

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

AGENDA
REGULAR CITY COUNCIL MEETING
5:30 P.M
GATESVILLE CITY COUNCIL CHAMBERS
110 NORTH 8TH STREET, GATESVILLE, TEXAS 76528
JANUARY 14, 2025

An Open Meeting will be held concerning the following subjects:

1. Call to Order
2. Quorum check
3. Invocation and Pledge of Allegiance

Citizens/Public Comments Forum: Individuals wishing to address the Gatesville City Council may do so during this segment. If you intend to comment on a specific agenda item, please indicate the item(s) on the sign-in sheet before the meeting. Each speaker is allotted a maximum of 3 minutes for their remarks, and speakers are expected to conduct themselves in a respectful manner. In accordance with the Texas Open Meetings Act, the City of Gatesville City Council cannot deliberate or act on items not listed on the meeting agenda.

4. **Page(s) 1-2** Proclamation: Wendy Cole

CONSENT:

5. **Page(s) 3-48** All consent agenda items are considered routine by the City Council and will be enacted by a single motion. There will be no separate discussion of these items unless a Councilmember requests an item to be removed and considered separately.
 - a. Resolution 2025-001: Discussion and possible action regarding approval of minutes from Regular City Council Meeting held on December 10, 2024. (Holly Owens)
 - b. Resolution 2025-002: Discussion and possible action regarding approval of the monthly financial reports for October 2024. (Mike Halsema)
 - c. Resolution 2025-003: Discussion and possible action regarding denial of Atmos Energy Corporation's application filed on about December 16, 2024, proposing to increase in-city rates for its Mid-Tex division; Authorizing participation in the Atmos Texas Municipalities (ATM) Coalition of Cities; Authorizing intervention in proceedings related to Atmos Energy's statement of intent; Requiring the reimbursement of municipal rate case expenses; Authorizing representation of the City by special counsel. (Holly Owens)
 - d. Resolution 2025-004: Discussion and possible action regarding a Resolution ratifying entry into the Kroger Opioid Settlement. (Brad Hunt)

OTHER BUSINESS:

6. **Page(s) 49-50** Discussion and possible action regarding the establishment of angle parking on North 6th Street and North 7th Street, between Main Street and Saunders Street. (Brad Hunt)
7. **Page(s) 51-55** Discussion and possible action regarding an interlocal agreement with Coryell County, relating to the joint responsibility for sanitary sewer and roadway improvements near the newly constructed Coryell County Leon Street Annex. (Brad Hunt)
8. **Page(s) 56-64** Discussion and possible action regarding agreement between NRS Solutions and City of Gatesville for a 911 Dispatch Web Map Application. (Brad Hunt)
9. **Page(s) 65-68** Discussion and possible action regarding an ordinance amending Chapter 18 “Fees”, Section 18-1 “Fee Schedule” for solid waste collection. (Mike Halsema)
10. **Page(s) 69-94** Discussion and possible action regarding the award of an annual unit price contract for water and sewer materials RFP 2024-002. (Mike Halsema)
11. **Page(s) 95-108** Recess Regular Meeting and call a Public Hearing.

Public Hearing

Hear comments on Ordinance 2025-01, annexing the hereinafter described territory to the City of Gatesville, Coryell County, Texas and extending the boundary limits of said City so as to include said hereinafter described property within said city limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City, and adopting a service plan.

12. **Page(s) 95-108** End Public Hearing and reconvene the Regular Meeting.
13. **Page(s) 95-108** Discussion and possible action to approve Ordinance 2025-02, annexing the hereinafter described territory to the City of Gatesville, Coryell County, Texas and extending the boundary limits of said City so as to include said hereinafter described property within said city limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City, and adopting a service plan. (Holly Owens)
14. **Page(s) 109-114** Discussion and possible action accepting the annexation petition submitted by Patrick Washburn and Colten Washburn, being all the owners of approximately 4.7 acres of real property situated in the C Cazanoba Survey located in the City of Gatesville, Coryell County, Texas on Stillhouse Road. (Holly Owens)
15. **Page(s) 115-120** Discussion and possible action regarding Ordinance 2024-13, amending the Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations, Article II Technical Codes, Division 1. – Generally, by adding new sections; Creating Section 10-26 –

Carport Regulations; providing a severability clause; providing a savings clause; and providing for an effective date. (Holly Owens)

16. Page(s) 121-135 Discussion and possible action regarding Ordinance 2025-01, amending the Gatesville Code of Ordinances at Chapter 36 Nuisances; providing a severability clause; and providing a penalty of fine not to exceed \$2,000.00. (Holly Owens)

17. Adjourn Meeting

I hereby attest that the above agenda was posted on this the 10th January, 2025 by 5:00 p.m. on the official City of Gatesville website, www.gatesvilletx.com and the official bulletin boards at the Gatesville City Hall, 803 E. Main Street and Gatesville Council Chambers, 110 N. 8th Street, Gatesville, Texas.

Holly Owens

Holly Owens, T.R.M.C.
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 howens@gatesvilletx.com for further information.



Agenda Item # 4

CITY COUNCIL MEMORANDUM

Date: January 14, 2025
To: Mayor & City Council
From: Bradford Hunt, City Manager

Agenda Item: Proclamation Honoring the Career Achievements and Retirement of City Secretary Wendy Cole

We request that the Mayor and Council issue the attached proclamation.

