

# **City Council Meeting**

**October 24, 2023**

**At**

**Gatesville Council Chamber**

**110 N. 8<sup>th</sup> Street**

**5:30 P.M.**



**INDEX  
REGULAR CITY COUNCIL MEETING  
OCTOBER 24, 2023**

**5:30 P.M.**

**PAGE 1-2 ---- AGENDA – 10-24-2023**

**CALL TO ORDER  
QUORUM CHECK  
INVOCATION AND PLEDGE OF ALLEGIANCE**

**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.**

**PAGE 3-39 - ALL CONSENT AGENDA ITEMS ARE CONSIDERED ROUTINE BY THE 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 2023-125: APPROVAL OF MINUTES FROM REGULAR CITY COUNCIL MEETING OCTOBER 10, 2023 (WENDY)**

**RESOLUTION 2023-126: DISCUSSION AND POTENTIAL ACTION REGARDING A RESOLUTION ESTABLISHING FEES FOR FOOD AND MERCHANDISE VENDORS AT THE APRIL 6-7, 2024 “BLOCK OUT THE SUN PARTY” ECLIPSE FESTIVAL AND ESTABLISHING AN EFFECTIVE DATE (CHERI)**

**RESOLUTION 2023-127: DISCUSSION AND POTENTIAL ACTION REGARDING AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE MAINTENANCE AROUND THE GOVERNOR’S COMMUNITY ACHIEVEMENT MONUMENT LOCATED AT THE INTERSECTION OF BUSINESS 36 AND STATE HIGHWAY 36 (SCOTT)**

**RESOLUTION 2023-128: FOURTH QUARTER FY 22-23 INVESTMENT REPORT (MIKE)**

**NO MEMO - RECESS REGULAR MEETING AND CALL 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 551.76 (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 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:**

**DURING EXECUTIVE SESSION, THE FOLLOWING MATTERS WILL BE DISCUSSED:**

**A. DISCUSSION REGARDING AMENDMENTS TO THE CITY'S ZONING ORDINANCE (VICTORIA THOMAS & SCOTT ALBERT)**

**END EXECUTIVE SESSION AND RECONVENE OPEN MEETING -----**

**NO MEMO - DISCUSSION AND POSSIBLE ACTION RESULTING FROM DELIBERATIONS IN EXECUTIVE SESSION**

**PAGE 40-57 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICE AGREEMENT WITH FREESE & NICHOLS INC. FOR EVALUATING CITY WATER PRODUCTION FACILITIES THAT WILL INCLUDE DEVELOPING A LIST OF RECOMMENDED IMPROVEMENTS, ASSOCIATED CAPITAL COSTS FOR THOSE IMPROVEMENTS, AND RECOMMENDED TIMING OF THE IMPROVEMENTS (SCOTT ALBERT)**

**PAGE 58-64 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION REGARDING A CONTRACT WITH PRYCE CONSULTING TO CONDUCT STRATEGIC PLANNING SERVICES FOR THE CORYELL COUNTY MUSEUM AND HISTORICAL CENTER (SCOTT ALBERT)**

**PAGE 65-81 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION IN REGARDS TO AN AGREEMENT BETWEEN THE CITY AND MATOUS CONSTRUCTION FOR IMPROVEMENTS TO THE STILLHOUSE WASTE WATER TREATMENT PLANT (SCOTT ALBERT)**

**PAGE 82-89 - CITY COUNCIL MEMORANDUM- DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO SEEK REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO A NEW POLICE FACILITY (BRAD HUNT)**

**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 8<sup>TH</sup> STREET, GATESVILLE, TEXAS 76528**  
**OCTOBER 24, 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: Individuals wishing to address the Gatesville City Council may do so during this segment. If you intend to comment on a specific agenda item, please indicate the item(s) on the sign-in sheet before the meeting. Each speaker is allotted a maximum of 3 minutes for their remarks, and speakers are expected to conduct themselves in a respectful manner. 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 2023-125: Approval of Minutes from the Regular City Council Meeting held on October 10, 2023. (Wendy)**

**Resolution 2023-126: Discussion and potential action regarding a resolution establishing fees for food and merchandise vendors at the April 6-7, 2024 "Block Out the Sun Party" Eclipse Festival and establishing an effective date. (Cheri)**

**Resolution 2023-127: Discussion and potential action regarding an agreement with Texas Department of Transportation for landscape maintenance around the Governors Community Achievement Awards monument located at the intersection of Business 36 and State Highway 36. (Scott)**

**Resolution 2023-128: Fourth Quarter FY 22-23 Investment Report. (Mike)**

**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 matter will be discussed:**

**A. Discussion regarding amendments to the city's zoning ordinance. (Victoria Thomas & Scott Albert)**

- 7. End Executive Session and Reconvene Open Meeting.**
- 8. Discussion and possible action resulting from deliberations in Executive Session.**

**OTHER BUSINESS:**

- 9. Discussion and possible action regarding a professional service agreement with Freese & Nichols Inc. for evaluating city water production facilities that will include, developing a list of recommended improvements, associated capital costs for those improvements, and recommended timing of the improvements. (Scott Albert)**
- 10. Discussion and possible action regarding a contract with Prycer Consulting to conduct Strategic Planning Services for the Coryell County Museum and Historical Center. (Scott Albert)**
- 11. Discussion and possible action in regards to approving an agreement between the city and Matous Construction for improvements to the Stillhouse Waste Water Treatment Plant. (Scott Albert)**
- 12. Discussion and possible action to authorize staff to seek Request For Qualifications (RFQs) for Architectural and Engineering Services related to a new police facility (Brad Hunt)**
- 13. Adjourn Meeting**

**I hereby attest that the above agenda was posted on this the 20th day of October, 2023 by 5:00 p.m. on the official City of Gatesville website, [www.gatesvilletx.com](http://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](mailto:wcole@gatesvilletx.com) for further information.

REGULAR CITY COUNCIL MEETING  
OCTOBER 10, 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 6:12 P.M. THIS 10TH DAY OF OCTOBER, 2023

2) QUORUM CHECK/COUNCIL PRESENT: Mayor Gary Chumley, Councilmembers Barbara Burrow, Joe Patterson, Greg Casey, and Meredith Rainer (arrived at 6:12 p.m.)

REGRETS: Councilmembers John Westbrook

ABSENT: Councilmember Claude Williams

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

OTHERS: Sherrie Black, Lewis Black, Leo Corona, Lauren Morrell, Michael Olson, and Gatesville Messenger Staff Writer, David Scott

3) INVOCATION: Councilmember Greg Casey/ PLEDGE OF ALLEGIANCE: Led by Mayor Chumley

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.

Visitors present were only concerned with an agenda item.

5) 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 2023-115: 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)

REGULAR CITY COUNCIL MEETING  
OCTOBER 10, 2023  
PAGE 2

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)

Motion by Greg Casey, seconded by Barbara Burrow, to approve the Consent Agenda; all four voting "Aye", motion passed:

Resolution 2023-115: Minutes from Regular City Council Meeting September 26, 2023.

Resolution 2023-116: Nomination of Andy James as a candidate for appointment to the Board of the Directors of the Coryell Central Appraisal District.

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

Resolution 2023-118: Change Order No. 1 to the contract documents for the Mills Street Phase 2 Improvement Project No. 2-01657.

Resolution 2023-119: Change Orders No. 2 & 3 to the contract documents for the Lovers Lane Project No. 2-01635.

Resolution 2023-120: Schedule one regular City Council meeting in the months of November, December, and January: November 14, 2023, December 12, 2023, and January 9, 2023.

Resolution 2023-121: Accept petition from Krista Moreland for the voluntary annexation of approximately 135.03 acres, and set a public hearing date for the annexation on November 14, 2023

6) MAYOR CHUMLEY STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, WILL CONVENE IN A CLOSED MEETING ON THIS 10TH DAY OF OCTOBER, 2023 BEGINNING AT 6:15 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 amendments to the City's zoning ordinance
- B. Discussion regarding issues related to the Restland Cemetery

7) MAYOR CHUMLEY RECONVENED THE OPEN MEETING AND STATED THAT THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, ENDED ITS CLOSED MEETING AT 7:05 P.M. ON THIS 10TH DAY OF OCTOBER, 2023

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

RESOLUTION 2023-122: Motion by Barbara Burrow, seconded by Joe Patterson, to authorize the City Manager to negotiate and execute a release of claims relating to the cemetery, as discussed in the executive session; all four voting "Aye", motion passed.

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 (1ST READING OF ORD. 2023-06) (MIKE HALSEMA)

Mayor Cumley asked for a motion unless a councilmember had a question for Finance/HR Director Mike Halsema. There were no questions since this Ordinance had been discussed in detail at the last meeting.

ORDINANCE 2023-06-02: Motion by Greg Casey, seconded by Barbara Burrow, to approve the second (2nd) reading of Ordinance 2023-06 amending the Fiscal Year 2023 Budget; all four voting "Aye", motion passed.

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)

Finance/HR Director Mike Halsema explained 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 in regards to receiving a signal in certain areas of town; those meters are still read manually. As a result, 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 Operations & Maintenance expenditures so 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.

RESOLUTION 2023-123: Motion by Joe Patterson, seconded by Greg Casey, to approve the reallocation of excess 2020 CO bond proceeds in the amount of \$133,605.00 for the Mills Street Phase 2 project; all four voting "Aye", motion passed.

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)

Finance/HR Director Mike Halsema presented a slight change to the information that was provided to the Council in the read ahead books. The "At Your Door" service in the new proposed ordinance did not reflect a fourteen cent increase so the new price adjustment would be a total of \$24.16 for all services, which is an increase of \$2.15 from previous charges.

There was a lengthy discussion regarding the price increase of 9.73% for Residential and Commercial dumpster increases and that it hadn't even been a year since the new Waste Management services and fees went into effect.

Council did not take action as more information was requested and asked staff to invite Paul Daugereau, Public Sector Solutions Manager of Central Texas, to come to the next Council meeting on October 24th to provide more information.



12) DISCUSSION AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND INSPECTION SERVICES. (SCOTT ALBERT & MIKE OLSON)

City Manager Albert said that 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 the City's team, staff will gain access to a pool of seasoned professionals with extensive experience, knowledge, and the necessary certifications for building inspections and plan reviews. 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/controls, and the use of electronic plan check to save time, money, and paper.

City Manager Albert said that he had worked with BV in other communities and noted several local jurisdictions that utilize BV's services: Crawford, Hamilton, Harker Heights, McGregor, Robinson, Salado, Waco, and West.

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. BV would enforce the codes and ordinances that the City Council has approved and the City of Gatesville would also retain its position as the final interpretative authority. BV can provide building inspection services on an as needed basis to provide support to City Inspector Miguel Gamez or handle all the city's inspection services.

Fees for BV services will be paid by the building/applicant requesting plan review and inspection services. 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, which could be used for other purposes. 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.

Bureau Veritas Regional Manager, Mike Olson, was present at the meeting and further discussed the processes and operations of BV and answered Council's questions.

Staff recommends approval of a professional services agreement with Bureau Veritas. The BV professional service agreement has been reviewed by Victoria Thomas, special counsel. City Manager Albert said that if BV is approved a fee schedule would be provided at the next Council meeting.

RESOLUTION 2023-124: Motion by Barbara Burrow, seconded by Greg Casey, 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; all four voting "Aye", motion passed.

13) DISCUSSION AND POSSIBLE ACTION REGARDING THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT AND THE PARK PROJECT. (SCOTT ALBERT)

City Manager Albert reminded the Council that this project has been going on since 2018/19 and in July of 2023, Planning Director, Rene Ochoa and Parks and Recreation Director, Seth Phillips provided an

update to the City Council on the Alternate Park Project. The purpose of that 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, Mr. Ochoa received an email from Texas Department of Emergency Management (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. 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. On August 04, 2023, an email from TDEM was sent to Mr. Ochoa, stating that the city can proceed immediately with improvements to Faunt Le Roy Park, FEMA's approved Scope of Work.

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

-The project must be resubmitted as an "Improved Project" to FEMA, with a review period of 3 to 4 months and the city will experience a funding reduction of approximately \$102,000.

-If the choice is made to repair the embankment at Faunt Le Roy Park an approved Scope of Work is already in place, and work can commence immediately.

Mr. Albert said that staff is seeking guidance from the City Council on how to proceed with the allocation of FEMA funds. 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.

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

There was a lengthy discussion regarding the current safety risks to the general public due to questionable people always occupying the park and also if improvements to the banks would just be a waste of funds as it has been a reoccurring problem for years.

Police Chief Brad Hunt addressed the Council regarding security cameras and that possibly some of the funding could be used on monitoring devices that could be viewed 24/7 on phones and officer's laptops in patrol cars. Some security systems have lights and sirens that are motion activated that could be programmed to monitor activity in the park after hours.

Mr. Albert said that staff could reach out to LJA Engineering to review the scope of work and also inquire if there are erosion control improvements that could be made to the embankment at Faunt LeRoy Park that could abate the reoccurring embankment issues. Faunt Le Roy Park along with the downtown area has a tremendous amount of entertainment potential for the city of Gatesville.

Council did not take action as more information was requested and asked staff to reach out to LJA Engineering to provide more information.

14) ADJOURN MEETING AT 7:50 P.M. THIS 10TH DAY OF OCTOBER, 2023

ATTEST:

APPROVED:

\_\_\_\_\_  
Wendy Cole, City Secretary

\_\_\_\_\_  
Gary M. Chumley, Mayor



**Consent Agenda: Resolution 2023-126**

**CITY COUNCIL MEMORANDUM**

**Date:** October 24, 2023

**To:** Mayor & City Council

**From:** Cheri Shepherd, Special Events Coordinator

**Agenda Item:** A Resolution of the City Council of the City of Gatesville, Texas, setting fees for food and merchandise vendors for the April 6-7, 2024 “Block Out The Sun Party” Eclipse Festival and establishing an effective date.

**Information:**

The eclipse festival planning committee and vendor sub-committee have recommended the vendors fee with the following rationale:

- We want to keep fees very reasonable to attract as many vendors as possible, making it a better event for the public.
- Having no history or track record for this event, we feel that the proposed fees are fair and reasonable.
- We believe that most of our vendors will be local people, as this is not a weekend where many vendors will travel, so much of the money made will stay local and will generate sales tax dollars.
- Some of the vendors may not want to set up for Sunday and we’ve decided that is okay. We are just requiring them to tell us up front so we can arrange them where there won’t be “gaps” on Sunday. The fee stays the same, whether they are there one or two days.
- We put in the \$100 for indoor spaces in case we are able to utilize one of the empty storefronts. At this point, we don’t have a commitment from any building owners so we aren’t offering that now. If this becomes possible, we will contact the vendors and offer an “upgrade”.
- We are encouraging our non-profits to run an “activity” that will give festival goers something fun to do and will take some burden off me and the committee. We felt like it was fair to not charge them, knowing that the money they make will benefit the community.

**Financial Impact:**

Funds raised by the collection of vendor fees will offset costs for porta-potties, sound equipment for entertainment stage, etc.

**Staff Recommendation:** Staff recommends approving the food and merchandise vendor fees for the “Block Out The Sun Party” Eclipse Festival, April 6-7, 2024.

**Motion:** I make a motion to approve Resolution 2023-126 setting fees for food and merchandise vendors for the April 6-7, 2024 “Block Out The Sun Party” Eclipse Festival and establishing an effective date.

**Attachments:** Resolution 2023-126

**Staff Contacts:** Cheri Shepherd, Special Events Coordinator [cshepherd@gatesvilletx.com](mailto:cshepherd@gatesvilletx.com)

**RESOLUTION # 2023-126**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GATESVILLE,  
TEXAS, SETTING FEES FOR FOOD AND MERCHANDISE VENDORS  
FOR THE APRIL 6-7, 2024 “BLOCK OUT THE SUN PARTY” ECLIPSE  
FESTIVAL AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City’s General Fund revenues are insufficient to pay all costs for certain City-provided functions, the City must charge fees for participation, and rental of City facilities; and

**WHEREAS**, fees that are not prescribed in the City’s Code of Ordinances are set by City Council Resolution;

**WHEREAS**, City Staff and City Council desire to make vendor spaces available for the April 6-7, 2024 “Block Out the Sun Party” Eclipse Festival

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

1. Effective October 24, 2023 the fee schedule below will apply to Food and Merchandise Vendors at the Eclipse Festival.

	<b>FEE</b>	<b>COMMENT</b>
<b>FOOD AND MERCHANDISE VENDORS</b>		
10x10 Outdoor Vendor Space	\$50	Covers both days of event
10X10 Indoor Vendor Space (if available)	\$100	Covers both days of event
Food Truck Space	\$50	Covers both days of event
<b>NON-PROFIT RATES</b>		
Non-profit operated food or merchandise space or activity	No Charge	

2. Food and merchandise vendors must show proof of sales tax permit and appropriate food safety permits and certificates.
3. All vendor applications and non-profit activities are subject to approval by the festival committee.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF GATESVILLE, TEXAS

ATTEST:

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

\_\_\_\_\_  
WENDY COLE, CITY SECRETARY



## **Consent Agenda Item Resolution 2023-127:**

### **CITY COUNCIL MEMORANDUM**

**Date:** October 24, 2023

**To:** Mayor & City Council

**From:** Scott L. Albert, City Manager

**Agenda Item:** Discussion and possible action regarding an agreement with the Texas Department of Transportation for landscape maintenance around the Governors Community Achievement monument located at the intersection of Business 36 and State Highway 36.

#### **Information:**

Attached is a Landscape Maintenance Agreement between the Texas Department of Transportation (TX DOT) and the City of Gatesville, pertaining to the recently constructed entry feature at Business 36 and SH 36. This agreement outlines the responsibilities of the city and the State concerning the improvements at this location.

#### **City Responsibilities:**

The city will be responsible for maintaining all landscape elements, including hardscape, trees, shrubs, etc. This encompasses tasks such as plant care, replacement, mowing, trimming, hardscape maintenance, and operation and upkeep of the irrigation system. Additionally, the city will bear the utility costs of maintaining the site. All landscaping elements must be kept in a functional and aesthetically pleasing condition.

The city will need to consider incorporating landscape lighting and a statue on the concrete circular pad.

#### **Financial Impact:**

The financial implications primarily involve ongoing maintenance and utility costs.

#### **Staff Recommendation:**

The staff recommends the City Council approve the TX DOT Landscape Maintenance Agreement, as outlined.

#### **Motion:**

I move to approve the TX DOT Landscape Maintenance Agreement for the newly constructed landscape elements at Bus 36 and SH 36.

#### **Attachments:**

TX DOT Landscape Maintenance Agreement.



# LANDSCAPE MAINTENANCE AGREEMENT

**THE STATE OF TEXAS**

**THE COUNTY OF TRAVIS**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Gatesville, Coryell County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

## WITNESSETH

**WHEREAS**, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**WHEREAS**, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

**WHEREAS**, the State and the City have entered into a Municipal Maintenance Agreement dated January 8, 2008, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

**WHEREAS**, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, **grasses**, irrigation systems, **sidewalks**, **hardscape**, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A" (**collectively, the landscape elements**"); and

**WHEREAS**, the State will provide **and install** such landscape **elements**, provided that the City agrees to be responsible for all required maintenance of the landscape **elements**.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

### Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

### Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the landscape elements under CSJ: 0184-01-068 SH 36, non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The **landscape elements and maintenance are** further described in Attachment A, the location map for this project, and limited to the portions along (IHxx, FMxx, SHxx) SH 36 from BS 36 to BS 36

### Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

### State's Responsibilities

The State shall **provide and** install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features **as shown on the Exhibit "A" attached hereto and incorporated herein by this reference**, through its employees or duly appointed agents.

### City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, **lighting for landscape elements**, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.



The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

**TERMINATION**

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures, the City of Gatesville on the 6<sup>th</sup> day of october, year 2023, and the Texas Department of Transportation, on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

**ATTEST:**

DocuSigned by:  
Scott Albert  
DB4B6AFEE9F84B0...

CITY OF Gatesville  
city Manager  
By \_\_\_\_\_  
(Title of Signing Official)

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_  
District Engineer

Waco  
District

Attachments

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT LOCATION SHEET
3-6	GENERAL NOTES
7	ESTIMATE AND QUANTITY
8	QUANTITY SUMMARY SHEET
9-10	LAYOUT PLAN
11-14	WALL DETAILS
15-16	PLANTING PLAN
17	PLANTING SPECIFICATIONS
18-20	PLANTING AND ESTABLISHMENT
21-22	IRRIGATION PLAN
23-25	IRRIGATION DETAILS AND MATERIALS
26-27	SW3P
28	EPIC
29-40	*BC (1)-21 THRU BC(12)-21
41	*TOP (1-1)-18
42	*TOP (2-1)-18
43-52	*TA-BMP
53	*EC(1)-16
54-56	*EC(9)-16
57	SW3P SIGN

THE STANDARD SHEET SPECIFICALLY IDENTIFIED\* ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY DIRECT SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



THE STANDARD SHEET SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME AND ARE APPLICABLE TO THIS PROJECT.

