delivery of trash (green lids) and recycle carts (yellow lids) to residents. A tri-fold flyer is closed in the lid which describes the whole process including a 2023 Waste, Recycling, and Bulk Collection Map. The At-Your-Door program details are also explained. February 1 – "At Your Door" Household Hazardous Waste service begins; first trash pickup in carts begins week of 6 February. 1st Recycle pickup begins week of February 13th..

City Staff has started a list of residents that are requesting additional carts and a list where carts have been left at houses that are long-time vacant houses that will need to be picked up by Waste Management.

FUTURE COUNCIL MEETING AGENDA TOPICS: February 14th: Meet with City Attorney regarding Wholesale Water Contracts and Gatesville Police Department & Gatesville Independent School District Memorandum of Understanding.

11) DISCUSSION AND POSSIBLE ACTION TO CALL A SPECIAL CITY COUNCIL MEETING ON JANUARY 31, 2023 REGARDING CITY MANAGER APPLICANTS AND POSSIBLE 2ND READING OF ORDINANCE 2023-02

City Manager Parry said that as of today there have been 31 applicants for the City Manager position with 18 from Texas, 2 from Florida, 2 from Oregon, 1 each from Idaho, Missouri, Nevada, New Mexico, North Carolina, Utah, Virginia, and Canada.

Director of Finance & Human Resources, Mike Halsema, discussed a proposed timeline for the process to select a new City Manager. The first step would be to call a Special Meeting on January 31st to convene into Executive Session to review the applicants cover letters and resumes and then select up to twelve (12) semi-finalists to advance to the written and video questionnaire portion of the process. Semi-finalists will have a week to respond to these questions and then SGR will create a packet which will include the semi-finalists cover letter, resume, written responses; and a secure link to the videos for Council's viewing. Mr. Halsema reminded the Council that all of this applicant information is confidential at this point in the process. Only when finalists are announced is when it becomes public. Finalists are anticipated to be chosen on February 28, 2023. Interim for the City Manager after the 28th of February will need to be decided and negotiated at some point if Council desires to take that option. SGR probably won't have the questions and videos ready for the Council's consideration until February 15th- which will be a day after the regularly scheduled Council Meeting on the 14th - so another Special Meeting may need to be scheduled on February 21st to select the finalists with perhaps the new City Manager selected at the next regularly scheduled meeting on February 28th. Although this timeline is accelerated; whoever is chosen would probably need to give their current employer a thirty day notice and perhaps couldn't start the City Manager position until April.

RESOLUTION 2023-08: Motion by Barbara Burrow, seconded by Greg Casey, to schedule a Special City Council meeting on January 31, 2023 at 5:00 p.m regarding City Manager applications and to consider the second reading of Ordinance 2023-02; all six voting "Aye", motion passed.

Before closing City Manager Parry said that new Police Chief, Brad Hunt will be starting his new position on February 3, 2023.

Mayor Chumley reminded the Council to please take the Coryell County Hazard Mitigation Plan survey and to ask residents to take the survey also. The link to participate in the survey (as well as additional information about the HMP process) can be found at the following website:

<https://www.coryellcountyhmp.com/>

Hard copies of the public survey can be found at county and city offices or at one of the public meeting locations.

12) ADJOURN MEETING AT 7:09 P.M., THIS 24TH DAY OF JANUARY, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary M. Chumley
Mayor

SPECIAL CITY COUNCIL MEETING
JANUARY 31, 2023 AT 5:00 P.M.
COUNCIL CHAMBER, 110 NORTH 8TH STREET
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER SPECIAL CITY COUNCIL MEETING AT 5:00 P.M. THIS 31ST DAY OF JANUARY, 2023

PRESENT: Mayor Gary Chumley, Councilmembers Barbara Burrow, Meredith Rainer, Billy Sinyard, John Westbrook, and Greg Casey

ABSENT: Councilmember Claude Williams

OTHERS PRESENT: City Manager William H. Parry III, City Secretary Wendy Cole, Finance/Human Resources Director, Mike Halsema

2) HEAR VISITORS/CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BUSINESS BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL FOR A MAXIMUM OF THREE (3) MINUTES. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS MEETING

There were no visitors present at this Special Meeting.

3) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS ABANDONING AND VACATING AN APPROXIMATE 1.73 ACRE PORTION OF 26TH STREET AND BIGHAM DRIVE RIGHT-OF-WAY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DEEDS TO CONVEY SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS (2ND READING OF ORDINANCE 2023-02)

City Manager Parry said that were no changes to Ordinance 2023-02 since the first reading and recommended approval of the second reading of the Ordinance.

Mayor Chumley asked Council if there were questions regarding this Ordinance and Council had no comments.

ORDINANCE 2023-02-02: Motion by John Westbrook, seconded by Greg Casey to approve the second reading of Ordinance 2023-02 abandoning and vacating a portion of 26th Street And Bigham Drive Right-Of-Way, situated In the E Norton Survey, Coryell County, Texas, originally dedicated by the Barton Addition Part Three Plat, being more particularly described by plat attached hereto and incorporated for all purposes as Exhibit "A"; authorizing the City Manager to execute a deed to convey said Right-Of-Way to adjacent owners; and providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting; all five voting "Aye", motion passed.

4) RECESS SPECIAL MEETING AND ENTER INTO EXECUTIVE MEETING AT 5:02 P.M.-----

This closed session is in accordance with Local Government Code Section 551.074- Personnel Matters- Deliberate the applications of the City Manager position with recruiting firm Strategic Government Resources (SGR)

5) CITY COUNCIL CONVENED THE EXECUTIVE SESSION AT 5:02 P.M. AND ENDED THE EXECUTIVE SESSION AT 6:11 P.M. AND RECONVENED SPECIAL MEETING AT 6:13 P.M.---

6) DISCUSSION AND POSSIBLE ACTION REGARDING THE SEMI-FINALIST APPLICATIONS FOR THE CITY MANAGER POSITION

RESOLUTION 2023-09: Motion by Meredith Rainer, seconded by Barbara Burrow to approve moving forward with the seven semi-finalists for the City Manager position with recruiting firm Strategic Government Resources (SGR); all five voting "Aye", motion passed.

7) ADJOURN MEETING AT 6:14 P.M., THIS 31ST DAY OF JANUARY, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary M. Chumley
Mayor

CITY COUNCIL MEMORANDUM

AGENDA ITEM: Discussion and possible action authorizing the City Manager to execute a Reclaimed Water Contract on behalf of the City of Gatesville.