Financial Impact: n/a

Staff Recommendation:

n/a

Motion:

n/a

Proclamation

We are honored to proclaim our appreciation to Wendy Cole and to honor her for her distinguished 31-year career with the City of Gatesville, including 13 years as City Secretary; and

WHEREAS, Wendy began her career for the City of Gatesville as a Water Billing Clerk on February 28, 1994 and

WHEREAS, Wendy was promoted to City Secretary in September 2011. Her primary duties included preparing the City Council agendas and packets and composing the City Council minutes; and

WHEREAS, during her 13 years as City Secretary, Wendy attended approximately 312 City Council meetings (missing only two meetings during her tenure as City Secretary), held 13 elections, worked for four different City Managers, and completed about 15,600 pages of City Council books; and

WHEREAS, Wendy has always been a strong supporter of the City of Gatesville and has served the City well; and

WHEREAS, on behalf of the entire City Council, I want to express my sincere appreciation to Wendy for her loyalty to the City of Gatesville over the past third of a century and wish her much happiness as she begins this exciting new chapter in her life.

NOW, THEREFORE, I, Gary Chumley, Mayor of the City of Gatesville, do hereby proclaim Tuesday, January 14, 2024, as:

“WENDY COLE DAY”

In the City of Gatesville, and urge all citizens and employees to join me and the City Council in congratulating Wendy on an outstanding career with the City of Gatesville and expressing our sincere appreciation to her for her unwavering dedication and service to the City of Gatesville.

We wish her many years of happiness and good health.

PROCLAIMED this 14th day of January 2025.

CITY COUNCIL MEETING
DECEMBER 10, 2024
5:30 P.M.
COUNCIL CHAMBERS, 110 NORTH 8TH STREET,
GATESVILLE, TEXAS 76528

AN OPEN MEETING WAS HELD CONCERNING THE FOLLOWING SUBJECTS:

1) CALL TO ORDER REGULAR CITY COUNCIL MEETING AT 5:31 P.M. THIS 10TH DAY OF DECEMBER 2024.

2) QUORUM CHECK/COUNCIL PRESENT: Mayor Gary Chumley, Mayor Pro-Tem Greg Casey, Councilmembers Meredith Rainer, Joe Patterson, Kalinda Westbrook, Jon Salter, and Aaron Smith.

CITY STAFF PRESENT: City Manager Brad Hunt, City Secretary Wendy Cole, City Secretary Holly Owens, Deputy City Manager/Finance Director Mike Halsema, Chad Newman, Shea Harp, Zeb Veazey, Seth Phillips, Police Chief Jeff Clark, and Officer Georg Cleverly.

OTHERS: Travis VanBibber, Gatesville Messenger Staff Writer Alex Meelbusch, Lewis Black, Leo Corona, Adam Keithly, Mandy Nettleton, Sheila Reynolds, Pete Weston, Don and Marcia Strieber. FN&I, and Gosselink via Zoom.

3) INVOCATION: Councilmember Casey and PLEDGE OF ALLEGIANCE: Led by Greg Casey.

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. 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.

Lewis Black, 710 Park came forward regarding a dog in the neighborhood that is aggressive and is requesting Animal Control to take care of the dog. Cleverly stated the dog has been declared a dangerous dog and the owners have a certain amount of time to appeal to the court.

5) ADMINISTER OATH TO NEW CITY OF GATESVILLE POLICE CHIEF JEFFREY CLARK.

Holly Owens, City Secretary administered the Oath to Jeffrey Clark, Gatesville Police Chief. Chief Clark's family pinned Chief Clark signifying the new position and badge of Police Chief.

- 6) DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT BETWEEN THE CITY OF GATESVILLE AND ATTIC BREEZE LLC FOR WASTEWATER PUMP AND HAUL SERVICES. (Brad Hunt, FN&I, Gosselink)

FN&I and Gosselink joined the meeting via Teams/Zoom. Adam Keithly, Attic Breeze, came forward to answer questions. Mr. Keithly gave a PowerPoint of the process.

ATTIC BREEZE AGREEMENT: Motion by Meredith Rainer, seconded by Joe Patterson to approve an agreement between Attic Breeze and the City of Gatesville in regard to the City accepting wastewater from Attic Breeze; and authorize the City Manager to execute said agreement. All six voting “Aye”, motion passed.

- 7) ALL CONSENT AGENDA ITEMSS 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 2024-131: DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF MINUTES FROM REGULAR CITY COUNCIL MEETING HELD ON NOVEMBER 14, 2024. (Holly Owens)

RESOLUTION 2024-132: DISCUSSION AND POSSIBLE ACTION CASTING VOTES FOR CITY OF GATESVILLE’S CANDIDATE FOR CORYELL CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS. (Wendy Cole)

RESOLUTION 2024-133: DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION TO SUPPORT THE CENTAL TEXAS WATER ALLIANCE. (Brad Hunt)

CONSENT AGENDA: Motion by Greg Casey, seconded by Jon Salter to approve the Consent Agenda as written. All six voting “Aye”, motion passed.

OTHER BUSINESS:

- 8) DISCUSSION AND POSSIBLE ACTION REGARDING TREE CLEARING AND LAND ACQUISITION AGREEMENT BETWEEN DON STRIEBER AND THE CITY OF GATESVILLE REGARDING 1.163 ACRES IN REFERENCE TO PROPERTY ID NUMBER 151494, LEGAL DESCRIPTION 1062 A WOOD, ACRES 87.06; ADJACENT TO THE GATESVILLE MUNICIPAL AIRPORT. (Brad Hunt)

Mr. Strieber was present to answer questions.

STRIEBER AGREEMENT: Motion by Aaron Smith, seconded by Meredith Rainer to approve an agreement between Donald and Marica Strieber and the City of Gatesville in regard to the City performing, or causing to be performed, agreed-upon work on the Strieber’s land and payment of other costs not to exceed a total expenditure of \$20,000, in exchange for conveyance of a 1.163-acre tract of

land to the City; and authorize the City Manager to execute said agreement. All six voting “Aye”, motion passed.

- 9) RECESS MEETING TO THE GATESVILLE PUBLIC LIBRARY, 111 NORTH 8TH STREET, GATESVILLE, TEXAS FOR SITE VISIT AND TO RECEIVE UPDATED INFORMATION RELATED TO THE LIBRARY CLOSURE THAT WAS A RESULT OF THE RECENT SEVERE WEATHER EVENTS.