01/06/2023 PE

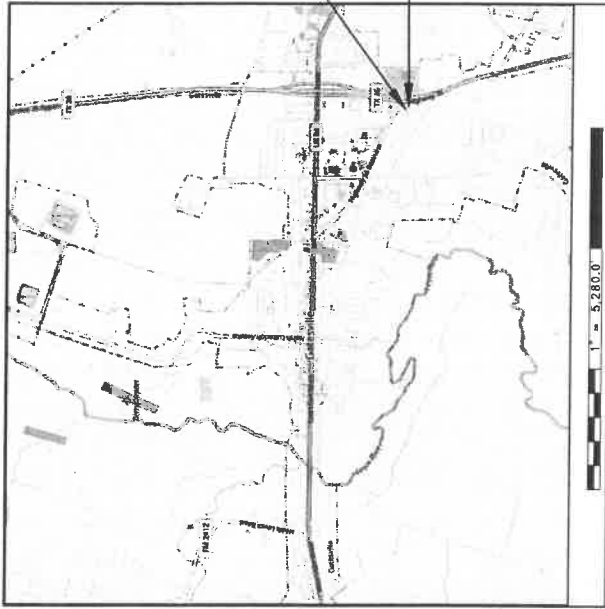
STATE OF TEXAS  
DEPARTMENT OF TRANSPORTATION  
PLANS OF PROPOSED  
STATE HIGHWAY IMPROVEMENT

STATE AID PROJECT: C.184-1-6.8  
CORYELL COUNTY  
SH 36

CSJ 0184-01-068  
NET LENGTH OF PROJECT: 1056.00 FT = 0.200 MI

LIMITS: FROM: AT THE INTERSECTION OF BUS 36 & SH 36

FOR THE CONSTRUCTION OF LANDSCAPE DEVELOPMENT CONSISTING OF INSTALLATION OF LANDSCAPE IMPROVEMENTS



BEGIN PROJECT  
CSJ 0184-01-068  
STA 170+88.67  
REF. MKRR. 442+1.107

END PROJECT  
CSJ 0184-01-068  
STA 181+44.67  
REF. MKRR. 442+1.107

1" = 5,280.0'

EXCEPTIONS: NONE  
EQUATIONS: NONE  
RR CROSSINGS: NONE  
SCALE: 1" = 5280.00'

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DESIGN	PLANNING	STATE AID PROJECT NO.	HIGHWAY
DESIGNER	DISTRICT	C 184-1-6.8	SH 36
DATE	STATE	CORRECTION	SHEET NO.
2021	TEXAS	WACO	1
2041	CONTROL	SECTION	
	0184	01	068

DESIGN SPEED = 30 MPH

YEAR	ADT
2021	12,257
2041	17,160



Recommended for Letting: 11/17/2023

By: Michael J. Jett, Registered Professional Engineer

Recommended for Letting: 11/17/2023

By: [Signature], Transportation Planning & Development

Approved for Letting: 11/17/2023

By: [Signature], District Engineer

10 10 10 10

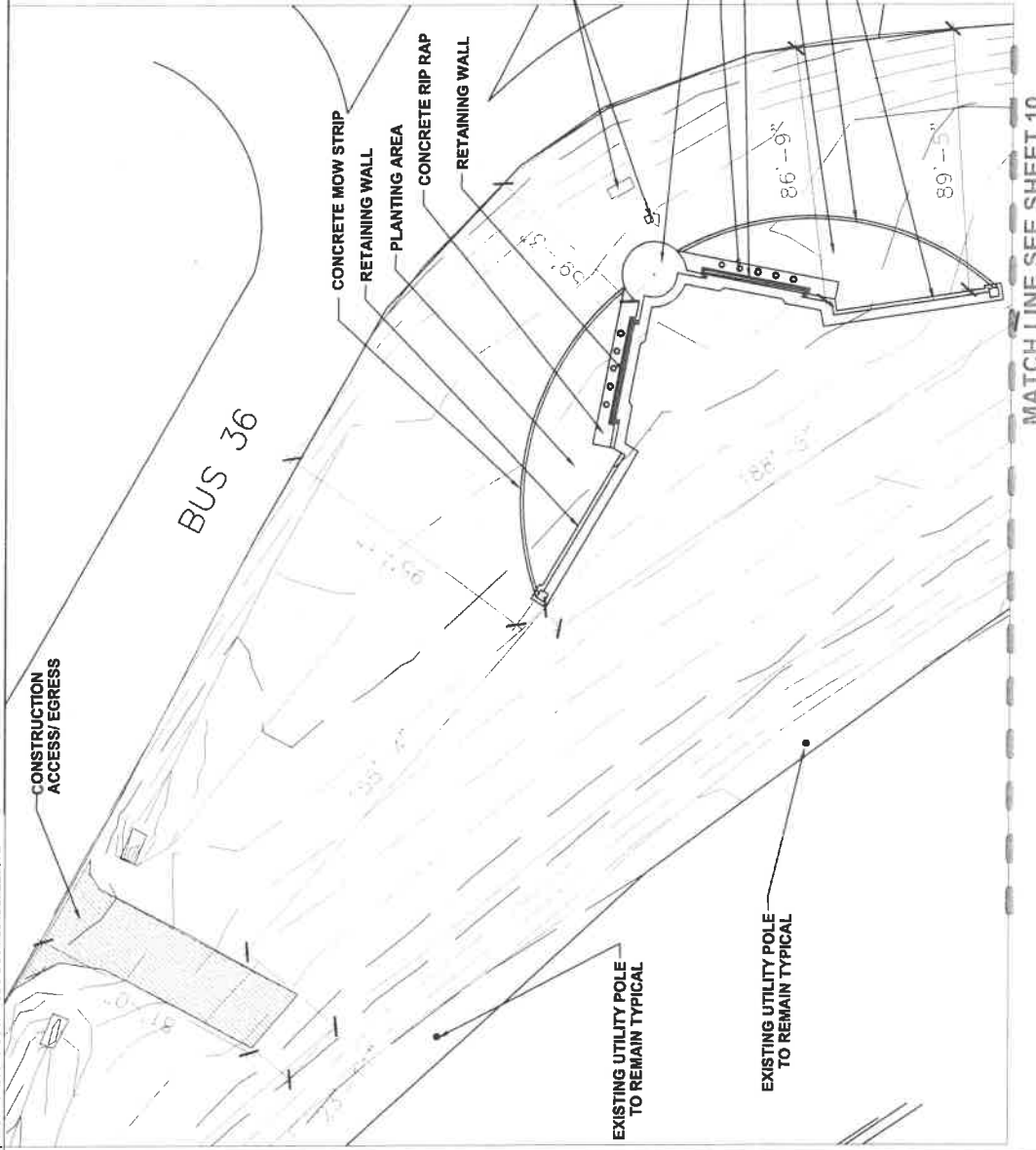


PROJECT  
LOCATION SHEET



01/06/2023

Texas Department of Transportation	
sheet no.	2
project no.	0184-01
contract no.	08B
county	COMB
district	08B
division	08B
date	01/06/2023
drawn by	DAVID
checked by	DAVID
approved by	DAVID
scale	AS SHOWN



**NOTES:**

1. LOCATE ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION.



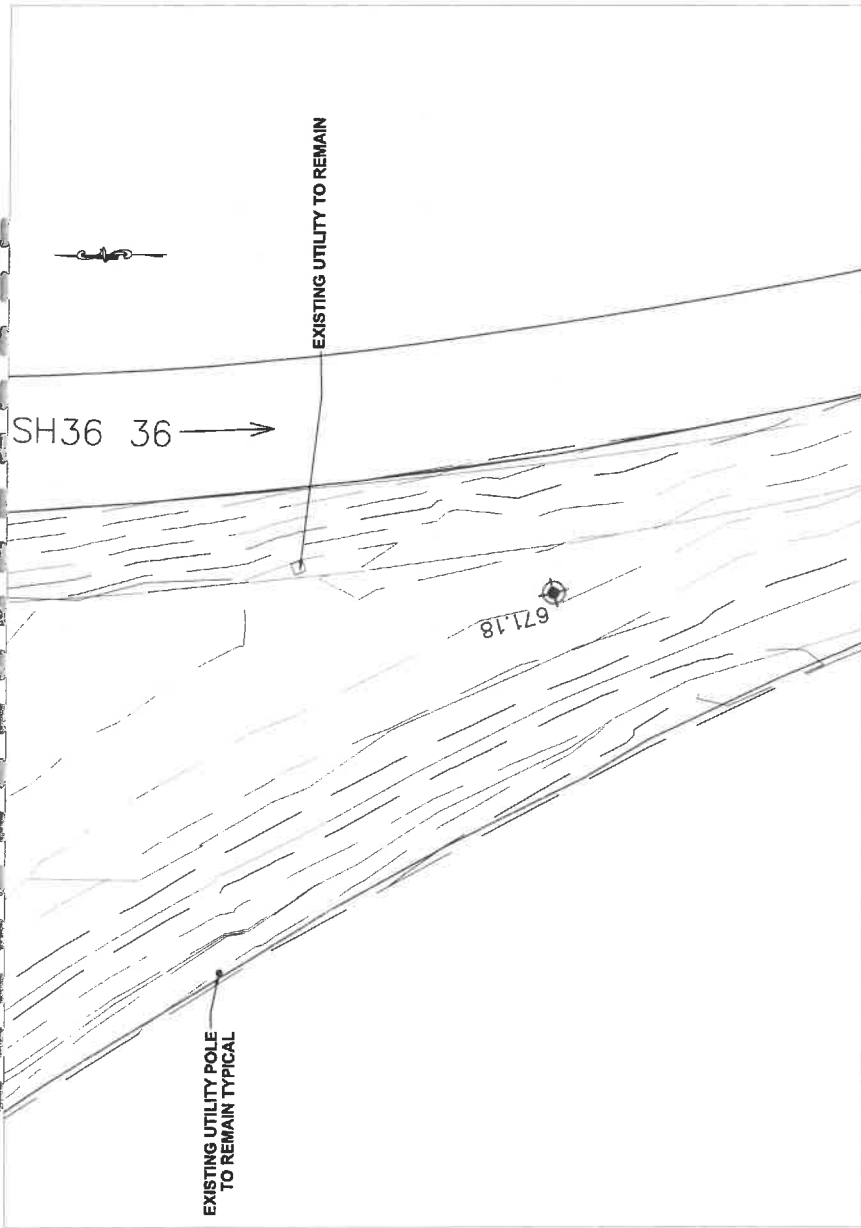
0 SCALE: 1"=60' @ 40



**GATESVILLE  
LAYOUT PLAN**

SHEET 1 OF 2		PROJECT NUMBER	
DATE	ISSUE	PROJECT NUMBER	PROPERTY NO.
06/2022	01	(SEE TITLE SHEET)	SH 36
STATE	TEXAS	DISTRICT	WACO
COUNTY	WACO	SECTION	CORYELL
CONTROL	0184	JOB	068
DATE	01/06/2023		09

MATCH LINE SEE SHEET 09



**NOTES:**

1. LOCATE ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION.

0 SCALE: 1"=40' 40



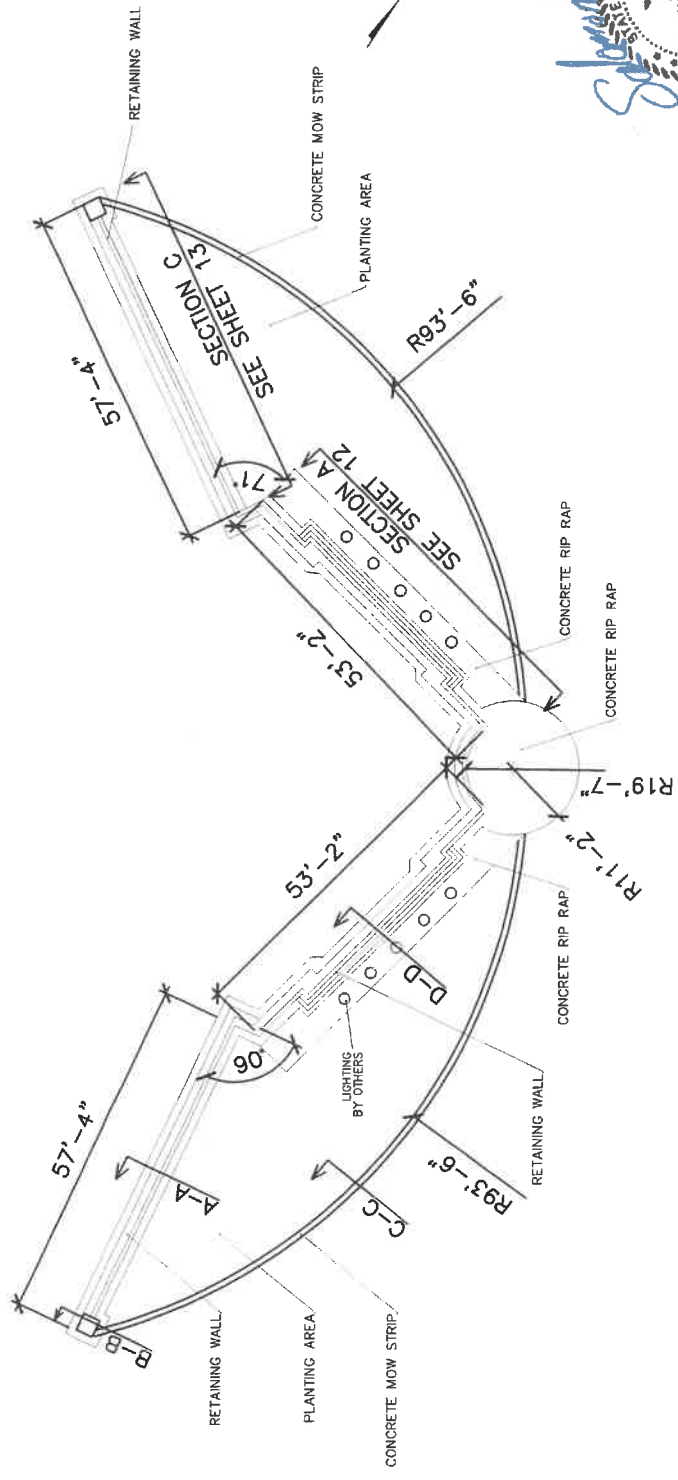
Texas Department of Transportation  
© 2022



**GATESVILLE  
LAYOUT PLAN**

PROJECT DIVISION	06	PROJECT NUMBER	SH 36		
CHECK	TEXAS	(SEE TITLE SHEET)	DISTRICT	COUNTY	SHEET NO.
	CONTROL	WACO	SECTION	CORRYELL	
	0184	01	JOB		10
			JOB	068	

Sheet 2 of 2



1 STONE RETAINING WALL LAYOUT

NOTE: SEE SCHEDULE OF MATERIALS AND FINISHES FOR SPECIFICATIONS AND EXAMPLES OF BLOCK, STONE, AND CURB STONE PRODUCTS.

ITEM	DESCRIPTION	QTY.	UNIT	REMARKS
ITEM 420 - 6043	CL. C CONC (FOOTING)	34	CY	
ITEM 423 - 6004	RETAINING WALL (CONC. BLK)	763	SF	
ITEM 423 - 6006	RETAINING WALL (STONE)	763	SF	
ITEM 432 - 6001	RIPRAP (CONC) (4 IN)	3.2	CY	
ITEM 432 - 6047	RIPRAP (MOW STRIP) (6")	2	CY	

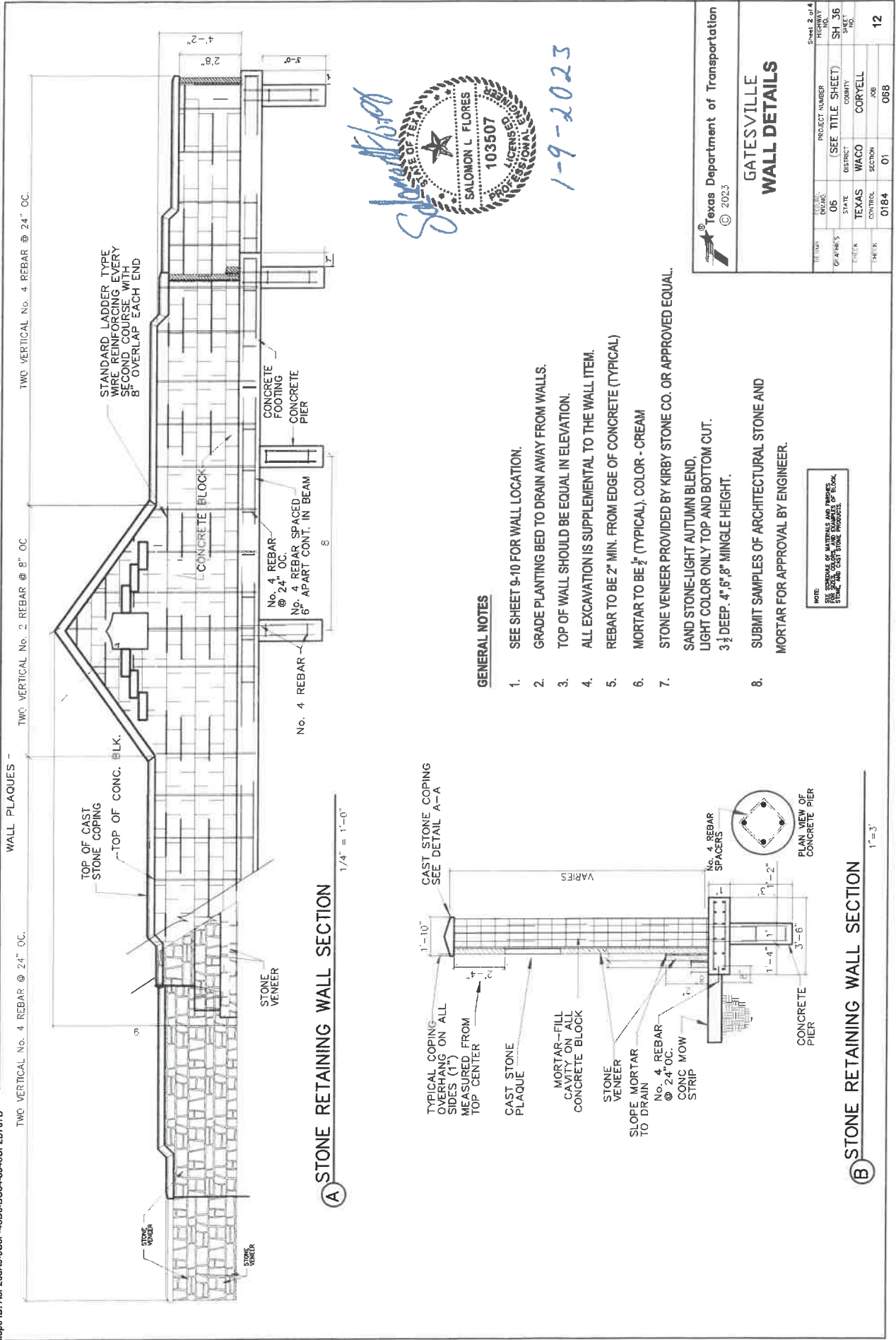


1-9-2023

Texas Department of Transportation  
© 2023

GATESVILLE  
WALL DETAILS

DESIGN	DATE	PROJECT NUMBER	SHEET NUMBER
DATE	06	(SEE TITLE SHEET)	SH 36
CITY	TEXAS	DISTRICT	SHEET
COUNTY	WACO	SECTION	11
ENGINEER	01B4	CONTRACT	06B



**(A) STONE RETAINING WALL SECTION**  
1/4" = 1'-0"

**(B) STONE RETAINING WALL SECTION**  
1" = 3"

**GENERAL NOTES**

1. SEE SHEET 9-10 FOR WALL LOCATION.
2. GRADE PLANTING BED TO DRAIN AWAY FROM WALLS.
3. TOP OF WALL SHOULD BE EQUAL IN ELEVATION.
4. ALL EXCAVATION IS SUPPLEMENTAL TO THE WALL ITEM.
5. REBAR TO BE 2" MIN. FROM EDGE OF CONCRETE (TYPICAL)
6. MORTAR TO BE 3/4" (TYPICAL), COLOR - CREAM
7. STONE VENEER PROVIDED BY KIRBY STONE CO. OR APPROVED EQUAL. SAND STONE-LIGHT AUTUMN BLEND, LIGHT COLOR ONLY TOP AND BOTTOM CUT. 3 1/2" DEEP, 4", 6", 8" MINGLE HEIGHT.
8. SUBMIT SAMPLES OF ARCHITECTURAL STONE AND MORTAR FOR APPROVAL BY ENGINEER.