ORIGINATING DEPARTMENT: City Manager

BACKGROUND INFORMATION:

- 1. The property at 410 State School Road (formerly owned by Bob Salters) has been sold to RB Hay Ranch, LLC. Sometime between 2000 and 2004, Mr. Salters and the City entered into an undated contract for Mr. Salters to use the wastewater effluent from the Stillhouse Branch wastewater treatment plant for irrigation purposes; the contract contained a provision that the contract could be transferred to the “assigns” if the property was ever sold.**
- 2. The City Attorney opined while it is permissible to enter into a reasonable agreement on terms the City agrees to for use of wastewater effluent (also called “reclaimed water”), the way the City created and modified the agreement with Mr. Salter needs to be cleaned up so that both the City and the new landowner have a legally-sufficient agreement as to the rights of both.**
- 3. Following an Executive Session with the City Attorney on December 13, 2022 the City Council authorized the City Manager to negotiate a contract for the dispensation of wastewater effluent in the City’s interest.**
- 4. As an obligation on behalf of the City of Gatesville, contracts must be approved by the City Council.**

DISCUSSION/CONCLUSION:

- 1. A contract has been prepared in conjunction with the City Attorney and is included behind this memorandum.**
- 2. If approved by the City Council, this will be the model contract for any future reclaimed water contracts.**

RECOMMEDATION: Staff recommends the City Council approve, and the Mayor sign, the Reclaimed Water (Wastewater Effluent) contract between the City of Gatesville and RB Hay Ranch, LLC

RECLAIMED WATER (WASTEWATER EFFLUENT) CONTRACT

THIS RECLAIMED WATER CONTRACT ("Contract") is made and entered into by and between the **CITY OF GATESVILLE, TEXAS** ("City") and **RB HAY RANCH, LLC** ("Purchaser) on this the ____ day of _____, 20___. The parties to the Contract agree as follows:

City hereby agrees to sell Purchaser wastewater effluent from the Stillhouse Branch Wastewater Treatment Plant ("Effluent") for irrigation purposes under the terms and conditions set forth in this Agreement. The Terms are as follows:

1. **Accounting for Effluent.** Purchaser agrees to install a flow meter to monitor the quantity of effluent pumped from the Stillhouse Branch Wastewater Treatment Plant to Purchaser through the Point of Delivery. The meter will be read daily. Purchaser will comply with the City of Gatesville Reuse Operation and Maintenance Plan, dated April 10, 2004.
2. **Quantity.** During the term of the Contract, purchaser is authorized to take up to 704,000,000 gallons of Effluent annually, subject to the terms of this Agreement.
3. **Cost of Reclaimed Water.** In consideration for the services provided by the City hereunder, Purchaser agrees to pay the initial rate of nine cents (\$0.09) per thousand gallons of reclaimed water diverted to Purchaser pursuant to this Contract. The City Council shall review expenses and projections each year and may adjust the cost of Effluent annually at its discretion.

The City Council shall have full discretion to increase rates up to 5% annually.

4. **Point of Delivery.** The City owns the point of delivery and meter and will deliver reclaimed water to Purchaser at the point of delivery described on **EXHIBIT "A"** which shall be referred to as the "Point of Delivery". Any relocation of this Point of Delivery or any additional points of delivery shall require express approval of the City Council of the City of Gatesville. The costs of any engineering or legal services, construction, equipment, meter, meter installation, or other expenses relating to the installation of any point of delivery shall be borne and paid for by Purchaser. Further, Purchaser agrees to install on their side of any Point of Delivery, at its expense, any facility, device or improvement required by the City in connection with the provision of reclaimed water at such Point of Delivery. Any meter installed at the Point of Delivery shall remain the property of the City. From time to time, it may be necessary for the City to maintain, repair or construct infrastructure necessary to deliver reclaimed water to Purchaser. The parties acknowledge and agree that such maintenance, repair or construction may result in

a temporary service interruption. Such a temporary service interruption for maintenance, repair or construction shall not be a breach of this Contract.

5. **Term.** This Contract is conditioned on City treating wastewater at the Stillhouse Branch Wastewater Treatment Plant, and not electing to further treat the effluent to meet potable water standards. Subject to the terms hereof, this Contract shall extend for a term of ten (10) years from the Effective Date. This contract may be extended for an additional twenty (20) year period if the property is owned by, or for the benefit of, the Purchaser or a descendant of the Purchaser, whether outright, in trust, in an entity or otherwise. In the event that the Stillhouse Branch Wastewater Treatment Plant ceases operation or Effluent is no longer available for withdrawal by the Purchaser for any reason, this Contract shall terminate.

6. **Metering.** Purchaser shall install and maintain a meter on the transfer line from the chlorine contact basin. The cost of all engineering services, construction, equipment, meter, meter installation, or other expenses relating to the installation, repair or replacement of necessary metering equipment shall be borne and paid for by Purchaser. City will calibrate/test such metering equipment whenever requested by Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. Purchaser shall pay all costs incurred in connection with the testing of any meter that it has requested when the meter is determined to be accurate. City shall pay all costs incurred in connection with the testing of any meter requested by Purchaser that is found not to be accurate and shall pay the costs of calibrating any meter found not to be accurate. In the event of a test showing inaccuracy, the previous three (3) month billings to Purchaser shall be corrected in accordance with the percentage of inaccuracy found by the test. If any meter fails to register for any period, the amount of reclaimed water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure unless the parties agree otherwise. The metering equipment shall be read on the first working day of each month.

7. **Billing.** City shall furnish Purchaser a bill for Effluent delivered through the Point of Delivery during the previous month not later than the fifth (5th) day of each month during the term of this Contract. Purchaser shall pay the bills on or before the fifteenth (15th) day of the month in which they are received. The billing statement shall be delivered to the Purchaser as follows:
RB Hay Ranch, LLC
1 Carroll Drive
Gatesville, TX 76528

8. **Emergency or Unforeseen Events.** The City and Purchaser agree that any failures of Effluent supply caused by to power failure, flood, fire mechanical failure, plant maintenance, construction, regulatory action, water supply interruption or other catastrophe shall excuse the City from the provisions of this Contract for such reasonable period of time as may be necessary to address any such situation or

condition, complete construction or repair and restore operation of the Stillhouse Branch Wastewater Treatment Plant.

9. **Modification.** The provisions of this Contract relating to rates to be paid by Purchaser for the services provided hereunder are subject to change, increase, or modification as provided by the City Council of the City of Gatesville. Further, rates are subject to revision or modification if such is ordered by a regulatory agency of the state or federal government having jurisdiction during the term of this Contract.