Brad Hunt gave a presentation regarding the library before the site visit.

The regular meeting was recessed at 6:03 PM. Greg Casey excused himself from the meeting.

- 10) RECONVENE MEETING AT THE GATESVILLE PUBLIC LIBRARY, 111 NORTH 8TH STREET, GATESVILLE, TX.

The regular meeting reconvened at 6:05 PM.

No action was taken.

- 11) RECESS MEETING TO GATESVILLE CITY HALL, 110 NORTH 8TH STREET, GATESVILLE, TX.

The regular meeting was recessed at 6:19 PM.

- 12) RECONVENE MEETING AT GATESVILLE CITY HALL, 110 NORTH 8TH STREET, GATESVILLE, TX.

The regular meeting reconvened at Gatesville City Council Chambers at 6:24 PM.

No action was taken.

- 13) DISCUSSION AND POSSIBLE ACTION REGARDING AWARD OF BID OF CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FOR THHE GATESVILLE PUBLIC LIBRARY & GATESVILLE CITY HALL ROOF IMPROVEMENTS TO GG GENERAL CONTRACTORS NOT TO EXCEED \$430,438.67. (Mike Halsema)

Under the American Rescue Plan Act of 2021, the Coronavirus Local Fiscal Recovery Fund (CLFRF) provides emergency funding for eligible local governments. The City received a total of \$3,078,866.37 in CLFRF funds in two tranches, the last being June 30, 2022. Recipients must obligate CLFRF funds by December 31, 2024, through contractual agreements, and expend obligated funds by December 31, 2026. The City has previously obligated \$2,605,771.64 of the \$3,078,866.37 CLFRF funds for the Lovers Lane and Water Production clarifier rehabilitation projects. Staff is recommending the City obligate the remaining \$473,094.73 towards three contracts. All three contracts are with GG construction, the same firm that performed the mold remediation at the library. They were sourced through the TIPs purchasing co-op. The first contract being \$311,346.30 for library rehabilitation. This includes replacing the flooring, repairing and repainting the interior walls, repairing and resealing the

entire building envelope, and moving the stored shelving back into place. The second contract is for repairing the roof at City Hall for \$99,283.20. This includes the application of a membrane over the existing roof that has a 20-year warranty. Last, the third contract is for additional rehabilitation at the library in the amount of \$19,809.17. Specifically rehabbing the kitchen work area countertops and cabinets and replacing the existing water fountains with bottle fill type fountains. Combined these three contracts total \$430,438.67. We have spent \$89,024.90 on mold remediation costs, which combined with the three proposed contracts this evening, a total of \$519,463.57. Which leaves \$46,368.84, of which approximately \$20,000 of unspent/unencumbered ARPA interest funds are proposed to be utilized to closeout out the ARPA accounts. This leaves approximately \$26,000 out the Capital Improvement Fund to cover the difference.

CLFRF FUNDS: Motion by Kalinda Westbrook, seconded by Aaron Smith to approve the City Manager to execute 3 contracts with GG General Contractors not to exceed \$430,438.67 in total for library rehabilitation and roof repair services. All five voting “Aye”, motion passed.

14) DISCUSSION AND POSSIBLE ACTION REGARDING CHANGE ORDER NO. 1 FOR THE GATESVILLE PUBLIC LIBRARY HVAC SERVICES WITH MUEGGE HEATING & AIR.
(Mike Halsema)

The Library, Civic Center, and Fleet shop were experiencing HVAC issues and council approved a contract with Muegge Heating & Air for \$213,655 to replace these HVAC units on August 27th. The Civic Center's HVAC systems have been replaced. During the removal of the HVAC equipment at the library, it was discovered that the existing system did not have a proper return air ducting system. The system was pulling return air from the suspended ceiling and attic spaces. This is not efficient and will cause undue strain on the equipment, likely causing premature failure. The change order is for \$44,237, or 20% of the original contract. State law requires a project to be re-bid if a change order exceeds 25%, and the proposed change is under that threshold. A more detailed description of the proposed change order is attached. The additional funds are proposed to be sourced from the CIP fund.

MUEGGE HEATING & AIR CHANGER ORDER #1: Motion by Meredith Rainer, seconded by Jon Salter to approve a change order with Muegge Heating & Air for HVAC services \$44,237, raising the total not to exceed contract amount to \$257,892. All five voting “Aye”, motion passed.

15) DISCUSSION AND POSSIBLE ACTION REGARDING A FACILITY NAMING POLICY FOR THE CITY OF GATESVILLE.
(Mike Halsema)

Staff have consulted with the City attorney to develop a naming rights policy for your consideration. The naming policy is designed to guide the selection of names for city facilities and parks, ensuring they honor Gatesville's heritage, recognize significant contributions to the community, and enhance civic pride. The policy also covers corporate sponsorship. General guidelines from the policy are:

1. Existing-named facilities should only be renamed under exceptional circumstances such as the honoring of an exceptional individual or the revocation of an existing name that no longer represents the City's values.
2. The authority to name or rename City facilities rests with the City Council.
3. The City Council reserves the right to remove or revoke the name of any city-owned facility

4. The City Council will consider facility naming requests twice per year. Requests will be accepted in January and July of each calendar year.

Councilwoman Rainer expressed concern regarding policy under Section C considering names of elected officials currently in office. Mr. Halsema agreed to remove it. All five voting “Aye”, motion passed.

FACILITY NAMING POLICY: Motion by Meredith Rainer, seconded by Aaron Smith to approve adopting a naming policy for City Facilities removing an item under Section C considering names of elected officials currently in office.

