

City Council Meeting

October 10, 2023

At

Gatesville Council Chamber

110 N. 8th Street

5:30 P.M.



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

AGENDA
REGULAR CITY COUNCIL MEETING
5:30 P.M
GATESVILLE CITY COUNCIL CHAMBERS
110 NORTH 8TH STREET, GATESVILLE, TEXAS 76528
OCTOBER 10, 2023

An Open Meeting will be held concerning the following subjects:

1. Call to Order
2. Quorum check
3. Invocation and Pledge of Allegiance
4. Citizens/Public Comments Forum: Persons who desire to address the City of Gatesville City Council will be received at this time. If a person wishes to comment on a particular agenda item, then the speaker should indicate such item(s) on the sign in sheet prior to the meeting. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Gatesville City Council cannot deliberate or act on items not listed on the meeting agenda.

CONSENT:

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

Resolution 2023-115: Approval of Minutes from Regular City Council Meeting September 26, 2023. (Wendy)

Resolution 2023-116: Nomination of a candidate for appointment to the Board of the Directors of the Coryell Central Appraisal District. (Wendy)

Resolution 2023-117: Discussion and potential action regarding a resolution designating an official newspaper for the City of Gatesville for the Fiscal Year 2024.(Wendy)

Resolution 2023-118: Discussion and potential action regarding Change Order No. 1 to the contract documents for the Mills Street Phase 2 Improvements Project No. 2-01657. (Scott)

Resolution 2023-119: Discussion and potential action regarding Changes Orders No. 2 & 3 to the contract documents for the Lovers Lane Project No. 2-01635. (Scott)

Resolution 2023-120: Discussion and potential action regarding scheduling one regular City Council meeting in November, December, and January. (Scott)

Resolution 2023-121: Discussion and consideration of accepting a petition from Krista Moreland for the voluntary annexation of approximately 135.03 acres, along with setting a public hearing date for the annexation. (Scott)

EXECUTIVE SESSION:

6. Recess Regular Meeting and Call for an Executive Session - Closed Meeting

The City Council of the City of Gatesville is hereby recessing the regular meeting and calling for an Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

- * Section 551.071 (Consultation with Attorney)
- * Section 551.072 (Deliberations about Real Property)
- * Section 551.074 (Personnel Matters)
- * Section 551.076 (Deliberations about Security Devices)
- * Section 551.087 (Deliberations Regarding Economic Development Negotiations)
- * Section 551.086 (Concerning municipally owned utility-competitive matters)

This closed session is convened in accordance with Local Government Code Section 551.071, Consultation with Attorney. This session addresses confidential matters in which the attorney's duty 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:

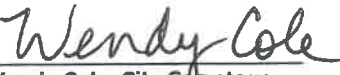
During Executive Session, the following matters will be discussed:

- A. Discussion regarding amendments to the city's zoning ordinance. (Victoria Thomas & Scott Albert)
 - B. Discussion regarding issues related to the Restland cemetery. (Victoria Thomas & Scott Albert)
7. End Executive Session and Reconvene Open Meeting.
8. Discussion and possible action resulting from discussion deliberated in Executive Session

OTHER BUSINESS:

- 9. Discussion and possible action regarding an Ordinance of the City of Gatesville, Texas, amending the Fiscal Year 2022-23 budget of the City of Gatesville to allow for adjustments to the General Fund revenues and expenditures of Seven Hundred Eighty -Three Thousand Five Hundred Dollars (\$783,500); and allowing for adjustments to the Airport Fund revenues and expenditures of One Hundred Seventeen Thousand Dollars (\$117,000); declaring a Municipal Purpose; providing a Severability Clause; providing for an Open Meetings Clause; and providing for an Effective Date (2nd Reading of Ord. 2023-06) (Mike Halsema)
- 10. Discussion and possible action in regards to reallocating bond funds originally earmarked for installing water meters to fund Phase 2 of the Mills Street project. (Mike Halsema)
- 11. Discussion and possible action regarding an Ordinance of The City of Gatesville, Texas repealing Solid Waste Fees in Chapter 18, Fees of the Code of Ordinances of The City Of Gatesville; adopting a new Solid Waste Fee Schedule for the City of Gatesville; and providing an Effective Date (1st reading of Ordinance 2023-07) (Mike Halsema)
- 12. Discussion and possible action regarding a professional services agreement with Bureau Veritas for plan review and inspection services. (Scott Albert & Mike Olson)
- 13. Discussion and possible action regarding the Federal Emergency Management Agency (FEMA) Grant and the Park Project. (Scott Albert)
- 14. Adjourn Meeting

I hereby attest that the above agenda was posted on this the 6th day of October, 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, 803 E. Main Street and Gatesville Council Chambers, 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
SEPTEMBER 26, 2023 AT 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 REGULAR CITY COUNCIL MEETING AT 5:32 P.M. THIS 26TH DAY OF SEPTEMBER, 2023

2) COUNCIL PRESENT: Mayor Gary Chumley, Councilmembers Barbara Burrow, Joe Patterson, Claude Williams, Greg Casey, and Meredith Rainer

REGRETS: Councilmembers John Westbrook

CITY STAFF PRESENT: City Manager Scott L. Albert, City Secretary Wendy Cole, Finance/HR Director Mike Halsema, and Police Chief Brad Hunt

OTHERS: Leo Corona, Rowdy Dailey, Keegan Webb, and Gatesville Messenger Staff Writer, Kaylee Dusang

3) INVOCATION: Councilmember Claude Williams

4) PLEDGE OF ALLEGIANCE

5) CITIZENS/PUBLIC COMMENTS FORUM: PERSONS WHO DESIRE TO ADDRESS THE CITY OF GATESVILLE CITY COUNCIL WILL BE RECEIVED AT THIS TIME. IF A PERSON WISHES TO COMMENT ON A PARTICULAR AGENDA ITEM, THEN THE SPEAKER SHOULD INDICATE SUCH ITEM(S) ON THE SIGN IN SHEET PRIOR TO THE MEETING. PUBLIC COMMENT IS LIMITED TO 3 MINUTES PER SPEAKER. SPEAKERS MUST CONDUCT THEMSELVES IN A CIVIL MANNER. IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, THE CITY OF GATESVILLE CITY COUNCIL CANNOT DELIBERATE OR ACT ON ITEMS NOT LISTED ON THE MEETING AGENDA.

Leo Corona of 409 State School Road spoke to the Council of possibly posting contracts that the City has approved on the City website. Mr. Corona said that unless a citizen attends Council meetings; citizens would not be aware what contracts the City has implemented and the reason behind the contracts.

Mayor Chumley responded that when the City issues a Request for Bids or Contract Services (according to the dollar amount) for a project that it is published in the newspaper and put on the website.

Mr. Corona thought there should be a section on the website that lists all the contracts/agreements and what the purpose is for them.

6) 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 2023-109: Minutes from Regular City Council Meeting September 12, 2023

RESOLUTION 2023-110: A letter supporting the Railhead Resiliency Project at Fort Cavazos through the Defense Economic Adjustment Assistance Grant

RESOLUTION 2023-111: Vail & Park Engagement letter for audit services related to the year ending September 30, 2023

Motion by Barbara Burrow, seconded by Meredith Rainer, to approve the Consent Agenda; all five voting "Aye", motion passed.

7) DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROCLAMATION DECLARING OCTOBER 5, 2023 AS GATESVILLE TEACHERS' APPRECIATION DAY (KEEGAN WEBB)

Mayor Chumley read the proclamation and presented it to Gatesville Elementary School Principal Keegan Webb. A photo was taken with Mayor Chumley and Ms. Webb.

RESOLUTION 2023-112: Motion by Meredith Rainer, seconded by Greg Casey, to approve the Proclamation declaring October 5, 2023 as Gatesville Teachers' Appreciation Day; all five voting "Aye", motion passed.

Mayor Chumley moved agenda items #10 through #12 forward on the agenda.

10) MAYOR CHUMLEY STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, WILL CONVENE IN A CLOSED MEETING ON THIS 26TH DAY OF SEPTEMBER, 2023 BEGINNING AT 5:39 P.M. AND ANNOUNCED THE SUBJECT TO BE DISCUSSED:

THIS CLOSED MEETING IS IN ACCORDANCE WITH 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

- A. Discussion regarding the zoning for 3909 SH 36 and the allowed uses.
- B. Discussion regarding the transfer of city property

11) MAYOR CHUMLEY RECONVENED THE OPEN MEETING AND STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, ENDED ITS CLOSED MEETING AT 6:28 P.M. ON THIS 26TH DAY OF SEPTEMBER, 2023

12) DISCUSSION AND POSSIBLE ACTION RESULTING FROM DISCUSSION DELIBERATED IN EXECUTIVE SESSION

RESOLUTION 2023-114: Motion by Joe Patterson, seconded by Claude Williams, to transfer the K-9 "Thor" from City ownership to a private individual, one Jason Yarbrough, and to approve said transfer of ownership; all five voting "Aye", motion passed.

8) DISCUSSION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF GATESVILLE TO ALLOW FOR ADJUSTMENTS TO THE GENERAL FUND REVENUES AND EXPENDITURES OF SEVEN HUNDRED EIGHTY -THREE THOUSAND FIVE HUNDRED DOLLARS (\$783,500); AND ALLOWING FOR ADJUSTMENTS TO THE AIRPORT FUND REVENUES AND EXPENDITURES OF ONE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$117,000); DECLARING A MUNICIPAL PURPOSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE (1ST READING OF ORD. 2023-06) (SCOTT ALBERT & MIKE HALSEMA)

Finance/HR Director, Mike Halsema explained that per the City's fund balance policy established as part of the fiscal and budget policies adopted September 13, 2022, that staff is proposing to amend the General Fund budget to allow for the transfer of excess revenues to the General Capital Fund to be able to cash fund projects. During fiscal year 23, the city received sales tax allocations 12.8% above budget.

Property tax and franchise fee revenues were also significantly above budget. The final reading of the Ordinance will be delayed until the meeting in November because the amount will probably change slightly due to waiting on true sales tax collections calculations as the sales tax collections run two (2) months behind.

The General Fund budget amendment will increase expense authority by \$783,500 to \$8,014,733.

The Airport Fund amendments are needed primarily because of the two (2) grant funded Capital Projects that were completed this last year as they weren't part of the original budget: AWOS replacement (75/25 agreement) and additional costs to the hangar replacements.

Airport Fund amendment will increase the expenditure authority by \$117,000 to \$155,950.

ORDINANCE 2023-06-01: Motion by Barbara Burrow, seconded by Greg Casey, to approve the first (1st) reading of Ordinance 2023-06 amending the Fiscal Year 2023 Budget; all five voting "Aye", motion passed.

9) DISCUSSION AND POSSIBLE ACTION REGARDING FINANCING WITH FIRST SECURITY FINANCE, INC. FOR MUSCO ATHELETIC FIELD LIGHTING (SCOTT ALBERT)

City Manager Albert said that this loan is for the purchase of Musco Lighting for athletic field lighting at Bob Arnold, James Box, and Chuck Hyles fields. The principal amount under consideration will not exceed \$800,000, and the maturity date is set no later than December 31, 2033. The proposed annual interest rate shall not exceed 5.35%. The initial rental payment is scheduled for October 1, 2024 which will be approximately \$102,000.00 per year and will be sourced from the Hotel Occupancy Tax funds.

The property finance act lease purchase agreement with First Security Finance, Inc. has been reviewed and approved by Victoria Thomas, special counsel.

There was discussion regarding the other three (3) fields and that they would most likely acquire new lighting, staggered every five (5) years. Also discussed was the actual placement of the lights close to the road on Arnold Field. Mr. Albert said that at the pre-construction meeting held today it was indicated that the lights will be three (3) feet from the fence. Construction will commence at the end of November.

RESOLUTION 2023-113: Motion by Joe Patterson, seconded by Barbara Burrow, to approve Resolution 2023-113 entering into a public property finance act lease purchase agreement with First Security Finance, Inc. for the purchase of athletic field lights at the Gatesville Sports Complex; Bob Arnold Field, James Box, Field, and Chuck Hyles Field; all five voting "Aye", motion passed.

13) ADJOURN MEETING AT 6:38 P.M. THIS 26TH DAY OF SEPTEMBER, 2023

ATTEST:

APPROVED:

Wendy Cole
City Secretary

Gary M. Chumley
Mayor



Consent Agenda: Resolution 2023-116

CITY COUNCIL MEMORANDUM

Date: October 10, 2023

To: Mayor & City Council

From: Wendy Cole, City Secretary

Agenda Item: Nomination of a candidate(s) for appointment to the Coryell Central Appraisal District Board of Directors.

Information:

It is once again that time for taxing units within the county to appoint five members to the Coryell County Appraisal District Board (CCAD). Each taxing entity may nominate one to five candidates for the CCAD Board of Directors via resolution before October 15, 2023.

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

Traditionally, the city nominates a candidate in coordination with the school district. This approach ensures that when it is time to cast our votes, we do so cooperatively, intending to have at least one representative on the Coryell Central Appraisal District Board who can effectively advocate for the interests of the City of Gatesville and the School District.

Upon submitting our nomination(s), the city will receive a ballot that includes all the nominees for the five positions on the CCAD Board. During a regularly scheduled council meeting, the council will cast our allotted votes for the preferred candidate(s). We must return our ballot to the CCAD by December 15th, and the results will be announced before December 31st.

Please note that City employees are ineligible to serve on the Board of Directors, but elected officials and residents who have resided in the area for a minimum of two years are eligible. Andy James currently serves as a member of the CCAD Board of Directors, and his term will expire at the end of this year. **The City of Gatesville staff has determined that it would be in the public's interest to nominate Andy James to the board of directors of the Coryell CAD, and Mr. James has agreed to be nominated once more.** Mr. James has been a lifelong resident of Gatesville, is employed in the Real Estate field, and actively participates in various local organizations.