10. **Regulatory Agency.** This Contract is subject to the jurisdiction of the Texas Commission on Environmental Quality as well as laws, rules or regulations required by Texas Administrative Code, Chapter 210 – “Use of Reclaimed Water “and other state and federal laws, and the parties agree to work together and collaborate to obtain any permits, certificate or other authorization as may be required by law.

11. **Miscellaneous.**

- A. The parties agree that the provision of services under this Contract is conditioned upon City operating a wastewater treatment plant on the Stillhouse Branch and electing to not further treat the Effluent thereby rendering it potable. If technology develops so that the Effluent can be treated to potable standards in the judgment of the City Council, City has the right to terminate the contract.
- B. This Contract is subject to any rights to the Effluent granted to Jack Morse and his heirs and assigns in the Judgment of the 52nd District Court of Coryell County, Texas in Cause No. 23.358. Should the heirs or assigns of Jack Morse or any party with whom City has a valid contract to provide Effluent indicate in writing their intent to take Effluent, City will, if necessary, apportion the maximum volume to be pumped by each entity on a pro rata basis. This may result in a pro rata reduction of the volume of Effluent available to Purchaser.
- C. **Assignment.** Purchaser may not assign their right under this Contract to any other person or entity without the express written consent of the City Council of the City of Gatesville. During the term of this Contract, Purchaser agrees that they will not enter into any agreement with any other person or entity wherein Purchaser agrees to sell Effluent obtained pursuant to this Agreement reclaimed water on a wholesale basis to such person or entity for resale.
- D. No line carrying Effluent shall in any way be connected to a potable water line. Irrigation will occur only on private property with limited public access.
- E. Purchaser agrees that all Effluent pumped from the chlorine contact chamber shall be distributed through the sprinkler system, and no other connections or hydrants

will be connected to the sprinkler system. The pumping facilities for the Effluent shall be housed in a locked, secure structure. Unauthorized access to the pumping controls is prohibited. The sprinkler system shall be unpressurized when not in use. The City reserves the right to inspect the irrigation facilities for proper maintenance on a periodic basis.

- F. The City shall sample and analyze the Effluent and report such analysis in accordance with 30 Texas Administrative Code, Sections 210.34 and 210.36. A sample of the treated Effluent pumped will be taken weekly to check for compliance with 30 TAC, Section 210.33(2). Fecal coliform samples will be taken weekly.
- G. Notices. Any notices sent pursuant to this Contract shall be sent to the parties at the following addresses:

To the City of Gatesville:

City of Gatesville
110 N. 8th Street
Gatesville, TX 76528

To The Purchaser:

RB Hay Ranch, LLC
1 Carroll Drive
Gatesville, TX 76528

- H. Effective Date. The parties agree that the Effective Date of this Contract shall be the ___ day of _____, 2023.
- I. In the event of a dispute or conflict regarding the meaning, interpretation or application of this Contract, the parties agree to submit such disagreement or conflict to nonbinding mediation. Either party may request mediation. Such mediation shall occur within forty-five (45) days of such request unless the parties agree otherwise. If mediation is unsuccessful, the parties reserve all legal rights, including the right to resolve such conflict in a court of law in Coryell County, Texas. This Contract is made and performable in Coryell County, Texas.
- J. In the event Purchaser fails to make payment on time as required by this Contract, Purchaser shall pay a late fee of \$250.00. In the event Purchaser fails to pay any monthly payment before the 25th day of the month in which it receives a monthly statement from the City of Gatesville, Purchaser shall be in default and this Contract may be terminated.
- K. Purchaser agrees to assist the City of Gatesville in any compliance-related matters involving any process relevant to this Contract.

- L. This Contract replaces and supersedes any Reclaimed water contract previously entered into between the Parties ("Prior Contract"). Any Prior Contract is hereby terminated and of no further force or effect.

- M. If, by reason for force majeure, the City of Gatesville or Purchaser shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligations of Purchaser to make payments as required herein, then, if such party shall give notice of the full particulars of the force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the City of Gatesville or Purchaser, so far as it is affected by such force majeure shall be suspended during the continuance of the inability then claimed but for no longer. The City of Gatesville or Purchaser shall make reasonable efforts to remove or overcome such inability to perform pursuant to a force majeure event. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, supply chain failures, acts of public enemy, orders of any kind of any federal or state agency or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightening, earthquake, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, or on account of any other cause not reasonably within the control of the party claiming such inability.

IN WITNESS WHEREOF, the parties, acting by and through a person authorized to execute this Contract pursuant to the authority and approval of their respective governing bodies hereby execute this Contract.

[signature pages follow]

CITY OF GATESVILLE, TEXAS

By: _____
 Mayor

ATTEST:

 City Secretary

By: _____
 Print Name: _____
 Title: _____

ATTEST:

 Its secretary

ATCH: Exhibit A – Point of Delivery

EXHIBIT A: POINT OF DELIVERY



CITY COUNCIL MEMORANDUM

AGENDA ITEM: Discussion and possible action regarding enforcement of Repair Order Number 2022-01 issued on January 11, 2022 and renovation completion report and potential penalty regarding 308 Fennimore Street, Gatesville, Texas

ORIGINATING DEPARTMENT: City Manager

BACKGROUND INFORMATION:

- 1. The Council passed Ordinance 2016-01 on February 19, 2016 that requires the City Council, serving as the City Building Standards Commission (BSC) to conduct public hearings, make determinations, and issue orders on structures that don't meet City codes and determine the disposition of the structure.**
- 2. The Building Standards Commission (City Council) considered a structure that did not meet City Codes located at 308 Fennimore Street at the Council meeting on October 26, 2021. At the meeting on December 14, 2021 Mr. Berry was granted an extension as he was experiencing challenges securing a contractor. On January 11, 2022, BSC ordered Mr. Berry to have renovations complete by 60 days after permits were issued. Permits were to be issued not later than January 25, 2022. At the September 27, 2022 meeting, the renovations were still not complete and 180 days since the permits were issued. Mr. Berry reported that the contractor was facing issues because of another project he was committed to and short-handed on employees. The BSC (Council) ordered Mr. Berry to return on October 25, 2022 with an update. Mr. Berry was unable to attend the October 25th meeting but requested in an email that he needed an extension until the end of November, 2022. BSC ordered that 308 Fennimore be placed on the November 15, 2022 agenda to consider demolition. At the November 15, 2022 meeting the renovation was still not complete (as a new contractor was hired) and BSC approved an extension to January 24, 2023 for a completion report with understanding that citations can be issued daily after expiration of allotted time period. At the January 24th meeting renovations were just a few days from completion so the BSC ordered that Mr. Berry attend the February 14th meeting and show that all renovations are complete.**

DISCUSSION/CONCLUSION: The Commission will need to decide if all renovations are complete at 308 Fennimore and are in full compliance with inspections and approved by the City Building Inspector.