- 16) DISCUSSION AND POSSIBLE ACTION REGARDING AWARD OF CONTRACT FOR ASPHALT TO KNIFE RIVER – SOUTH. (Mike Halsema)

Staff advertised RFPs for hot mix asphalt. Two firms submitted responses: Texas Materials and Knife River. Texas Materials had a slightly lower per ton cost, but they sometimes are unable to produce the materials when needed. Knife River can deliver the asphalt to job sites, which is important as the City does not have the ability to transport larger loads with existing equipment, requiring a 3rd party for deliveries.

KNIFE RIVER CONTRACT AWARD: Motion by Joe Patterson, seconded by Jon Salter, to approve the award of a contract to Knife River for hot mix asphalt needs. All five voting “Aye”, motion passed.

- 17) DISCUSSION AND POSSIBLE ACTION REGARDING ORDINANCE 2024-13, AMENDING THE GATESVILLE CODE OF ORDINANCES AT CHAPTER 10 BUILDINGS AND BUILDING REGULATIONS, ARTICLE II TECHNICAL CODES, DIVISION 1. – GENERALLY, BY ADDING NEW SECTIONS; CREATING SECTION 10-26 – CARPORT REGULATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. 1st Reading (Holly Owens)

The regulations presented in the ordinance are based on zoning such as the setbacks. However, all carports are required to slope to allow for rain runoff to prevent significant damage such as leaks, mold growth, structural weakening, and deterioration of materials. Rain gutters are required on carports on the outer side to move rain runoff towards the front to prevent excessive runoff onto neighboring property. Support beams and posts may be constructed with 100% masonry veneering, galvanized steel, and wood, but all posts are required to be anchored to the ground to aid in maintaining structural integrity during straight line winds, and all carports shall be built over a concrete slab with steel reinforcement.

Mayor Chumley asked about gable roofs and connecting to the roofline of the residence. Ms. Owens stated that it would be acceptable because the roof is sloped.

Councilman Patterson asked about rain gutters and if they would be required on larger lots. Ms. Owens stated on larger lots that would not be necessarily required because the runoff would not be impeding neighboring property.

Ms. Owens clarified what Council is recommending for changes in the draft ordinance. Look at side setbacks regarding gutters and roof slopes. Ms. Owens continued to explain safety issues regarding carports and why the regulations are needed.

Councilwoman Westbrook expressed concern about front setbacks and visibility.

Councilman Patterson stated he did not want to get into the business of architecturally designing carports, but he does see the need for the regulations. Councilman Patterson also expressed that there needs to be more options for the pad under the carport. Not everyone has a concrete pad.

Councilwoman Westbrook echoes Councilwoman Rainer’s concern regarding over regulation and that the ordinance mainly needs to address safety.

ORDINANCE 2024-13: Motion by Meredith Rainer, seconded by Aaron Smith to pass Ordinance 2024-13 adopting the amendment to the Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations, Article II Technical Codes, by adding new sections; Creating Section 10-26 – Carport Regulations to the next meeting with discussed changes. All five voting “Aye”, motion passed.

- 18) DISCUSSION REGARDING AN ORDINANCE 2024-11, AMENDING THE GATESVILLE CODE OF ORDINANCES BY AMENDING CHAPTER 48 - SUBDIVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. 3rd and Final Reading (Holly Owens)

Ms. Owens stated there are no changes from the second reading but is available to answer any questions Council may have.

ORDINANCE 2024-11: Motion by Jon Salter, seconded by Kalinda Westbrook to pass Ordinance 2024-11 amending the Gatesville Code of Ordinances by amending Chapter 48 – Subdivisions; providing a severability clause; providing a saving clause; and providing for an effective date. All five voting “Aye”, motion passed.

- 19) DISCUSSION REGARDING AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS AMENDING THE GATESVILLE CODE OF ORDINANCES AT CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS”, ARTICLE II “TECHNICAL CODES”, BY ADDING A NEW DIVISION 4 “PORTABLE BUILDINGS AND CONTAINERS”; PROVIDING A PENALTY OF FINE NOT TO EXCEED \$500; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. 3rd and Final Reading (Holly Owens)

Ms. Owens stated there are no changes from the second reading but is available to answer any questions Council may have.

ORDINANCE 2024-12: Motion by Meredith Rainer, seconded by Joe Patterson to pass Ordinance 2024-12 adopting the amendment to the Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations, Article II Technical Codes, by adding a New Division 4 Portable Buildings and Containers. All five voting “Aye”, motion passed.

- 20) DISCUSSION AND POSSIBLE ACTION ACCEPTING THE ANNEXATION PETITION SUBMITTED BY TRACY AND STACY SUMMERS, BEING ALL THE OWNERS OF APPROXIMATELY 5 ACRES OF REAL PROPERTY SITUATED IN THE HENRY FARLEY AND J.A. CLAYTON SURVEYS LOCATED IN THE CITY OF GATESVILLE, CORYELL COUNTY, TEXAS AND BEING COMMONLY KNOWN AS 2204 CORYELL CITY ROAD.

The applicants would like to be annexed to the City of Gatesville so that the City can provide sewer. The water is currently being supplied by Coryell City. The public hearing is scheduled for January 14, 2025.

Chad Newman stated the applicants will be putting in their own lift station and once sewer is provided, all septic tanks will be abandoned.

RESOLUTION 2024-139: Motion by Joe Patterson, seconded by Jon Salter to pass Resolution 2024-139 annexing the property described as the Henry Farley and J.A. Clayton Surveys situated in Coryell County, Texas to the next public hearing dated January 14, 2025. All five voting “Aye”, motion passed.

21) CITY MANAGER REPORT

Brad Hunt gave a PowerPoint presentation for the City Manager’s report.

22) ADJOURN MEETING

City Council adjourned at 7:52 PM.

Mayor, Gary Chumley

ATTEST:

City Secretary, Holly Owens



Consent Agenda: 5b

CITY COUNCIL MEMORANDUM

Date: January 14, 2025
To: Mayor & City Council
From: Mike Halsema, Deputy City Manager

Agenda Item: Discussion and possible action regarding approval of the monthly financial reports for October 2024.