NOTE: FOR STONE VENEER AND MORTAR, REFER TO THE SPECIFICATIONS AND PRODUCT LITERATURE FOR THE STONE AND MORTAR PRODUCTS.

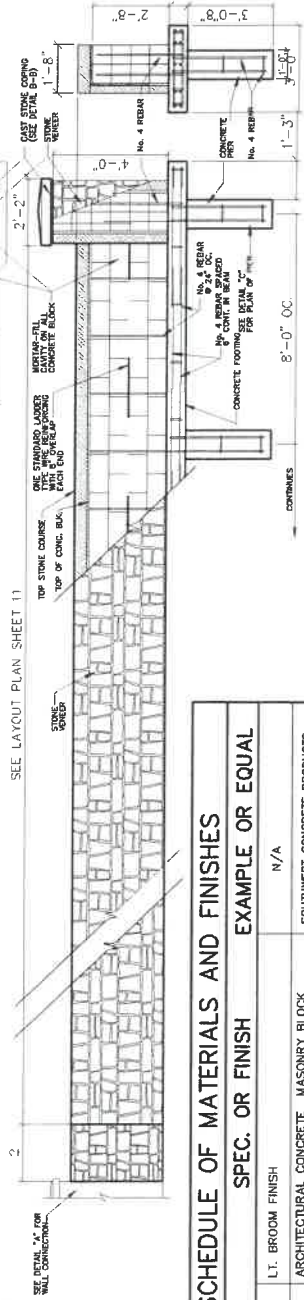


*Salomon Flores*  
1-9-2023

Texas Department of Transportation		PROJECT NUMBER		SHEET 2 of 4	
© 2023		(SEE TITLE SHEET)		SH 36	
GATESVILLE		DISTRICT		SHEET NO.	
WALL DETAILS		WACO		CORYELL	
DIVISION		STATE		JOB	
06		TEXAS		01	
CONTROL		0184		058	
TOTAL SHEETS		TOTAL SHEETS		TOTAL SHEETS	
12		12		12	

**NOTES:**

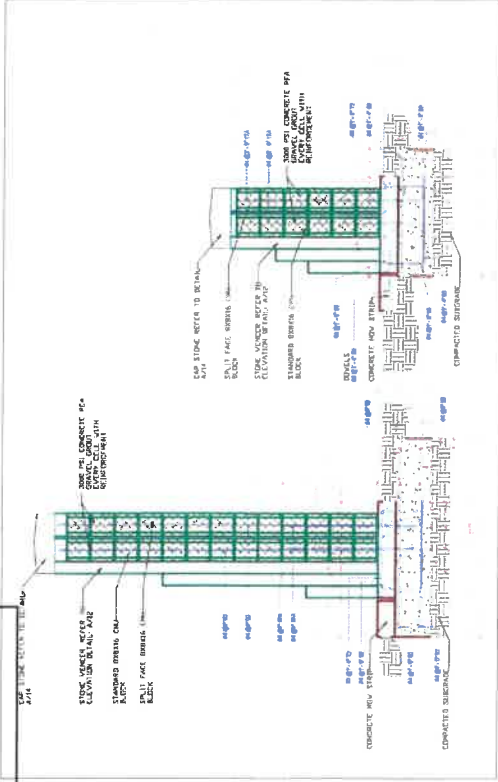
1. SEE LAYOUT PLAN SHEET 9 & 11 FOR WALL LOCATIONS.
2. SEE DETAIL SHEET 12, 13 & 14 FOR WALL DETAILS.
3. SUBMIT SAMPLES OF ARCHITECTURAL CONCRETE MASONRY BLOCK, CAST STONE, AND STONE VENEER FOR APPROVAL BY THE ENGINEER.
4. SEE WALL SCHEDULE OF MATERIALS AND FINISHES THIS SHEET FOR MATERIAL AND DIMENSIONS FOR ARCHITECTURAL CONCRETE BLOCK, CAST STONE AND STONE VENEER.



SCHEDULE OF MATERIALS AND FINISHES	
ITEM	SPEC. OR FINISH EXAMPLE OR EQUAL
RRP/RP (CONC) (4 IN)	N/A
RETAINING WALL CONCRETE MASONRY BLOCK	ARCHITECTURAL CONCRETE MASONRY BLOCK REGULAR 8x8x16 SPLIT-FACE ON ONE SIDE ONLY FOR BACK SIDE OF WALLS ONLY. FRONT SIDE OF WALL ALL SMOOTH. LIMESTONE BUFF COLOR.
CAST STONE PRODUCTS	SMOOTH WHITE LIMESTONE FINISH. MORTAR COLOR TO MATCH CAST STONE. PROVIDE SHOP DRAWINGS FOR JOINTING, REINF. STEEL, AND WALL CONNECTION DEVICES.
RETAINING WALL (CONC BLK) STONE VENEER	3/4" THICK, RANDOM LENGTH & WIDTH STONE VENEER. APPROVE ALL DISTRICT LANDSCAPE ARCHITECT WILL APPROVE ALL STONE PRIOR TO ITS DELIVERY TO THE SITE.

**STONE RETAINING WALL SECTION**

1/4" = 1'-0"



**STONE RETAINING WALL SECTIONS**

0 L.S.



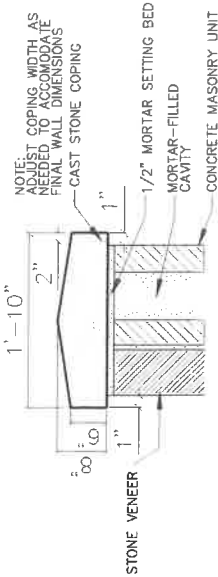
Texas Department of Transportation  
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**GATESVILLE  
WALL DETAILS**

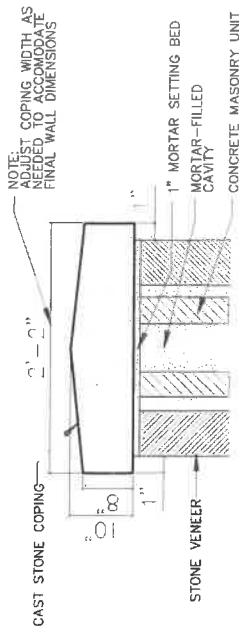
PROJECT NUMBER	PROJECT TITLE SHEET	SHEET NO.
06	(SEE TITLE SHEET)	SH 36
STATE	DISTRICT	COUNTY
TEXAS	WAGO	CORYELL
CONTROL	SECTION	JOB
0184	01	068

Sheet 3 of 4  
PROJECT NO. SH 36  
SHEET NO. 13

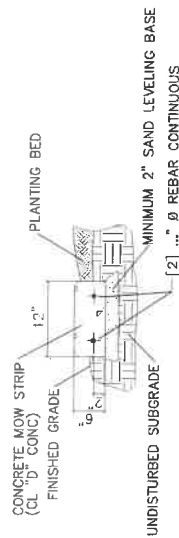




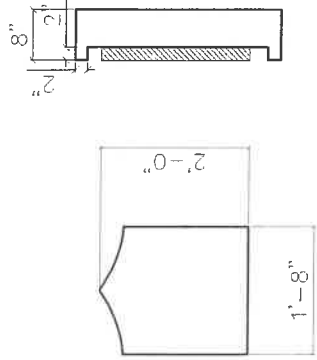
**A-A** SECTION THRU RETAINING WALL COPING  
NTS



**B-B** SECTION THRU WALL COLUMN CAP  
NTS



**C-C** SECTION RIPRAP (CONC)  
MOW STRIP  
NTS



**D-D** SECTION THRU WALL PLAQUE  
NTS

**NOTES:**

1. THE TWO PLAQUES WILL BE FORMED OF THE SAME MATERIAL AS THE OTHER CAST STONE ITEMS IN THIS PROJECT BUT OF A COLOR TO MATCH THE RED STONE OF THE GATESVILLE, TX COURTHOUSE. CONTRACTOR TO SUBMIT 3 OPTIONS FOR REVIEW BY ENGINEER.
2. SEE LAYOUT PLAN SHEET 9 FOR WALL LOCATION.
3. SEE DETAIL SHEET 12 AND 13 FOR SECTION DETAILS.
4. SUBMIT SAMPLES OF ARCHITECTURAL CONCRETE MASONRY BLOCK, CAST STONE, AND STONE VENEER FOR APPROVAL BY THE ENGINEER.
5. SEE WALL SCHEDULE OF MATERIAL AND FINISHES SHEET 13 FOR MATERIAL AND FINISHES FOR ARCHITECTURAL CONCERT BLOCK, CAST STONE AND STONE VENEER.
6. SUBMIT SHOP DRAWINGS FOR APPROVAL BY ENGINEER.

NOTE:  
SEE SCHEDULE OF MATERIALS AND FINISHES FOR SIZES, COLORS, AND EXAMPLES OF BLOCK, STONE, AND CAST STONE PRODUCTS.



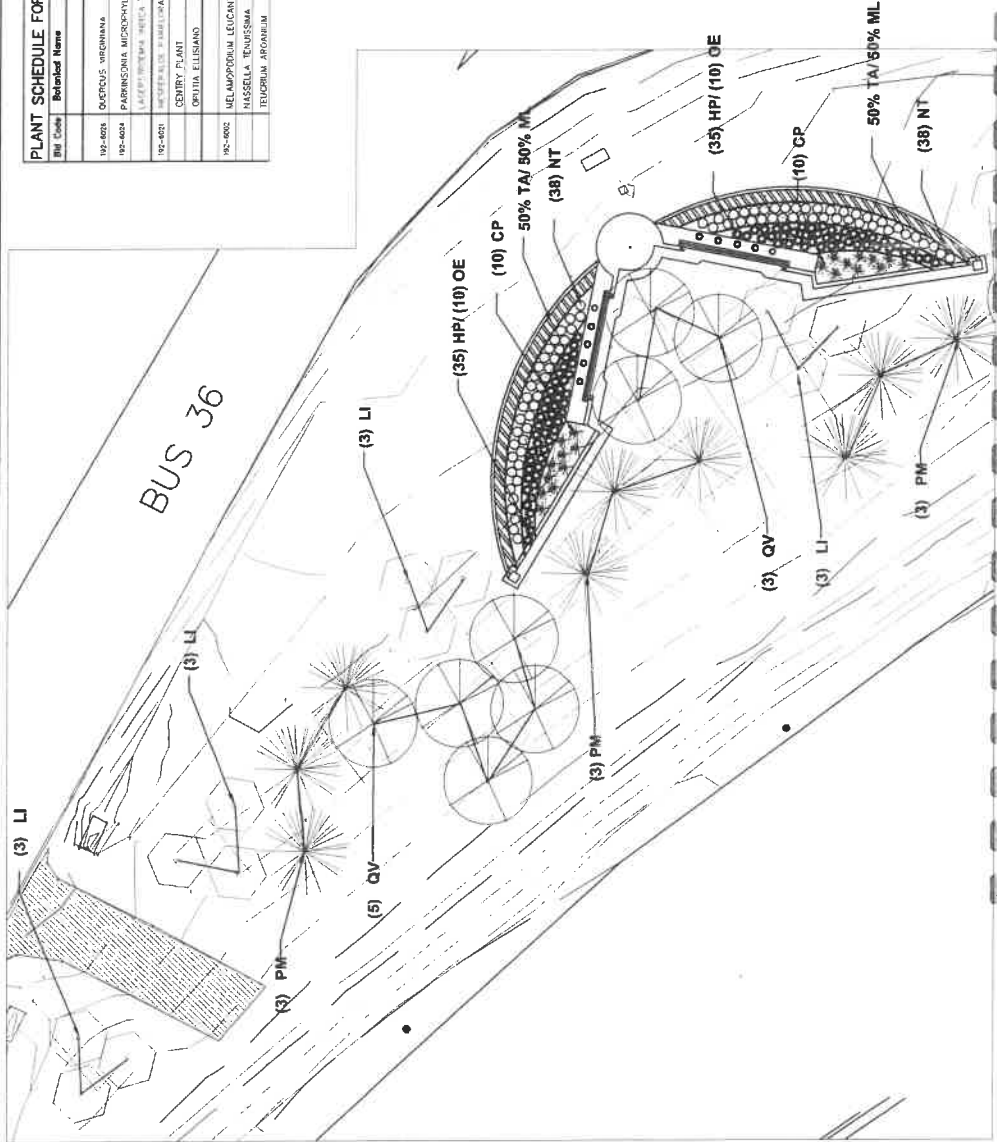
1-9-2023

PROJECT NUMBER	PROJECT TITLE	SHEET NO.	TOTAL SHEETS
06	(SEE TITLE SHEET)	SH 36	41
STATE	DISTRICT	COUNTY	DISTRICT
TEXAS	WACO	CORYELL	
CONTROL	SECTION	JOB	
0184	01	068	14

**PLANT SCHEDULE FOR THIS SHEET (ONLY)**

Bill Code	Botanical Name	Abbrev	Common Name	Quantity	Caliper	Height	Spread	Remarks
192-401	QUERCUS VIRENANA	QV	LIVE OAK	8	65 GAL	12'-14'	8'-7'	Full spreading, straight trunk, Spacious canopy. (Must NOT include barewood plants to allow growth)
192-402	PARSONIA MICROPHYLLA	PM	PALOWIDE	9	30 GAL	8'-8'	4'-5'	(Must NOT include barewood plants to allow growth)
192-403	LAUREL EMERALD 'TUSCARORA'	LI	LAUREL EMERALD 'TUSCARORA'	12	30 GAL	8'-8'	4'-5'	(Must NOT include barewood plants to allow growth)
192-404	RED YUCCA 'BRANDYBAY'	RY	RED YUCCA 'BRANDYBAY'	70	5 GAL			FULL POT, WELL ROOTED 36" O.C.
192-405	CESTRUM PLANT	CP	CENTURY PLANT	30	5 GAL			
192-406	ORITHA ELLISMANI	OE	SPRINGING CACTUS	30	5 GAL			24" HT, 24" SP, FULL ROUNDED FORM 36" O.C.
192-407	LEUCANTHUM LEUCANTHUM	NL	BLACK FOOT DASY	40	1 GAL			
192-408	TRICHOCLERUS	TR	MEXICAN FEATHER GRASS	76	1 GAL			
192-409	TEODORIUM ARBOREUM	TA	CREeping EDWARDS	40	1 GAL			FULL POT, WELL ROOTED 18" O.C.

- NOTES:**
1. LOCATE ALL UTILITIES BEFORE BEGINNING CONSTRUCTION
  2. SEE PLANTING DETAIL SHEET.
  3. PLANTING PLANS ARE DIAGRAMMATIC REPRESENTATIONS OF PROPOSED WORK AREAS ONLY. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND STAKING LIMITS OF EACH BED PREPARATION AREA IN ACCORDANCE WITH PLANS. ADJUSTMENTS WILL BE MADE TO ACCOMMODATE SITE CONDITIONS. ALL LOCATIONS WILL BE APPROVED PRIOR TO ANY BED PREPARATION WORK.



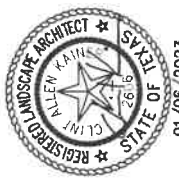
MATCH LINE SEE SHEET 16

0 SCALE: 1"=60'-0"



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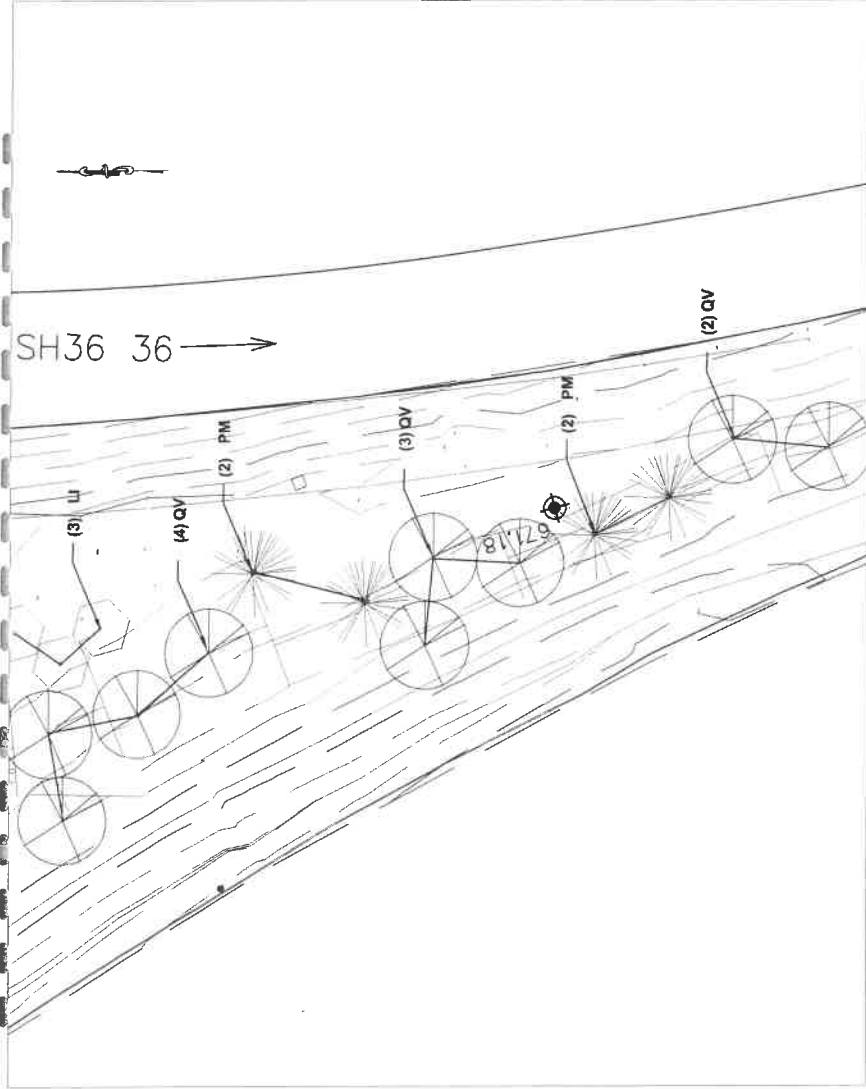
**GATESVILLE  
PLANTING PLAN**



Sheet 1 of 2

PROJECT NUMBER	SH 36
(SEE TITLE SHEET)	SHEET NO.
STATE	WACO
COUNTY	CORYELL
SECTION	
JOB NO.	068
DATE	01/18/23

MATCH LINE SEE SHEET 15



- NOTES:
1. LOCATE ALL UTILITIES BEFORE BEGINNING CONSTRUCTION
  2. SEE PLANTING DETAIL SHEET.
  3. PLANTING PLANS ARE DIAGRAMMATIC REPRESENTATIONS OF PROPOSED WORK AREAS ONLY. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND STAKING LIMITS OF EACH BED PREPARATION AREA IN ACCORDANCE WITH PLANS. ADJUSTMENTS WILL BE MADE TO ACCOMMODATE SITE CONDITIONS. ALL LOCATIONS WILL BE APPROVED PRIOR TO ANY BED PREPARATION WORK.

PLANT SCHEDULE FOR THIS SHEET (ONLY)

BK Code	Botanical Name	Quantity	Common Name	Caliper	Height	Spread	Remarks
192-822	QUERCUS VIRGINICA	6	LIVE OAK	85 GAL	12'-14'	6'-7'	Full Spreading, Straight Trunk, Specimen Quality (Must NOT include landscape plant for same species)
197-824	PAONISODIA MICROPHOLLA	8	PALMETTO	30 GAL	6'-8'	4'-5'	Full Spreading, Straight Trunk, Specimen Quality (Must NOT include landscape plant for same species)
	LACINIOSPERMA BIUNCA 'TRICOLORATA'	1	CREPE MYRTLE	30 GAL	6'-8'	4'-5'	FULL PORT, WELL ROOTED 3/4" CAL.