Staff Recommendation:

The staff recommends that the City Council approve the nomination of Andy James as a candidate for the appointment to the Coryell Central Appraisal District Board of Directors.

Motion:

I make a motion to approve Resolution 2023-116 nominating Andy James as a candidate for the appointment to the Board of Directors of the Coryell Central Appraisal District.

Attachments:

Resolution 2023-116 nominating Andy James.

Staff Contacts: Wendy Cole, City Secretary wcole@gatesvilletx.com

RESOLUTION 2023-116
**BY THE CITY OF GATESVILLE TO NOMINATE A CANDIDATE FOR
 APPOINTMENT TO THE BOARD OF DIRECTORS OF THE CORYELL
 CENTRAL APPRAISAL DISTRICT**

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

WHEREAS, pursuant to Section 6.03(g) of the *Texas Property Tax Code*, City of Gatesville may nominate one candidate for each position to be filled on the board of; and

WHEREAS, the Chief Appraiser of Coryell CAD has delivered written notification to this Governmental Unit of its right to nominate a candidate or candidates for appointment to the board of directors and its voting entitlement; and

WHEREAS, City of Gatesville has determined that it would be in the public interest to nominate the following person as a candidate for appointment to the board of directors of the Coryell CAD,

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

1. That the above recitals are true and correct.
2. That the City of Gatesville hereby nominates the following person as a candidate for appointment to the board of directors of the Coryell CAD:

Candidate
Andy James

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

CITY OF GATESVILLE

By: _____
 Mayor, Gary M. Chumley

ATTEST:

By: _____
 City Secretary, Wendy Cole

Date: October 10, 2023



CONSENT AGENDA: Resolution 2023-117

CITY COUNCIL MEMORANDUM

Date: October 11, 2023

To: Mayor & City Council

From: Wendy Cole, City Secretary

Agenda Item: Discussion and possible action regarding a Resolution designating an official newspaper for the City of Gatesville for the Fiscal Year 2024

Information:

The Gatesville Messenger has always been the newspaper that the City of Gatesville has used to publish City Notices, Ordinances, or any other matter required to be published.

It is required by Local Government Code Chapter 52; Section 52.004 that cities must designate an official newspaper to publish required ordinances and notices as soon as practical after the beginning of each fiscal year.

The City of Gatesville’s Fiscal Year 2024 begins on October 1, 2023 and ends on September 30, 2024.

Financial Impact:

N/A

Staff Recommendation:

Approve Resolution 2023-117 designating the Gatesville Messenger as the official newspaper of the City of Gatesville for Fiscal Year 2024

Motion:

I make the motion to approve Resolution No. 2023-117, designating the Gatesville Messenger as the official newspaper of the City of Gatesville for Fiscal Year 2024

Attachments:

Resolution No. 2023-117

Staff Contacts:

Wendy Cole, City Secretary- wcole@gatesvilletx.com

RESOLUTION 2023-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, DESIGNATING THE GATESVILLE MESSENGER AS THE OFFICIAL NEWSPAPER OF THE CITY OF GATESVILLE, TEXAS FOR FISCAL YEAR 2024; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 52.004 of the Local Government Code provides that the City Council shall, as soon as practical after the beginning of each municipal year, designate a public newspaper of the city to be the official newspaper until another is selected; and

WHEREAS, the City Council of the City of Gatesville desires to officially designate the official public newspaper of the City for Fiscal Year 2024;

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

SECTION 1: The City Council of the City of Gatesville hereby designates The Gatesville Messenger, a public newspaper in and of the City of Gatesville, Coryell County, Texas, as the official newspaper of said City, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

SECTION 2: This resolution shall become effective immediately upon its passage.

PASSED AND APPROVED THIS 10TH DAY OF OCTOBER, 2023.

THE CITY OF GATESVILLE, TEXAS

Gary Chumley, Mayor

ATTEST:

Wendy Cole, City Secretary



Consent Agenda: Resolution 2023-118

CITY COUNCIL MEMORANDUM

Date: October 10, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Change Order No. 1 to the contract documents for the Mills Street Phase 2 Improvements Project No. 2-01657.

Information:

On May 9, 2023, the City Council awarded LC Paving & Construction a contract to install an 8-inch waterline along Mary Street, Barnes Street, and 18th Street. This water main will be connected to the existing waterlines. The project also involves removing and replacing the existing wastewater infrastructure along the project route, including replacing existing manholes. The responsibility for repaving the streets lies with the city.

The City Council approved the contract amount of \$661,645.00 on May 9, 2023.

Change Order No. 1 – Pending Approval:

Staff is requesting an amendment to the contract with LC Paving, authorizing the contractor to remove an existing 6-inch wastewater line at the cost of \$7.50 per linear foot, install a 6-inch wastewater main at \$44.00 per linear foot, and remove trees along the wastewater main corridor at the cost of \$8,500. This results in a total change order amount of \$18,285. The city will provide the pipe and a truck to remove the trees, and the city will assist in moving a portable shed placed within the wastewater main corridor.

Financial Impact:

Change Order No. 1 will increase the contract amount by \$18,285.00, increasing the total contract price to \$679,930.00

Staff Recommendation:

The staff recommends that the City Council approve Change Order No. 1 for the LC Paving & Construction contract, increasing the contract amount to \$679,930.00.

Motion:

I hereby motion to approve Change Order No. 1, increasing the LC Paving contract amount to \$679,930.00.

Attachments:

Change Order 1.

Change Order

No. 1

Date of Issuance: September 18, 2023 Effective Date: September 18, 2023

Project: Mills Street Water & Wastewater Improvements Phase 2	Owner: City of Gatesville	Owner's Contract No.: N/A
Contract: Mills Street Water & Wastewater Improvements Phase 2		Date of Contract: July 25, 2023
Contractor: LC Paving & Construction, LLC		Engineer's Project No.: 2-01657

The Contract Documents are modified as follows upon execution of this Change Order:

Description: City has requested that the 6-inch vitrified clay wastewater line from Barnes Street to Mills Street within a prescriptive easement placed from MH to MH with SDR -26 PVC supplied by the City of Gatesville. Contractor shall remove existing trees in the area of construction. City will remove the cleared material.

Attachments: (List documents supporting change):

Contractor has \$7.50/LF for pipe removal = 190 LF @ \$7.50/LF = \$1,425; \$44.00/LF labor to install piping - 190 LF @ \$44.00/LF = \$8,360.00; and a lump sum of \$8,500.00 for removal of trees.
 Total for this Change Order No. 1 is therefore = \$18,285.00

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$661,645.00</u> [Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. _____; <u>\$0.00</u> Contract Price prior to this Change Order: <u>\$661,645.00</u> Increase of this Change Order: <u>\$18,285.00</u> Contract Price incorporating this Change Order: <u>\$679,930.00</u>	Original Contract Times: Calendar days Substantial completion (days or date): <u>140</u> Ready for final payment (days or date): <u>150</u> [Increase] [Decrease] from previously approved Change Orders No. <u>NA</u> to No. _____; Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u> Contract Times prior to this Change Order: Substantial completion (days): <u>140</u> Ready for final payment (days): <u>150</u> Increase of this Change Order: Substantial completion (days): <u>21</u> Ready for final payment (days): <u>21</u> Contract Times with all approved Change Orders: Substantial completion (days): <u>161</u> Ready for final payment (days): <u>171</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>9/28/2023</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>10/2/23</u>
Approved by Funding Agency (if applicable): _____	Date: _____	

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



Consent Agenda: Resolution 2023-119

CITY COUNCIL MEMORANDUM

Date: October 10, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Change Order No. 2 and No. 3 to the contract documents for the Lovers Lane Water & Wastewater Improvements Project No. 2-01635.

Information:

On April 25, 2023, the City Council awarded a contract to B-Corp Utilities to replace the 6-inch water line along Lovers Lane with a 10-inch water line intended to serve as the eastern trunk line for the City’s water system. The project also includes replacing the clay tile sewer mains and reconstructing the Lovers Lane Street surface from Business 36 to Lowery Drive.

The City Council approved the contract amount of \$1,539,627.05 on April 25, 2023.

Change Order No. 1 – Previously Approved:

On July 25, the City Council approved Change Order No. 1 for an additional \$8,417.80, increasing the contract amount to \$1,548,044.85. This change order was deemed necessary due to discovering a previously unknown 2-inch water line. This unforeseen discovery necessitated an extension of the bore beneath Main (SH84) by twenty feet (20’), increasing the cost of the 18-inch steel bore and encasement.

Change Order No. 2 – Pending Approval:

The 10-inch water line has been realigned to the south, allowing for a more direct connection with the existing 10-inch waterline. This realignment reduces the amount of 10-inch waterline required by roughly 365 linear feet, resulting in a contract amount decrease of \$33,076.67. However, the realignment will require adding two extra 10-inch gate valves for \$8,177.46. Therefore, the net effect of Change Order No. 2 is a contract amount decrease of **\$24,899.21**, resulting in a new contract amount of \$1,523,145.64.

Change Order No. 3 – Pending Approval:

Since the city is tapping into a sixteen-inch water line instead of a twelve-inch one, it is necessary to remove the 10” x 12” inch tapping sleeve & valve from the project and replace it with a 10” x 16” tapping sleeve & valve, increasing the project costs by **\$17,286.00**. After implementing Change Order No. 3, the new contract amount will be \$1,540,431.64.

Financial Impact:

Change Order No. 2 will decrease the contract amount by \$24,899.21, while Change Order No. 3 will increase the contract amount by \$17,286.00.

Staff Recommendation:

The staff recommends that the City Council approve Change Orders 2 & 3, increasing the B-Corp Utilities contract amount to \$1,548,044.85. **The new contract amount of \$1,540,431.64 is \$804.59 more than the original contract amount approved by the City Council in April 2023.**

Motion:

I hereby motion to approve Change Orders 2 & 3, increasing the contract amount to \$1,540,431.64.

Attachments:

Change Orders 2 & 3.

Change Order

No. 2

Date of Issuance: Jul 25, 2023 Effective Date: Jul 25, 2023

Table with 3 columns: Project, Owner, Contract No., Date of Contract, Engineer's Project No.

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Due to realignment issues, the 10" Waterline alignment will change to the south to allow a more direct junction with the existing 10" waterline installed in the past. This will allow for a reduction in the length of 10" waterline of 365 linear feet. This shall also require an additional 2 10-inch Resilient Seat Gate Valves at a cost addition of 2 @ \$4,088.73.

Item No. 2.01 10-inch C-900 Class 150 Waterline shall have a deduction of \$33,076.67.

Item No. 2.02 Shall have an increase of \$8,177.46

Total increase in Contract Amount for this Change Order No. 2 is therefor \$24,899.21

Attachments: (List documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ 1,539,627.05

Original Contract Times: [] Working days x Calendar days
Substantial completion (days or date): 200 days
Ready for final payment (days or date): 210 days

[Increase] from previously approved Change Orders No. 0 to No. 1: \$8,417.80

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1: Substantial completion (days): 0 days
Ready for final payment (days): 0 days

Contract Price prior to this Change Order: \$1,548,044.85

Contract Times prior to this Change Order: Substantial completion (days or date): 200 days
Ready for final payment (days or date): 210 days

Decrease of this Change Order: \$24,899.21

Increase of this Change Order: Substantial completion (days or date): 2 days
Ready for final payment (days or date): 2 days

Contract Price incorporating this Change Order: \$1,523,145.64

Contract Times with all approved Change Orders: Substantial completion (days or date): 202 days
Ready for final payment (days or date): 212 days

RECOMMENDED: By: [Signature] Engineer (Authorized Signature) Date: 7/25/2023

ACCEPTED: By: [Signature] Owner (Authorized Signature) Date: 7-26-23

ACCEPTED: By: [Signature] Contractor (Authorized Signature) Date: 9/11/2023

Approved by Funding Agency (if applicable):

Date:

Change Order

No. 3

Date of Issuance: <u>September 8, 2023</u>		Effective Date: <u>September 8, 2023</u>
Project: <u>Lovers Lane Water & Wastewater Improvements</u>	Owner: <u>City of Gatensville</u>	Owner's Contract No.:
Contract: <u>Lovers Lane Water & Wastewater Improvements</u>		Date of Contract: <u>April 28, 2023</u>
		Engineer's Project No.: <u>2-01635</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Item 2.26 10" x 12" Tapping Sleeve & Valve - 1 EA @ \$10,305.00 will be deleted and replaced by 10" x 16" Tapping Sleeve & Valve on Steel Cylinder 16" Waterline -- 1 EA. @ \$27,591.00.

Item No. 2.26 10" x 12" Tapping Sleeve & Valve -- 1 EA @ \$10,305.00 shall be deducted.

Item No. 2.26 Revised 10" x 16" Tapping Sleeve & Valve on Steel Cylinder 16" Waterline -- 1 EA. @ \$27,591.00 for a total addition of \$17,286.00 to the Contract

Attachments: (List documents supporting change):

Contractor Proposal for Change in Item No. 2.26 -- 10" x 16" Tapping Sleeve & Valve for 16" Steel Cylinder Pipe via email

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>1,539,627.05</u>	Original Contract Times: <input type="checkbox"/> Working days x Calendar days Substantial completion (days or date): <u>200 days</u> Ready for final payment (days or date): <u>210 days</u>
Decrease from previously approved Change Orders No. <u>0</u> to No. <u>2</u> ; \$(<u>16,481.41</u>)	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> ; Substantial completion (days): <u>2 days</u> Ready for final payment (days): <u>2 days</u>
Contract Price prior to this Change Order: \$ <u>1,523,145.64</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>202 days</u> Ready for final payment (days or date): <u>212 days</u>
Increase of this Change Order: \$ <u>17,286.00</u>	Increase of this Change Order: Substantial completion (days or date): <u>5 days</u> Ready for final payment (days or date): <u>5 days</u>
Contract Price incorporating this Change Order: \$ <u>1,540,431.64</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>207 days</u> Ready for final payment (days or date): <u>217 days</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>9/7/2023</u>	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Date: <u>9-26-23</u>	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>9/11/2023</u>
--	---	--

Approved by Funding Agency (if applicable): _____ Date: _____



Consent Agenda: Resolution 2023-120

CITY COUNCIL MEMORANDUM

Date: October 10, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and potential action regarding scheduling one regular City Council meeting in November, December, and January.