Information:

Attached are the unaudited monthly financial reports for October 2024 for Council consideration.

Staff Recommendation:

N/A

Motion:

N/A

Attachments:

October Financials

Staff Contacts:

Mike Halsema, Deputy City Manager mhalsema@gatesvilletx.com



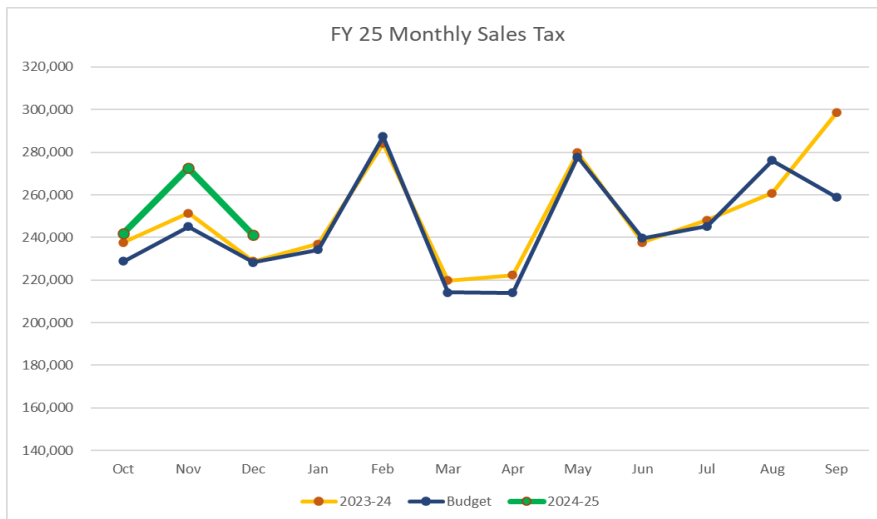
FY 2024-2025
Monthly Financial Report

OCTOBER 2024

General Fund

Revenues	OCTOBER	2024-25 Budget	2024-25 YTD	% YTD
AV Taxes	134,371	2,952,906	134,371	4.6%
Sales Tax	242,039	2,950,000	242,039	8.2%
Franchise Fees	106,542	802,000	106,542	13.3%
Fines & Fees	10,145	152,000	10,145	6.7%
Other taxes	1,384	15,000	1,384	9.2%
Licenses & Permits	19,873	62,600	19,873	31.7%
Rental Income	8,875	64,000	8,875	13.9%
Parks & Rec	25,569	420,000	25,569	6.1%
Misc. Revenues	35,385	151,500	35,385	23.4%
Intergovernmental	-	371,459	-	0.0%
Inter fund Transfers	47,627	687,503	47,627	6.9%
TOTAL REVENUES	631,812	8,628,968	631,812	7.3%

Expenditures	OCTOBER	2024-25 Budget	2024-25 YTD	% YTD
LIBRARY	29,371	290,663	29,371	10.1%
ADMINISTRATION	170,880	1,423,950	170,880	12.0%
PLANNING	234	152,200	1,467	1.0%
POLICE	287,982	2,878,749	287,982	10.0%
COURT	16,372	199,062	16,491	8.3%
FIRE	106,403	372,758	106,403	28.5%
STREET	156,564	1,229,677	156,564	12.7%
FLEET SERVICES	12,935	148,370	12,935	8.7%
BUILDING INSPECTIONS	16,327	128,911	16,327	12.7%
PARKS & RECREATION	81,949	859,978	81,949	9.5%
FT CAVASOS REC MGMT	0	371,459	0	N/A
Fitness Center	38,043	324,500	38,043	11.7%
SWIMMING POOL	2,511	124,138	2,511	2.0%
CIVIC CENTER	11,437	124,553	11,437	9.2%
TRANSFER EXPENSE	0	0	0	0.0%
TOTAL EXPENDITURES	931,007	8,628,968	932,359	10.8%
Gain (Loss)		-	(300,547)	



Expenditures	Budget	YTD	
Salaries	\$4,163,057	\$315,539	7.6%
Benefits	\$1,246,073	\$84,541	6.8%
Professional Services & Training	\$796,626	\$52,162	6.5%
Utilities	\$282,945	\$8,445	3.0%
Materials & Supplies	\$291,876	\$27,754	9.5%
Maintenance & Operations	\$1,420,756	\$302,650	21.3%
Lease & Rental	\$280,259	\$87,325	31.2%
Miscellaneous	\$0	\$241	0.0%
Grant Expenses	\$0	\$0	0.0%
Debt Service	\$65,154	\$0	0.0%
Transfers	\$0	\$0	0.0%
Capital Outlay	\$82,221	\$53,701	65.3%
Total Expenditures:	\$8,628,968	\$932,359	10.8%

-Sales tax collections are on pace with budget, and higher than prior year.

-Property tax collections are as expected for YTD.

-one-time and permits are up due to new construction projects underway

-M&O is increased due to one-time expenses, including annual liability insurance payment.

-Lease & rental is increased due to annual payments occurring the beginning of the year.

-Capital Outlay is increase due to one-time purchases made at the beginning of the year.