0 SCALE: 1"=40' - 40



GATESVILLE  
PLANTING PLAN



PROJECT NUMBER	PROJECT TITLE	SHEET NO.
06	(SEE TITLE SHEET)	SH 36
DISTRICT	COUNTY	
TEXAS	WACO	
CONTROL	SECTION	
0184	01	068
JOB		
		16

PLANT SPECIFICATIONS		PLANT MATERIAL MUST CONFORM TO ALL SPECIFICATIONS					MINIMUM SPECIFICATIONS			Remarks
Botanical Name	ABBREV	Common Name	Color	Quantity	Root Condition	Caliper	Height	Spread		
<i>QUERCUS VIRGINIANA</i>	OV	LIVE OAK		17	CONTAINER	85 GAL	12'-14'	6'-7'	Full Branching, Straight trunk, Specimen Quality. (Must NOT require bamboo splint to stand upright)	
<i>PARROTIA HICORYLLA</i>	PM	PALOVERDE		13	CONTAINER	30 GAL	6'-8'	4'-5'	Full Branching, Straight trunk, Specimen Quality. (Must NOT require bamboo splint to stand upright)	
<i>LAGERSTROMIA SPECIOSA</i>	LI	CREPE MYRTLE		15	CONTAINER	30 GAL	6'-8'	4'-5'	Full Branching, Straight trunk, Specimen Quality. (Must NOT require bamboo splint to stand upright)	
<i>Hesperaloe parviflora</i>	Cc	RED YUCCA 'breaklights'		70	CONTAINER	5 GAL			FULL POT, WELL ROOTED 36" O.C.	
<i>Century plant</i>	Pa	CENTURY PLANT		20						
<i>Quinto elisano</i>	Qu	SPINELESS CACTUS		20					24" HT, 24" SPR, FULL ROUNDED FORM 30" O.C.	
<i>MELANOPHYLLUM LEUCANTHEMUM</i>	EP	BLACK FOOT DAISY		40	CONTAINER	1 GAL			FULL POT, WELL ROOTED 18" O.C.	
<i>HAESSELLA TENISSISSIMA</i>	MF	MEXICAN FEATHER GRASS		76	CONTAINER	1 GAL			FULL POT, WELL ROOTED 18" O.C.	
<i>TEUCRIUM ASCARIUM</i>	TA	CREeping GERMANDER		40	CONTAINER	1 GAL			FULL POT WELL ROOTED 18" O.C.	

PLANT SPECIFICATION NOTES:

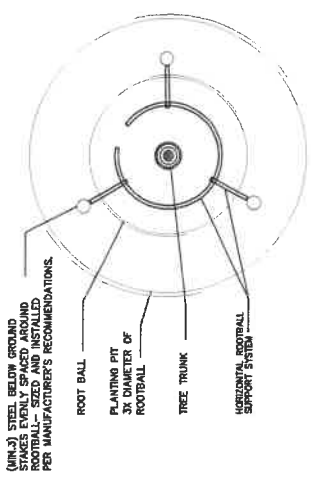
- Reference Item 192 of the Texas Standard Specifications for Construction of Highways, Bridges, Culverts, and Structures for specifications, dimensions, volumes and measurements that are not shown.
- All plants to be nursery grown in containers unless otherwise shown on plans. See SEEDLING NOTES this sheet for additional information.
- Provide photographs of plant material when requested by Engineer.
- Properly handle and maintain plants during delivery, handling, storage, and planting, work, and may reject any plant material improperly handled and/or maintained.
- DELIVERY NOTICE:** Provide 48 hour notice of proposed plant material delivery prior to arrival at project or storage area.
- DELIVERY TICKETS:** For each plant material delivered, provide a ticket listing the plant number, size, and name (common and botanical) of each of the species of plant material.
- WATERING PLAN(S):** Prior to arrival at project or storage area, provide a watering plan for plants to be installed or stored. Watering plan(s) must be approved by Engineer prior to delivery to project or storage area.



GATESVILLE  
PLANTING SPECIFICATIONS

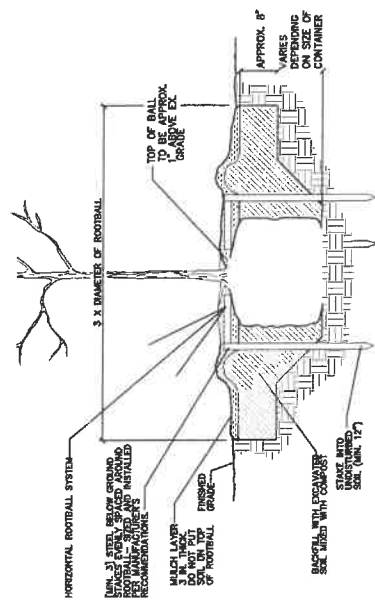
PROJECT NUMBER	06	PROJECT TITLE SHEET	01
STATE	TEXAS	COUNTY	WACO
SECTION	0184	SECTION	01
JOB	068		





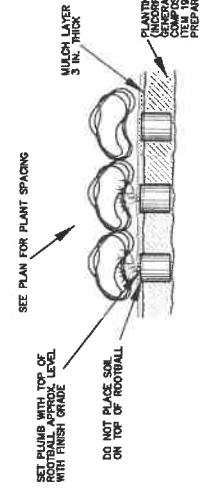
SINGLE & MULTI-TRUNK TREE PLANTING AND BELOW GRADE STAKING PLAN

NTS



SINGLE & MULTI-TRUNK TREE PLANTING AND BELOW GRADE STAKING SECTION

NTS



SHRUB PLANTING IN MASS BEDS

NTS

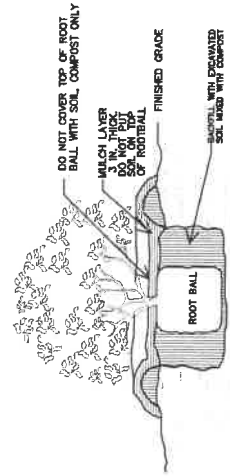
VEGETATIVE WATERING SCHEDULE FOR:	ITEM DESCRIPTION	FREQUENCY	RATE
Construction/installation operations, Item 192.3	SHRUBS	Some day as planting and 2 times per week with a minimum 2 days between waterings	2 times plant container gallon size per plant
90-day Maintenance period, Item 192.3			
3 month Establishment period, Item 193			
Construction/installation operations, Item 192.3	TREES	Some day as planting and 1 times per week with a minimum 2 days between waterings	1 times plant container gallon size per plant
90-day Maintenance period, Item 192.3			
3 month Establishment period, Item 193			
Construction/installation operations, Item 192.3	SEEDING	Some day as planting & daily for 10 days following then 2 times per week for remainder of installation period. Weekly during Maintenance period.	1 inch of water
90-day Maintenance period, Item 192.3			

**NOTES:**  
 Provide water necessary to meet the quality and schedule shown above. Construction/installation operations & 90-day Maintenance period water required is subsidiary to Item 192 and will not be paid for separately.  
 120-day Establishment period will be paid under Item 193-6001.  
 Rate and frequency may be adjusted to meet site conditions and weather as approved or directed by engineer.  
 Refer to Item 198.2 for water quality information.  
 At the time of installation all plants are to be watered manually the same day as planting at a rate and frequency shown above.  
 Stressed plant material will be rejected according to Item 192.2(B) and replaced.

**PLANTING BED PREPARATION**

PERFORM PLANTING BED OPERATIONS IN THE FOLLOWING ORDER:

- STAKE BED PREPARATION AREAS OR OTHERWISE DESIGNATE THE PROPER LOCATIONS ACCORDING TO THE PLANS. OBTAIN APPROVAL OF FINAL LOCATIONS BEFORE CONTINUING WORK UNDER THIS ITEM.
- AFTER UNDERGROUND UTILITIES ARE LOCATED AND MARKED, THE BED PREPARATION SHALL BE TO A DEPTH OF 12 INCHES. TAKE SPECIAL PRECAUTION TO AVOID ANY UNDERGROUND UTILITIES WITHIN THE PROJECT AREAS AND DO NOT ALTER EXISTING DRAINAGE PATTERNS.
- ADD 4" GENERAL USE COMPOST/COMPOST IS SUBSTITUTED FOR ITEM 192-601B, PLANT BED PREPARATION.
- TILL/DISC SOIL TO A SMOOTH CONSISTENCY TO A DEPTH OF TWELVE (12) INCHES.
- AFTER PLANTING MULCH BEDS WITH CYPRESS BARK, MULCH TO A DEPTH OF 3".



SHRUB AND GROUND COVER PLANTING

NTS



01/06/2023

Texas Department of Transportation  
 © 2022

**GATESVILLE  
 PLANTING AND  
 ESTABLISHMENT**

PROJECT NUMBER	PROJECT NUMBER	PROJECT NUMBER	PROJECT NUMBER
06	(SEE TITLE SHEET)	SH 36	SH 36
STATE	COUNTY	COUNTY	COUNTY
TEXAS	WACO	CORYELL	CORYELL
CHECK	SECTION	JOB	JOB
0184	01	068	18

Sheet 1 of 3

**PROJECT CONDITIONS DURING INSTALLATION AND SUSPENSION**

During project installation and suspension periods, project site conditions are Contractor's responsibility. Contractor will maintain project site conditions as shown on plans. All project site maintenance work is incidental and is not paid for separately unless otherwise shown on plans. Stacks and Bids 2014 for specifications, dimensions, volumes and measurements that are not shown. Notify Engineer prior to each site visit. Determination of the completeness of work will be done in the presence of the Engineer some day on work activity.

**TIMELINE**

From BEGINNING OF PROJECT CONSTRUCTION OR SUSPENSION thru END OF CONSTRUCTION/INSTALLATION

**DESCRIPTION OF WORK**

WATERWAYS\*\* PLANTING AND ESTABLISHMENT SHEET 1 OF 4, VEGETATIVE WATERING SCHEDULE FOR TREES, SHRUBS, VINES)

MOWING, TRIMMING, AND EDGING (from back of curb, retaining wall, barrier, and riprap to bed preparation area, otherwise 6' width around outside preparation area, including areas around any structures within the outer limits adjacent to the roadway) DO NOT MOW, TRIM, OR EDGE WITHIN 3' OF ANY TREE.

PLANT BASH, BED, AND WORKSITE MAINTENANCE (includes keeping all sheets within or near the bed preparation area free of compost, maintain bed preparation area free of debris, and maintain bed preparation area free of weather refuse. If no requirement is selected, maintain per Item 1022.3.113.3)

WEED CONTROL REQUIREMENT  See PLANTING AND ESTABLISHMENT SHEET 5 OF 6 For Requirements

PLANT SUPPORTS See PLANTING AND ESTABLISHMENT SHEET 5 OF 6 For Requirements

PRUNING (includes palm plant material and dead, diseased, or damaged palm fronds.)

INSECT DISEASE AND ANIMAL INSPECTION AND TREATMENT (Exterminates all active ant colonies in bed preparation areas)

LITTER AND DEBRIS COLLECTION AND DISPOSAL (includes planting bed preparation area, including areas within 10' of curb, and 10' of adjacent tree trunk wrap and protection guard removal and disposal. (Not applicable)

TREE TRUNK WRAP AND PROTECTION GUARD REMOVAL AND DISPOSAL (Not applicable)

PLANT REPLACEMENT\*

1022-4002 LANDSCAPE TREATMENT (TY 2) (See PLANT BED PREPARATION TYPE III, SHEETS 1 AND 2 of 2, each application will be paid for separately)

IRRIGATION SYSTEM (Only when Item 139 indicates Section of Irrigation, Irrigation system is part of the contract. See IRRIGATION DETAILS AND MATERIALS SHEET 1 OF 3, GUARANTEE, AND ACCEPTANCE)

\* Remove any materials damaged by actions described in Item 7.17. Remove and disposal of damaged material. Contractor may be reimbursed for plant replacement in accordance with Item 7.17.1. There is not a reimbursable repair.



**GATESVILLE PLANTING AND ESTABLISHMENT**

PROJECT NUMBER	06	(SEE TITLE SHEET)
DISTRICT	TEXAS	WACO
COUNTY	WACO	CORYELL
SECTION	CONTROL	01
JOB	0154	01
DATE	06/18	19



**ITEM 192 LANDSCAPE PLANTING MAINTENANCE REQUIREMENTS**

After completion of the project installation, as shown in the plans and approved by the Engineer, begin maintenance activities for a period of 365 calendar days as described in Special Provision 192-001. Payment in accordance with Special Provision 192-001 is subject to completion of all scheduled maintenance activities. Timeline may vary due to rescheduling for failure to complete scheduled maintenance activities. References Item 170 and 150 of the Plans and Bridge 2014 and Special Specification 1008 for specifications, dimensions, volumes and measurements that are not shown. Notify Engineer prior to each site visit, determination of the completeness of work will be done in the presence of the Engineer every day as work activity.

DESCRIPTION OF WORK	TIMELINE (Days)												
	0	30	60	90	120	150	180	210	240	270	300	330	365
192.3.15.1. WATERING (See PLANTING AND ESTABLISHMENT SHEET 1 OF 4, VEGETATIVE WATERING SCHEDULE FOR TREES, SHRUBS, VINES)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.2. MOWING, TRIMMING, AND EDGING (From back of curb, retaining wall, barrier, edge of bed preparation areas, around and between planting bed preparation areas, including areas around any structures within the DO NOT MOW, TRIM, OR EDGE WITHIN 3' OF ANY TREE)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.3. PLANT BASIN, BED, AND WORKSITE MAINTENANCE (Includes keeping all inlets within preparation areas as shown below and regrade beds every 30 days or on also condition and weather require. If no requirement is selected, maintain per Item 192.3.15.3)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.3.3. Maintain weed-free per Item 192.3.15.3. Cord trimmers are not allowed. PER USE ORIGINALS PLANTS PER ITEM 192.15.5. INVASIVE VINES MUST BE REMOVED. WEEDS MUST BE FULLY REMOVED. CLEARDER BEDS ONLY.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.3.4. Maintain weed-free per Item 192.3.15.3. Cord trimmers are not allowed. PER USE ORIGINALS PLANTS PER ITEM 192.15.5. INVASIVE VINES MUST BE REMOVED. WEEDS MUST BE FULLY REMOVED. CLEARDER BEDS ONLY.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.4. PLANT SUPPORTS (Remove plant stakes and all associated materials within 10 days of this schedule unless this item 192 maintenance period is selected by Engineer)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.5. PRUNING (Includes palm plant material and dead, diseased, or damaged palm fronds.)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.6. INSECT, DISEASE, AND ANNUAL INSPECTION AND TREATMENT (Eliminate all active ant colonies in bed preparation areas)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.7. LITTER AND DEBRIS COLLECTION AND DISPOSAL (Includes planting bed preparation areas and designated mowing limits. In addition, keep all inlets within or near planting bed preparation areas free of debris and litter)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.8. TREE TRUNK WRAP AND PROTECTION GUARD REMOVAL AND DISPOSAL	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
192.3.15.9. PLANT REPLACEMENT * (See Special Provision 192-001)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1022-6002 LANDSCAPE TREATMENT (TY 2) (See PLANT BED PREPARATION TYPE III, SHEETS 1 AND 2 OF 2, each application will be paid for separately)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

✓ - Work required during defined period of timeline. At work must be completed for entire project.

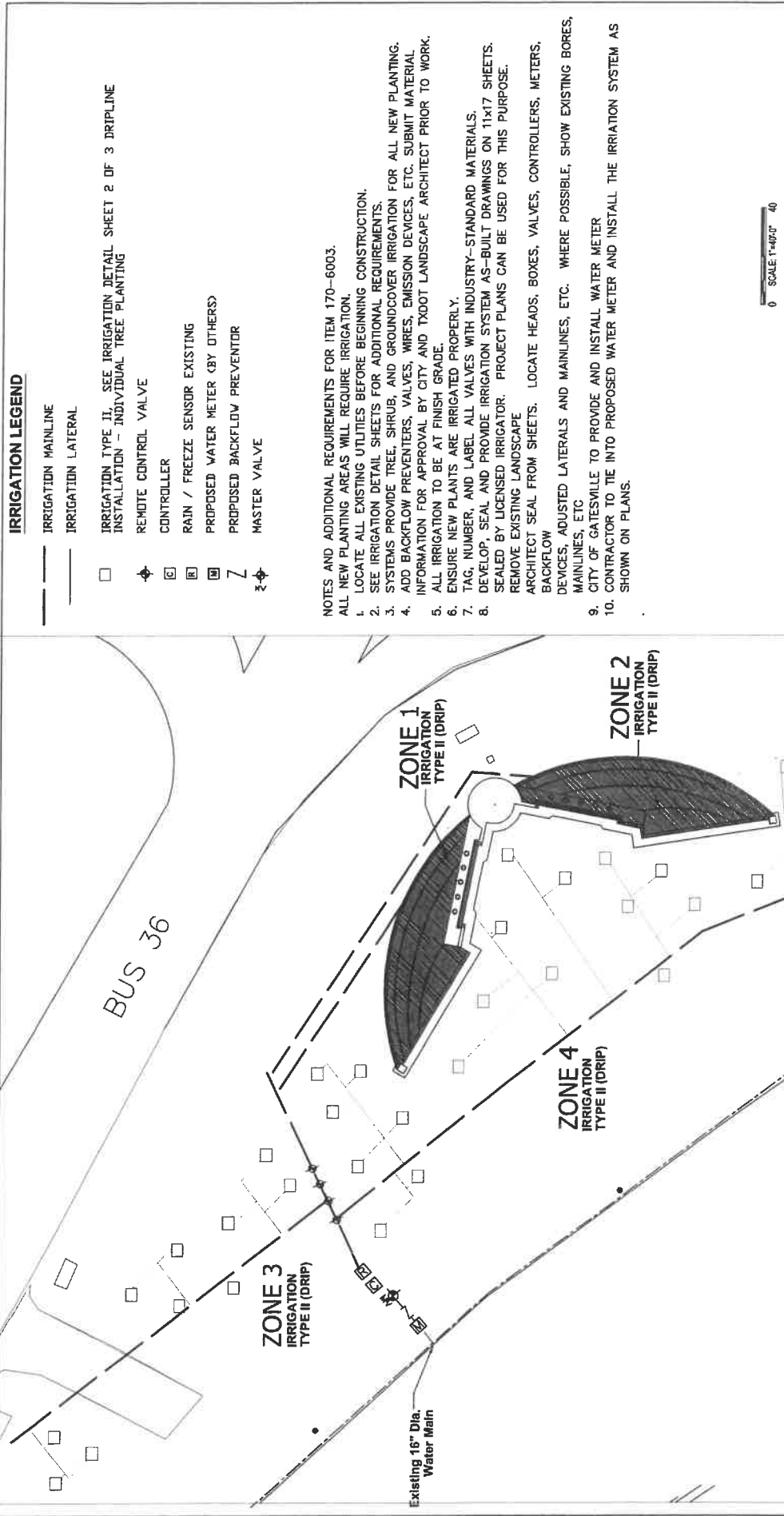
IRIGATION SYSTEM (Only when Item 170 Irrigation System, or a temporary irrigation system, is part of the project. See IRRIGATION DETAILS AND MATERIALS SHEET 7 OF 3, GUARANTEE AND ACCEPTANCE)

NOTES:  
 1. Remove any materials damaged by actions described in Item 7.17. Contractor may be reimbursed for plant replacement in accordance with Item 7.17.1. This is not a reimbursable repeat.  
 2. Any adjustments due to the failure to comply with plans and specifications shown will be at Contractors expense.

REGISTRATION ARCHITECT  
 CLINT ATKEN KATZ  
 STATE OF TEXAS  
 01/06/2023

Texas Department of Transportation  
 GATESVILLE  
 PLANTING AND ESTABLISHMENT

PROJECT NUMBER: 06 (SEE TITLE SHEET)  
 COUNTY: WACO  
 DISTRICT: CORYELL  
 SHEET: 20  
 JOB: 068



**IRRIGATION LEGEND**

- IRRIGATION MAINLINE
- IRRIGATION LATERAL
- IRRIGATION TYPE II, SEE IRRIGATION DETAIL SHEET 2 OF 3 DRIFLINE INSTALLATION - INDIVIDUAL TREE PLANTING
- ◊ REMOTE CONTROL VALVE
- ⊠ CONTROLLER
- ⊞ RAIN / FREEZE SENSOR EXISTING
- ⊞ PROPOSED WATER METER (BY OTHERS)
- ⊞ PROPOSED BACKFLOW PREVENTOR
- ⊞ MASTER VALVE

- NOTES AND ADDITIONAL REQUIREMENTS FOR ITEM 170-6003.  
 ALL NEW PLANTING AREAS WILL REQUIRE IRRIGATION.
1. LOCATE ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION.
  2. SEE IRRIGATION DETAIL SHEETS FOR ADDITIONAL REQUIREMENTS.
  3. SYSTEMS PROVIDE TREE, SHRUB, AND GROUNDCOVER IRRIGATION FOR ALL NEW PLANTING.
  4. ADD BACKFLOW PREVENTERS, VALVES, WIRES, EMISSION DEVICES, ETC. SUBMIT MATERIAL INFORMATION FOR APPROVAL BY CITY AND TXDOT LANDSCAPE ARCHITECT PRIOR TO WORK.
  5. ALL IRRIGATION TO BE AT FINISH GRADE.
  6. ENSURE NEW PLANTS ARE IRRIGATED PROPERLY.
  7. TAG, NUMBER, AND LABEL ALL VALVES WITH INDUSTRY-STANDARD MATERIALS.
  8. DEVELOP, SEAL AND DRAWING IRRIGATION SYSTEM AS-BUILT DRAWINGS ON 11x17 SHEETS. SEALED BY LICENSED IRRIGATOR. PROJECT PLANS CAN BE USED FOR THIS PURPOSE.
  9. REMOVE EXISTING LANDSCAPE ARCHITECT SEAL FROM SHEETS. LOCATE HEADS, BOXES, VALVES, CONTROLLERS, METERS, BACKFLOW DEVICES, ADJUSTED LATERALS AND MAINLINES, ETC. WHERE POSSIBLE, SHOW EXISTING BORES, MAINLINES, ETC.
  10. CITY OF GATESVILLE TO PROVIDE AND INSTALL WATER METER
  10. CONTRACTOR TO TIE INTO PROPOSED WATER METER AND INSTALL THE IRRIGATION SYSTEM AS SHOWN ON PLANS.