Information:

It has come to my attention that, traditionally, the city only schedules one regular city council meeting in November and December due to the holiday season. I want to propose a similar approach for this year and include January. Therefore, I am requesting the approval of the governing body to authorize the posting of one regular meeting per month from November through January. Specifically, we would hold only one regular meeting on the following dates: November 14, December 12, and January 9.

Article 3, Section 3.09 of the City Code states that the City Council must convene at least one (1) regular meeting every month at a time to be determined for such gatherings. Additionally, it grants the Council the authority to hold additional meetings throughout the month as necessary for conducting the city's business and serving its citizens.

Staff Recommendation:

The staff recommends that the City Council approve holding only one regular in November, December, and January.

Motion:

I propose only scheduling one regular city council meeting in November, December, and January.

Attachments:

N/A

Staff Contacts:

Scott Albert, City Manager – salbert@gatesvilletx.com



Consent Agenda: Resolution 2023-121

CITY COUNCIL MEMORANDUM

Date: October 10, 2023
To: Mayor & City Council
From: Scott L. Albert, City Manager

Agenda Item: Discussion and consideration of accepting a petition from Krista Moreland for the voluntary annexation of approximately 135.03 acres, along with setting a public hearing date for the annexation.

Information:

Krista Moreland is formally requesting the City Council to annex approximately 135 acres of land along the borders of Old Pidcoke Road and F.M. Hwy 116. This annexation request has been initiated to enable the Moreland family to gain access to water and sewer services for a specific portion of their property. They intend to subdivide a section of this land into four 3.00-acre lots for residential purposes.

Following the successful annexation, the next step will involve rezoning the property. Initially, the entire property will be zoned as "AG" (Agricultural). Subsequently, a portion of it will undergo rezoning to align with the proposed residential plat.

It is important to note that under the Texas Local Government Code, once a city annexes an area, the city is prohibited from restricting the landowners' continued use of the land in a manner consistent with how it was being used on the date when the annexation proceedings were initiated.

Financial Impact:

Minimal property tax will be collected since the land will be zoned agriculture.

Staff Recommendation:

The staff recommends that the City Council accept the petition from Krista Moreland for the voluntary annexation of roughly 135.03 acres and set a public hearing date for the annexation on October 24, 2023, at 5:30 p.m.

Motion:

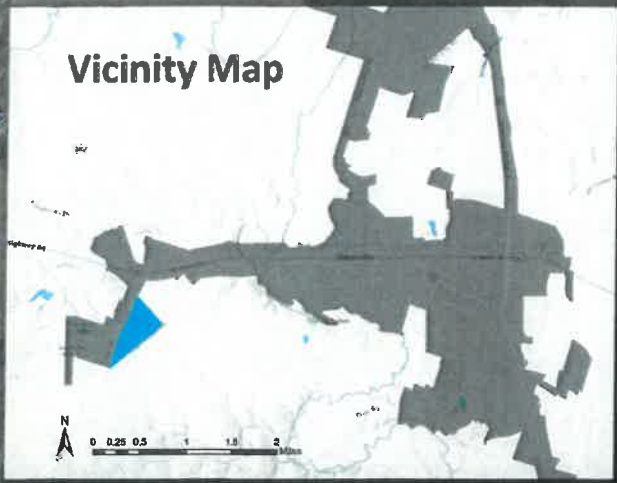
I hereby motion to accept the petition from Krista Moreland for the voluntary annexation of approximately 135.03 acres, along with setting a public hearing on October 24, 2023, at 5:30 p.m.

Attachments:

- Aerial map depicting the location of the property.

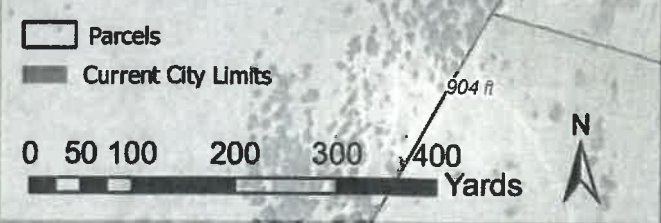
- Petition for voluntary annexation, includes a property legal description, property survey, and annexation service agreement.
- Email from Krista dated 10/05/23 declining a development agreement with the City of Gatesville.
- Annexation Calendar.
- Resolution accepting the voluntary annexation petition.
- Public Notice regarding the annexation.

Vicinity Map



Moreland Annexation

Legend



Petition for Voluntary Annexation to the City of Gatesville, Texas

I Krista Moreland, as the owner of the real property described in Exhibit A ("the Property"), which is attached to this petition and made a part of the petition by reference. A survey of the Property is attached to this petition as Exhibit B. The Property is currently vacant and without residents, or has fewer than three qualified voters residing thereon.

I hereby request that the City Council of the City of Gatesville, Texas annex the Property, as described and depicted in Exhibits A and B, to the City of Gatesville, Texas for all purposes. I understand that the Property lies wholly within the City's extraterritorial jurisdiction ("ETJ"), and that the land will be adjacent or contiguous to the city limits of Gatesville or an area subject to a non-annexation agreement when the City acts upon our petition. I further understand that a portion of the Property, or adjacent land that I own may already have been annexed by the City previously.

I additionally certify in this Petition that I have been offered a development agreement pursuant to section 43.016 of the Texas Local Government Code and have declined said offer. I hereby further agree, consent and do hereby enter into an annexation agreement with the City of Gatesville to receive those municipal services, and, agree to the effective dates as indicated on the service plan, which is attached hereto and incorporated herein as set forth in full as Exhibit C.

If there be defects in the legal description of the Property, I hereby authorize the City of Gatesville to make such corrections in the legal description as may be necessary to annex the Property, or to annex the Property by map reference or other description that suffices by law.

I represent that I am the sole owner of the Property or have been authorized by all other owners of the Property to petition for voluntary annexation of the land in their behalf.

Krista Moreland
Property Owner

10/16/2023
Date

NA
Property Owner

NA
Date

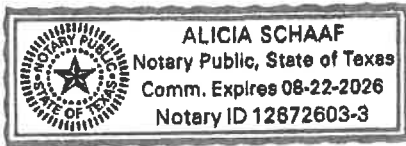
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF CORYELL §

SWORN AND SUBSCRIBED TO BEFORE ME, by Alicia SchAAF, who acknowledges that he signed the foregoing Petition for Voluntary Annexation to City of Gatesville on the date above written as his own act and deed.

To certify witness my hand and seal of office on this the 6 day of Oct, 2023.



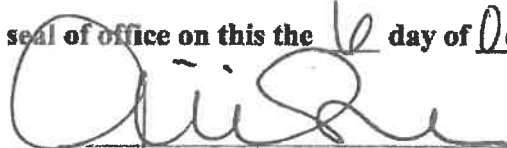

Notary Public in and for the State of Texas

EXHIBIT "A"
[Property Legal Description]

Maples & Associates, Inc.

www.maplesinc.com • P.O. Box 893 • Lampasas, Texas 76650 • (512) 558-2078 • (512) 558-0500 fax • Firm No. 10097700

Being 135.03 acres of the William Suggett Survey, Abst. No. 912 in Coryell County, Texas, and being part of a 156.2 acre tract of land described in a deed from Rebecca Berry to Krista Ann Moreland, dated June 14, 2021, recorded as Doc. No. 339484 of the Official Public Records of Coryell County, Texas; said 135.03 acres being more particularly described as follows;

BEGINNING at a 5/8 inch iron pin with cap marked "RPLS 4327" found at a fence corner on the northwest line of Old Pidcoke Road for the occupied east corner of said 156.2 acre tract and the south corner of a five acre tract of land described in a deed to Troy Chasteen, et al, recorded as Doc. No. 174773 of said official public records;

THENCE with the fenced northwest line of said Old Pidcoke Road as follows;

South 50° 05' 29" West, 736.15 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

South 49° 54' 59" West, 1382.11 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

South 49° 47' 30" West, 1751.37 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set at a fence corner on the north line of Airport Road;

THENCE North 73° 11' 29" West, with the fenced north line of said Airport Road, 254.31 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set on the east right of way line of F.M. Hwy. 116;

THENCE with the east right of way line of said F.M. Hwy. 116 as follows;

North 16° 25' 50" East, 2271.14 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

North 15° 16' 50" East, 425.10 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;


910.37 feet clockwise along the arc of a circular curve with a radius of 5669.58 feet (long chord = North 19° 52' 50" East, 909.39 feet) to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set;

North 24° 28' 50" East, 986.37 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set on the northeast line of said 156.2 acre tract for the west corner of a 1.5 acre tract of land described in a deed to Donna Faye Gummelt, recorded as Doc. No. 194712 of said official public records;

THENCE South 42° 03' 23" East, with the northeast line of said 156.2 acre tract, with the southwest line of said 1.5 acre tract, and along the general course of a fence, 457.20 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set; for the south corner of said 1.5 acre tract and the west corner of an 80 acre tract of land described in a deed to Brenda Joyce Marwitz, as recorded in Vol. 568, Page 80 of said official public records;

THENCE South 41° 57' 52" East, with the northeast line of said 156.2 acre tract, with the southwest line of said 80 acre tract, and along the general course of a fence, 1216.91 feet to a 1/2 inch iron pin with cap marked "MAPLES RPLS 5043" set for the south corner of said 80 acre tract and the west corner of said five acre tract;

THENCE South 42° 01' 24" East, with the northeast line of said 156.2 acre tract, with the southwest line of said 80 acre tract, and along the general course of a fence, 912.29 feet to the PLACE OF BEGINNING, as surveyed on the ground on September 7, 2023, by MAPLES & ASSOCIATES, INC., and as shown on an accompanying plat of even survey date herewith.


Paul W. Maples, RPLS
©2023 All rights reserved.



Job No. 230521

EXHIBIT "B"
[Property Survey]

EXHIBIT "C"
ANNEXATION SERVICE PLAN AGREEMENT

For land described in Ordinance No. _____, effective on the date of annexation, the following services are to be provided as set forth below:

1. POLICE PROTECTION

The City of Gatesville, Texas will provide police protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Gatesville, Texas, with similar topography, land use and population within the newly annexed area.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Gatesville, Texas will provide fire protection and ambulance service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Gatesville, Texas, with similar topography, land use and population with the City.

3. SOLID WASTE COLLECTION AND RECYCLING PROGRAM

At the present time the City of Gatesville, Texas, is using a designated, specified contractor for collection of solid waste and refuse and a recycling program within the city limits of the City of Gatesville, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection and recycling program will be provided to citizens in the newly annexed area to the extent that the City's contractor has access to the area to be serviced. Also, periodic community wide roll-off disposal of hazardous household waste will be available.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water or waste water facilities owned or maintained by the City of Gatesville, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Gatesville, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Gatesville, Texas, to the extent of its ownership.

5. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the City of Gatesville, Texas, or which are owned by the City of Gatesville, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Gatesville, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Gatesville, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of Gatesville, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City of Gatesville, Texas.

7. MAINTENANCE OF MUNICIPALLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Gatesville, Texas, is not aware of the existence of any municipally owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such municipally owned facility, building or municipal service does exist and are public facilities, the City of Gatesville, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Gatesville, Texas.

8. CAPITAL IMPROVEMENTS

A. GENERAL

The City provides water and wastewater treatment facilities and major distribution and collection facilities to areas within the City for which the City is authorized to provide such services (this does not include areas for which a certificate of convenience and necessity has been issued to a special district or other water provider). The City does not extend water distribution or wastewater collection mains at its own cost to new developments as part of its municipal services; instead, property owners are expected to bear such costs. Water and wastewater mains will be extended only on an as needed basis when development applications or subdivision plats that require urban-level supporting services are submitted to the City in accordance with the City's subdivision and development ordinances. Once such developments begin to occur, the City also may adopt capital improvements plans for additional treatment or major distribution or collection facilities to serve the area, while property owners must pay for the mains necessary to serve their land.

B. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City Council of the City of Gatesville, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical services. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Gatesville, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of fire, police and emergency services provided within the corporate limits of the City.

C. WATER FACILITIES

The area to be annexed shall be annexed into the City of Gatesville Certificate of Convenience and Necessity ("CCN") and water will be provided by the City. Capital improvements are not necessary to provide full municipal services for water.

D. WASTEWATER FACILITIES

The City Council of the City of Gatesville, Texas, has determined that, given the current expected development in the next ten (10) years within the area to be annexed, if such development concerning the extension or expansion of wastewater facilities will be in accordance with the City's utility policies as generally set forth in section 8.A. of this Plan, in the City's development regulations, and the service plan. Upon connection to existing mains, sewer will be provided at rates established by the City.

E. ROADS AND STREETS

Within 2 ½ years, the City of Gatesville, Texas, with a cooperative effort of the City's designated utility company, will undertake to provide the same degree of road and street lighting as is provided in areas of similar topography, land use and population density within the present corporate limits of the City of Gatesville, Texas. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density as the annexed property. The City has determined that there are no current or proposed developments within the area to be annexed that require construction of supporting collector or arterial streets. As development occurs in the future, developers will be required pursuant to the ordinances of the City of Gatesville, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Gatesville, Texas, for street dedication and construction. City participation in capital expenditures will be in accordance with generally applicable city policies. Once urban-level developments begin to occur, the City also may adopt road improvements plans to serve the area, and the service plan may be amended under such circumstances. The City may also plan road improvements that are necessary to serve the area being annexed into the City.