Water and Sewer Fund

	OCTOBER	2024-25 Budget	2024-25 YTD	% YTD
Water				
Revenues				
Water Sales				
Residential	169,871	1,971,963	169,871	8.6%
Commercial And Institutional	182,182	2,021,987	182,182	9.0%
Wholesale	143,489	1,041,281	143,489	13.8%
Connections & Installs	242	31,300	242	0.8%
Misc.	7,838	71,000	7,838	11.0%
Subtotal	503,621	5,137,531	503,621	9.8%
Expense				
Distribution & Collections				
Personnel	66,037	757,838	66,037	8.7%
O&M	64,002	518,062	64,002	12.4%
Debt Service	-	206,225	-	
Capital Outlay	-	1,308,987	-	0.0%
Production				
Personnel	50,075	507,570	50,075	9.9%
O&M	149,428	1,705,291	149,428	8.8%
Debt Service	20,564	928,128	20,564	
Capital Outlay	18,975	30,922	18,975	61.4%
Subtotal	369,081	5,963,023	369,081	6.2%
Sewer				
Revenues				
Sewer Fees				
Residential	106,749	944,612	106,749	11.3%
Commercial And Institutional	144,949	2,074,791	144,949	7.0%
Connections & Installs	22	9,300	22	0.2%
Misc.	10,096	29,000	10,096	34.8%
Subtotal	261,816	3,057,703	261,816	8.6%
Expense				
Personnel	43,804	519,264	43,804	8.4%
O&M	86,328	1,029,059	86,328	8.4%
Debt Service	-	897,327	-	
Capital Outlay	338,157	9,159,200	338,157	3.7%
Subtotal	468,289	11,604,850	468,289	4.0%
Sanitation				
Revenues	74,767	889,920	74,767	8.4%
Expense	-	865,700	-	0.0%
Non Departmental				
Revenues				
Grants & reimbursements	-	10,177,182	-	0.0%
Interest	41,655	153,600	41,655	27.1%
Subtotal	41,655	10,330,782	41,655	0.4%
Expense				
Transfers and Franchise fees	89,033	982,363	89,033	9.1%
Grand Total				
Revenues	881,859	19,415,936	881,859	4.5%
Expense	926,403	19,415,936	926,403	4.8%
Gain (Loss)	(44,544)	-	(44,544)	

- Water sales are inline with budget
- Water expenditures are as anticipated within budget.
- Water retail and wholesale rate studies are in progress.
- Sewer fees are inline with budget and as expected.
- Sewer expenses are driven primarily by the Stillhouse plant renovation project

Airport Fund

		FY25	YTD	% of
AIRPORT REVENUE		Budget	OCTOBER	Budget
060-4-101-4203	RECEIPTS OF GAS/OIL SAL	\$ 23,000	\$ 1,704	7.4%
060-4-011-4302	RECEIPTS OF HANGAR RENT	\$ 28,500	\$ 3,160	11.1%
060-4-101-4303	RECEIPT OF BUILDING LEASES	\$ -	\$ -	
060-4-101-4550	MISCELLANEOUS	\$ -	\$ -	
060-4-011-4600	GRANT REIMBURSEMENTS	\$ -	\$ -	
060-4-011-4400	INTEREST		\$ 26	
060-4-101-4750	RAMP Grants	\$ 3,000	\$ 1,264	42.1%
TOTAL REVENUE		\$ 54,500	\$ 6,154	11.29%
EXPENDITURES				
060-5-150-10080	CONTRACT SERVICES	\$ 7,200	\$ -	0.0%
060-5-150-20010	UTILITIES	\$ 6,000	\$ 353	5.9%
060-5-150-20020	MAT., SUP., & PRINTING	\$ 1,000	\$ -	0.0%
060-5-150-20045	PROP, LIAB, WC INSURAN	\$ 3,700	\$ 3,609	97.5%
060-5-150-20090	EQUIPMENT PURCHASE	\$ -	\$ -	
060-5-150-20170	CREDIT CARD SERV FEE	\$ 450	\$ 21	4.6%
060-5-150-30010	GAS & OIL	\$ -	\$ -	
060-5-150-30015	FUEL FOR RESALE	\$ 20,000	\$ -	0.0%
060-5-150-30020	MISCELLANEOUS	\$ 600	\$ -	0.0%
060-5-150-30070	MAINTENANCE AGREEMENT	\$ -	\$ -	
060-5-150-40010	CAPITAL OUTLAY	\$ -	\$ -	
060-5-150-50010	REPAIRS & MAINTENANCE	\$ 15,550	\$ -	0.0%
060-5-150-61415	GRANT EXPENDITURES		\$ -	
TOTAL EXPENSES		\$ 54,500	\$ 3,982	7.31%

Hotel Occupancy Tax (HOT) Fund

		FY25	YTD	% of
		Budget	OCTOBER	Budget
HOT FUND REVENUE				
040-4-008-4400	INTEREST	8,000	1,960	24.5%
040-4-008-4500	Prior Year Resources	-	0	
040-4-008-4950	HOTEL OCCUPANCY TAX	150,000	25,384	16.9%
TOTAL REVENUE		\$ 158,000	\$ 27,344	17.31%

EXPENDITURES				
040-5-138-60010	TRANSFER TO GENERAL FUND	\$ 29,610	0	0.0%
040-5-138-61000	CVB CENTER EXPENSES	\$ -	0	
040-5-138-61010	ADVERTISING	\$ 18,500	10,350	55.9%
040-5-138-61020	PROMOTION OF THE ARTS	\$ 5,000	0	0.0%
040-5-138-61030	SIGNAGE & WAYFINDING	\$ -	0	
040-5-138-61040	PROMOTION OF SPORTING EVENTS	\$ 102,023	-	0.0%
040-5-138-61050	HISTORICAL PRESERVATION	\$ -	-	
TOTAL EXPENSES		\$ 155,133	\$ 10,350	6.67%



Consent Agenda # 5c

CITY COUNCIL MEMORANDUM

Date: January 14, 2025

To: Mayor & City Council

From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action regarding denial of Atmos Energy Corporation's application filed on about December 16, 2024, proposing to increase in-city rates for its Mid-Tex division; Authorizing participation in the Atmos Texas Municipalities (ATM) Coalition of Cities; Authorizing intervention in proceedings related to Atmos Energy's statement of intent; Requiring the reimbursement of municipal rate case expenses; Authorizing representation of the City by special counsel.