**MATCH LINE SEE SHEET 22 LEGEND**

- POWER POLE
- TRAFFIC SIGNAL POLE
- UTILITY BOX
- REV
- - - - STORM WATER
- SIGN

NOTE:  
 Planting and irrigation site location sheets are diagrammatic representations of proposed work areas only. Contractor is responsible for locating and staking limits of each work area in accordance with the plans. Adjustments will be made to accommodate site conditions. All locations will be approved prior to any work.

0 SCALE 1"=40' 40



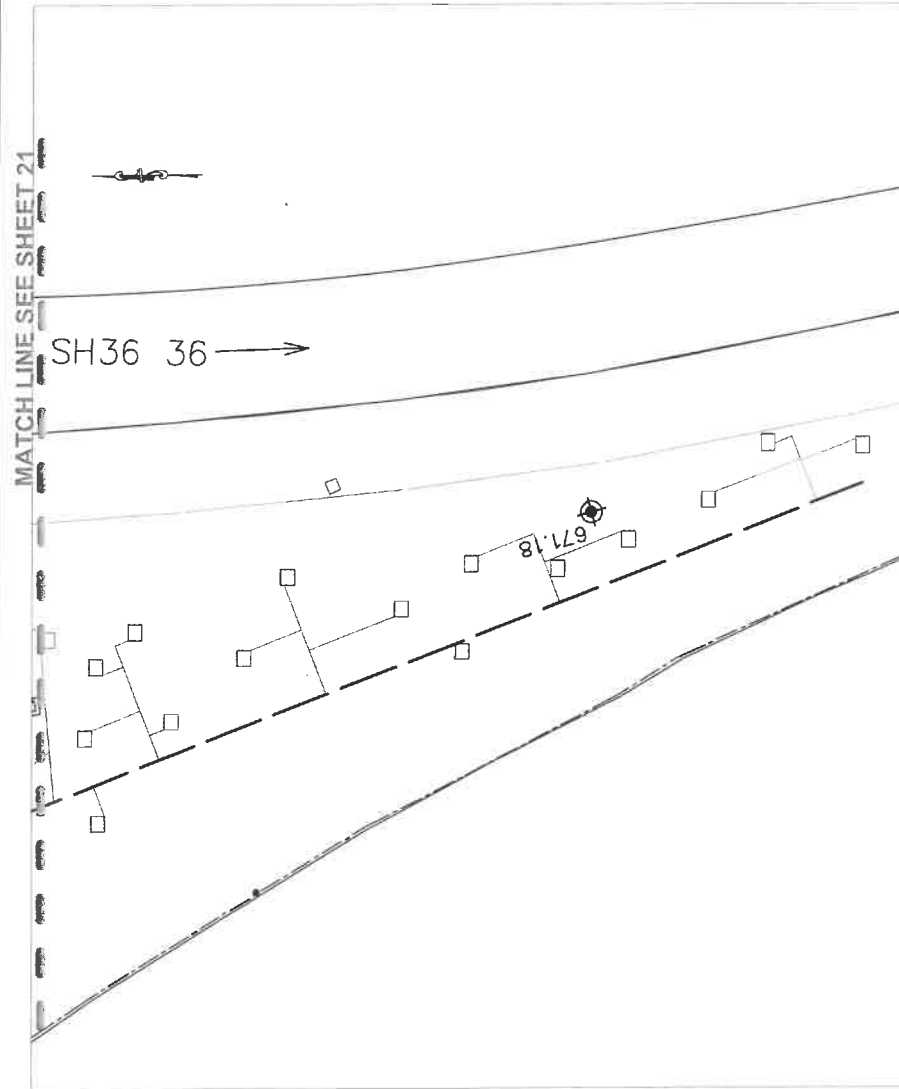
**GATESVILLE IRRIGATION PLAN**



01/06/2023

PROJECT NUMBER	06	(SEE TITLE SHEET)	SH 36
STATE	TEXAS	COUNTY	WACO
CITY/TOWN	GATESVILLE	SECTION	CORRYELL
JOB	01	SHEET NO.	21
DATE	01/06/2023		





**IRRIGATION LEGEND**

- IRRIGATION MAINLINE
- - - IRRIGATION LATERAL
- PROPOSED WATER METER (BY OTHERS)
- ⊕ REMOTE CONTROL VALVE
- ⊞ CONTROLLER
- ⊞ RAIN / FREEZE SENSOR EXISTING
- ⊞ PROPOSED WATER METER (BY OTHERS)
- ⊞ PROPOSED BACKFLOW PREVENTOR
- ⊞ MASTER VALVE

NOTES AND ADDITIONAL REQUIREMENTS FOR ITEM 170-6003.  
 ALL NEW PLANTING AREAS WILL REQUIRE IRRIGATION.  
 1. LOCATE ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION.  
 2. SEE IRRIGATION DETAIL SHEETS FOR ADDITIONAL REQUIREMENTS.  
 3. SYSTEMS PROVIDE TREE, SHRUB, AND GROUNDCOVER IRRIGATION FOR ALL NEW PLANTING.  
 4. ADD BACKFLOW PREVENTERS, VALVES, WIRES, EMISSION DEVICES, ETC. SUBMIT MATERIAL INFORMATION FOR APPROVAL BY CITY AND TxDOT LANDSCAPE ARCHITECT PRIOR TO WORK.  
 5. ALL IRRIGATION TO BE AT FINISH GRADE.  
 6. ENSURE NEW PLANTS ARE IRRIGATED PROPERLY.  
 7. TAG, NUMBER, AND LABEL ALL VALVES WITH INDUSTRY-STANDARD MATERIALS.  
 8. DEVELOP, SEAL AND PROVIDE IRRIGATION SYSTEM AS-BUILT DRAWINGS ON 11x17 SHEETS. SEALED BY LICENSED IRRIGATOR. PROJECT PLANS CAN BE USED FOR THIS PURPOSE. REMOVE EXISTING LANDSCAPE ARCHITECT SEAL FROM SHEETS. LOCATE HEADS, BOXES, VALVES, CONTROLLERS, METERS, BACKFLOW DEVICES, ADJUSTED LATERALS AND MAINLINES, ETC. WHERE POSSIBLE. SHOW EXISTING BORES, MAINLINES, ETC.  
 9. CITY OF GATESVILLE TO PROVIDE AND INSTALL WATER METER  
 10. CONTRACTOR TO TIE INTO PROPOSED WATER METER AND INSTALL THE IRRIGATION SYSTEM AS SHOWN ON PLANS.

0 SCALE: 1"=40'-0" 40'



**GATESVILLE  
IRRIGATION PLAN**

PROJECT NUMBER	0164	SECTION	01	JOB	068
PROJECT TITLE (SEE SHEET)	SH 36				
DISTRICT	WACO				
COUNTY	CORVELL				
STATE	TEXAS				
DATE	01/06/2023				
DRG NO.	21				



**LEGEND**

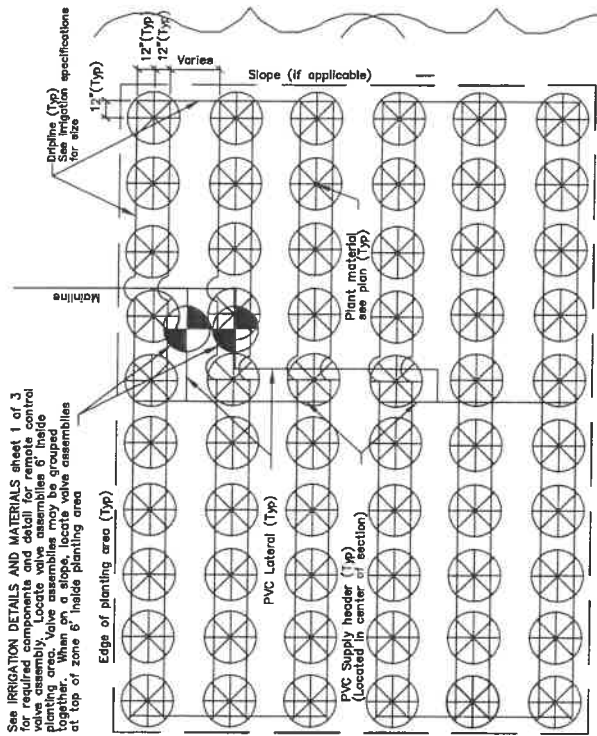
- POWER POLE
- TRAFFIC SIGNAL POLE
- UTILITY BOX
- RDW
- - - STORM WATER
- ⊞ SIGN

NOTE:  
 Planting and irrigation site location sheets are diagrammatic representations of proposed work areas only. Contractor is responsible for locating and staking limits of each work area in accordance with the plans. Adjustments will be made to accommodate site conditions. All locations will be approved prior to any work.

TEMPERATURE REVISIONS: 10-23-02

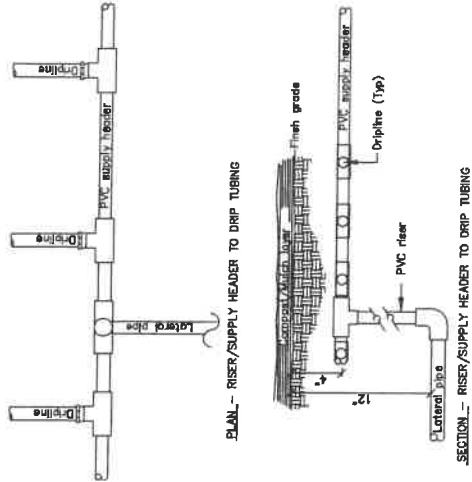


See IRRIGATION DETAILS AND MATERIALS sheet 1 of 3 for required components and detail for remote control assembly. Locate valve assemblies 6' inside planting area. Locate valve assemblies 6' inside planting area. When on a slope, locate valve assemblies at top of zone 6' inside planting area.



Dripline Section (Typ) will be spaced equal to other section sizes. When spaced on slopes, locate and size as shown in plans.

Dripline Section (Typ) will be approx. equal to other section sizes. When spaced on slopes, locate and size as shown in plans.

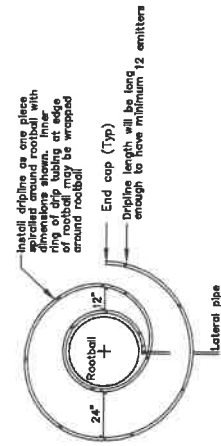


PLAN - RISER/SUPPLY HEADER TO DRIP TUBING

SECTION - RISER/SUPPLY HEADER TO DRIP TUBING

**DRIPLINE INSTALLATION - GROUP PLANTING**

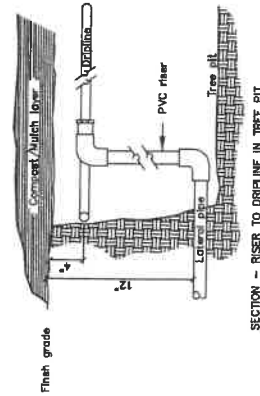
Note: When dripline sections are installed on slopes, schedule controller such that lower sections on slope receive water first. Contact engineer and landscape architect for setting length of timed dripline section. Total number of emitters and laterals will not allow for section GPM (gallons per minute) to exceed 20 GPM.



PLAN - RISER TO DRIPLINE IN TREE PIT

**DRIPLINE INSTALLATION - INDIVIDUAL PLANTING**

Note: Total number of emitters and laterals will not allow for section GPM (gallons per minute) to exceed 20 GPM.



SECTION - RISER TO DRIPLINE IN TREE PIT



01/03/2023

IRRIGATION DETAILS AND MATERIALS  
SHEET 2 OF 3

Details not to scale

FILE	DATE	PROJECT NUMBER	SHEET
REVISED	DATE	REVISED SHEET	24
DESIGNED	DATE	CHECKED	DATE
DRAWN	DATE	DATE	DATE

Texas Department of Transportation

IRRIGATION MATERIALS SPECIFICATIONS

DESCRIPTION	* EXAMPLE OR EQUAL	SIZE	REMARKS
TAP/METER	LOCAL CODE APPROVED BY LOCAL CODE	1 1/2 inch minimum 1 inch	LOCAL CODE MAY REQUIRE LARGER METER
BACKFLOW PREVENTER ENCLOSURE REQUIRED FOR THE FOLLOWING IRRIGATION SYSTEM TYPE: <input checked="" type="checkbox"/> TYPE I <input checked="" type="checkbox"/> TYPE II <input type="checkbox"/> TYPE III <input type="checkbox"/> TYPE IV Enclosure will be approved by the engineer. Enclosure will be manufactured specifically for purpose of protecting backflow preventer. Enclosure will be anchored to the ground. Enclosure will be completely removable. Enclosure size will provide access and loading mechanism will be approved by the engineer. Provide loads and keys. All loads will use same key mechanism. Enclosure will be designed by engineer or landscape architect. Loads may be integrated into enclosure.	APPROVED BY ENGINEER	APPROVED BY ENGINEER	PROVIDE FOUR(4) KEYS TO ENGINEER IF ENCLOSURE IS REQUIRED
VALVE APPURTENANCES: INCLUDES: BACK FLUSH FILTER and PRESSURE REGULATOR CHECK VALVE DUCK BILL ROOT CLOSE NIPPLES (1")	RAINBIRD XEZ-100-PRF-BF RAINBIRD PRF 100 BFF RAINBIRD CY100 RAINBIRD DBB	1 inch	
NELSON CONTROL VALVE WITH CONTROL MODULE Programmable actuator with lithium battery	NELSON BOB ACTUATOR, LITHIUM BATTERY, VALVE		
BORING		4 inch	OVERCUTTING WILL NOT BE ALLOWED
PVC SCH 40 ENGAGEMENT PIPE FOR SLEEVES AND BORES Present rated with slip type solvent welded joints		4 inch	REFERENCE ITEM 170-2-C
PVC SCH 80 above ground at backflow device		2 inch	PIPE RATED FOR DIRECT SUNLIGHT EXPOSURE
PVC SCH 40 MANIFOLD Fittings or slip type solvent welded joints		2 inch	
PVC SCH 40 LATERALS AND HEADERS		3/4 inch	PIPE RATED FOR DIRECT SUNLIGHT EXPOSURE
BURRED INSERTS AND SHIM-JOINT COMPONENTS SCH 80			
PVC FITTINGS Fittings with copper shield will be of the same size and class material as the pipe			
Dripline with COPPER SHIELD for Sub-Surface Irrigation	RAINBIRD DRPELINE XFS-06-24	0.6 GAL./HR. 24 inch DRIPPER SPACING	
DRIPLINE FITTINGS Fittings specially manufactured for all dripline connections, no banding/strapping allowed.			
CONTROL WIRE All low voltage control wire will be color coded. Specifications will conform to the controller manufacturer's specifications. All wire will be specifically manufactured for the project. All wire connections and splices will be completely waterproof and will be completely approved equal			
SOLVENT CEMENT Solvent cement will be the type recommended by the pipe manufacturer			
VALVE BOXES Backflow preventers, below-ground, backflow preventers, and quick coupling valves will be as shown on detail sheet			
VALVE BOX RISERS			

IRRIGATION SYSTEM NOTES:

- Reference IRRIGATION DETAILS AND MATERIALS sheets 1, 2, and 3 for details and requirements.
- Reference to manufacturer's trade name or catalog number is for the purpose of identification only, contractor is permitted to furnish like materials of other manufacturer's provided they are of equal quality and comply with specifications for the project.



01/03/2023

IRRIGATION DETAILS AND MATERIALS  
SHEET 3 OF 3

FILED	BY	DATE	PROJECT NUMBER	SHEET
REVISED	BY	DATE	SEE FILE SHEET	36
	CITY	COUNTY	CITY	DATE
	HOUSTON	HARRIS	TX	01/03/23

Texas Department of Transportation

**Certificate Of Completion**

Envelope Id: A5F266A95C6F43D6BC843948CF2B707B  
 Subject: Complete with DocuSign: TX DOT Landscape Agreement Revised Per Thomas.pdf  
 Source Envelope:  
 Document Pages: 22 Signatures: 1  
 Certificate Pages: 5 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Jeffrey Jackson  
 125 E. 11th Street  
 Austin, TX 78701  
 Jeff.Jackson@txdot.gov  
 IP Address: 204.64.21.247

**Record Tracking**

Status: Original  
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 Security Appliance Status: Connected  
 Storage Appliance Status: Connected

Holder: Jeffrey Jackson  
 Jeff.Jackson@txdot.gov  
 Pool: StateLocal  
 Pool: Texas Department of Transportation

Location: DocuSign  
 Location: DocuSign

**Signer Events**

Scott Albert  
 salbert@gatesvilletx.com  
 City Manager  
 Security Level: Email, Account Authentication (Optional)

**Signature**



Signature Adoption: Pre-selected Style  
 Using IP Address: 143.55.56.242

**Timestamp**

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 Viewed: 10/6/2023 4:19:20 PM  
 Signed: 10/6/2023 4:23:30 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/6/2023 4:19:20 PM  
 ID: e262c336-65a9-48ef-82bc-254266ade0d3

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Status

Timestamp

Jeff Jackson  
 jeff.jackson@txdot.gov  
 Area Engineer



Sent: 10/6/2023 4:23:34 PM

Texas Department of Transportation  
 Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Stephen Kasberg  
 stephen.kasberg@txdot.gov  
 Director of Maintenance



Sent: 10/6/2023 4:23:35 PM

Texas Department of Transportation  
 Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	10/6/2023 4:19:20 PM
Signing Complete	Security Checked	10/6/2023 4:23:30 PM
Completed	Security Checked	10/6/2023 4:23:35 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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### **How to contact Texas Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kevin.setoda@txdot.gov](mailto:kevin.setoda@txdot.gov)

**To advise Texas Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [kevin.setoda@txdot.gov](mailto:kevin.setoda@txdot.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Texas Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [kevin.setoda@txdot.gov](mailto:kevin.setoda@txdot.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [kevin.setoda@txdot.gov](mailto:kevin.setoda@txdot.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> </ul>



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|--|---|
|  | <ul style="list-style-type: none"><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul> |
|--|---|

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

City of Gatesville TX FY2022-23 4th Quarter Investment Report

Fund	Description	Type	Book Value 6/30/23	Market Value 6/30/2023	Interest Earned	Book Value 9/30/23	Market Value 9/30/2023	Days to Mat	Unrealized Gain/Loss	Change in Market Value
Pooled	Pooled Cash	BNKDEP	\$ 8,312,209	\$ 8,312,209	\$ 2,535	\$ 4,723,328	\$ 4,723,328	1	\$ -	\$ (3,588,880)
General	General Fund Operating	BNKDEP	\$ 3,984	\$ 3,984	\$ 0	\$ -	\$ -	1	\$ -	\$ (3,984)
Enterprise	FT HOOD WWR RESERVE	MMF	\$ 384,282	\$ 384,282	\$ 145	\$ 384,428	\$ 384,428	1	\$ -	\$ 145
Enterprise	2020 WATER MTR BOND	MMF	\$ 133,572	\$ 133,572	\$ 51	\$ 133,622	\$ 133,622	1	\$ -	\$ 51
Enterprise	2019 TWDB BOND PROCEEDS (BOKF)	MMF	\$ 8,645,252	\$ 8,645,252	\$ 107,183	\$ 8,752,435	\$ 8,752,435	1	\$ -	\$ 107,183
Enterprise	2019 TWDB BOND reserve	MMF	\$ 434,374	\$ 434,374	\$ 171	\$ 462,041	\$ 462,041	1	\$ -	\$ 27,667
General	TEXSTAR CLFR FUNDS 1	LGIP	\$ 1,474,103	\$ 1,474,103	\$ 17,879	\$ 1,083,914	\$ 1,083,914	1	\$ -	\$ (390,189)
General	TEXSTAR CLFR FUNDS 2	LGIP	\$ 1,590,061	\$ 1,590,061	\$ 20,280	\$ 1,524,707	\$ 1,524,707	1	\$ -	\$ (65,354)
General	TEXSTAR GENERAL FUND RESERVES	LGIP	\$ -	\$ -	\$ 7,574	\$ 1,007,574	\$ 1,007,574	1	\$ -	\$ 1,007,574
Enterprise	TEXSTAR W&S FUND RESERVES	LGIP	\$ -	\$ -	\$ 7,574	\$ 1,007,574	\$ 1,007,574	1	\$ -	\$ 1,007,574
General	TEXPOOL MMA	LGIP	\$ 435,427	\$ 435,427	\$ 5,787	\$ 441,213	\$ 441,213	1	\$ -	\$ 5,787
<b>Totals</b>			<b>\$ 21,413,263</b>	<b>\$ 21,413,263</b>	<b>\$ 169,179</b>	<b>\$ 19,520,837</b>	<b>\$ 19,520,837</b>		<b>\$</b>	<b>\$ (1,892,427)</b>

Type Breakdown:	Book Value	Percent of portfolio	Wtd Avg Mat	Wtd Avg Yield
LGIP	5,064,983	25.95%	1	1.5517%
MMF	9,732,526	49.86%	1	1.1583%
BNKDEP	4,723,328	24.20%	1	0.0537%
	<b>19,520,836.80</b>	<b>100.00%</b>	<b>1</b>	<b>0.99309%</b>

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

*Mike Halsema*  
 Mike Halsema  
 Finance Director/Investment Officer

*Scott Albert*  
 Scott Albert  
 City Manager/Investment Officer



## Other Business Agenda Item #9

### CITY COUNCIL MEMORANDUM

**Date:** October 24, 2023  
**To:** Mayor & City Council  
**From:** Scott L. Albert, City Manager

**Agenda Item:** Discussion and possible action regarding a professional services agreement with Freese & Nichols Inc. for evaluating city water facilities that will include developing a list of recommended improvements, associated capital costs for those improvements, and recommended timing of the improvements.