SPECIFIC FINDINGS

The City Council of the City of Gatesville, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

The City Council of the City of Gatesville, Texas further finds that there are areas within city limits with similar characteristics of topography, land utilization and population density that have service levels similar to those proposed in this service plan. Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be

provided in the newly annexed area may differ somewhat from services provided other areas of the City of Gatesville, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Gatesville, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Gatesville, Texas who reside in areas of similar topography, land utilization and population.

APPROVED ON THIS _____ DAY OF _____, 2023.

CITY OF GATESVILLE, TEXAS

APPROVED:

GARY CHUMLEY, MAYOR

ATTEST:

WENDY COLE, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, SPECIAL COUNSEL

Wendy Cole

From: James Moreland [REDACTED]
Sent: Thursday, October 5, 2023 11:21 AM
To: Scott Albert; Krista Moreland
Subject: Re: Development Agreement

I Krista Ann Moreland decline the development agreement with the City of Gatesville. Thank you.

[Sent from the all new AOL app for iOS](#)

On Thursday, October 5, 2023, 9:35 AM, Scott Albert <salbert@gatesvilletx.com> wrote:

Hello James & Krista,

I hope all is going well for you.

Next week's city council agenda will include a resolution for the council to consider the acceptance of your voluntary annexation petition and the scheduling of a public hearing regarding the voluntary annexation. However, there are a few matters that require clarification from you before the city council can proceed with your voluntary annexation petition.

Since you have initiated contact with the city regarding the potential voluntary annexation of a 135.03-acre parcel of land situated in the William Suggett Survey, Abst. No. 912, within Coryell County, Texas. This land forms a part of a larger 156.2-acre tract, as conveyed from Rebecca Berry to Krista Ann Moreland on June 14, 2021, and duly recorded as Doc. No. 339484 in the Official Public Records of Coryell County, Texas. In accordance with Texas Local Government Code sections 43.016 and 212.172, the City is obligated to and hereby extends an offer to draft and present a development agreement pertaining to this property. This agreement would secure its inclusion within the City's extraterritorial jurisdiction for a duration of 5 years. At the culmination of this period, the development agreement would serve as a formal petition for voluntary annexation.

We kindly request your response to indicate whether you accept or decline this offer for a development agreement.

Scott L. Albert

City Manager

803 E. Main Street

Gatesville, TX 76528

Office: 254-865-8951

Cell: 254-290-0545

Email: salbert@gatesvilletx.com

www.GatesvilleTx.com



The content of this email is confidential and intended for the recipient specified in the message. This also applies to any files attached to it. It is strictly forbidden to share any part of this message with any third party without the written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion so that we can ensure such an error does not occur in the future. A "Reply to All" of this email could lead to violations of the Texas Open Meetings Act.

Gatesville – Berry Voluntary Annexation

Date	Action
Anytime before Oct 10, 2023	Offer section 43.016 development agreement and Berry's decline it in writing (also stated in the petition I prepared) Negotiate and execute a written Service Plan for the annexed property
Oct. 10, 2023	City Council resolution accepting voluntary annexation petition and setting date for public hearing. The remainder of the dates assume the Council sets the public hearing for September 26, 2023
Before the notice In newspaper	Provide written notice to school districts and public entities providing services to the property
Oct 14, 2023	Publish notice of the public hearing in the newspaper and post continuously pm City website until hearing concluded
Oct. 24, 2023	Conduct Public hearing and adopt annexation ordinance
After Oct. 24	Make required post-annexation notifications (TxDOT re: moving city limits signs On state highways; Texas Comm'n on Fire Protection regarding insurance ratings For newly annexed area; Texas Comptroller's Office to ensure City receives sales Tax generated in newly annexed area; appraisal district(s) re: new boundaries (Tax Codde 607) Update city map to include the annexed territory (TLGC 41.001)
By Oct 25, 2023	File certified copy of annexation ordinance in Office of the County Clerk (TLGC 41.0015)

RESOLUTION NO. 2023-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, ACCEPTING A VOLUNTARY ANNEXATION PETITION AND AUTHORIZING AND SETTING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE CONTEMPLATED ANNEXATION DESCRIBED THEREIN; AUTHORIZING AND DIRECTING CITY STAFF TO PUBLISH NOTICE OF SUCH PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gatesville has received a petition for voluntary annexation for the Annexation Area described and depicted in said petition which is attached hereto as Exhibit "1" from Krista Ann Moreland; and

WHEREAS, the Gatesville City Council believes it is in the best interest of the City to annex certain properties into the City of Gatesville; and

WHEREAS, the Annexation Area is adjacent to and within the extraterritorial jurisdiction of the City of Gatesville, Texas, under the terms of Chapter 43 of the Texas Local Government Code; and

WHEREAS, the Annexation Area is economically and geographically within the natural growth pattern of the City of Gatesville, Texas, and adaptable for future development under the master development plan for the City; and

WHEREAS, the Gatesville City Council wishes for all interested persons to be heard in a manner prescribed by state law before said annexation action is considered; and

WHEREAS, the Gatesville City Council wishes to inform all citizens and interested persons so that the impacts of said annexation are well understood by all interested parties prior to a final decision to annex the Annexation Area;

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

SECTION 1. The City Council of the City of Gatesville hereby accepts the petition for voluntary annexation submitted by Krista Ann Moreland, attached hereto and incorporated herein by this reference as Exhibit "A", for the annexation area being described and depicted in exhibits A and B to the petition (the "Annexation Area").

SECTION 2. On the 14th day of November 2023, at the regular called City Council meeting at 5:30 p.m., in the Gatesville City Hall, 110 North 8th Street, Gatesville, Texas, the Gatesville City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed voluntary annexation by the City of Gatesville, Texas, of the

Annexation Area described and depicted in the Annexation Petition attached hereto as Exhibit 1, more particularly in Exhibit "A" and Exhibit "B" of said Annexation Petition.

SECTION 3. City Staff is hereby authorized and directed to cause notices of such public hearings to be published on the City's website and in a newspaper having general circulation in the City and in the above-described Annexation Area not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearings, all in accordance with Chapter 43 of the Texas Local Government Code.

SECTION 4. City Staff is hereby directed to prepare a service plan for the proposed Annexation Area and make said service plan available for public review in the Gatesville City Hall on or before November 14, 2023.

SECTION 7. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, on this the 10th day of October 2023.

CITY OF GATESVILLE, TEXAS

APPROVED:

Gary Chumley, Mayor

ATTEST:

Wendy Cole, City Secretary

APPROVED AS TO FORM:



Victoria W. Thomas, Special Counsel
4870-4316-4804, v. 1

EXHIBIT "A"
[Annexation Petition]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

Upon the Petition of the Property Owners, the City of Gatesville, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

135.03 acres of the William Suggett Survey, Abst. No. 912, Coryell County, Texas, and being part of a 156.2 acre tract of land described in a deed from Rebecca Berry to Krista Ann Moreland, dated June 14, 2021, recorded as Doc. No. 339484 of the Official Public Records of Coryell County, Texas

A public hearing will be held by and before the City Council of the City of Gatesville, Texas on the 14th day of November, 2023 at 5:30 o'clock in the City Council Chamber of the City Hall of the City of Gatesville, Texas, 110 North 8th Street, Gatesville, Texas, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

By order of the City Council of the City of Gatesville, Texas this the 10th day of October, 2023.

Gary Chumley, Mayor

ATTEST:

Wendy Cole, City Secretary



Other Business Agenda Item # 9

CITY COUNCIL MEMORANDUM

Date: October 10, 2023

To: Mayor & City Council

From: Scott Albert, City Manager & Mike Halsema, Finance & HR Director

Agenda Item: Discussion and possible action regarding amending the FY 2022-23 Budget.

Information:

During fiscal year 23, the city received sales tax allocations 12.8% above budget. Property tax and franchise fee revenues were also significantly above budget. We anticipate overall revenues to exceed budget by 10%. Per our fund balance policy established as part of the fiscal and budget policies adopted September 13, 2022, staff is proposing amending the General Fund budget to allow for the transfer of excess revenues to the General Capital Fund. The General Fund had an unassigned fund balance of \$2,446,610 for FY22 year balance. By transferring excess revenues at year end and maintaining the fund balance at current levels, the fund balance would equal 31% of FY22 yearend expenditures. The Airport Fund received grants for the AWOS replacement. The total cost of the AWOS replacement was \$103,500, completed in April 23. The city received \$77,626 in reimbursements under the 75/25 agreement. Several hangars were destroyed by a windstorm in 2021 and were rebuilt with insurance proceeds in the fall of 2022. Additional work was required in December requiring an additional 13,500 in reconstruction costs. Neither the additional hangar work or the AWOS were included in the FY23 airport budget. These additional expenses total \$117,000.

Financial Impact:

The General Fund budget amendment will increase expense authority by \$783,500 to \$8,014,733. The Airport Fund amendment will increase the expenditure authority by \$117,000 to \$155,950.

Staff Recommendation:

The staff recommends that the city council approve the Ordinance amending the FY23 budget.

Motion: I move to approve the second reading of Ordinance 2023-06, amending the Fiscal Year 2023 budget

Attachments:

Ordinance 2023-06.

Staff Contacts:

Scott Albert, City Manager salbert@gatesvilletx.com

Mike Halsema, Finance & HR Director mhalsema@gatesvilletx.com

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF GATESVILLE TO ALLOW FOR ADJUSTMENTS TO THE GENERAL FUND REVENUES AND EXPENDITURES OF SEVEN HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$783,500); AND ALLOWING FOR ADJUSTMENTS TO THE AIRPORT FUND REVENUES AND EXPENDITURES OF ONE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$117,000); DECLARING A MUNICIPAL PURPOSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2022-05, the City Council of GATESVILLE, Texas, approved the Fiscal Year 2022-23 Budget; and

WHEREAS, the City of GATESVILLE desires to increase funding in the General Fund and Airport Fund; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS AS FOLLOWS:

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

SECTION 2. The Fiscal Year 2022-23

Budget is hereby amended by the City Council as follows: to allow for an adjustment to the General Fund of \$783,500, increasing revenues and appropriations. To allow for an adjustment to the Airport Fund of \$117,000, increasing revenues and appropriations.

SECTION 3. This Ordinance shall be filed with the City Secretary, who is directed to attach a copy of this Ordinance to the Fiscal Year 2022-23 Budget.

SECTION 4. This Ordinance was approved by at least three members of the City Council as required by Section 3.10 of the City Charter.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of GATESVILLE, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 6. It is officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and the public notice of the time, place and purpose of this meeting was given as required by law.

SECTION 7. This Ordinance shall become effective immediately upon its passage and

approval.

The foregoing Ordinance No. 2023-06 was read the first time and passed to the second reading this 26th day of September, 2023.

The foregoing Ordinance No. 2023-06 was read the second time and passed to the third reading this 10th day of October 2023.

The foregoing Ordinance No. 2023-06 was read the third time and was passed and adopted as an Ordinance to the City of Gatesville, Texas, this 14th day of November, 2023.

BY: _____
GARY M. CHUMLEY, MAYOR

ATTESTED:

APPROVED AS TO FORM AND SUBSTANCE:

WENDY COLE
CITY SECRETARY

CHARLES D. OLSON
CITY ATTORNEY



Other Business Agenda Item #10

CITY COUNCIL MEMORANDUM

Date: October 10, 2023

To: Mayor & City Council

From: Mike Halsema, Finance & HR Director

Agenda Item: Discussion and possible action regarding re allocating bond proceeds from the 2020 CO's for the Mills Street Phase 2 project.

Information:

The City issued \$2.57 million of debt in 2020 to install a system wide Automated Metering Infrastructure. The City contracted with Ameresco to install the meters and related meter reading infrastructure. The project was completed in July of 2021. Due to some technical issues, the total number of meters installed was less than the original contract resulting in excess bond proceeds. After consulting with our Financial Advisors (SAMCO), the bond covenants allow for the use of funds for other utility system improvements. Bond proceeds cannot be used for current O & M expenditures. Staff is recommending the reallocation of the remaining 2020 CO proceeds to Mills Street Phase 2 project. The remaining proceeds are \$133,605 as of August 31st. The Mills Street Phase 2 project was budgeted with current utility system revenues as the funding source. Reallocating the bond proceeds will free up current resources for any unforeseen utility issues.

Financial Impact:

Re allocating the 2020 CO excess proceeds will allow for greater flexibility to address issues in the utility system.

Staff Recommendation:

The staff recommends that the city council approve the reallocation of excess 2020 CO bond proceeds for the Mills Street Phase 2 project.

Motion: I move to approve the reallocation of excess 2020 CO bond proceeds for the Mills Street Phase 2 project.

Attachments:

N/A

Staff Contacts:

Mike Halsema, Finance & HR Director mhalsema@gatesvilletx.com



Other Business Agenda Item # 11

CITY COUNCIL MEMORANDUM

Date: October 10, 2023
To: Mayor & City Council
From: Scott Albert, City Manager & Mike Halsema, Finance & HR Director
Agenda Item: Discussion and possible action regarding adjusting solid waste fees.

Information:

The solid waste agreement with Waste Management executed in December of 2022 provides for an annual CPI and fuel adjustment in Section 8. The City was notified of the adjustment by Waste Management of the adjustment effective December 1, 2023. Per the calculations specified in the agreement, the rates are increasing 9.73%. Residential cart service will increase from \$20.61 to \$22.62, and the At Your Door service remains at \$1.40 per month. Combined, the new total residential service will increase by \$2.01 to \$24.02 per month. Commercial dumpsters will increase by 9.73% as well.

Financial Impact:

	Residential		
	Current	Adjusted	Increase
Cart Service	\$ 20.61	\$ 22.62	\$ 2.01
At Your Door	\$ 1.40	\$ 1.40	\$ -
Total	\$ 22.01	\$ 24.02	\$ 2.01
Additional cart	\$ 5.00	\$ 5.49	\$ 0.49

Staff Recommendation:

The staff recommends that the city council approve the Ordinance adjusting the solid waste collection fees effective December 1, 2023.