Information:

On about December 16, 2024, Atmos Energy Corporation (Atmos or Atmos Energy) filed a Statement of Intent to increase its base rate revenues for its Mid-Tex Division within certain cities, by approximately **\$16.73 million**; this equates to an **increase in annual revenue of about 7.08% including gas costs, and 11.51% excluding gas costs**. This is Atmos's first request to increase its base rates since 2018. Following the conclusion of its 2018 rate gas (Gas Utilities Docket No. 10742), Atmos has raised its rates by means of six Interim Rates Adjustment ("IRA") filings, also known as "GRIP" filings.

Atmos proposes an effective date of January 20, 2025, for its change in rates. As is explained below, the proposed Resolution related to Atmos's application to increase its base rate revenues, if adopted, denies the proposed increase in rates.

Crucially, on November 18, 2024, Atmos filed with the Railroad Commission of Texas (RRC or Commission) substantially the same proposal to increase rates. Because Atmos filed its application to increase rates with the RRC several weeks before it filed the same application with the city, and other similarly situated cities, the time line for the RRC to issue a decision regarding Atmos's application with the RRC is such that by the time the City's statutory deadline to make its decision regarding the application Atmos filed with the City, the RRC proceedings will be close to, if not at, their end. Thus, it is highly likely the RRC will make a decision on the merits of Atmos's application before the City completes its review and makes its decision.

Financial Impact:

On average, Atmos' proposed increase if approved as filed would result in an increase of about 14.05% in a residential customer's bill excluding the cost of gas, and about 9.41% including the cost of gas. The effect of Atmos' proposed increase in rates for a residential customer using average consumption of gas is shown in the table below:

ATMOS ENERGY CORP., MID-TEX DIVISION								
ATMOS TEXAS MUNICIPALITIES ("ATM") STATEMENT OF INTENT								
AVERAGE BILL COMPARISON - BASE RATES								
TEST YEAR ENDING JUNE 30, 2024								
Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Rate R at 32.6 Ccf							
2	Base Rates:							
3	Customer Charge		\$ 47.91	\$ 47.91	\$ 47.91	\$ 47.91	\$ -	
4	Consumption Charge (Ccf)	32.6	\$ 0.14846	\$ 0.37584	4.84	12.25	7.41	
5	Total Base Rates				\$ 52.75	\$ 60.16	\$ 7.41	14.05%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	32.6	\$ 0.25792	\$ 0.25792	\$ 8.41	\$ 8.41	\$ -	
9	Rider GCR Part B (Ccf)	32.6	\$ 0.53771	\$ 0.53771	17.53	17.53	-	
10	Total Gas Cost				\$ 25.94	\$ 25.94	\$ -	0.00%
11								
12	Total Base with Gas Cost				\$ 78.69	\$ 86.10	\$ 7.41	
13	Rider FF and Rider TAX		0.06788	0.06788	5.34	5.84	0.50	9.36%
14								
15	Total Residential Average Bill				\$ 84.03	\$ 91.94	\$ 7.91	9.41%

Atmos proposes to leave rates for Commercial, Industrial, and Transportation customers unchanged.

Because of the substantial increase in rates to the Residential class of customers the City should closely scrutinize Atmos's proposed increase as well as its proposed allocation of costs to the customer classes.

Action Required by January 20, 2025 The City must take action on Atmos's Statement of Intent by no later than January 20, 2025. Absent such action, Atmos's proposed rates are deemed approved by operation of law.

Atmos Texas Municipalities

The coalition of cities known as the Atmos Texas Municipalities ("ATM") was organized by a number of municipalities served by Atmos. Alfred R. Herrera, with the law firm Herrera Law & Associates, PLLC, has previously represented ATM in rate cases involving Atmos.

City Jurisdiction to Set Atmos's Rates

Unless a city ceded its original jurisdiction to the Railroad Commission of Texas, the Gas Utility Regulatory Act § 103.001 grants a city exclusive original jurisdiction over a gas utility's rates, services, and operations within the city limits. But even if a city has ceded its jurisdiction to the Railroad Commission, the Gas Utility Regulatory Act § 103.023 ("GURA"), grants a city the statutory right to participate in rate proceedings before the Railroad Commission.

RATE CASE EXPENSES

Cities by statute are entitled to recover their reasonable rate case expenses from the utility. See GURA § 103.022. Legal counsel and consultants approved by ATM will submit monthly invoices to the coalition-designated city that will be forwarded to ATM for reimbursement. No individual city's budget is negatively affected.

Options for City Action:

The City has three options with respect to the action it takes regarding Atmos's application to increase rates:

1. The City could take no action, and under state law, Atmos's proposed increase in revenue and change in rates would be deemed approved by operation of law and go into effect on Atmos's proposed effective date, January 20, 2025;
2. The City may suspend Atmos's proposed effective date of January 20, 2025, for its increase, for the statutorily allowed period of 90 days, which means the suspension would expire on April 20, 2025. If the City suspends Atmos's proposed effective date, the City will need to take final action on the merits of Atmos's proposed increase in revenue and rates by no later than April 20, 2025;
3. The City may deny Atmos's proposed increase in revenue and rates; if the City denies Atmos's proposed increase, Atmos will have the right to appeal the City's action to the Railroad Commission of Texas, which it would do.

ATM's Recommendation:

ATM's Special Counsel recommends that the City join or continue its participation in ATM and retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to Atmos's rate case and to advise the City with regard to Atmos's application, and that, intervene in the proceedings before the Railroad Commission of Texas related to Atmos's rates for its Mid-Tex Division, and related court appeals, if any.

As noted above, because Atmos filed its application to increase rates with the RRC several weeks before it filed the same application with the City, it is highly likely the RRC will make a decision on the merits of Atmos's application pending before the RRC, well ahead of the time the City completes its review and makes its final decision on Atmos's application it filed with the City.