RECOMMENDATION: That the Commission (City Council) consider if renovations are complete at 308 Fennimore.

Wendy Cole

From: Berry, Dennis [REDACTED]
Sent: Thursday, February 9, 2023 4:49 PM
To: William Parry
Cc: Wendy Cole; Robert Featherston
Subject: 308 Fennimore Update and Heating Plan
Attachments: 308 FENNIMORE HEATING PLAN-Layout1.pdf; 2000 W-6825 BTU HEATER SPEC.png; 4000 W-13650 BTU HEATER SPEC.png; 1500 W-5120 BTU HEATER SPEC.png; Kitchen Under Sink Plumbing.jpg; Bathroom Sink.jpg; Bathroom Toilet.jpg; Bathroom Under Sink Plumbing.jpg; Kitchen Sink New Fixture.jpg

Mr. Parry,

Plumbing was finished out last week in bathroom and kitchen. Attached are some photos. I am waiting to hear back from the water department about installing a meter and starting service.

Electrical is being completed this week and the remaining 3 electric wall heaters were installed by Baize Electric as shown on attached drawing. There are five heaters with total installed heating capacity of 35,835 BTU for 940 SQ FT total living space in house.

Rich Dunlap will try to arrange for finish plaster work in the bedrooms next week. I plan to attend the next city council meeting Feb. 14 to answer any questions if needed.

Now that we have electricity and once we have water, my wife and I plan to do a thorough cleaning, painting, etc. of whole house.

Thank you.

Best regards,

Dennis Berry

CITY COUNCIL MEMORANDUM

AGENDA ITEM:

Discussion and possible action regarding an Ordinance of the City of Gatesville, Texas abandoning and vacating an approximate 1.73 acre portion of 26th Street and Bigham drive Right-of-Way; and authorizing the City Manager to execute deeds to convey said Right-of-Way to adjacent property owners.

ORIGINATING DEPARTMENT:

Planning and Zoning

BACKGROUND INFORMATION:

- The purpose of this Ordinance is to abandon and vacate a portion of undeveloped Right-Of-Way and convey the land to adjacent property owners.
- Adjacent property owners approached the City and requested the ROW be abandoned as it was never developed by the original developer 1964. Since then the undeveloped ROW became a public nuisance, often attracting delinquent activity.
- This Right-Of-Way abandonment initiative was reviewed and recommended for approval in August of 2019 by the Planning and Zoning Commission on the condition that a plat be created which would amend the existing lots adjacent to the ROW as opposed to creating a series of unplatted parcels.
- A plat (Bigham Street Replat) has been agreed to, signed-off on, and paid for by adjacent property owners in order to amend the existing lots to incorporated the land to be abandoned by the ROW abandonment.
- The Planning and Zoning Commission reviewed the Bigham Street Replat and unanimously voted in favor of its approval at their regularly scheduled meeting on January 9th, 2023.

DISCUSSION/CONCLUSION:

- The property formerly hosting the platted undeveloped ROW is being aggregated to the adjacent lots based on existing lot frontage.
- All lots being amended are adjacent to separate lots with access to Lowrey Drive, under same ownership.
- Only one property owner (Debra Kay Day, owner of Lot 5A) expressed an interest in developing Lot 5A for future residential use. Day was granted an exclusive access easement for Lot 5A.
- The plat has been agreed to and signed by all ten owners.

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance abandoning and vacating an approximate 1.73-acre portion of 26th Street and Bigham drive Right-of-Way. (3rd & final reading)

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS ABANDONING AND VACATING A PORTION OF 26TH STREET AND BIGHAM DRIVE RIGHT-OF-WAY, SITUATED IN THE E NORTON SURVEY, CORYELL COUNTY, TEXAS, ORIGINALLY DEDICATED BY THE BARTON ADDITION PART THREE PLAT, BEING MORE PARTICULARLY DESCRIBED BY PLAT ATTACHED HERETO AND INCORPORATED FOR ALL PURPOSES AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED TO CONVEY SAID RIGHT-OF-WAY TO ADJACENT OWNERS; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Gatesville, Texas ("City") is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Section 311.001(a) of the Texas Transportation Code generally provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Section 311.007 of the Texas Transportation Code provides the authority for a home-rule municipality to vacate, abandon or close a street or alley within the municipality; and

WHEREAS, the City Council of the City of Gatesville, Texas, has determined and finds it is in the public interest that the portion of Bigham Drive and 26th Street, as depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated, and closed as a public right-of-way.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ABANDONMENT

That 1290 feet of the Bigham Drive right-of-way from the east right-of-way of North Lovers Lane/Osage Road to 110 feet east of the intersection of Bigham Drive and 26th Street; and 26th Street beginning 185 feet north to 131 feet south of the center of the intersection of Bigham Drive and 26th Street more particularly described by Plat in Exhibit A, attached hereto and incorporated herein for all purposes, are hereby abandoned, vacated, and closed as public roadways.

3. DEED AUTHORIZATION

That the City Council of the City of Gatesville, Texas does hereby authorize the City Manager to execute quitclaim deeds, and any and all documents necessary to convey the aforementioned right-of-way, proposed to be abandoned, to the abutting property owners.

4. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

5. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

The foregoing Ordinance Number 2023-02 was approved on the first reading and passed to the second reading this 24th day of January, 2023.

The foregoing Ordinance Number 2023-02 was approved on the second reading and passed to the third reading this 31st day of January, 2023.

The foregoing Ordinance Number 2023-02 was read the third time and was adopted as an Ordinance to the City of Gatesville, Texas, this 14th day of February, 2023.