Motion: I move to approve Ordinance 2023-07, adjusting the solid waste fees in Chapter 18.

Attachments:

Ordinance 2023-07

Staff Contacts:

Scott Albert, City Manager salbert@gatesvilletx.com
Mike Halsema, Finance & HR Director mhalsema@gatesvilletx.com

ORDINANCE NUMBER
2023-07

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS REPEALING SOLID WASTE FEES IN CHAPTER 18, FEES OF THE CODE OF ORDINANCES OF THE CITY OF GATESVILLE; ADOPTING A NEW SOLID WASTE FEE SCHEDULE FOR THE CITY OF GATESVILLE; AND PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY the City Council of the City of Gatesville, Texas as follows:

Section 1. Chapter 18 (Fees) Solid Waste Fees of the City of Gatesville, Texas Code of Ordinances is repealed.

Section 2. The Fee Schedule that is attached as Exhibit A to this ordinance is hereby adopted and shall be placed into Chapter 18 of the Code of Ordinances of the City of Gatesville.

The foregoing Ordinance No. 2023-07 was read the first time October 10th, and passed to the second reading on the 24th day of October, 2023.

The foregoing Ordinance No. 2023-07 was read the second time on October 24, and passed to the third reading on the 14th day of November, 2023.

The foregoing Ordinance No. 2023-07 was read the third time and was passed and adopted as an Ordinance of the City of Gatesville, Texas this 14th day of November, 2023 and will take effect December 1, 2023.

THE CITY OF GATESVILLE, TEXAS

Gary M. Chumley, Mayor

ATTESTED:

Wendy Cole, City Secretary

APPROVED AS TO FORM AND SUBSTANCE

Charles D. Olson, City Attorney

Exhibit A

Chapter 18

Solid Waste	
Monthly service charge for garbage, refuse, trash and recycling collection and disposal for a family unit (any one family residence or apartment, or any other single-family dwelling)	\$22.62
Monthly Additional Trash or Recycle Cart (each)	\$5.49
Monthly At Your Door household hazardous waste service	\$1.40
Monthly service charges for garbage, refuse, trash and rubbish collection and disposal for multi-dwelling owners and mobile home park owners who pay the garbage and trash collection charges for their tenants	\$22.62 times the number of apartments or mobile home spaces
Monthly service charges for small commercial customers who do not use dumpsters	\$27.76
Monthly service charge for commercial customers who do use dumpsters	See table below

Dumpster Rate Schedule

Size of dumpster	Frequency of Pickups per Week				
	1	2	3	4	5
2 yd	\$101.41	\$145.02	\$210.28	\$252.36	\$282.64
3 yd	\$118.21	\$216.65	\$325.20	\$384.31	\$448.80
4 yd	\$166.31	\$257.78	\$350.55	\$445.17	\$534.29
6 yd	\$205.25	\$369.60	\$560.47	\$689.38	\$820.34
8 yd	\$267.68	\$443.27	\$663.13	\$822.62	\$977.95

Commercial unit unusual accumulation/overage charge \$150 per dumpster overage



Other Business Agenda Item #12

CITY COUNCIL MEMORANDUM

Date: October 10, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action ratifying the Bureau Veritas professional services agreement sign by the City Manager on September 26, 2023.

Information:

With the recent retirement of Robert Featherston, City Building Inspector, staff recommends the city retain a third-party firm to perform building inspection and plan review services. It has become increasingly more difficult in recruiting and retaining qualified and experienced staff for these roles. Many communities are turning to third-party firms for inspection and plan review services. Third party firms can provide services as needed or they can handle all inspection services for a city.

The City of Gatesville is in an ideal position today to transition to a combination of a third-party and in-house inspection and plan review services. By adding a third -party firm to our team, we gain access to a pool of seasoned professionals with extensive experience, knowledge, and the necessary certifications for building inspections and plan reviews.

On September 5, I informed the City Council about my intention to meet with Bureau Veritas (BV) to explore the possibility of having them review building plans for the city and provide support to Miguel Gamez in conducting building inspections.

Bureau Veritas (BV) is a global leader in quality assurance, health, safety, and environmental solutions, boasting a workforce of over 80,000 employees. Their staff possesses extensive experience in various project types, including educational, residential, commercial, industrial, and other projects. BV has established well-recognized best practices and state-of-the-art processes that consistently meet turnaround schedules, resulting in a remarkable 99% success rate at meeting review turnaround schedules. Some of these processes include:

- Comprehensive and formalized plan check procedures.
- Award-winning, web-based project tracking and controls.
- The use of electronic plan check to save time, money, and paper.

Building Plan Review:

BV stands as the largest plan review firm in the United States. They provide full-service code consulting and plan review services, covering a wide range of codes, including the International Building, Plumbing, Electrical, Mechanical, Fuel Gas, Energy Conservation, and Fire Codes as well as the National Electric Codes.

Building Inspections:

BV can provide building inspection services on a as needed basis or handle all the city’s inspection services. BV provides building inspection and plan review services for several jurisdictions in the Waco/Austin area. Some of these include; Bertram, Blanco, Brady, Crawford, Corsicana, Dripping Springs, Florence, Hamilton, Harker Heights, Horseshoe Bay, Hutto, Johnson City, Lakeway, Leander, Llano, Llano County, Lorena, Manor, Marble Falls, Marlin, McGregor, McLennan County, Milam County, Pflugerville, Rice, Riesel, Robinson, Rogers, Salado, Teague, Volente, Waco, West, Whitney, Williamson County, etc.

The staff is seeking City Council approval of a professional services agreement with Bureau Veritas. Under this agreement BV will assume responsibility for enforcing the City of Gatesville International Building Code, International Residential 1-2 Family Dwelling Code, International Mechanical Code, National Electrical Code, International Plumbing Code, Fuel Gas Code and Energy Code and reviewing building plans. The City will retain its position as the final interpretative authority, and the Certificates of Occupancy will be issued at the City’s discretion.

The BV professional service agreement has been reviewed by Victoria Thomas, special counsel.

Fees for BV services will be paid by the building/applicant requesting plan review and inspection services.

2,000 sq. ft. New Residential Home Plan Review & Permit:

City’s current rates.	\$400.00
Bureau Veritas rates.	\$1,056.00

5,000 sq. ft. Commercial Remodel

City’s current rates.	\$1,000.00
Bureau Veritas rates.	\$1,634.00

The BV rates above includes a 10% administration fee for the city.

Financial Impact:

By retaining BV, the city will not need to fill Robert's position, resulting in a savings of \$108,000 in salary and benefits for the city. Individuals seeking plan review and inspection services will be required to pay BV charges, along with a 10% administration fee. This fee is intended to cover the city's administrative costs associated with BV services.

Moreover, opting to retain a third party for reviewing building plans and conducting inspections will, at the very least, enable the city to allocate \$100,000 from its existing revenues to other purposes

Staff Recommendation:

The staff recommends that the City Council approve the attached Bureau Veritas professional services agreement, including an additional 10% administration fee to be collected on behalf of the city.

Motion:

I move to ratify the Bureau Veritas professional services agreement, which was signed by the City Manager on September 26, 2023, and to implement an additional 10% administration fee to be assessed on behalf of the city for services provided by Bureau Veritas.

Attachments:

- Bureau Veritas Statement of Qualifications.
- Bureau Veritas Professional Service Agreement.



**BUREAU
VERITAS**

BV BUILDING & INFRASTRUCTURE, FACILITIES DIVISION

STATEMENT OF QUALIFICATIONS

PLAN REVIEW, INSPECTION
& PERMIT TECHNICIAN SERVICES

TABLE OF CONTENTS

1. Firm Introduction	02
2. Service Capabilities & Qualifications	03
3. Relevant Project Experience	09
4. Contact List	11

BUREAU VERITAS 16800 GREENSPPOINT PARK DR., STE. 3005, HOUSTON, TX 77060
P 281.986.1300 | F 281.986.1325 | WWW.BVNA.COM

1. FIRM INTRODUCTION

Firm Background

Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with **over 80,000 employees**, Bureau Veritas has unparalleled expertise and resources to manage projects requiring a broad range of expertise across vast geographies. With operations in **140 countries and all continents**, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world.

Over the past number of years, Bureau Veritas has undergone several company acquisitions in order to grow our offerings. These acquisitions benefit our existing and future clients by increasing the level of support we can provide; diversifying our service offering; and enabling our teams to work together to cross train, tap into subject matter experts, and successfully support innovative and complex projects throughout the Western United States. Our combined team is excited to work together to better serve the built environment and to work towards safe solutions to new technology, building procedures, and alternate materials and methods.

What Sets Us Apart

We are ideally suited to provide plan review and inspection services because we possess:

Unparalleled Expertise

- Proven track record of providing services to 400+ agencies nationally
- Building and fire life safety consulting to multiple agencies in the State of Texas
- Municipal management and staff augmentation expertise
- Key staff who have helped to establish and implement the latest codes

Depth of Resources and Proximity to Meet Peak Workloads

- 50+ offices throughout the United States and staff located throughout the State of Texas to ensure responsiveness
- Registered engineers, ICC certified staff, and Texas State licensed experts dedicated to code compliance
- USGBC LEED review certifying body
- No private sector design work = no conflict of interest

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- Comprehensive and formalized plan check procedures
- First U.S. firm to achieve IAS Certification for third party accreditation (BV Plano, TX office)
- Award-winning, web-based project tracking and controls
- Electronic plan check to save time, money, and paper = a **GREEN** solution
- 99% success rate meeting review turnaround schedules

Putting the Right People to Work for You

We have extensive resources and a large pool of **licensed and certified experts** who are equipped to handle all of your needs. Our professionals have extensive experience in educational, residential, commercial, industrial, and other related projects of all sizes and complexities, allowing them to tailor solutions specifically to your needs.

2. SERVICE CAPABILITIES & QUALIFICATIONS

Building Department Plan Review

As the **largest plan review firm in the United States**, we provide full-service code consulting and plan review services for compliance with a variety of codes, including the International Building, Plumbing, Electrical, Mechanical, Fuel Gas, Energy Conservation, and Fire Codes, as well as the National Electric Codes as adopted by each jurisdiction. We have specific experience working through a variety of challenges, including (but not limited to) infill commercial development; adaptive reuse and change of occupancies of existing buildings; retrofit of un-reinforced masonry or soft-story buildings; large commercial shopping centers and mixed-use multi-family developments; live-work projects; and high tech, research, and development facilities.

BV personnel have performed and managed plan review for thousands of projects. Project types include high-rise hotels and office buildings; institutional occupancies (including jails, shipping facilities, and room additions); single-family tract and custom homes; tilt-up shells; tenant improvements; and infrastructure (roads, wet and dry utilities). Our staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Our large, licensed plan review staff enables us to manage numerous and complex projects simultaneously, as well as provide discipline-specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire, access, street, drainage, map, civil infrastructure).

We offer the following plan review and inspection services:

- Architectural, fire & life safety
- Structural
- Energy code
- Accessibility requirements, including:
 - Barrier free
 - Disabled access
 - Texas Registered Accessibility Specialist (RAS)
 - ADA
- Mechanical, electrical, and plumbing code
- Review and approval of alternative materials, design, and methods of construction

- Civil plans examination, including:
 - Grading and drainage
 - NPDES/SWPPP
 - Development
 - Infrastructure
 - Water and wastewater
 - Sewer
- Green building and LEED consulting

Plan Review Time Schedule

At your request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, we use electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to our professional excellence is the fact that we have provided services to many of our municipal clients since their incorporation. Because of our large pool of accessible resources, we can assemble experienced personnel in order to help with project schedule recovery when necessary. Our team maintains efficient turnaround times on all reviews as a key measurement of performance of our plan review services.

BV will also accommodate preliminary reviews to facilitate fast-tracked, or accelerated, projects. This aids with timely turnaround and enhances public relations. If applicants include designs that do not conform to the prescriptive requirements of the codes, the jurisdiction's designee will have final approval over the plan being reviewed. If requested, our staff will make recommendations for the resolution. We are also available to meet with agency staff or others as needed to discuss our findings.

2. SERVICE CAPABILITIES & QUALIFICATIONS



Electronic Plan Reviewing

Bureau Veritas provides an alternative solution to traditional plan checking. By utilizing Adobe Acrobat with electronic plan submittal and commenting, our plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed with tenant, designer, and plans examiner as needed to resolve issues quickly and efficiently.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the client also has access. Our staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are

sent to BV for approval stamps and signatures. Finally, these stamped and signed approved drawings are sent to the jurisdiction for permitting.

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the jurisdiction offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pickup of plans on a consistent basis. We will also utilize shipping courier at no additional cost to the jurisdiction.

Upon completion of each plan review, we will forward a copy of the correction list to both the jurisdiction and the applicant by mail. When corrected plans are resubmitted, we will either follow the previous procedure, or the applicant may schedule an office visit to go over any corrections in person. BV will forward completed plans once they are stamped and signed by BV staff. Our transmittal forms are customized for use unique to the specific jurisdiction.

2. SERVICE CAPABILITIES & QUALIFICATIONS

Building Inspection

At Bureau Veritas, we are client-focused and customize the work according to your specific needs. We can provide inspection services for a single project that presents unique complexities due to its construction or size, or we can provide enough staff to handle all inspection services for an entire jurisdiction. Our building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. Our inspectors are ICC certified and have extensive experience in the construction trades. Fast-tracked projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection teams also provide on-call building inspection services to cover staff vacation time, peak workloads, specialized inspection activities, and any other situations that may arise. These activities may include next-day inspections and same-day response to important or urgent requests.