#### Information:

While preparing the FY 2024 budget, the Water Production team expressed significant concerns about the neglected condition of numerous city water facilities. Some of these concerns are outlined below:

- Backup power for the raw water intake, the water treatment plant, and booster pump stations #1, #2, and #3. (Generators, generator contracts, or secondary suppliers.)
- Raw water intake gates.
- The switch gear and pump starters preferably with VFDs at raw water intake, water treatment plant, and booster pump station #1.
- SCADA
- Filter media.
- Lagoons (hopefully will be within the limitations of our 2024 CDBG grant)
- Booster pump station #2 and electrical. (Rebuild or replace pumps, sandblast, and paint, cover with building, and replace all electrical.)
- Pull and rebuild pump #3 at the raw water intake and pump #4 at the water treatment Plant.
- Replace control valves on pump #3 at the raw water intake, pump #2 at the water treatment plant, and pump #2 at booster pump #1.
- Blast and recoat the Hughes Elevated Storage.
- Chlorination Booster Station.
- Chlorine Dioxide line.
- Fill valve at Booster Pump Station #3.

In response to these concerns, the City Council allocated funds in the FY 24 capital improvement budget to assess the condition of the water facilities and create a water improvement plan.

Over the past three months, city staff has collaborated with Freese & Nichols, Inc (FNI) to develop a scope of work to create a water improvement plan that will;

1. Evaluate the condition of our water production facilities.
2. Prepare a list of recommended improvements.
3. Estimate capital costs for the improvements.
4. Suggest the timing of the improvements.

The FNI proposal before the city council this evening will accomplish each of these tasks.

FNI will perform a risk-based assessment of the water production facilities and determine the following:

**What is the likelihood of an asset failing?**

- \* Asset age.
- \* Asset material.
- \* Performance of the asset.
- \* Maintenance history.

**What are the consequences of the asset failing?**

- \* Water quality.
- \* Water quantity.
- \* Difficulty of repair.
- \* Damage to property.

When completed, the water improvement plan will serve the following purposes:

1. Aid the city with allocating budgetary resources or securing financing for water system improvements based on priority.
2. Lay the groundwork for preparing a water master plan, which will benefit both regional customers and the city of Gatesville. A new water master plan will replace the outdated and aging 2007 regional water master plan.
3. The plan will be instrumental in devising new water rates for our wholesale customers and developing new regional water contracts.

**Financial Impact:**

The budget includes \$362,000 for this study; however, the FNI proposal came in at \$230,589.00.

**Staff Recommendation:**

The staff recommends that the City Council approve the professional services agreement with FNI.

**Motion:**

I move to approve the professional services agreement with Freese & Nichols to assess the city's water facilities.

**Attachments:**

- FNI Professional Services Agreement.
- PowerPoint presentation of FNI Risk Based Assessment Methodology.



City of Gatesville Water System Improvements Plan 10/2/2023 Detailed Cost Breakdown		Project Fee Summary	
Basic Services	218,622	Basic Services	218,622
Special Services	11,968	Special Services	11,968
<b>Total Project</b>	<b>230,589</b>	<b>Total Project</b>	<b>230,589</b>

City of Gatesville Water System Improvements Plan 10/2/2023 Detailed Cost Breakdown		Project Fee Summary	
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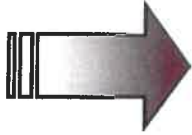
Phase	Task	Activity	Basic or Special	Task Description	Expenses					Total Expense Effort	Subconsultants	Total Effort
					Tech Charge	Miles	Meals	Hotel	Other			
A	a.	PM / Production	Basic	Project Management								
A	b.	PM / Production	Basic	Project Kickoff Meeting (Virtual)	11					94		
A	c.	PM / Production	Basic	Monthly Progress Meetings (4, Virtual)	36					306		
A	d.	PM / Production	Basic	Project Controls	92					762		
A	e.	PM / Production	Basic	Involving and Monthly Status Reports	12					102		
A	f.	SA / QA	Basic	Project Schedule	4					34		
A			Basic	QA/QC Plan and Implementation	16					136		
B	a.	PM / Production	Basic	Water Facility Improvements and Prioritization								
B	b.	PM / Production	Basic	Water Facilities Site Visits	129	1,028	500	1,350		3,897		
B	c.	PM / Production	Basic	Develop, Criteria and Scoring System (* Workshop)	71	1,028	250			1,564		
B	d.	PM / Production	Basic	Assign condition and Criticality Scores	46					391		
B	e.	PM / Production	Basic	Develop Improvements Project List	144					1,224		
B	f.	PM / Production	Basic	Risk Based Scoring and Prioritization	40					340		
B	g.	PM / Production	Basic	Capital Costs	90					765		
B	h.	Quality Control	Basic	Draft TM	112					952		
B	i.	PM / Production	Basic	ICC Draft TM	16					136		
B	j.	PM / Production	Basic	Review Workshop	75	1,028	250			1,598		
B	k.	PM / Production	Basic	Final TM	42					357		
B	l.	Quality Control	Basic	ICC Final TM	8					68		
C	a.	PM / Production	Special	Raw Water Intake Valves Inspection								
C			Special	Video Inspection and Subconsultant Coordination	26	862	150	450		1,476	4,000	
<b>Total Hours / Quantity</b>					<b>970</b>	<b>3,946</b>	<b>1,150</b>	<b>1,800</b>	<b>-</b>	<b>14,222</b>	<b>4,000</b>	<b>-</b>
<b>Total Effort</b>					<b>\$ 6,245</b>	<b>\$ 2,585</b>	<b>\$ 1,323</b>	<b>\$ 2,070</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,600</b>	<b>\$ -</b>
												<b>\$ 230,589</b>



# ***Risk Based Assessment Methodology***

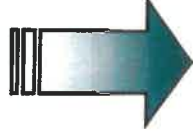
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$$\text{Risk} = f(\text{Condition}) \quad \times \quad \text{Criticality}$$



## What is the Likelihood of Asset Failure?

- Asset age
- Asset material
- Performance of asset
- Maintenance history




## What is the Consequence of Asset Failure?

- Water quality
- Water quantity
- Difficulty of repair
- Damage to property



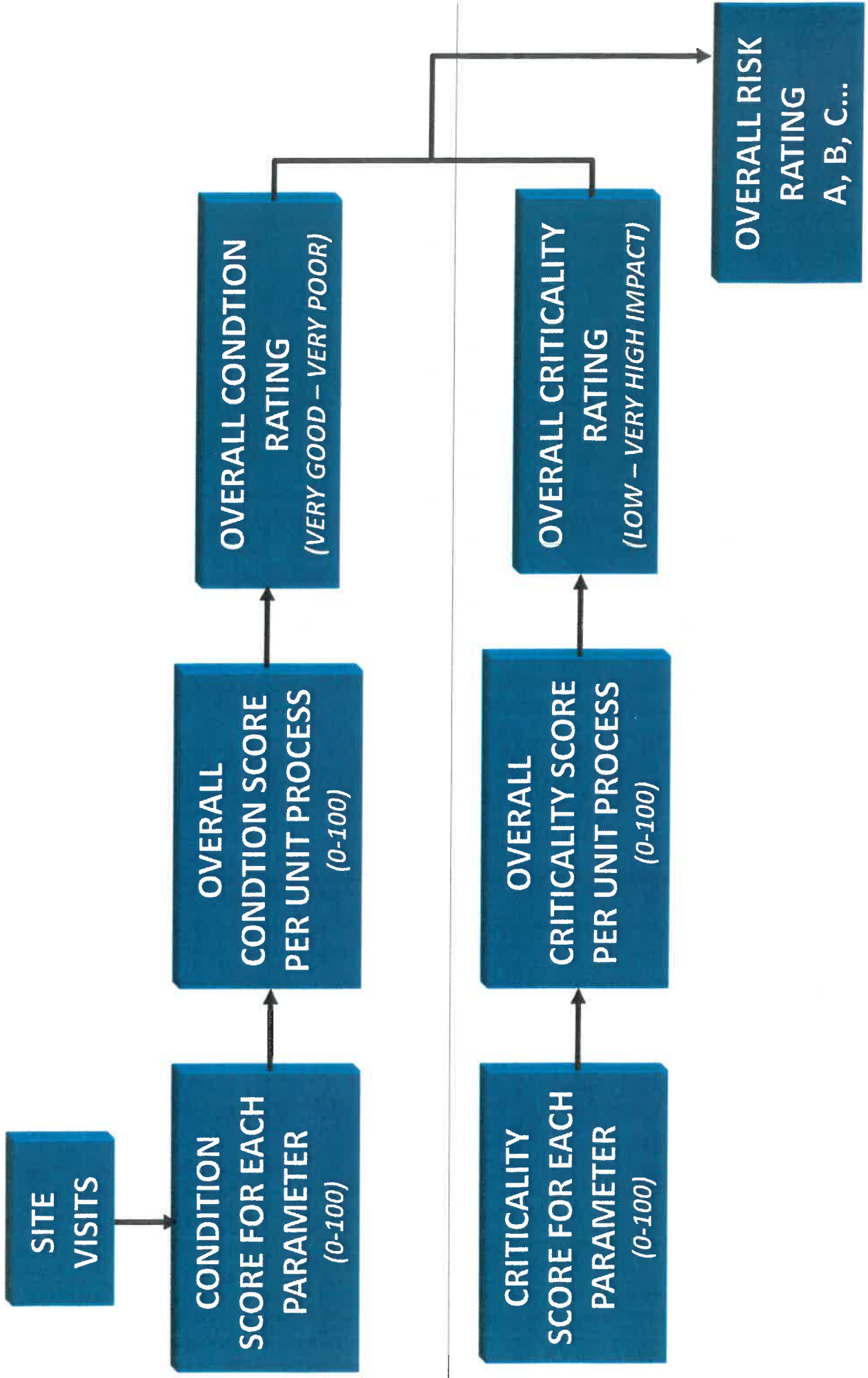
# Risk Based Assessment Methodology



Floculator 2-2		Freesee Nichols			
Inspection Date: June 8, 2010					
Plant Name: Plant 2 Facility Name: Floculator 2					
					
Condition Evaluation					
Component Group	Component Condition Rating	Weight Factor	Weighted Component Rating		
Electrical	MCC, Switch Gear, Control Panel	75	0.15	11.25	480V wiring house MCC-C Nov. '09. Fed from storage bldg 3 (not air-conditioned) - replacement parts will be hard to find.
Mechanical	Drums	75	0.15	11.25	Have been replaced but are still ICC slash - Eastern oil drum spool.
	Paddles	75	0.10	7.50	Rawwood/pressure treated. Flangeless preferred
Mechanical	Dive Shaft/Chain	50	0.15	7.50	Stainless steel
	Anchors	75	0.05	3.75	Corrosion.
Mechanical	Motors	75	0.05	3.75	
	Baffles	75	0.05	3.75	Reduced pressure inspected. Flangeless preferred
Structural	Walls	50	0.10	5.00	Exposed aggregate below water surface elevation. Loose material
	Foundation	50	0.10	5.00	
Instrumentation	Instrumentation	100	0.05	5.00	Redox pH meter, and Rosemount 54e needs to be replaced. Heat and sun damage to housing.
	SCADA	75	0.05	3.75	Modicon PLC. Limited monitoring.
Overall Condition Rating	-	1.00		67.50	
Criticality Evaluation					
Criticality Parameters	Component Criticality Rating	Weight Factor	Weighted Component Rating	Comments	
Capacity Affected	30	0.30	9.00	Each tank capacity is 35 MGD.	
Process Impact	40	0.50	20.00	Some redundancy with 3 parallel tanks. Some floculation will also occur naturally without aeration.	
Outage Duration	40	0.20	8.00	Time required for ordering parts.	
Overall Criticality Rating	-	1.00		37.00	

- Develop Component Categories
- Assign Weighting Factors
- Develop Scoring Criteria
- Conduct Assessments with Plant Staff
- Tabulate Overall Condition Score

# Risk Based Assessment Planning Process



# Risk Based Assessment Matrix

		Condition				
		Very Good	Good	Fair	Poor	Very Poor
Criticality	Low Impact	Low Risk	Low Risk	Low Risk	Low Risk	Low Risk
	Medium Impact	Low Risk	Low Risk	Medium Risk	Medium Risk	Medium Risk
	High Impact	Low Risk	Medium Risk	Medium Risk	High Risk	High Risk
	Very High Impact	Low Risk	Medium Risk	High Risk	High Risk	High Risk

# ***Condition Assessment Exercise Vertical Asset Components, Weights & Scoring***

---

# Component Condition Scoring (Vertical Assets)



**FREESE  
AND  
NICHOLS**

CONDITION SCORING	DESCRIPTION
<b>0</b>	<b>New, perfect condition</b>
<b>25</b>	<b>Good condition, no improvements recommended to maintain function</b>
<b>50</b>	<b>Fair condition, improvements recommended to improve performance or efficiency</b>
<b>75</b>	<b>Poor condition, improvements recommended to maintain reliability</b>
<b>100</b>	<b>Imminent failure, rehabilitation or replacement required</b>

0

**New Bulk Storage Tanks**



25

**Paint Stripping**



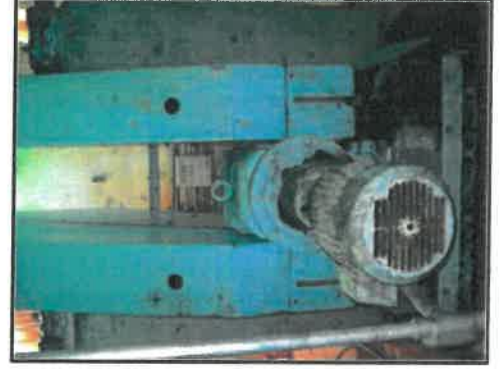
50

**Small Cracks, Spalling**



75

**Aging Infrastructure**



100

**Inoperable, No Replacement Parts**



# Overall Condition Rating (All Assets)



## CONDITION ASSESSMENT RATING LEGEND

Score	Condition Assessment Rating
Total Score $\leq$ 25	<b>Very Good Condition</b>
26 $\leq$ Total Score $<$ 50	<b>Good Condition</b>
51 $\leq$ Total Score $<$ 75	<b>Fair Condition</b>
76 $\leq$ Total Score $\leq$ 85	<b>Poor Condition</b>
Total Score $\geq$ 86	<b>Very Poor Condition</b>

# ***Criticality Assessment Exercise***

## ***Vertical Asset Parameters, Weights, & Scoring***

---

# Criticality (Vertical Assets)



**FREESE  
AND  
NICHOLS**

## PROPOSED CRITICALITY PARAMETERS & WEIGHTING SYSTEM

### Capacity Affected (30%)

Based on Percent of Total Capacity (770 MGD)

Lost

$\leq 35$  MGD ( $\leq 4.5\%$ ) = **10**

36-69 MGD (4.6-8.9%) Capacity Lost = **30**

70-139 MGD (9-18%) Capacity Lost = **50**

140-279 MGD (18.1-36.2%) Capacity Lost = **70**

$\geq 280$  MGD ( $\geq 36.3\%$ ) Capacity Lost = **100**

### Process Impact (50%)

Based on Treatment Process Effectiveness

Mild = **20**

Moderate = **55**

Severe = **100**

### Outage Duration (20%)

Based on Discussion with Field Crew and Response Time

$\leq 2$  Days = **10**

3 - 15 Days = **40**

16 - 29 Days = **70**

$\geq 30$  Days = **100**



# Overall Criticality Rating (All Assets)



## CRITICALITY ASSESSMENT RATING LEGEND

Score	Criticality Assessment Rating
Total Score $\leq 30$	Low Impact
$31 \leq$ Total Score $< 50$	Medium Impact
$51 \leq$ Total Score $\leq 70$	High Impact
Total Score $\geq 71$	Very High Impact



# ***Risk Based Assessment Results***

# Risk Based Assessment Matrix

		Condition				
		Very Good	Good	Fair	Poor	Very Poor
Criticality	Low Impact				<b>K</b>	<b>G</b>
	Medium Impact			<b>L</b>	<b>H</b>	<b>D</b>
	High Impact		<b>M</b>	<b>I</b>	<b>E</b>	<b>B</b>
	Very High Impact	<b>N</b>	<b>J</b>	<b>F</b>	<b>C</b>	<b>A</b>

**SHORT TERM CRITICAL NEEDS**



# Results and Next Steps



- Prioritize improvements based on risk ranking
  - Bottom right to top left on RBA Matrix
- Summarize into project lists
- Develop opinion of probable construction cost (OPCC) for each project

Risk Assessment Summary						
Facility	Condition Score	Criticality Score	Risk Score	Condition Rating	Criticality Rating	Risk Rating
Aeration Basin No. 1	2.58	4.30	3.44	Fair	Very High Impact	High
Aeration Basin No. 2	2.55	4.30	3.43	Fair	Very High Impact	High
Blower Building No. 3	2.66	5.00	3.83	Fair	Very High Impact	High
Chlorine Contact Basin	3.33	3.30	3.32	Poor	High Impact	High
Peak Flow Pump Station	4.33	2.70	3.52	Very Poor	Medium Impact	High
Plant Water Pump Station (Beltpress Washwater)	4.21	3.65	3.93	Very Poor	High Impact	High
Sludge Dewatering Building	3.40	3.55	3.48	Poor	High Impact	High
Aerobic Digester No. 2	3.60	1.45	2.52	Poor	Low Impact	Medium
Aerobic Digester No. 3	3.93	1.45	2.69	Poor	Low Impact	Medium
Aerobic Digester No. 4	3.40	1.45	2.43	Poor	Low Impact	Medium
Blower Building No. 1	3.70	2.60	3.15	Poor	Medium Impact	Medium
Blower Building No. 2	4.09	1.60	2.85	Very Poor	Low Impact	Medium
Final Clarifier No. 1	2.00	4.60	3.30	Good	Very High Impact	Medium
Final Clarifier No. 2	2.00	4.60	3.30	Good	Very High Impact	Medium
Headworks (Screening)	2.70	2.60	2.65	Fair	Medium Impact	Medium
Headworks (Grit)	2.34	2.60	2.47	Fair	Medium Impact	Medium
HMI SCADA System	3.00	2.45	2.73	Fair	Medium Impact	Medium
Influent Plant Pump Station	2.20	2.45	2.33	Fair	Medium Impact	Medium
Lab Building	3.08	2.30	2.69	Poor	Medium Impact	Medium
Miscellaneous Plant Electrical	2.30	2.75	2.53	Fair	Medium Impact	Medium
Plant Water Pump Station (Service Water)	3.68	2.45	3.06	Poor	Medium Impact	Medium
Reuse Diversion Pump Station	3.17	1.60	2.39	Poor	Low Impact	Medium
Transfer Pump Station	2.96	2.45	2.71	Fair	Medium Impact	Medium
Storage Shed	1.00	1.00	1.00	Very Good	Low Impact	Low



## Agenda Item #10

### CITY COUNCIL MEMORANDUM

**Date:** October 24, 2023

**To:** Mayor & City Council

**From:** Scott L. Albert, City Manager

**Agenda Item:** Discussion and possible action regarding a contract with Prycer Consulting to conduct Strategic Planning Services for the Coryell County Museum and Historical Center.