THE CITY OF GATESVILLE, TEXAS

By: _____

Gary M. Chumley, Mayor

ATTEST:

APPROVED:

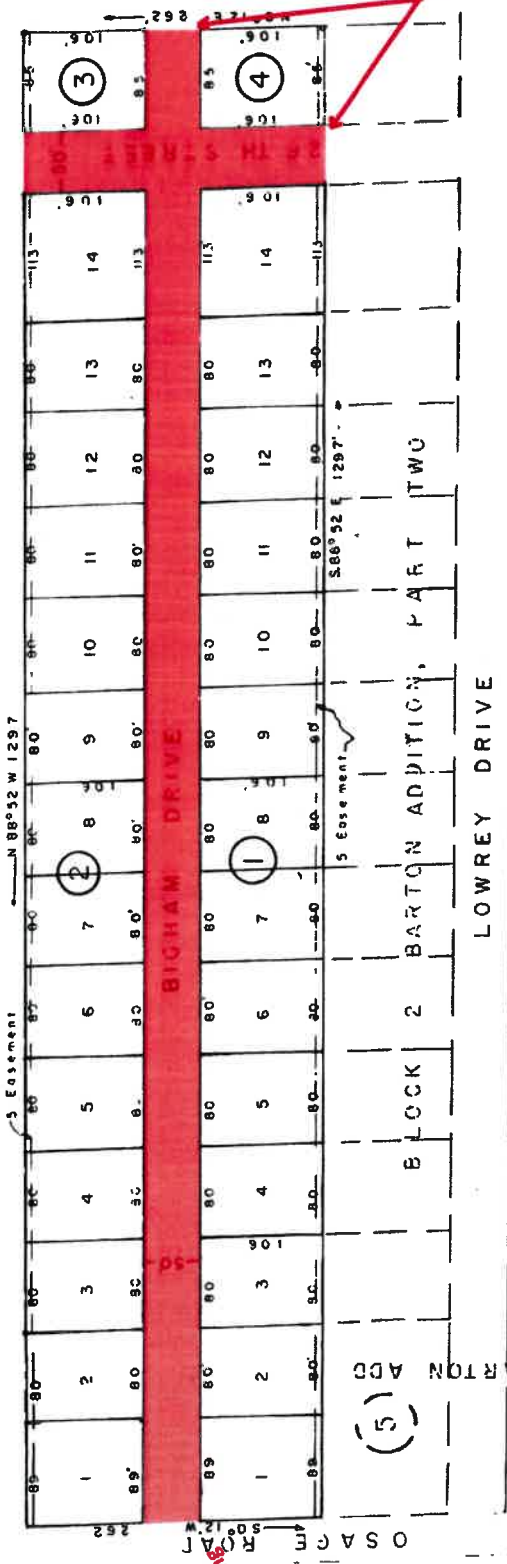
Wendy Cole, City Secretary

Charles D. Olson, City Attorney

"Exhibit A"

"BARTON ADDITION, PART THREE, GATESVILLE, TEXAS
681"

65 (1/11/64)



Portions of BIGHAM DRIVE and 26th STREET Right-of-Way to be abandoned and vacated.

FIELD NOTES TO BARTON ADD NO THREE
Beginning at the NW cor of Block 5 of the Barton Add in the City of Gatesville, Texas Thence S 88° 52' E at 189' pass the SW cor of same thence N 0° 12' E 262 Thence N 88° 52' W 1297 to the East line of Osage Road Thence S 0° 12' W 262 to the place of Beginning

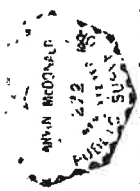
W. J. W. Barton and wife Elizabeth Barton, being the owners of 780 acres of land located in Coryell County, Texas, out of the E. Barton Survey, do hereby subdivide the same in lots and blocks as shown on the above plat and designate the same as the BARTON ADDITION, PART THREE TO THE CITY OF GATESVILLE, TEXAS, and do hereby dedicate the streets and easements shown hereon to the public forever

Elizabeth Barton
Elizabeth Barton

THE STATE OF TEXAS
COUNTY OF CORYELL
Before me, the undersigned authority, a Notary Public in and for Coryell County, Texas, on this day personally appeared J. W. Barton and wife Elizabeth Barton known by me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed

Witness my hand and seal of office this 11th day of March, 1964

Therese Corryell
Notary Public, Coryell County, Texas



I, O. W. Murray, Mayor of the City of Gatesville, Texas, do hereby certify the attached plat is herewith approved by the City Council of said City of its meeting on the 11th day of March, 1964

O. W. Murray
Mayor of the City of Gatesville, Texas

Secretary of the City of Gatesville, Texas
Secretary of the City of Gatesville, Texas

FILED FOR RECORD
AT 2:26 O'CLOCK P.M.

MAR 11 1964

Auteris
COUNTY CLERK, CORYELL CO., TEXAS

1. 20

CITY COUNCIL MEMORANDUM

AGENDA ITEM: Discussion and Possible Action regarding a Memorandum of Understanding between the Gatesville Police Department and the Gatesville ISD Police Department.

ORIGINATING DEPARTMENT: Administration/Police Department

BACKGROUND INFORMATION:

1. The Texas Education Code requires school districts with police departments to have a Memorandum of Understanding with the local Police Department.
2. The GISD Attorney drafted this document – and the City Attorney has looked at it and didn't have any major concerns.
3. The Gatesville ISD School Board approved the attached MOU at their meeting on January 17, 2023.

DISCUSSION/CONCLUSION:

1. Page 4, Article V – Communication is not correct regarding 911 calls. I have proposed to the GISD Superintendent a suggested rewording of that paragraph to the following: *Gatesville PD, the 911 PSAP for the northern part of Coryell County, which includes the GISD jurisdiction, will forward all 911 call information pertaining to GISD through the Coryell County Sheriff's Office Dispatch, as they are the primary dispatch center for GISD PD.*
2. The Superintended responded that they would review the proposed change this week. If accepted, the change will not affect the signature pages.

RECOMMEDATION: Staff recommends the City Council approve the Memorandum of Understanding between the Gatesville Police Department and Gatesville ISD Police Department, with the change as annotated above.

**MEMORANDUM OF UNDERSTANDING BETWEEN GATESVILLE
AND GATESVILLE ISD
FOR LAW ENFORCEMENT COOPERATION**

This Memorandum of Understanding (MOU) is made by and between the Gatesville Police Department (“Gatesville PD”) and the Gatesville ISD Police Department (“GISD PD”).