Bureau Veritas will provide the client with ICC certified personnel to provide the following services:

1. Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for/ requiring of plan checks for electrical, plumbing, and mechanical code requirements.
2. Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems, conform to the applicable building codes, zoning ordinances, energy conservation, and accessibility requirements, including known local, city, state, and federal requirements.
3. Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
4. Bring to the attention of the jurisdiction for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
5. Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
6. Maintain a record of non-complying items and follow up to resolution of such items.
7. Inspect existing buildings for substandard, unsafe conditions, upon request.

Permit Technician Services

BV staff will work with the jurisdiction staff to seamlessly staff the public counter, issue counter permits, answer plan review or inspection questions, and assist the public with a high level of customer service. Our staff will be trained and proficient in the policies, procedures, and administrative and technical regulations of the jurisdiction. All staff members are familiar with various software systems and are able to answer questions pertaining to inspections, plan approvals, business license approvals, and certificates of occupancy.

Permit technician services may include:

- Interfacing with the public, internal staff, and related departments
- Review of permit applications for completeness
- Acceptance and routing of plans
- Calculation and/or fee collection
- Issuance of permits
- Review and issuance of counter permits, when authorized
- Maintenance of permit records
- Use of jurisdiction permitting programs and/or software, where applicable

2. SERVICE CAPABILITIES & QUALIFICATIONS

Building Department Administration and Special Project Management

Our experienced BV building official staff will work with the jurisdiction's management team to administer the building and safety or community development divisions. Our staff is familiar with the day-to-day building department operations, financial budget management, and political environment of a jurisdiction department. Our experienced building officials will participate in the project's design review sessions and pre-plan check code compliance meetings with permit applicants, as well as attend other required meetings for different types of large, special developments and other projects on behalf of the jurisdiction.

Fire Plan Review

Our staff will consult closely with the Fire Chief/Fire Marshal or this person's designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. Our proposed fire plan review engineers have specific experience working within multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including the Adopted National Fire Protection Standards (NFPA), the various state Health and Safety Codes, and U.L. Our experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures.

Bureau Veritas staff have reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA 72, and NFPA 101, among others. Example projects in which our reviewers have worked on in the State of Texas include residential and commercial projects for the City of Houston and the new Texas Rangers Ballpark Stadium in Arlington, TX among many others. All personnel assigned to the jurisdiction's project will have the necessary materials, resources, and training available to conduct plan reviews, including copies of applicable local amendments, policies, procedures, and forms.

Fire Inspections

BV can place an experienced fire inspector for a single project or to augment existing staff to cover staff vacations and other leaves of absence. We can even provide all fire inspection on a daily basis. Systems and components we inspect include (but are not limited to):

- Fire sprinklers, including systems beginning at property line, as directed
- Fire pumps
- Fire alarm systems
- Automatic suppression systems, including Halon, FM200, and CO2
- Hoods
- Duct extinguishing systems
- Exits
- Emergency lighting
- Voice evacuation systems
- Fire permit inspections

Additionally, we can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.

Engineering Plan Review Services

As a result of our extensive experience providing development review and processing services to public agencies, we are able to evaluate those qualities which are essential to providing effective review services.

Foremost among these are the following:

- A thorough command of the adopted design standards for drainage and streets, as well as NPDES-enhanced Clean Water Act requirements
- Clear, friendly, and articulate communication with the applicant

BV has developed a successful approach to providing development review services to achieve these goals.

2. SERVICE CAPABILITIES & QUALIFICATIONS

Plan Review Compliance Standards

As an initial step prior to beginning a review, our professional staff familiarize themselves with all city, state, and federal requirements applicable to the project. Requirements for civil infrastructure originate from multiple sources, including statutory requirements; local ordinances and design guidelines; federal requirements, including ADA and NPDES; state requirements; and the requirements of any affected utilities, districts, or agencies.

Civil infrastructure and site plans are reviewed for conformity to the following quality standards:

- Greenbook
- Geotechnical Report recommendations
- Conditions of Approval of the use permit or tentative map
- Municipal Code and local ordinances
- Jurisdiction's design guidelines and standard plans and specifications
- ADA accessibility standards
- NPDES C.3 requirements when applicable
- Environmental mitigation requirements
- Requirements of affected outside agencies and utility districts

Our professional plan reviewers provide a comprehensive assessment of the conformity of submitted improvement plans to these quality standards.

Improvement Plan Review Tasks

The following outlines our typical scope of services for the review plans:

- Check design for conformity to the approved tentative map and conditions of approval
- Evaluate the layout for consistency with the final map
- Review grading plans for consistency with the applicable drainage standards and grading ordinance
- Review for erosion and sediment control provisions
- Review horizontal and vertical alignment of streets for conformity to the applicable street design standards
- Check pavement structural section against geotechnical recommendations

- Review storm and sanitary sewer systems and hydrology/hydraulic calculations
- Review water distribution system for fire hydrant and valve spacing
- Check streetlight spacing and location for potential conflicts
- Review underground utilities for crossing clearances and conflicts
- Review for compliance with outside agency requirements
- Review quantities, estimates, and schedules

Prompt turnaround of quality plan reviews is the hallmark of our service. Ideally, the review process involves no more than two plan submittals, perhaps three under extraordinary circumstances. To achieve this, it is important for the plan reviewer to see the “big picture” during the approval process and to expedite the review, while assuring adherence to all adopted standards and requirements.

Development Review & Entitlement Processing

Accurate, Timely Civil Engineering Plan & Final Map Reviews

Facilitating land development projects requires a strong public-private partnership. Project momentum must be balanced with engineering, water quality, traffic, public safety, and final map plans that comply with applicable codes, requirements, and design standards. The various parties need impartial counsel from Registered Engineers and Land Surveyors, as well as quick turnaround review comments in a seamless manner.

Development review and entitlement processing involves working seamlessly with the public agency and developer in the preliminary planning stages to facilitate development agreements along with the review of civil engineering plans and maps for conformity with conditions of approval along with local and other applicable ordinances and standards. All work is performed under the direction of a Registered Civil Engineer or Land Surveyor. BV utilizes proven best practices, staff specialists, and comprehensive web-based tools to provide timely review, responsiveness, and accurate and detailed review comments.

2. SERVICE CAPABILITIES & QUALIFICATIONS



Planning and Community Development Services

The key to successful projects is choosing a planning firm with the skills and experience necessary to complete all tasks associated with a particular city. BV can be a trusted partner to a jurisdiction with regards to Planning and Community Development Services because of our approach, experience, and the capabilities we offer. Cities who work with us will receive the benefit of a local Texas firm with access to regional and national resources within the company. Our local staff possesses a vast array of experience and expertise in-house which includes CAD mapping for all planning elements, civil engineering when necessary, and planning proficiency of the highest level.

The following outlines our typical scope of services for the Planning and Community Development Services:

- Zoning application and request reviews and analysis
- Site plan applications and request reviews and analysis
- Primary plat applications and reviews
- Final plat applications and reviews
- Base map/zoning map updating
- 911 addressing
- Impact fee land use assumption planning

Flood/Floodplain Management

BV provides comprehensive inspection and review of projects proposed within the designated floodplain. We review plans for compliance with federal, state, and local adopted regulations and practices. Plan review will consider FIRM map designations; Flood Plain Elevation Certificate review; and any LOMA, LOMR, or CLOMRs appropriately approved for the proposed project. Floodplain resistant construction will be plan checked and inspected in accordance with adopted regulations and standards as well as any pertinent FEMA technical bulletins.

3. RELEVANT PROJECT EXPERIENCE



Village of Salado

Plan Review and Inspection Services

BV has been providing building and plan review and inspection services to the Village of Salado since 2006. The firm's inspector is retained by the Village under the designation of "Building Inspector" and "Department of Building Safety" and makes all inspections required or requested by the Village under appropriate ordinances and codes. The inspector reviews all building plans submitted to the Village upon request and makes written reports noting code compliance or any deviations from all inspections, and delivers a copy of such reports to the Village's office within two business days after the receipt of request for inspection. Additionally, the inspector may be called upon to perform the following services: Attend meetings of the Village Council, when requested by the Development Coordinator; Attend other public or private meetings involving inspection matters related to the duties performed under the agreement between the Village and the firm; Testify in court proceedings, including civil and criminal courts (excluding expert testimony and/or third party opinions). BV inspectors honor requests for inspection within one business day of receipt. With regards to plan reviews, construction document submittals are picked up within one business day upon notification. Reviewed plans and construction documents are returned no later than ten business days for commercial or multi-family construction projects.

City of Lockhart

Building Plan Review and Inspection Services

BV was selected in 2017 to provide Building Plan Review and Inspection services, Fire Plan Review and Inspection services, and Food Establishment Inspections for the City. Non-Structural Plan Review and Inspection services are conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Fire Safety services include Commercial and Single Family Fire Sprinkler System, Commercial Fire Alarm, Commercial Underground Fire Sprinkler System, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) and Commercial Above and Below Ground Fuel Storage Tank Plan Review and Inspections are conducted as required by the Jurisdiction's Fire Code.

City of Pflugerville

Plan Review and Inspection Services

BV performed plan review and inspection services for Stone Hill Town Center, located in Pflugerville, TX. This 196 acre master planned development has approximately 1,000,000 square feet of retail space and 5,100 feet of street frontage. The project also includes a luxury, multi-family project with 325 units, and is slated for hotel and professional offices as part of its future development.

City of Dripping Springs

Plan Review and Inspection Services

BV has performed plan review and inspection services for the City of Dripping Springs, TX since 2005 and for the Dripping Springs Independent School District since 2008. The City required the services of an inspection and plan review firm in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location, and maintenance of all commercial and residential buildings and structures within the City. BV has provided services to the City for hundreds of projects including numerous residential and commercial construction (gas stations, restaurants, retail stores, etc.) as well as projects such as kitchen additions and classroom conversions for the local schools.

3. RELEVANT PROJECT EXPERIENCE



Globe Life Field (Texas Rangers Ballpark)

Plan Review and Inspection Services

The Texas Rangers Major League Baseball team, in concert with the City of Arlington, Texas, endeavored to build a new stadium to accommodate a growing fan base, featuring state-of-the-art technology and the provision of climate controlled comfort for fans. The new ballpark, designed by HKS Architect, features a 5.5 acre retractable roof and a price tag of nearly \$1 Billion USD. The new ballpark is projected to accommodate over 40,000 fans and be complete in time for Opening Day 2020. The Texas Rangers and City of Arlington needed a code compliance team to serve as a one-stop-shop for building, fire, civil, and health code compliance. The high profile nature and complexity of the project requires cooperation, timely reviews, on-site representation, and close communication between the design team, construction team, owner, City, and code compliance consultant. Imperative to the Rangers organization and the City of Arlington is maintaining the project's schedule and budget. Bureau Veritas was selected, through a competitive bid process, to provide comprehensive building, fire, civil, and health plan review and inspection services. The firm's

team is comprised of local plan reviewers and inspectors who have experience working on complex, high profile projects throughout Texas.

City of Bertram

Public Works Services

BV was selected in 2020 to provide public works services including Inspection, Plan Review, and Technical Support. Inspection services include making site observations, writing correction notices and field reports, attending meetings, and answering inquiries in person or by phone. Plan Review services include verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues. Technical support services include being available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

4. CONTACT LIST

MANAGEMENT

Gus Guerrero, P.E., PMP, LEED AP

Chief Operating Officer

220 Technology Drive, Suite 100

Irvine, CA 92618

P 818.406.1495

E gus.guerrero@bureauveritas.com

Van Tran, C.B.O.

Vice President - Central & East

1000 Jupiter Road, Suite 900

Plano, TX 75074

P 972.244.4123

E van.tran@bureauveritas.com

Lawrence Crow

Business Development Manager

1000 Jupiter Road, Suite 900

Plano, TX 75074

P 682.226.5891

E lawrence.crow@bureauveritas.com

Ty Chapman, C.B.O., M.C.P.

Director of Operations - Central

Region

1000 Jupiter Road, Suite 900

Plano, TX 75074

P 469.853.9803

E ty.chapman@bureauveritas.com

Rocco Richardson

**Plan Review Manager - Central
Region**

1000 Jupiter Road, Suite 900

Plano, TX 75074

P 972.244.6943

E rocco.richardson@bureauveritas.com

**Michael "MO" Olson CBO, CFM,
I-2954**

Regional Director of Operations

Waco / San Antonio Area

1000 Jupiter Road, Suite 900

Plano, TX 75074

P 254.258.8171

E michael.olson@bureauveritas.com

AREA INSPECTORS

Michael Ramirez
Christopher Stahl
Bryan Ellis
Donny Carpenter
Abel Turner
Bryan Edds
Bradford Davis



**BUREAU
VERITAS**

16800 Greenspoint Park Dr., Ste. 300
Houston, TX 77060

P 281.986.1300 | F 281.986.1328

www.bvna.com



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Gatesville, Texas, ("Client"). BVNA and Client may each be referred to as a "party" and collectively as the "parties".

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with this Agreement including the agreed upon Scope of Services and Fee Schedule, attached hereto and incorporated herein by these references as Attachments "A" and "B" respectively.

WHEREAS, this Agreement and, with regard to each specific project, the project proposal submitted by BVNA and approved by Client govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA").

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. Initiation of Services: During the term of this Agreement, Client may call upon BVNA to perform specific work from the Scope of Services, Attachment "A" hereto, to be defined per project in accordance with the agreed upon fees (the "Services"). Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. Scope of Services: Attachment "A" sets forth the services which BVNA shall perform as defined on a per project basis.