#### Information:

For the past three months, city staff has been engaging in discussions with the Board Members of the Coryell County Museum (CCM) regarding its future. During these conversations, several CCM Board members expressed the belief that, for the museum to remain relevant in the future, it is necessary to develop a strategic plan outlining its vision, mission, and goals. In the early stages of our discussions with the CCM Board, I offered on behalf of the city to fund the plan and help in locating a consultant to aid the CCM in preparing this strategic plan.

The consultant we have selected, Melissa Prycer, has primarily worked for one museum, the Dallas Heritage Village. She has successfully prepared strategic plans for institutions such as the Archer County Museum and Arts Center, Manassas Museum System, Museum of North Texas History, and Project Transformation North Texas, and has also been involved in fundraising efforts for the Bell County Museum, Irving Archives and Museum, Historic Mesquite, among others.

The city staff envisions the museum as one of several components that will eventually generate significant foot traffic downtown, thereby benefiting local retail businesses in the future.

#### Financial Impact:

The charges for Ms. Prycer's services amount to \$4,500, in addition to associated expenses. Estimated expenses for each site visit are as follows:

- Mileage (calculated at the 2023 mileage rate of \$0.6555): \$185.
- Overnight stay for the board retreat: \$120.

#### Staff Recommendation:

The staff recommends that the city council approve the contract with Prycer Consulting.

**Motion:**

I move to approve the contract with Prycer Consulting.

**Attachments:**

A proposal from Prycer Consulting.

Prycer Consulting client list and resume.

**Staff Contacts:**

Scott Albert, City Manager – [salbert@gatesvilletx.com](mailto:salbert@gatesvilletx.com)



## PRY CER CONSULTING

### Coryell County Museum and Historical Center Strategic Planning Services

The Coryell County Museum and Historical Center is looking to the future. This volunteer-run museum knows that community demographics are changing, and they want to remain relevant. At the same time, new leadership at City Hall is beginning the work of downtown revitalization. How can the museum and the City work together to better serve the Coryell County community?

#### **Services include:**

- Site visit/planning meeting with Board (can determine if a second site visit is necessary before the planning retreat)
- Planning meeting with leadership (up to 4 people, should include at least one board member). Can occur virtually or during initial site visit.
- Remote prep work (review of key documents, website, etc). Includes conversations with key stakeholders.
- Retreat with board and staff (in-person)
- Plan with key action steps
- 6-month and 1-year follow-up

#### **Tentative Timeline:**

Project start date TBD but cannot begin before December 1, 2023. Report to be completed within 4 months of start date.

#### **\$4500 plus expenses**

½ due within 30 days of start date. Remainder due when plan is submitted.

Estimated expenses per site visit:

Mileage (based on 2023 mileage rate of .655): \$185

Overnight stay for board retreat: \$120



## PRYCKER CONSULTING

Melissa Prycer, Principal

Cell: 214-734-9281      [melissa@pryckerconsulting.com](mailto:melissa@pryckerconsulting.com)

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

Experienced leader for small museums and nonprofits, ready to help organizations become efficient, sustainable, and better able to serve the community. Passionate about connecting communities, broadening horizons, and sharing hidden stories.

### **Key Areas of Expertise**

#### **Operational Assessments and Capacity Building**

Guiding clients to establish systems and processes, primarily around fundraising, to increase their organizational capacity.

- Established fundraising plans and systems to increase revenue for small organizations.
- Increased annual campaign giving as organizations continued to recover from pandemic.
- Staff restructuring to better serve community.
- Developed engagement scorecard to gain a more complete picture of board involvement.
- Worked with small organizations to develop strategic plans. For some clients, plan is first in organizational history.

#### **Project Management**

Experience in managing a wide variety of projects, from events to fundraising campaigns to exhibit development. Examples include:

- Collections assessment for private collection in preparation for transfer to a university.
- Reinterpretation of signature structure, Millermore, to include a more diverse history.
- Renovation and new exhibits for multiple historic structures.

#### **Community Development**

As part of a rapidly redeveloping neighborhood, honed community development skills at Dallas Heritage Village while repositioning a 50-year-old organization to prepare for a very different future.

- Led major revision of Master Site Plan; approved by Park Board in 2018.
- Built strong relationships with elected officials across the city. Results included partnerships regarding homeless population around DHV, and involvement in urban planning conversations.



- Continued work with area developers and new neighbors, including Four Corners Brewery, Cedars Union, and Vogel Alcove.
- Established office lease program, which resulted in growing partnerships with artist community. Secured TIF funding to expand program by renovating under-utilized historic properties at DHV.

## **Professional Service, Publications, Presentations, and Awards**

### **American Association for State and Local History**

- Volunteer Service
  - America250 Programmatic Theme Task Force, 2021.
  - Board, Small Museums Committee, 2014-present; Chair, 2016-2018.
- Conference Presentations
  - *The Road to Success: Exploring the Intersection Between Planning and Innovation* (2018)
  - *Whiskey for My Staff and Beer for my Llamas: Corporate Partnerships* (2018)
  - *Small Fish, Big Pond: How to Effectively Advocate in Your Community* (2015)

### **Texas Association of Museums**

- Volunteer Service
  - TAM Council, Councillor-at-Large, 2010-2014.
  - TAM Educators' Committee: Chair (2007-2009), Secretary (2005-2007).
- Conference Presentations
  - *Community: What is it and why do we need it?* (2020)
  - *Changing Neighborhood, Changing Museum* (2018)
- "Educator of the Year" by Texas Association of Museums Educators' Committee, 2011.

### **American Alliance of Museums**

- Accreditation Reviewer, 2020-present
- Peer Reviewer for Museum Assessment Program, 2010-present
- Named to Education Task Force to determine future standards of museum education, 2018.

### **Other**

- Article: "Big Fish, Small Pond: How to Effectively Advocate in Your Community." in ***Positioning Your Museum as a Critical Community Asset***, edited by Robert P. Connolly and Elizabeth A. Bollwerk. Rowman and Littlefield, 2016.
- **Dallas Area Cultural Advocacy Coalition**, Board, 2015-present.
- Co-founder of the **Informal Educators of Dallas County**, 2010.

## **Education**

**North Carolina State University.** Raleigh, NC. 2001-2003. Master of Arts in Public History, museum emphasis.

**Hendrix College.** Conway, AR. 1997-2001. Bachelor of Arts in History. Minor in English. Cum laude and Distinction in History.

# Selected Clients

## Strategic Planning

### **Archer County Museum of Arts and Culture** (Texas)

*Strategic Planning (August 2022-October 2022)*

County museum looking to revive a local museum that closed in 2017, restore a historic jail, and launch a major capital campaign.

### **Manassas Museum System** (Virginia)

*Executive Coaching (October 2021-present)*

*Strategic Planning and Retainer (March 2022-present)*

Municipal museum currently undergoing major renovation and needs assistance as they update permanent exhibits and rethink governance/staffing structure.

### **Museum of North Texas History** (Wichita Falls, TX)

*Strategic Planning (June 2022-August 2022)*

Small local museum ready to create their first strategic plan.

## Fundraising

### **Bell County Museum** (Texas)

*Fundraising Planning (January 2023-May 2023)*

Assess systems, establish goals, and create fundraising plan.

### **Historic Mesquite, Inc.** (Texas)

*Fundraising Systems (October 2022-March 2023)*

Merge systems, implement new database, and assist with membership renewal.

### **Irving Archives and Museum** (Texas)

*Fundraising Coaching (June 2023-present)*

Assist with database implementation plus coaching for new development staff.

## Historical Services

### **Buffalo Bill Museum and Grave** (Denver, CO)

*Collections Assessment (June 2023-present)*

Assess a potential artifact donation, currently located in Texas.

**Southern Gateway Public Green Foundation** (Dallas)

*Historical Research Services (June 2022-October 2022)*

Research individuals being considered for inclusion in park design.

**Leonard's Museum** (Fort Worth)

*Collections Assessment (June 2022-October)*

Assess collection of the Leonard's Department Store as part of preparation for transfer to Texas Wesleyan University. Work included developing database, identifying items, and historical research.

**Other**

**Dallas Jewish Historical Society** (Texas)

*Interim Executive Director (May 2023-present)*

Serving after unexpected death of ED. Assisting with fundraising support, data management, and program planning.

**Rockwall County Historical Foundation** (Rockwall, TX)

*Interim Executive Director (November 2021-April 2022)*

Small county history organization that needed help with a leadership transition. Guided Board in strategic planning process. Established basic collections care policies. Provided guidance on governance issues. Implemented membership CRM database and led a lapsed member campaign, more than doubling current members of RCHF. Prepared the organization for new leadership.

**Whitney Plantation** (Edgard, LA)

*Disaster Plan (May 2023- present)*

Draft a disaster plan, focusing on hurricane preparedness.

**Wood-Library Museum of Anesthesiology** (Schaumburg, IL)

*STEPS Assessment and Planning Services (November 2022-March 2023)*

Assess progress in STEPS and identify final projects for Gold Certification.

Select testimonials available at [www.prycerconsulting.com](http://www.prycerconsulting.com)

References available upon request.



**Agenda Item #11**

**CITY COUNCIL MEMORANDUM**

**Date:** October 24, 2023

**To:** Mayor & City Council

**From:** Scott L. Albert, City Manager

**Agenda Item:** Discussion and possible action regarding an agreement with Matous Construction for improvements to the Stillhouse Branch Wastewater Treatment Facility.

**Information:**

This evening, the City Council will deliberate on approving an agreement with Matous Construction for improvements to the Stillhouse WWTP, totaling \$7,203,000.00. However, **this agreement and the scope of work are separate from any improvements required for the expansion of the Stillhouse WWTP.**

On March 26, 2019, the City Council granted approval for the issuance of \$10,000,000 in Utility System Revenue Bonds, **specifically designated for the expansion** of the Stillhouse Wastewater Treatment Plant. In the table below, the two figures highlighted represent the available funds allocated for the Matous Construction contract. These numbers were recently updated by Mike Halsema and Mike Clough (WP Engineer). The total available funds for construction amount to \$7,740,856, resulting in an extra of \$537,856 (7,740,856 avail funds – 7,203,000 contract amount) for potential incidentals during the construction process.

**Below is the budget for the WWTP Expansion:**

Budget Category	Current Budget
Construction	<b>6,653,906.00</b>
Construction Engineering	133,100.00
Design	651,956.53
Planning	99,800.00
Application	21,000.00
Environmental	36,481.41
Geotechnical	0.00
I/I Studies/Sewer Evaluation	701,980.58
Inspection	190,000.00
O&M Manual	10,000.00
Permits	30,000.00
Surveying	17,308.00
Testing	20,000.00
Bond Counsel	20,000.00
Financial Advisor	75,000.00
Issuance Costs	25,000.00
Loan Origination Fee	171,990.00
Land/Easements	54,229.00
Contingency	<b>1,086,950.98</b>
Special Service Other (Easement Acquisition)	1,297.50.00
<b>TOTAL</b>	<b>\$10,000,000.00</b>

**History of Stillhouse WWTP Construction Cost Estimates:**

Date	Estimate	Description
March 2021	6,653,906.00	The sealed estimate by WP Eng.
March 2022	7,968,007.00	Estimate by WP on March 2022.
Feb 2023	9,784,000.00	Revised Const. Cost by WP after completing 90% of the design.

**Bids Received on June 20, 2023, for the Stillhouse WWTP Expansion:**

Contractor	Bid Amount	Additional Funds Required beyond the \$7,887,620 available for construction
JM Pipeline	13,906,690.00	6,019,070.00
Matous Construction	14,443,000.00	6,555,380.00
Gracon Const.	17,830,000.00	9,942,380.00

After opening the bids on June 20, 2023, Walker Partners evaluated the bids and ranked the contractors based on various criteria, ultimately selecting Matous Construction for offering the best proposal. Although JM Pipeline was the lowest bidder, upon review of their documentation, they were not the highest ranked due to the following reasons:

- Not having a comparable completed project reference.
- The highest value project submitted as a reference was \$1.7 million, about 15% of the bid amount.
- No resume of the Superintendent was provided.
- No safety plan was provided.
- Neither the Project Manager nor the Superintendent is an employee.

As the bids exceeded the available funds significantly, our staff requested a meeting with Matous to negotiate a revised scope of work. This revised scope is currently being presented to the City Council. It's essential to note that the scope of work presented does not include any expansion components for the Stillhouse WWTP.

In the future, the city will need to consider a second phase of construction at the Stillhouse WWTP, which will incorporate the expansion components. However, before proceeding with Phase II, it is necessary to renegotiate the TDCJ (Texas Department of Criminal Justice) contribution towards improvements at the Stillhouse WWTP.

**Financial Impact:**

The available TWDB (Texas Water Development Board) funds for the Stillhouse WWTP total \$7,740,856. This amount includes \$6,653,906 from the TWDB construction budget and \$1,086,950 from the TWDB contingency budget, leaving the city with a contingency of \$537,856.

**Staff Recommendation:**

The staff recommends that the City Council approve the agreement with Matous Construction for improvements to the Stillhouse WWTP.

**Motion:**

I move to approve the agreement with Matous Construction for improvements to the Stillhouse Waste Water Treatment Facility.

**Attachments:**

- A letter from Matous Construction dated August 15, 2023, outlining a revised scope of work for the Stillhouse WWTP improvements for \$7,203,000.00.
- A letter from Walker Partners dated October 12, 2023, recommending Matous Construction.
- An email from the Texas Water Development Board dated October 13, 2023, agreeing to award a construction contract for \$7,203,000.00 to Matous Construction.
- The agreement between Matous Construction and the City of Gatesville.
- Victoria's review comments regarding the agreement.

**Staff Contacts:**

Scott L. Albert – [salbert@gatesvilletx.com](mailto:salbert@gatesvilletx.com)



# MATOUS CONSTRUCTION

## GENERAL CONTRACTORS

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8602 N. Hwy 317 • Belton, Texas 76513 • Office: 254.780.1400 • Fax: 254.780.2599

August 15, 2023

Mr. Mike Clough, P.E.  
Senior Project Manager  
Walker Partners  
6504 Bridge Point Parkway, Suite 200  
Austin, Texas 78730

RE: City of Gatesville  
Stillhouse Branch WWTF Improvements

Dear Mike:

Matous Construction is pleased to offer the following to reduce costs for the construction of the above-referenced project. Our revised scope of work includes the following:

### Bar Screening Structure

- Existing Bar Screen to stay in service.
- Remove and replace compactor.

### Influent Lift Station

- Furnish and install all new pumps, rails, etc as per original drawings.
- New piping, valves, valve vault
- Electrical Starters and Controls will be in local panels under steel canopy.
- Influent Lift Station Electrical Building is deleted in its entirety.

### Drum Screening and Splitter Box #1

- Demolition will be completed per drawings.
- New piping and valves will be furnished and installed per drawings.

### Aeration Basin

- All work associated with Aeration Basin is deleted. This includes air piping, bridge, air drops, and diffusers.

### Splitter Box #2

- Installation of Two (2) New Slide Gates

### Modifications to Clarifiers (2)

- Work includes removing and replacing influent wells, skimmer, etc as per original drawings.

*Clean Water for a Better Tomorrow®*

Chlorine and SO2 Equipment

- All chlorine and SO2 equipment will be replaced as per the original drawings and specifications.

Chlorine Contact Chamber

- All work associated with the Chlorine Contact Chamber is deleted in its entirety.
- All ductile iron yard piping to and from the CCC is deleted per drawing.

Effluent Pump Station

- All work is deleted.

Post Aeration

- All work is deleted.

Sludge Box A

- All work will be done per original drawings.

RAS Pump Station

- Furnish and Install New Pumps, Rails, etc as per original drawings.
- New piping will be included and installed.
- Electrical, Starters, Control Panels will be installed locally under steel canopy.

Sludge Drying Beds / Blower Room / Metal Building

- All work is deleted in its entirety.

Biosolids Storage Area

- Four Beds will be constructed at this time.
- Box Culvert will be constructed as per original drawings in front of the four beds.

Biosolids Drain Pump Station

- Pumps, piping, valves, and structure will be constructed as per original drawings.
- Electrical starters, controls, etc will be local on adjacent pad.

Control Building Modifications

- Delete all work.

Yard Piping

- Installed as per attached drawings.

Access Roads

- Installed as designed.

For the lump sum of .....\$7,203,000.00

*Clean Water for a Better Tomorrow®*



Should you have any questions, please feel free to call.

Sincerely,

Bruce A. Matous

*Clean Water for a Better Tomorrow®*

October 12, 2023

City of Gatesville  
803 E. Main Street  
Gatesville, TX 76528

Attn: Scott L. Albert, City Manager

Re: Gatesville Stillhouse WWTF Expansion Construction Bid –  
Negotiation of Final Price  
Project No.: 02-01590

Dear Mr. Albert:

On June 20, 2023, Walker Partners assisted the City of Gatesville in opening competitive sealed proposals for the above referenced project. Three responsive, competitive sealed proposals were submitted by JM Pipeline, LLC of Horseshoe Bay, TX, Matous Construction, Ltd. of Belton TX and Gracon Construction, Inc. of Mesquite, TX. All the proposals were complete and none of the proposals included any deviations from the contract documents. See the Bid Tabulation attached to this letter.

The lowest bid and second-lowest bids were for \$13,906,690.00 and \$14,443,000.00. Our recommendation was to award the bid to the second-lowest bidder, Matous Construction, Inc., for reasons outlined in the “recommendation of Award” letter submitted to you on August 21, 2023.

The proposed contract amount is much greater than available funding left in the TWDB contract, estimated to be \$7,900,000. Since Gatesville cannot provide the additional funding needed, Walker Partners (WP) recommended that Gatesville negotiate a construction Scope of Work with Matous that will (1) construct only those items necessary for the continued operation of the WWTF and (2) postpone any construction items that were required for the increased capacity of the WWTF.

Meanwhile WP reviewed the operation of the WWTF since the last permit renewal. Daily flow actually decreased over the last 5 years, resulting from pushes to increase water use efficiency in the prisons (which supply 75% of the water entering the WWTF), and Gatesville’s rehabilitation of several manholes. WP met with TCEQ regarding the renewal of the permit. TCEQ agreed that the WWTF expansion that was included in the last permit renewal (to be completed while the permit was in-place), can still be postponed and included in the new permit. This will allow for the WWTF improvements to be completed as Phase 1 and the WWTF expansion as Phase 2, when flows require the expansion, and the City of Gatesville has secured the funding.

WP and Matous Construction have worked together to design a construction program that will improve operation of the WWTF and bring several items into compliance with TCEQ requirements. A summary of the revised Scope is:

- Replace Influent Pumps and piping
- Replace clarifier skim mechanisms
- Replace chemical feed systems
- Replace RAS pumps and piping
- Provide a concrete pad and drainage system for sludge storage.

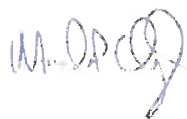
This revised scope will update a lot of the equipment in the WWTF, some of which has been operating for 30 years, and provide greater flexibility for the Operators.

The revised Contract Price for Phase 1 – Stillhouse Branch WWTF Improvements is \$7,203,000. This price addresses the pressing needs for the WWTF, and there is room for Change Orders. If there are a low number of Change Orders, possibly other items can be added to the Scope of Work, to be determined during construction. The letter from Matous is attached to this letter.

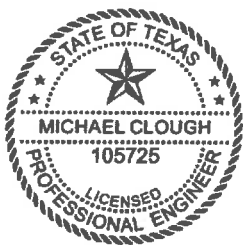
Walker Partners approves the revised Scope of Work and project cost, and requests that Gatesville conditionally approve the Contract so that the documents can be submitted to the TWDB for their approval.

Once that approval is granted, Walker Partners will prepare the Notice of Intent to Award Letter and other contract documents for transmittal to Matous Construction, Ltd.

Sincerely,



Michael Clough, PE  
Project Manager



10/12/2023

Electronic Delivery

Cc: Project File

## Wendy Cole

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**From:** Luther Medina [REDACTED]  
**Sent:** Monday, October 16, 2023 9:15 AM  
**To:** Scott Albert  
**Cc:** mclough [REDACTED]; Joseph Jenkins; oweiderhold [REDACTED]; Tom Barnett; Connie Townsend  
**Subject:** RE: 73776 CID 01 Gatesville Stillhouse WWTF Improvements Project - Concurrence in Award of Construction Contract

Good morning,

The original project Cost Estimate of \$6,653,906.00 was included in Appendix H the Engineers Feasibility Report (EFR) signed and sealed March 30, 2021. The EFR was prepared by the Consultant Engineer during the planning phase.