WHEREAS the Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that outlines reasonable communication and coordination of efforts between the department and the agencies;

WHEREAS the parties acknowledge that they share overlapping and concurrent jurisdiction and agree to provide each other mutual aid and assistance within such overlapping jurisdictions in accordance with the terms and conditions of this Agreement;

WHEREAS this document shall serve as the MOU addressing the requirements of Section 37.081 of the Texas Education Code and the intentions of the parties;

WHEREAS Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS the City of Gatesville (“City”), Texas is a home rule municipality and local government as set forth in Texas Government Code § 791.003 (4); and

WHEREAS the Gatesville ISD (GISD) is a Texas School District and local governmental entity as set forth in Texas Government Code § 791.003; and

WHEREAS the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments, if any from current revenues legally available to each party.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, under the authority of Chapter 791 of the Texas Government Code and Chapter 37.081 of the Texas Education Code, the parties agree as follows:

Article 1 - Mutual Aid

Gatesville ISD PD will have primary jurisdiction, while GPD will have secondary jurisdiction, over GISD Property (as that term is defined herein below) within the city limits and extra territorial jurisdiction of the City of Gatesville. Gatesville PD and GISD PD may provide each other mutual aid within their concurrent jurisdictions. With respect to matters within their concurrent and overlapping jurisdictions, Gatesville PD and GISD PD may act as back-up for each other and may assist each other in investigations, crowd control, and crime scene control. The GISD PD shall answer all calls for service involving GISD Property and buildings and may request assistance from the Gatesville PD. The Gatesville PD, if able, agrees to assist the GISD PD in response to

barricaded person, hostage incidents, or bomb threats occurring on GISD campuses. The Gatesville PD will share detailed intelligence information regarding campus crime and / or related student behavior with the GISD PD. The Gatesville PD will agree to provide officer safety assistance and assist with officer back-up to officers employed by GISD PD when requested during emergency situations as described above. The Gatesville PD agrees to assist GISD PD in responding to active shooter incidents on GISD campuses and facilities. Active Shooter Incident Management calls for the establishment of Unified Command. Both the Gatesville PD and GISD PD will participate in Unified Command as appropriate. Under this agreement, the Gatesville PD Chief of Police will be recognized as the EOC for major law enforcement incidents occurring in the jurisdiction of the City of Gatesville, except that the GISD Chief of Police will be recognized as the EOC for major law enforcement incidents occurring on all GISD campuses or facilities. Gatesville PD has authority to take actions to preserve life or safety of persons on GISD campuses or property, as necessary. In the case of an active shooter incident, the first responding officer(s) whether Gatesville PD or GISD PD, to encounter an active shooter should neutralize that threat immediately without the need to ask for jurisdictional permission. Once the active shooter has been neutralized, the GISD Chief of Police becomes the incident commander supported by the Gatesville PD.

Article 2 – GISD PD Jurisdiction

- 1) GISD PD shall have primary jurisdiction of and over GISD property, including real and personal property located inside and outside the boundaries of GISD that is owned, leased, rented, or otherwise under the control of GISD. Additionally, Gatesville PD shall have full concurrent jurisdiction with GISD PD in the event any GISD vehicle or bus is involved in a crash of any sort or in the case of any other violation of laws of the State of Texas governing movement and operation of vehicles which occurs within the limits of the City of Gatesville. For example, if a GPD officer witnesses or receives a call describing a vehicle's failure to stop while a GISD bus has its stop sign out and red lights flashing in an area of the City of Gatesville, such officer has full jurisdiction to address the violation.
- 2) The jurisdiction of GISD PD set forth above shall be concurrent and overlapping with that of the Gatesville PD; however, GISD PD has primary jurisdiction in terms of decision-making and authority pertaining to incidents occurring on GISD property. GISD PD has primary responsibility, as first responder, of and over all offenses which occur on any GISD Property, and Gatesville PD may provide assistance to GISD PD when requested by GISD PD. GISD PD will also have jurisdiction and authority to pursue, arrest, apprehend, and investigate within the geographical boundaries of the GISD when such action is in close proximity or a reasonable response distance related to or arising from an act, incident, or crime occurring within, or adjacent to, and involving GISD Property, staff, students or personnel. In any such event that occurs off GISD property, Gatesville PD still maintains primary jurisdictional responsibility.
- 3) GISD PD shall also be responsible for public safety matters relating to traffic and operation of motor vehicles to the extent necessary for GISD events occurring on any GISD Property and adjoining roadways, including but not limited to sporting events and school zones. GISD PD shall also have primary responsibility as first responder over any incidents involving a GISD vehicle or bus used to transport GISD students, faculty, and administration and all

vehicles and buses of any transportation contractor of GISD used in connection with such contractor's services provided to GISD. For example, if a GISD school bus crashes in Waco, GISD PD will not take the incident report but should be privy to all of the information regarding the event. Gatesville PD will work crash incidents in its jurisdiction. Nothing in this article is intended to prevent Gatesville PD from pursuing, arresting, apprehending, and investigating in matters occurring within the City of Gatesville city limits but GISD PD has primary jurisdiction over any incident occurring on GISD property. Gatesville PD will notify GISD PD before entering GISD property to assist GISD PD in the arrest of a suspect or investigate any crime, except in an instance of active pursuit, in which case GPD radio dispatcher shall notify GISD PD as soon as possible.

Article 3 – GISD PD Officer Duties

GISD PD's peace officers' duties shall include the duty to protect the safety and welfare of any person, including but not limited to students, faculty, administrative personnel, and all other persons within GISD PD's jurisdiction as set forth above and the duty to protect GISD Property wherever situated. Gatesville PD officers may assist GISD PD officers when requested. GISD PD shall likewise assist Gatesville PD when requested.

Article 4 – Offense Reports

GISD PD shall prepare and shall be responsible for all Offense Reports and Case Reports in matters in which GISD PD has primary jurisdiction as described in Article 2. Detailed offense reports, arrest reports, and forensics, to include interviews and video footage or other related material completed by the Gatesville PD for matters arising on or in connection with GISD property shall be made available to GISD PD in a timely manner. To the extent permitted by applicable law, GISD PD shall furnish any and all reports requested by Gatesville PD. Nothing in this paragraph is intended to prevent Gatesville PD from preparing offense reports and case reports, or assuming primary investigative duties in matters as GISD PD deems necessary, in matters where GISD PD has primary jurisdiction. However, in most instances, GISD PD will lead the investigation and report creation process regarding incidents that occur on GISD property.

Article 5 – Communication

Gatesville PD and the GISD PD shall notify each other of all activities, violations, arrests, and other matters as may be required under Texas Code of Criminal Procedure, Art. 15.27 and other applicable provisions of Texas law including but not limited to the Texas Education Code.

GISD PD will primarily transmit radio communications through an agreement with the Coryell County Sheriff's Department. Gatesville PD and GISD PD shall coordinate radio frequencies, systems, and encryption keys pursuant to the regulations and procedures of the Federal Communications Commission. GISD PD may request use of Gatesville PD radio channels at such times as GISD PD may need immediate assistance from police, fire, or EMS. However, where technically feasible both Gatesville PD and GISD PD will remain fully operational on each other's native radio frequencies, systems, and encryption keys to serve as an emergency interoperability backup procedure, even when and if the two entities conduct routine daily dispatch operations on

their own frequencies, systems and encryption keys. Such permission shall not be unreasonably denied.