3. Term. This Agreement shall remain in effect from the effective date of the Agreement, as defined herein, until terminated by written notice by a party to the other party at least thirty (30) days prior to the termination stated in such notice. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon the effective date of this Agreement and shall continue until all authorized work is completed or, at City's election, until termination of the Agreement. BVNA shall use commercially reasonable best efforts in performing services under the Agreement and any Companion Document, each of which is incorporated into this Agreement. Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; or ii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees, Attachment "B" and as set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law on all non-disputed amounts. If Client disputes any amount on a monthly billing, Client shall notify BVNA in writing of such dispute within seven (7) business days of receipt of such monthly billing. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the

coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing the Services shall be the property of Client and shall be provided to Client upon request; BVNA may retain a copy for its files. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in this Agreement or in the Companion Documents. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately caused by BVNA's negligent performance of services or breach of warranty under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise.

To the extent allowed by applicable law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the

negligence or willful misconduct of Client, its employees, or agents; or ii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of Client and/or BVNA (including its affiliates, employees, officers, directors and agents, collectively referred to in this paragraph as "BVNA") for all claims for negligence or negligent professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue for any legal proceeding arising under or in connection with the Agreement or the Services shall be in the state district courts of Coryell County, Texas.

19. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

20. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

21. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

22. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

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

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900

Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

23. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena, Texas Attorney General Opinion regarding a request for public information, or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy (in the case of a public information request, Client shall notify BVNA at the time Client submits a request for opinion to the Texas Attorney General so that BVNA may submit its position to the Attorney General prior to issuance of any opinion). This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

24. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

25. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

26. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly

agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

27. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

28. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

29. Entire Agreement: This Agreement, including the recitals stated above and all attachments hereto, constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon thirty (30) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) BVNA shall immediately cease work on all Services and Client shall provide BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remained in-progress upon the date that BVNA ceased work as directed by Client. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

31. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

32. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and

enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

33. Recitals and Attachments Incorporated. The recitals set forth above are true and correct and they, together with all attachments to this Agreement, are incorporated into this Agreement as through fully set forth herein.

34. Effective Date. This Agreement shall be effective on the date first signed by the authorized representatives of both parties.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and in the attachments hereto following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature: <i>Scott L. Albert</i>
Name:	Name: <i>Scott L. Albert</i>
Title:	Title: <i>City Manager</i>
Date:	Date: <i>9-26-23</i>
Address:	Address: <i>803 E. Main Gatesville</i>
Telephone:	Telephone: <i>254-865-8951</i>
Email:	Email: <i>salbert@GatesvilleTx.com</i>
DTQR	
Date	

ATTACHMENT A SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

**ATTACHMENT B
FEE SCHEDULE**

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address

Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential \$76.92 per address/building
Commercial and non-Single Family Residential \$125.00 per address/building/unit

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,200,000

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

4866-1923-3919, v. 1



Other Business Agenda Item 13

CITY COUNCIL MEMORANDUM

Date: October 10, 2023

To: Mayor & City Council

From: Scott L. Albert, City Manager

Agenda Item: Discussion and possible action regarding the Federal Emergency Management Agency (FEMA) Grant and the Park Project

Information:

In 2018, five years ago, the city experienced a significant rainfall event, receiving over nine inches of rain from October 13th through October 19th. This led to damage to the riverbank at Faunt Le Roy Park riverbank.

In 2020, Gatesville partnered with LJA Engineering to conduct an in-depth damage assessment. LJA's analysis estimated the repair cost for Faunt Le Roy Park's riverbank to be approximately \$1,360,727. FEMA endorsed LJA's cost assessment. However, the City decided not to accept FEMA's fixed-cost offer and instead opted to allocate the funds towards an "alternate project." This decision was based on the belief that restoring the area would not address the underlying issue – the ongoing risk of flooding due to the park's location in FEMA's designated floodway hazard zone.

On July 11, 2023, Rene Ochoa and Seth Phillips provided an update to the City Council on the Alternate Park project. **The purpose of this update was to seek guidance from the City Council on whether to utilize the FEMA funds for constructing the alternate park across from the recreation center or repairing the embankment at Faunt Le Roy Park.**

The City Council requested further details to address the following two questions:

1. After speaking to FEMA, what is the status of the current request?
 2. What is the impact on the project if the course is changed?
- On August 4, 2023, Rene received an email from TDEM stating that FEMA categorizes the proposed new park as an "Improved Project" rather than an "Alternate Project." The city initially submitted the new park to FEMA as an Alternate Project. Therefore, if the decision is made to proceed with the new park, it will need to be resubmitted as an "Improved Project," which could take 3-4 months to review.

- On August 18, 2023, an email from TDEM informed that if the city chooses to proceed with the new park, it will only receive \$918,491.35 from FEMA, as opposed to the original \$1,020,545.94 earmarked for Faunt Le Roy Park.
- Additionally, on August 04 ,2023, an email from TDEM was sent to Rene, stating that the city can proceed immediately with improvements to Faunt Le Roy Park, FEMA’s approved Scope of Work.

Therefore, if the City Council decides to proceed with the park, the following considerations apply:

1. The project must be resubmitted as an “Improved Project” to FEMA, with a review period of 3 to 4 months.
2. The city will experience a funding reduction of approximately \$102,000.

However, if the choice is made to repair the embankment at Faunt Le Roy Park:

1. An approved Scope of Work is already in place, and work can commence immediately.

The staff is seeking guidance from the City Council on how they wish to proceed with the allocation of FEMA funds.

Financial Impact:

New Park

75% Federal Funding \$918,491.35

25% Local Match \$442,236.00*

Faunt Le Roy Park

75% Federal Funding \$1,020,545.00

25% Local Match \$340,181.00*

* It is important to note that the final cost for either project chosen by the City Council may exceed the listed amount, leading to an increase in the city’s match funding.

Recommendation:

The City Manager and Director of Planning recommend that the City Council proceed with the Faunt Le Roy Park embankment improvements.

Motion:

I move to proceed with spending the FEMA funds on the embankment in the Faunt Le Roy Park.

Attachments:

- Email dated 08/04 from TDEM (Mathew) to Rene.
- Email dated 08/18 from TDEM (Mathew) to Rene.

- June Slide deck handout.

Staff Contacts:

Rene Ochoa, Director of Planning, Community Development, & GIS rochoa@gatesvilletx.com

Seth Phillips, Director of Parks & Recreation sphillips@gatesvilletx.com

Scott Albert, City Manager – salbert@gatesvilletx.com

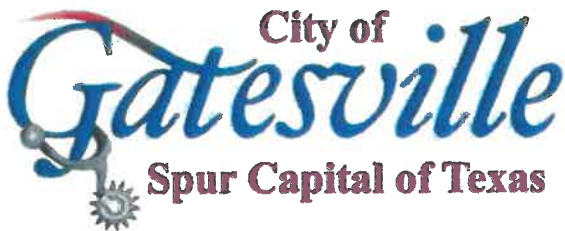
Scott Albert

From: Rene Ochoa
Sent: Friday, August 4, 2023 4:46 PM
To: Scott Albert
Subject: Fw: Gatesville TX, Faunt Le Roy

Mr. Albert,

This is what ive been able to find out from Mathew Perril of TDEM.

—
Rene F. Ochoa
Director of Planning, Community Development, & Geographic Information Systems
803 East Main Street, Gatesville, TX 76528
rochoa@gatesvilletx.com



From: Mathew Perrill [redacted]
Sent: Friday, August 4, 2023 14:59
To: Rene Ochoa <rochoa@gatesvilletx.com>
Subject: RE: Gatesville TX, Faunt Le Roy

Good afternoon Rene,

We are diligently working with FEAM to get to the next step of this process. But they were able to review and there will need to be some revisions to what you all have submitted. So regarding the Alternate Project, that would need to be changed to an Improved Project. Below are some other modifications that will need to be made. Unfortunately, once you resubmit the project with the revisions, it will start the review process again, and it could take a few weeks to get an answer from FEMA. However, the pre-existing SOW you already have for the project is approved, and you can proceed immediately if you choose not to proceed with the Improved project revisions.

There are indeed additional items in the FEMA GM SOW that were not included in the DDD, SIR, or pre-disaster site. The "Faunt Le Roy Park – Embankment" section includes:

- Replace 990 LF of H-Beam Piling
- Replace 8300 LF of Sheet Steel Piling

H-Beam and sheet steel piling was not found on pre-disaster photos or SIR's.

There are additional items in the Applicant-provided DDD/SOW pdf (DDD and Scope of Repairs 2020-03-27.pdf):

- Armor stone with gabion containment
- Scour apron mattress
- These items 3, 4, 13, 14, 22, 23, 31, and 32 total \$875,500.00.

Scott Albert

From: Mathew Perrill [REDACTED]
Sent: Friday, August 18, 2023 10:31 AM
To: Scott Albert
Cc: Gary Chumley ; Brandon Simon ; [REDACTED]
Subject: RE: Gatesville Faunt Le Roy Park Time Extension Request
Attachments: 44 CFR Part 206 (up to date as of 3-07-2023).pdf; FEMA PAPPG.pdf

Good Morning Scott,

I'm sorry for not getting back to you in a timely manner; we were working diligently with FEMA to bring you updates on that project. After some weeks of talking with FEMA, they returned and said that some revisions would need to be made. So instead of an Improved Project, they would like you to resubmit it as an "Alternate Project." Unfortunately, it will require you to start the process over, which could take 3-4 months to review and finalize.

But since the project was obligated for \$1,360,727.92 and due to the 75%-25% split, if you do decide to go with the Alternate Project, then you will only be receiving 90% of that 75% which is only \$918,491.35. However, if you want to keep the approved SOW, you will receive 75% of \$1,360,727.92 which is \$ 1,020,545.94

If you need further assistance going forward, please feel free to reach out to me anytime, and I will do my best to help with the process going forward.

E. Federal Cost Share

The assistance FEMA provides through its PA Program is subject to a cost share ensures local interest and involvement through financial participation not less than 75 percent of the eligible costs.⁴⁰ FEMA may recommend an percent if actual Federal obligations, excluding administrative costs, meet threshold.⁴¹

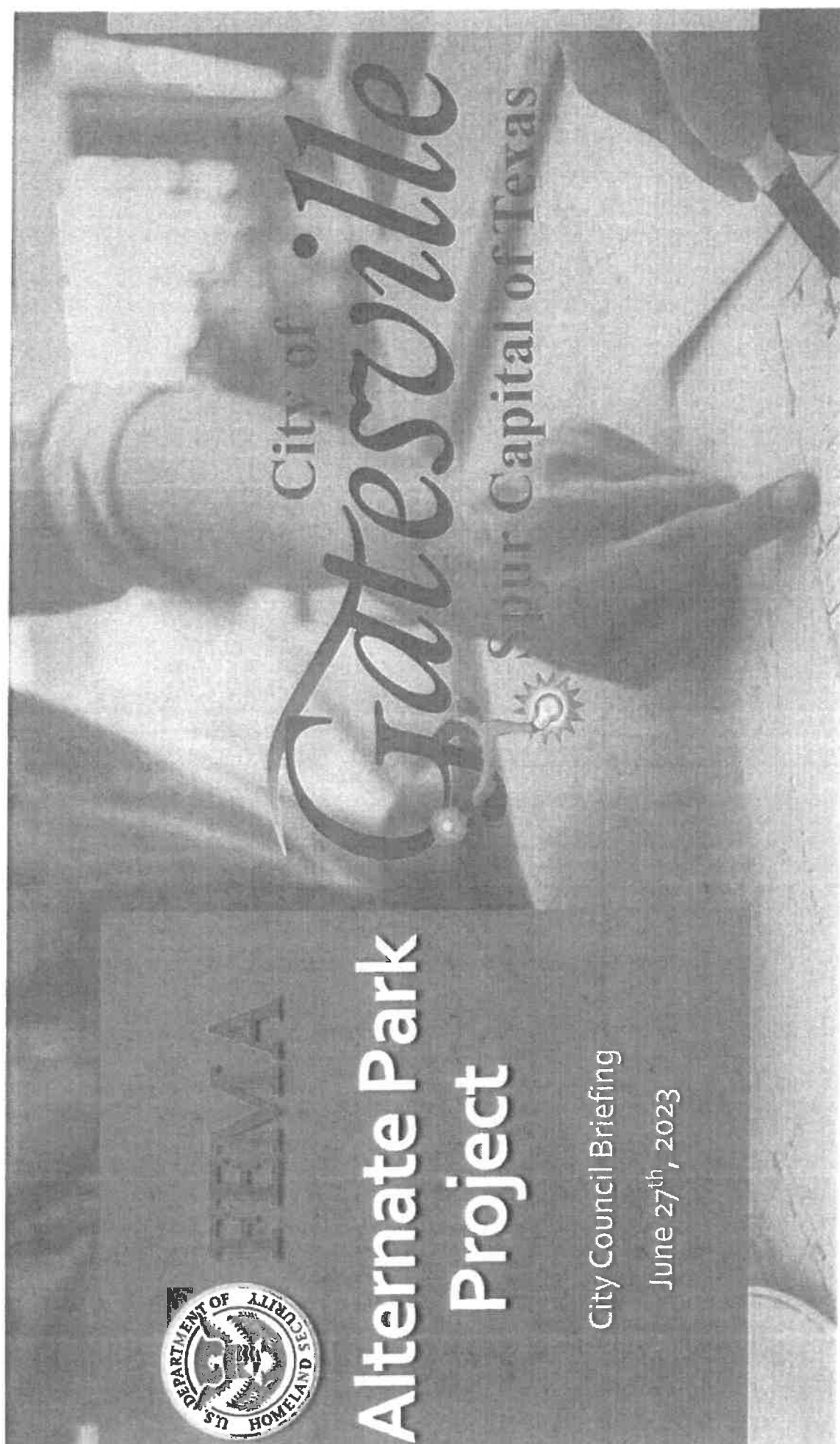


Alternate Park Project

City Council Briefing

June 27th, 2023

City of
Gatesville
Spur Capital of Texas



Presentation Agenda

A copy of this presentation along with a comprehensive timeline of events shall be provided to City Council following the briefing.