I hope this was helpful.  
Thank you,

Luther Medina III, EIT  
Project Manager - Brazos Team  
Regional Water Project Development  
Water Supply and Infrastructure

[REDACTED]  
[REDACTED]

**From:** Scott Albert <salbert@gatesvilletx.com>  
**Sent:** Sunday, October 15, 2023 6:44 PM  
**To:** Luther Medina [REDACTED]  
**Subject:** RE: 73776 CID 01 Gatesville Stillhouse WWTF Improvements Project - Concurrence in Award of Construction Contract

**External: Beware of links/attachments.**

Thank you, Luther! Do you happen to know how we determined the initial estimated construction costs for the Stillhouse WWTP expansion, which amount is \$6,653,906.00?

**Scott L. Albert**  
City Manager  
803 E. Main Street  
Gatesville, TX 76528  
Office: 254-865-8951  
Cell: 254-290-0545  
Email: [salbert@gatesvilletx.com](mailto:salbert@gatesvilletx.com)  
[www.GatesvilleTx.com](http://www.GatesvilleTx.com)



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**From:** Luther Medina [REDACTED]  
**Sent:** Friday, October 13, 2023 11:14 AM  
**To:** Scott Albert <[salbert@gatesvilletx.com](mailto:salbert@gatesvilletx.com)>  
**Cc:** [mclough](mailto:mclough) [REDACTED]; Joseph Jenkins [REDACTED]; [oweiderhold](mailto:oweiderhold) [REDACTED];  
Connie Townsend [REDACTED]; Tom Barnett [REDACTED]  
**Subject:** 73776 CID 01 Gatesville Stillhouse WWTF Improvements Project - Concurrence in Award of Construction Contract

Good afternoon Mr Albert,

This email serves as the TWDB's concurrence in the award of CID 01 – Gatesville Stillhouse WWTF Improvements (TWDB Project No. 73776) construction contract in the amount of \$7,203,000.00, which equates to the Base Bid less the facility expansion components referred to as "Phase 2," to Matous Construction, Ltd. of Belton, TX.

Please submit the electronic set of CID 01 *Executed Contract Documents* (final bound project manual + relevant final bound plan set) for TWDB review via the required RWPD submittal process ([RWPD@twdb.texas.gov](mailto:RWPD@twdb.texas.gov)). The two submittal forms required to be completed and included with this next executed contract documents submittal can be found on the TWDB website:

- the general TWDB [Document Intake Form \(TWDB-0101\)](#); and
- the specific TWDB [Executed Construction Submittal Form \(TWDB-0500\)](#).

Once these subsequent documents have been reviewed and approved, the TWDB will then be able to issue the *Notice To Proceed (NTP) Concurrence* and the City will then be able to issue their NTP to the CID-01 contractor.

Please feel free to reach out if you have any questions or concerns.  
Thank you,

Luther Medina III, EIT  
Project Manager - Brazos Team  
Regional Water Project Development  
Water Supply and Infrastructure

SECTION 00 52 00  
AGREEMENT

THIS AGREEMENT is dated as of by and between City of Gatesville (hereinafter called "OWNER") and Matous Construction, Ltd. (hereinafter called "CONTRACTOR"). OWNER and CONTRACTOR, in consideration of covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in Contract Documents. Work is generally described as follows:

2-01590 City of Gatesville – Stillhouse Branch Wastewater Treatment Facility Improvements in accordance with Drawings, Specifications, and terms and conditions related thereto to which reference is hereby made.

ARTICLE 2. ENGINEER AND OWNER'S REPRESENTATIVE. Project has been designed by Walker Partners, 6504 Las Cimas Parkway, Suite 200, Austin, TX, 78730 who is hereinafter called "ENGINEER" and who assumes all duties and responsibilities and has rights and authority assigned to ENGINEER in Contract Documents in connection with completion of Work in accordance with Contract Documents. Owner's Representative for Project shall be Walker Partners, LLC.

ARTICLE 3. CONTRACT TIMES. Work will be Substantially Completed within 550 calendar days and CONTRACTOR shall achieve Final Completion within 580 calendar days after date when Contract Time Requirements commence to run as provided in Article 2.03 of General Conditions. OWNER and CONTRACTOR recognize that time is of essence of this Agreement and that OWNER will suffer financial loss including, but not limited to, loss of revenue, additional professional fees, fines, labor costs, insurance premiums, etc. if the Work is not completed within times specified in above paragraph, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. They also recognize delays, expense and difficulties involved in proving actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) and, as a reasonable estimate of such damages, CONTRACTOR shall pay OWNER ONE THOUSAND Dollars (\$1000) for each and every day of delay in CONTRACTOR achieving Substantial Completion of Work and readiness for final payment beyond times specified in above paragraph. OWNER shall have option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from CONTRACTOR or its sureties, at CONTRACTOR'S expense.

ARTICLE 4. CONTRACT AMOUNT. OWNER shall pay CONTRACTOR for completion of Work in accordance with Contract Documents an amount in current funds equal to sum of amounts determined pursuant to Proposal and any subsequent Change Orders and Change Directives thereto in the amount of Seven million, Two hundred three thousand and no/100 dollars (\$7,203,000.00).

ARTICLE 5. PAYMENT PROCEDURES. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of General Conditions. Applications for Payment will be processed by ENGINEER and as provided in General Conditions and Supplemental Conditions. OWNER shall make progress payments on account of Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and in conformance with the

procedures described in General Conditions. All such payments will be measured by schedule of values established in Article 2.05 of General Conditions (and on number of units of each Unit Price item completed, if unit price contract). Upon final completion and acceptance of Work in accordance with Article 14 of General Conditions, OWNER shall pay the remainder of Contract Amount as recommended by Owner's Representative as provided in said Article 14. In accordance with Texas Water Code Section 49.276 – PAYMENT FOR CONSTRUCTION WORK, Subsection (d), in making progress payments, 5% of estimated amount shall be retained until final completion and acceptance of contract work.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- CONTRACTOR has examined and carefully studied Contract Documents (including Addenda listed in Article 7) and other related data identified in Proposal Documents.
- CONTRACTOR has visited site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, performance, or furnishing of Work.
- CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of Work.
- CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to Site.
- CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at Site, and may not be complete for CONTRACTOR'S purposes.
- CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for accuracy or completeness of information and data shown or indicated in Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to Site or CONTRACTOR'S interpretation of such information and data.
- CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.
- CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of Work at Contract Amount, within Contract Time Requirements and in accordance with other terms and conditions of Contract Documents.
- CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at Site that relates to Work as indicated in Contract Documents.
- CONTRACTOR has correlated information known to CONTRACTOR, information and observations obtained from visits to Site, reports, and Drawings identified in Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with Contract Documents.

- CONTRACTOR has provided ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

ARTICLE 7. CONTRACT DOCUMENTS. Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
  - a. Document Title Date Page(s)
3. Performance and Payment Bonds.
4. General Conditions of Contract.
5. Supplemental Conditions, if any.
6. Specifications, prepared by Walker Partners, dated May 2023.
7. Drawings.
8. Addenda: Addendum No. 01 through Addendum No. 04
9. CONTRACTOR'S Proposal Form pursuant to Request for Proposal.
10. CONTRACTOR's revised Proposal dated August 15, 2023 with a reduced Scope of Work and Fee.
11. Prevailing Wage Rates.
12. Following which may be delivered or issued after Effective Date of Agreement and are not attached thereto: All written Change Orders or Work Orders pursuant to Article 3.04 of General Conditions. There are no Contract Documents other than those listed in this Article. Contract Documents may only be amended, modified, or supplemented as provided in Article 3.04 of General Conditions.

ARTICLE 8. INDEMNITY PROVISIONS. GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, INCORPORATED INTO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF WORK. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND CONTRACT DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF TRANSACTION AND RELIEVING OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".



ARTICLE 9. MISCELLANEOUS. Terms used in this Agreement which are defined in Article 1 of General Conditions will have the meanings indicated in General Conditions. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing Contract. For purposes of this Article 9:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in proposal process or in Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made
  - (a) to influence proposal process or execution of Contract to detriment of OWNER,
  - (b) to establish Proposal or Contract prices at artificial noncompetitive levels, or
  - (c) to deprive OWNER of benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without knowledge of OWNER, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect execution of Contract.

ARTICLE 10. AMERICAN IRON AND STEEL. The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") and the Texas Water Development Board (TWDB) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the TWDB that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the TWDB. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the TWDB by the Owner). While the Contractor has no direct contractual privity with the TWDB, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the TWDB is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the TWDB.

No assignment by a party hereto of any rights or interests in Contract will be binding on another party hereto without written consent of party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that effect of this restriction may be limited by law), and unless specifically stated to contrary in any written consent to an assignment no assignment will release or discharge assignor from any duty or responsibility under Contract.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in Contract Documents. Any provision or part thereof of Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing intention of the stricken provision or part thereof.

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to OWNER, one counterpart has been delivered to CONTRACTOR and one counterpart has been delivered to ENGINEER. All portions of Contract Documents have been signed, initialed, or otherwise clearly identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, (which is effective date of Agreement).

OWNER: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: Matous Construction, Ltd.

By: BAM Bruce Matous

Attest: Mary K. Richter

(CORPORATE SEAL)

Address for giving notices:

\_\_\_\_\_  
8602 State Highway 317  
Belton, TX 76513

END OF SECTION

## Wendy Cole

---

**From:** Victoria Thomas [REDACTED]  
**Sent:** Tuesday, October 17, 2023 3:21 PM  
**To:** Scott Albert  
**Subject:** RE: Matous Contract

Scott

I reviewed the documents and have the following comments:

1. Under state law, the City may, even after bid opening, decrease the contract price by more than 25% but only with the consent of the contractor. Thus, we usually recommend that the contract documents evidencing the decreased scope and compensation already be signed by the contractor when they are presented to Council.
2. The contract document looks fine. It refers largely to the General Conditions, which were not attached. I assume the General Conditions were included in the bid package put out to bidders. If so, this will be sufficient to identify the General Conditions. If they were not, then we just need to make sure that if a dispute arises later, we can identify and point to the applicable general conditions (whether it's NCTCOG General Specifications or whatever); we can do that by attaching them to the contract as an exhibit if necessary or by referring to them with more specificity.
3. I am close to straying outside of my lane here, so first let me say I defer to Bond Counsel – your agenda comm to Council points out in red text that the bonds were issued for **expansion** of the WWTP and that we are actually just providing **improvement**, not expansion. Were the improvements and the related costs rolled into the overall **expansion** project for which the bonds were issued? If so, then I would not see an issue with utilizing bond funds and indeed, note that you report that TWDB has consented to the reduced scope for the award (presumably also to the use of bond funds for the same). Regardless, I am not a bond attorney and if there is any potential issue, I'd recommend confirming with Bond Council that use of the bond funds for this reduced scope project is allowed.

Let me know if you have any questions or want to discuss further.

Thanks, Scott.

v

**Victoria W. Thomas**  
Partner

**NICHOLS | JACKSON**  
[REDACTED]  
[REDACTED]  
[REDACTED]

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**From:** Scott Albert <salbert@gatesvilletx.com>  
**Sent:** Tuesday, October 17, 2023 1:40 PM  
**To:** Victoria Thomas [REDACTED]  
**Subject:** Matous Contract

Victoria,

On June 20th, the city opened three bids for the expansion of the Stillhouse WWTP. Each of the bids was \$6.0 million higher than the available funds we had allocated for the project. We chose to proceed with Matous Construction with the understanding that we would need to negotiate a revised scope of work that would align with our budget.

Next week, the City Council will consider a contract with Matous Construction for improvements at the Stillhouse WWTP.

Attached for your review is an agreement between the city and Matous for improvements to the Stillhouse wastewater treatment plant. Additionally, a letter outlining the revised scope of work for the Stillhouse wastewater treatment plant is attached.

I also attached my council comm to the regarding the contract which will give you a little more history behind the project.

**Scott L. Albert**

City Manager

803 E. Main Street

Gatesville, TX 76528

Office: 254-865-8951

Cell: 254-290-0545

Email: [salbert@gatesvilletx.com](mailto:salbert@gatesvilletx.com)

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



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**Agenda Item # 12**

**CITY COUNCIL MEMORANDUM**

**Date:** October 24, 2023

**To:** Mayor & City Council

**From:** Brad Hunt, Chief of Police

**Agenda Item:** Discussion and possible action to authorize staff to seek RFQs for Architectural and Engineering Services related to a new police facility.

**Information:**

The Gatesville Police Department is evaluating two potential locations to construct a new police facility. One option entails the construction of an entirely new facility, while the other involves renovating and expanding our existing facility.

Considering this, our staff is seeking to initiate the process of requesting qualifications from qualified firms providing Architectural and Engineering services. These services are crucial for conducting a comprehensive site analysis, performing a needs assessment, creating a **concept** drawing, and providing approximate construction cost estimates. This data will be presented to the city council to consider the best approach for a future police department facility.

We need to engage a firm capable of completing these tasks cost-effectively while adhering to the detailed requirements that potential granting agencies may stipulate. Preference will be given to firms with experience in public safety site construction, particularly those with expertise in enhancing site security and incorporating cutting-edge technology.

**Financial Impact:**

The budget includes \$50,000 for this initiative.

**Staff Recommendation:**

The staff recommends that the city council authorize the seeking of RFQs for architectural and engineering services related to the new police building.

**Motion:**

I move to authorize staff to seek RFQs for architectural and engineering services, related to the new police building.

**Attachments:**

Draft Copy of Proposed RFQ

**Staff Contacts:**

Brad Hunt, Chief of Police [bhunt@gatesvilletx.com](mailto:bhunt@gatesvilletx.com)



*Request for Proposals and Qualification for  
Architectural and Engineering Services*

**ISSUE DATE: November xx,  
2023**

**SUBMIT RESPONSES TO:**

City of Gatesville  
Finance Department  
803 E. Main Street  
Gatesville, TX 76548

**SUBMIT NO LATER THAN:**

November xx, 2023  
5:00 PM (Central)

Late submissions will not be accepted or considered.

**LABEL ENVELOPE:  
ARCHITECTURAL AND ENGINEERING  
SERVICES**  
Include submitting company's name and address.

**Vendor Responsibilities:**

- Submit response in accordance with requirements stated on the cover of this document.
- Submit three (3) bound copies of your response.
- DO NOT submit responses via email or fax.
- Submit Vendor Information form with response.

Direct questions regarding submission instructions to:

City of Gatesville Finance Director: Mike Halsema, (254)865-8951.

## Vendor Information

Mike Halsema  
 Finance Director  
 Office (254)865-8951

Legal Company Name (top line of W9)	
Business Name (if different from legal name)	
Federal ID # or S.S. #:	
DUNS #:	
Type of Business:	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization
Number of years in Business:	
Remittance Address:	
City/State/Zip:	
Physical Address (if different):	
City/State/Zip:	
Phone Number:	
Contact Person Name:	
Contact Person e-mail:	
Check all that apply to the company listed above and provide certification number.	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> SBE-Small Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> HUB –Texas Historically Underutilized Business <b>Certification #</b> _____ <input type="checkbox"/> WBE-Women’s Business Enterprise <b>Certification #</b> _____
NAICs codes (Please enter all that apply):	
Signature of Authorized Representative:	
Printed Name:	
Title:	
Date:	

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## I. INTRODUCTION

The City of Gatesville, TX and the Gatesville Police Department are considering two possible sites for construction of a new police facility. One site involves an entirely new facility and the other is a remodel and expansion of the existing facility.

The City is requesting Proposals and statements of qualification for Architectural and Engineering services to perform site analysis and a needs assessment, as well as develop concept drawings and presentations for consideration by city council and all related activities. The City is seeking a firm who can complete all tasks outlined below in a cost-effective manner and in the detail required by any future granting agency. Experience in public safety site construction, with an emphasis on site security and technology, is preferred.

Proposals must be submitted not later than 5:00 p.m. on November **xx**, 2023, in order to be considered.

The City encourages qualified DBEs, i.e., Minority Business Enterprises (MBEs) or Women Business Enterprises (WBEs), to respond to this RFQ. Respondents shall clearly identify their status as a DBE or non-DBE in their response. If the Respondent is claiming DBE status, the Respondent shall submit a valid certification as part of the response. If a subcontractor is identified as a DBE, a valid copy of the subcontractor's DBE certification shall be included with the form.

The City will choose an Architectural and/or Engineering firm using a Qualifications-Based Selection (QBS) process in accordance with the procurement policies and procedures of the City. The QBS process will rely on evaluations of written responses to this Request for Qualifications (RFQ) and subsequent supplemental evaluation processes, such as requests for additional information, as may be instituted by the City at its sole discretion.

## II. SITE DESCRIPTIONS

Site A: construction of a new police facility.

If approved, construction of a new police building will occur at 2525 Osage Road in Gatesville, TX. This location formerly housed the Rotunda Nursing Home, a rotunda with three attached wings, all single-story, wood-framed, brick-veneered structures constructed between 1968 and 1973. In May of 2008, the facility was condemned by the Gatesville City Council as a result of previous roof and ceiling collapses. In summer 2023, the structure was demolished, and the entire site was cleared, with only the original foundations remaining. See attached site map.

The goal of new construction would be to increase existing space three-fold, from approximately 5,000 square feet to 15,000.



Site B: remodel and expansion of existing police facility.

If construction of an entirely new police facility proves cost-prohibitive, the police department will seek approval for remodeling and expanding the existing police facility, located at 200 North 8<sup>th</sup> Street, Gatesville, TX. This location currently houses a 5,000 square-foot building built in 1960, as well as carports, a finished garage, and other facilities related to the police department. The site adjoins another city-owned, cleared lot at 808 Waco Street, and this lot would be part of the expansion proposal. See attached map.

The goal of a remodel and expansion would be to increase existing space three-fold, from approximately 5,000 square feet to 15,000. This would be accomplished by refurbishing and updating the existing building, and adding an additional 10,000 square feet to the existing building.

### III. SCOPE OF SERVICES

Tasks to be completed by the selected firm include all or some of the following:

1. Work with Bradford Hunt, Chief of Police, as well as other pertinent staff to understand the needs associated with the improved or new police facility. Feasibility studies may be needed to determine project scope, estimated project costs for inclusion.
2. in a future bond election, and other potential needs.
3. Perform site analysis of the two proposed sites.
4. Develop concept drawings and presentations for consideration by city council.
5. Perform other related tasks to ensure the Police Chief, city staff, and city council understand the scope, cost, and ideation of the new or improved police facility.

### IV. CITY TIMELINES

The approximate timetable to select the architectural or engineering firm and execute the contract is as follows:

**Xx**, 2023: Final date for submission of bid packages in response to this RFQ.

**Xx**, 2023: Interviews with select firms

**Xx**, 2023: Anticipated date to sign contract with the selected firm.

### V. SUBMITTALS

Qualified Consultants are invited to submit a written qualifications statement to the City for consideration. The minimum content of that submission is outlined below:

- A. Vendor Information Form.
- B. Brief description and history of the firm.
- C. State the firm's status as a DBE or non-DBE and if a DBE subcontractor is being included as part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid

certification must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without valid certification submitted as part of the response.

- D. Proposed project team and qualifications, including an organization chart identifying all key project team members and demonstration that each team member is qualified to perform the assigned role and tasks.
- E. Firm qualifications and related experience, with references (contact name, affiliation, telephone number and/or email address), demonstrating the firm's capabilities related to providing services described in the Scope of Services above.
- F. Descriptions of technical and operational approaches for performing the project services described above.
- G. Itemized cost estimates for task activities and deliverables. The total cost of services will be identified in the cover letter with further itemization of all costs in the response materials. Subcontractors will be identified.

## **VI. GENERAL REQUIREMENTS**

- A. Consultants should include a discussion of their qualifications and certifications such as: Certified Environmental Inspector/Specialist; OSHA training; and general knowledge of CERCLA, RCRA, and Clean Air and Clean Water Acts.
- B. The City of Gatesville will own all documents produced as a result of the contract. The firm may use generated documents under the signed contract only with the expressed permission of the City of Gatesville.
- C. There will be no formal "proposal opening." The City of Gatesville will conduct the review, interview and selection.
- D. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing responses to this request.
- E. By submission of a statement of qualifications, each firm certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any local, state, or federal agency or other governing body.

Map, Site A



# Map, Site B



# 2023

## -JANUARY-

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## -DECEMBER-

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