Gatesville PD, the 911 provider of the GISD PD jurisdiction, shall transmit all 911 call information on a radio frequency agreed to be received by the GISD PD.

Any notice required or permitted to be given hereunder shall be in writing and shall be delivered or sent by certified mail, postage prepaid, as set forth below:

If to Gatesville PD: Bill Parry, City Manager
City of Gatesville Police Department
200 N. 8th St.
Gatesville, Texas 76528

If to GISD PD: Barrett Pollard, Superintendent
Gatesville ISD
311 S. Lovers Lane
Gatesville, Texas 76528

Article 6 – Conduct

The Gatesville PD and GISD PD shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner so that the citizens and persons within their concurrent jurisdiction will be better served and protected.

Article 7 – Term

The term of this agreement shall be for a period of (5) calendar years from the date of execution by both parties. This agreement shall renew in June annually for successive (2) year periods, unless either party provides at least 30 days written notice to the other party that this agreement shall not be renewed.

Article 8 – Termination

GISD PD and Gatesville PD shall make their best good faith efforts to work together as understood and set out in this memorandum. This agreement may be terminated by either party at any time, with or without cause, by a party providing thirty (30) days written notice of such termination to the other party, subject to Texas Education Code § 37.081(g) which requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter a memorandum of understanding outlining reasonable communication and coordination efforts between the department and the agency. Upon termination Gatesville PD shall continue to take any and all necessary actions to provide safety, security, and other law enforcement duties to the people within the city limits of the City of Gatesville. Notice, for the purpose of termination shall be to the City Manager and the City Chief of Police, and to the GISD Superintendent and GISD PD Chief of Police.

Article 9 – Entire Agreement

This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

Article 10 – Immunities

Nothing in this Agreement is intended to and neither party waives, releases, or relinquishes any right to assert any of the defenses it enjoys by virtue of the State or Federal Constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the party as to any claim or action of any person, entity, or individual against that party.

Article 11 - Nondiscrimination

Gatesville PD and GISD PD, including their subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

Article 12 – Additional Documents

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

Executed the 17th day of January, 2023.

C. Arment
Gatesville ISD
Board President
Date:

Gatesville Police Department
Chief Brad Hunt
Date:

[Signature]
Gatesville ISD Police Department
Chief Gary Stiles
Date: 1-19-2023

City of Gatesville
Mayor Gary Chumley
Date:

CITY COUNCIL MEMORANDUM

AGENDA ITEM: Discussion and Possible Action regarding the bid for the Gatesville Regional Water Supply Clarifier project and, if necessary, to direct Walker Partners Engineering to modify the specifications for the project.

ORIGINATING DEPARTMENT: City Manager

BACKGROUND INFORMATION:

1. A WTP clarifier removes suspended solids through gravity settling and floating matter (scum) which has accumulated on the water surface to keep particles out of the water as it enters the City's potable water system. Clarifiers #1 and #2 are 37 years old and the steel components are failing.
2. The FY 2021 Budget (Capital Improvement Plan) included rebuilding one the two original (1984) clarifiers at the Gatesville Regional Water Treatment Plant WTP) with an Engineer's Probable Estimate of Cost of \$360,000. The City was awarded a 2021-22 CDBG grant in the amount of \$350,000 for this project.

DISCUSSION/CONCLUSION:

1. Walker Partners (the City's Engineering Firm) prepared the plans and specifications for rebuilding the clarifier.
2. The bid documents were posted on CivCast and the first advertisement for the project was published in the Gatesville Messenger on January 21, 2023; the second advertisement appeared in the Gatesville Messenger on January 28th. Bid opening was conducted on February 25th in the City Council Chambers.
3. There was one bid received in the amount of \$867,836. This bid is approximately \$518,000 above the Engineer's Probable Estimate of Cost. The letter of recommendation from Otto Wiederhold of Walker Partners is attached.

RECOMMENDATION: As the one bid for this project significantly exceeded the cost estimate, that the City Council reject all bids, and direct Walker Partners Engineering to modify the specifications and competitively procure a metal fabricator to complete the needed work.

February 8, 2023

City of Gatesville
110 N. 8th Street
Gatesville, Texas 76528

Attn: Mr. William "Bill" Parry, City Manager

Re: Regional Water Supply Clarifier No. 2 Rehabilitation
Project No.: 2-01650

Dear Mr. Parry:

A single proposal was received on February 6, 2023 for rehabilitation of the upflow clarifier mechanism at the Gatesville Regional Water Treatment Plant. CivCast, an online project bidding site, was used to solicit proposals for the work in order to solicit proposals from the greatest number of contractors possible. The short time allowed for the bidding of this project may have negatively impacted the number of interested general contractors.

The single proposal received was priced at \$867,836.00, which is substantially over the estimated cost for the work on this project. Since the only proposal received for the work is greater than the budget, Walker Partners recommends the proposal received be rejected and that proposals be re-submitted for the work. We are confident there will be increased interest in the project, resulting in several proposals being submitted and greater competition for the work.

Please contact me should you have questions or require additional information.

Sincerely,



Otto Wiederhold, PE
Senior Vice President

Attachments:
Proposal Tabulation

Cc: Project File

Walker Partners, LLC
Bid Tabulation
City of Gatesville
Regional Water Supply Clarifier No.2 Rehabilitation
Project No.: 2-01650.00
February 6, 2023 / 3:00 PM

Bidders

B-5 Construction Co. Inc.

Item No.	Bid Item Description	Estimated		Unit Price	Unit Amount
		Quantities	Measure		
1.00	General Conditions				
1.01	Mobilization and Incidentals	1	LS	41,326.00	41,326.00
1.02	Contingency Allowance	1	LS	10,000.00	10,000.00
	Subtotal General Conditions				51,326.00
2.00	Clarifier Improvements				
2.01	Remove and Replace with new the Weir Troughs and Effluent Trough, the upper two feet of the flocculator cone and the Mixing Well, replace the wear strips on the rake mechanism, make repairs to rake and other metal components indicated and approved by the engineer after clarifier is emptied and cleaned, sandblast and paint per specifications all ferrous metal below the walkway grating elevation in the clarifier.	1	LS	816,510.00	816,510.00
	Subtotal Clarifier Improvements				816,510.00
	Total Bid				\$867,836.00

CITY MANAGER’S REPORT
14 FEBRUARY 2023

1. CITY MANAGER INITIATIVES:

- Capital Projects:

- **Stillhouse WWTP Expansion – Project 2-01590 (No Change).** Conducted an in-progress review with Walker Partners on 13 October, followed by a discussion with TWDB Team 2 regarding approval of the WW Master Plan (if needed to move unused funds) and the Technical Memorandum. The TWDB Team 2 senior engineer will take over the project; conducted a virtual meeting on 31 October. TWDB may not have to approve the WW Master Plan, and she promised to review the technical memo. The design phase is currently at 100% completion. Anticipate bidding the project in February 2023; anticipated Notice to Proceed not later than April 2023, pending any additional issues.
- **Other Capital Projects in progress (Update).**



PROJECT NAME	WP PROJECT NUMBER	DATE	PROJECT AMOUNT (ENGR/CONSTR)	STATUS
WTP CLARIFIER #1 MECHANISM REPLACEMENT	2-01638	May 4, 2020	\$25,050/\$360,000	Bid awarded 8/9/22 (\$843,190); pre-con 10/26 Waiting for parts to arrive
WTP CLARIFIER #2 REHABILITATION	NA	March 1, 2022	\$34,150/\$360,000	CDBG-funded; 1 bid received.
CHLORINE BOOSTER STATIONS (BP 7 & MOUNTAIN)	2-01633	April 30, 2020	\$29,300/\$60,000	Preliminary Design at 86.6%
MILLS STREET WATER/SEWER LINE REPLACEMENT (PH. II – MARY/BARNES/MILLS)	2-01657	April 19, 2022	\$144,658/\$868,385	Preliminary Design at 100%; gas line SUE complete
DRAINAGE STUDY & MASTER PLAN	2-01644	Oct 12, 2020	\$250,000	Draft report sent to TWDB for review Exploring Phase 2 options
LOVERS LANE WATER/WASTEWATER REPLACEMENT	2-01635	November 4, 2021 – PSA	\$1,560,300	CLFRF-funded (tranche 1); Final Design at 100% - bid after 1/1/23
REPLACE WESTERN PRESSURE PLANE IN-LINE PUMP				Modify 2015 Design
BP #2 BOOSTER PUMP STATION [Potential sale to Coryell City WSD]	2-XXXX	April 7, 2022	\$493,820	Waiting on electrical and building sub documentation

REPLACEMENT OF WASTEWATER FORCE MAIN			(T)\$466,000	Potential candidate project for CLRRF tranche 2
OLD FORT GATES AND INTERMEDIATE LIFT STATION UPGRADE/DESIGN NEW 8-INCH FORCE MAIN ILS-INTERCEPT	2-01611	May 2, 2018	\$161,325	
TECH MEMO/PRELIM DESIGN & INSTALL NEW PUMPS AT 107 LIFT STATION		May 2, 2018	\$31,500	
VALLEY VIEW LIFT STATION IMPROVEMENTS	2-01639	May 4, 2020	\$13,750/	

Other activities:

- AWOS Replacement: system will be shipped for storage at the airport; waiting on FAA approval for siting.
- The next edition of *The Spur* magazine delayed and is scheduled to be mailed out during the week of February 13, 2023.

Dates of Note

- February 20, 2023: Presidents Day federal holiday – City Hall closed.

2. ZONING ORDINANCE REVISION (No Change): City Council approved the 2020 Comprehensive Plan setting the stage for updating the City’s 1995 Zoning Ordinance. Exploring opportunities for General Land Office “Resilient Communities” grant (no City match requirement) to move this process forward.

3. FEMA DISASTER DECLARATION 4416 – FALL 2018 FLOODING (No Change): The status of the one remaining project (Faunt Le Roy Park) which has not been funded is below. I executed a contract in the amount of \$49,500 with LJA Engineering on 10 November 2021 with an estimated completion of June 2022. Have notified TDEM of a preferred alternative; will schedule a briefing for the City Council on the preferred alternative once final costs are determined. Willing to host a public meeting to receive comments on the proposal once TDEM/FEMA approve. Submitted the “Improved Project Request Letter” to TDEM on August 26th and the concept drawings/cost estimates to TDEM on 15 November for their approval and forwarding to FEMA. TDEM forwarded the project Statement of Work to FEMA and is it “due to be reviewed soon.”

Leon River embankment	#88221	The total estimated cost to repair the damage to pre-flood (October 2018) condition is \$1,360,727.92. FEMA has approved that amount as the maximum cost; the City’s 25% share would amount to \$340,181.98. I rejected FEMA’s Fixed Cost Offer, which would restore FLRP to its pre-flooding condition, but not fix the root cause of the problem that causes the flooding to occur. TDEM and FEMA must approve the Improved Project.
-----------------------	--------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. BROWNFIELDS CLEANUP GRANT FOR THE ROTUNDA (Update): EPA sent the grant award letter to the City on 7 October 2021. Baer Engineering and Environmental Consulting from Austin, TX - the Qualified Environmental Professional – has developed the Quality Assurance Project Plan (QAPP). EPA Region 6 has authorized the City to develop and issue the RFP for the demolition contractor. Met virtually with Baer Engineering on 10 October to discuss technical specifications for cleanup; agreed can be done within the scope of our current QEP contract.

Conference call with Baer Engineering on 4 January 2023. Since EPA has approved wet demolition, demo contractor technical specifications are not required. Updated Request for Bids sent to Baer Engineering to review before issuing it. Exploring grant administrative services contract. We will work on scheduling a kick-off meeting once the demolition contractor is procured.

5. FAST (Fire, Ambulance, and Service Truck) Fund – (CDBG) Grant (No Change) – Grant application was submitted on 26 July 2022.

6. FUTURE COUNCIL MEETING AGENDA TOPICS:

(T) February 21, 2023	Special City Council Meeting to select City Manager Finalists	
February 28, 2023	2006 Bridge Street Update Resolution to submit 2023-24 CDBG grant; Reaffirm HUD policies	
March 14, 2023		Construction Board of Appeals
March 28, 2023		

FUTURE COUNCIL MEETING TOPICS -- DATE TBD

Various Ordinance Amendments (Chapter 12, Cemeteries; New Ordinances: Water Meter Tampering; Fats, Oil, and Grease (FOG); Shipping Containers as structures.)
Ambulance Agreement with CHEMS

2023

-JANUARY-

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

-FEBRUARY-

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

-MARCH-

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

-APRIL-

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

-MAY-

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

-JUNE-

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

-JULY-

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

-AUGUST-

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

-SEPTEMBER-

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

-OCTOBER-

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

-NOVEMBER-

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

-DECEMBER-

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						