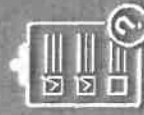
Historical Background



Parks Study & Site Selection



Proposed Park



Project Status

HISTORICAL BACKGROUND

OCTOBER 2018

From 10/13 through 10/19 Gatesville received over **9" of rain**. Average total rain for October is only 4.2" typically.

Faunt Le Roy Park riverbank was damaged due to flood event.



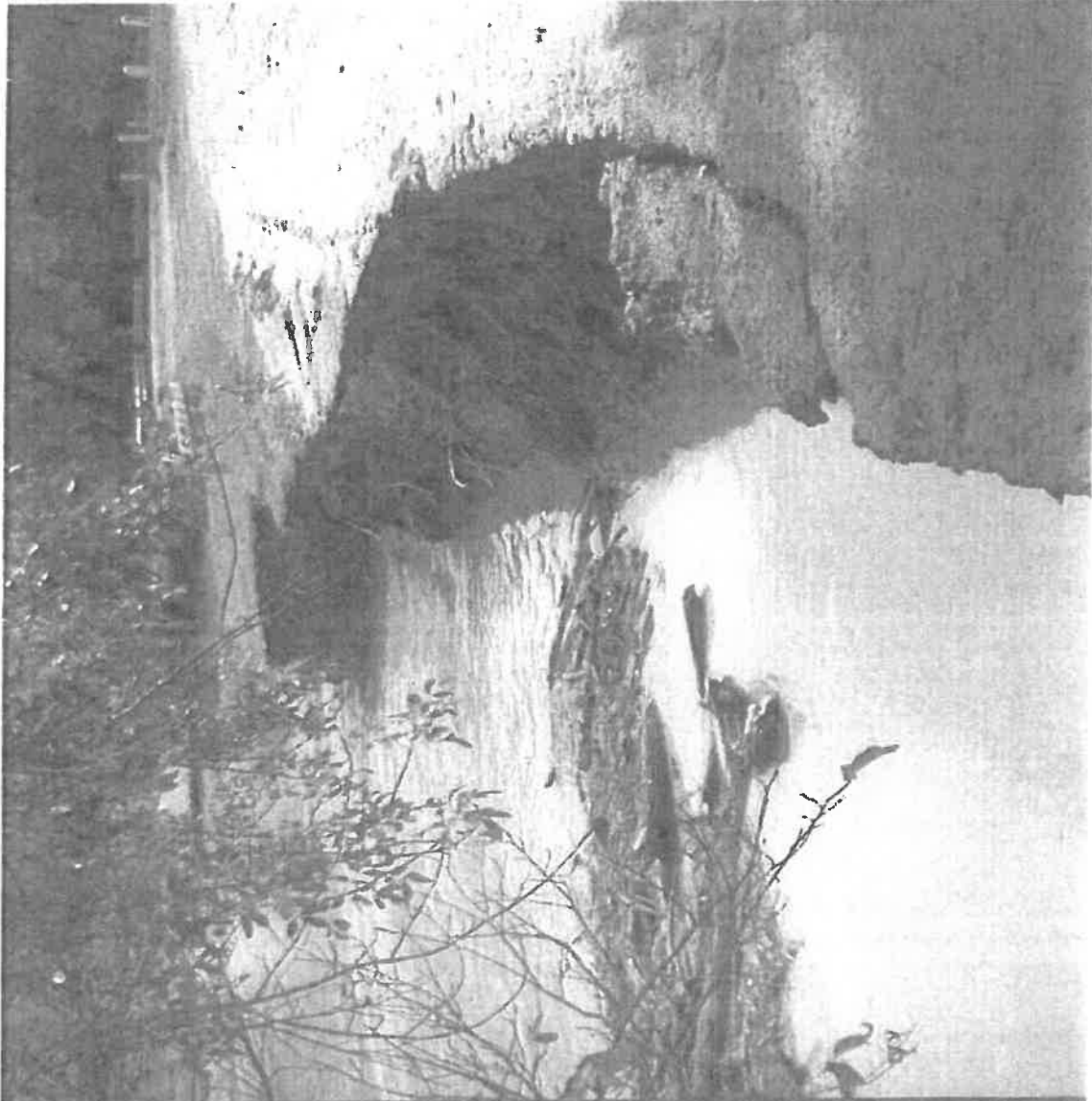
HISTORICAL BACKGROUND

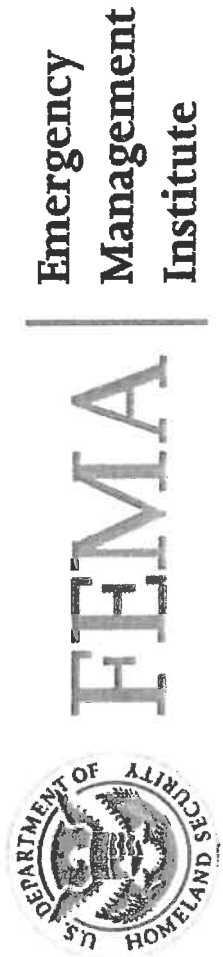
NOVEMBER 2018:

- Texas Department of Emergency Management (TDEM) conducted a preliminary assessment of flood damage.
- City Staff met with FEMA for the Preliminary Damage Assessment.

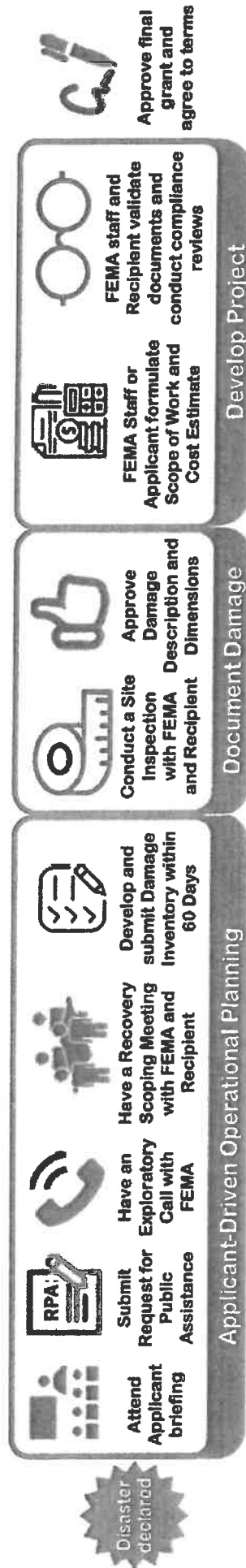
MARCH 2019

- FEMA officially issued disaster declaration 4416
- A FEMA Request for Public Assistance was submitted.





The Public Assistance Program Delivery Process



HISTORICAL BACKGROUND

(cont'd.)



2019

- April -May: Coordinate with FEMA Program Delivery Manager to finalize damage inventory.
- July 19: Development of Engineering Request for Qualifications (RFQ) to repair riverbank.
- November 8: LJA Engineering selected for Scope of Work following RFQ.

2020

- April 9: LJA Estimates total repair and mitigation cost of \$1,360,727.92 submitted to TDEM and FEMA.
- May 8: FEMA approves maximum repair cost; city reviews project options.
- June 5: City rejects FEMA's Fixed Cost Offer in favor of an Alternate Project.

HISTORICAL BACKGROUND

(cont'd.)



2021

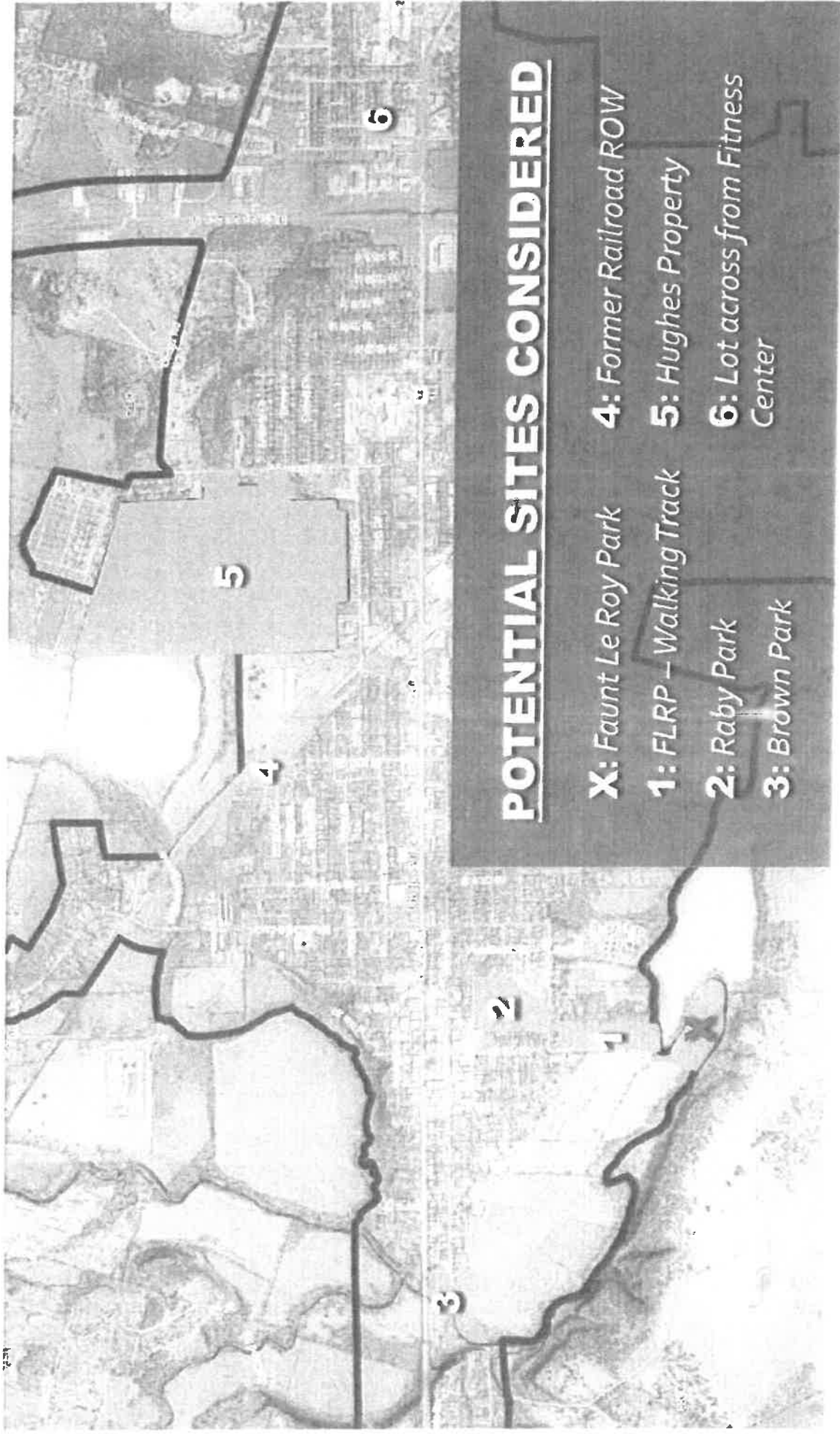
- Jan 21: Await revised scope and timeline from LJA Engineering.
- Mar- July: LJA conducts initial site reconnaissance with City Staff. LJA proposes Parks Study for alternate project.
- November 10: Contract executed with LJA Engineering for alternate park site plan.

2022

- May 10: LJA provides conceptual schematics for six alternate locations.
- Jun -Aug: Property owner of preferred site declines sale; TDEM notified of preferred alternative project. City submits "Alternative Project Request Letter" to TDEM.
- Nov 15: Finalized concept drawings and cost estimates sent to TDEM for review.

PARK STUDY & SITE SELECTION







Former Railroad ROW Site

STRENGTHS:

1. **Site Size:** This larger site offers more space for programming.
2. **Access to Natural Features:** There is potential access to Stillhouse Creek, albeit limited due to a heavily wooded area.
3. **Potential Community Service:** It's proximity to an unserved area of Gatesville could potentially benefit said community.

Former Railroad ROW Site

CHALLENGES:

1. **Limited Access:** The site's single access point could pose security risks and complicate traffic management.
2. **Infrastructure Constraints:** Limited access to necessary infrastructure and utilities due to the site configuration could raise development costs.
3. **Difficult Program Planning:** The site's slender proportions may make programming difficult depending on setbacks and easements.
4. **Parking Issues:** The lack of overflow parking could lead to issues with encroaching on residential front yards and street parking.
5. **Security Concerns:** The limited access points could make patrolling the property difficult.
6. **City Usage:** The city currently uses this site for storing materials, and the need for truck access could limit the developable area.

Site Adjacent to Fitness Center

STRENGTHS:

- 1. Improved Accessibility:** The Fitness Center site is conveniently located near the current fitness center and major city thoroughfares, enhancing accessibility for users.
 - 2. Infrastructure Advantage:** With existing local infrastructure, this site could potentially lower costs related to adding utility services such as storm and sanitary lines, water, and power.
 - 3. Ideal Topography:** The site is geographically advantageous with a favorable topography and is safe from flood hazards.
 - 4. Natural Beauty:** The large, mature trees on-site not only enhance aesthetic appeal but also offer natural, programmable space, reducing developmental costs.
 - 5. Superior Visibility:** The site's visibility from the east and north ensures ease of park patrolling, monitoring, and maintenance.
 - 6. Parking Solutions:** The adjacency to the fitness center allows for overflow parking accommodation, minimizing parking space issues.
- 1. Integration Potential:** Its proximity to the fitness center provides an opportunity to create a unified and connected recreational area.

Site Adjacent to Fitness Center

CHALLENGES:

- 1. Size Limitation:** The site, being approximately 4 acres, is smaller in size compared to the alternative.
- 2. Potential Drainage Needs:** The site may need to incorporate a drainage swale to manage overflow from adjacent water tower.
- 3. Possible Parking Constraints:** Depending on the demand, parking may impact available amenity space.

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						