Thus, while the City could adopt a resolution suspending Atmos's proposed effective date for the statutorily allowed period, and not make a final decision until close to the end of the suspension period – April 20, 2025 – ATM's Special Counsel recommends the City adopt a resolution denying Atmos's proposed increase in rates, and that the City do so as expeditiously as possible.

Otherwise, if the City adopts a "suspension" resolution, it is highly likely the RRC would have reached its decision on the merits of the application Atmos filed with the RRC, before Atmos even files its appeal of the City's decision. This means that the City will have had no opportunity to influence the RRC's decision and it is highly unlikely the RRC would change its decisions on any appeal Atmos files from the City's actions on the merits of Atmos's proposed increase in rates.

Crucially, though the City, as part of ATM, has filed a motion to intervene in Atmos's pending rate case at the RRC, Atmos has informed ATM's Special Counsel that Atmos will object to ATM's intervention and there is the risk that the RRC's administrative law judge will sustain Atmos' objection keeping ATM out of the case Atmos filed with the RRC. The ALJ is not expected to make a decision on ATM's motion to intervene until sometime after December 16, 2024, at the earliest.

So, ATM's Special Counsel strongly advises the City to adopt a resolution denying Atmos's proposed increase in rates, and that it do so as expeditiously as possible. Doing so

ensures that Atmos will appeal the City's decision to the RRC on a more expedited time frame, thus assuring ATM's right to intervene in the proceedings at the RRC.

If adopted, the accompanying resolution:

1. Denies Atmos's proposed increase in rates;
2. Authorizes Herrera Law & Associates, PLLC to represent the City through ATM in proceedings related to Atmos's proposal to increase rates;
3. Directs Atmos to reimburse ATM's rate-case expenses.

Motion:

I make the motion to approve **Resolution 2025-003**, a denial of Atmos Energy Corporation's application filed on about December 16, 2024, proposing to increase in-city rates for its Mid-Tex division; Authorizing participation in the Atmos Texas Municipalities (ATM) Coalition of Cities; Authorizing intervention in proceedings related to Atmos Energy's statement of intent; Requiring the reimbursement of municipal rate case expenses; Authorizing representation of the City by special counsel.

Attachments:

Resolution

Staff Contacts:

Holly Owens, City Secretary howens@gatesvilletx.com

RESOLUTION NO. 2025-003

RESOLUTION BY THE CITY OF GATESVILLE, TEXAS (“CITY”) DENYING THE INCREASE IN RATES PROPOSED BY ATMOS ENERGY CORPORATION IN ITS MID-TEX DIVISION FILED ON ABOUT DECEMBER 16, 2024; AUTHORIZING INTERVENTION IN PROCEEDINGS RELATED TO ATMOS ENERGY’S APPLICATION TO INCREASE RATES; AUTHORIZING SPECIAL COUNSEL TO REPRESENT THE CITY IN MATTERS RELATED TO ATMOS ENERGY’S PROPOSED INCREASE IN RATES; DIRECTING ATMOS TO REIMBURSE RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Atmos Energy Corporation (“Atmos” or “Company”) filed a Statement of Intent with the City on about December 16, 2024, to change its rate schedules within the corporate limits of this municipality, specifically to increase its annual revenue requirement by approximately \$16.73 million, which represents an increase in base rates of about 11.51%, excluding the cost of gas, and about 7.08% including the cost of gas; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 103, §103.001 et seq. of GURA has exclusive original jurisdiction over Atmos’s rates, operations, and services within the municipality; and

WHEREAS, to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Atmos’s rate request and its changes in tariffs, the City joins with other local regulatory authorities to form an alliance of cities known as the Atmos Texas Municipalities (“ATM”); and

WHEREAS, Atmos’s rate request consists of a voluminous amount of information including Atmos’s rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, Atmos’s rate application is the Company’s first general rate case since about 2018, and follows six consecutive annual increases in rates pursuant to the Interim Rate Adjustment (“IRA”) mechanism, also known as “GRIP” filings; and

WHEREAS, Atmos proposed January 20, 2024, as the effective date for its requested increase in rates; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of Atmos’s application to increase rates; and

WHEREAS, Atmos’s application fails to establish that its overall revenue request resulted in no more than an amount that will permit Atmos a reasonable opportunity to earn a reasonable return on the utility’s invested capital used and useful in providing service to the public in excess of its reasonable and necessary operating expenses; and

WHEREAS, Atmos’s application fails to establish that its proposed rates are just and reasonable; and

WHEREAS, Atmos may exercise its statutory right to appeal a City decision regarding Atmos’s request to increase rates to the Railroad Commission of Texas; and

WHEREAS, Atmos filed its Statement of Intent to increase its revenue and change its rate with the City after it filed a substantially similar application with the Railroad Commission of Texas, and the decision of the Railroad Commission of Texas will have a direct impact on the City and its citizens who are customers of Atmos, and in order for the City’s participation to be meaningful, it is important that the City intervene in any such proceedings at the Railroad Commission of Texas related to Atmos’s application to increase rates.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. Atmos’s application fails to show that its proposed rates are just and reasonable.

Section 3. The City hereby **DENIES** Atmos’s request to increase its revenue and change its rates and in support of **DENIAL** finds that:

- A.** Atmos failed in its burden of proof to establish that its requested increase in revenue or the changes set forth in its tariffs attached to Atmos’s Statement of Intent to change rates, results in just and reasonable rates;
- B.** Atmos failed in its burden of proof to establish that adoption of its proposed rate base, expenses, investment, return on equity, and other rate issues as presented in Atmos’s Statement of Intent to increase rates, result in just and reasonable rates.

Section 4. The City shall participate in a coalition of cities known as the Atmos Texas Municipalities (“ATM”), and authorizes intervention in proceedings related to Atmos’s Statement of Intent before the Railroad Commission of Texas and related proceedings in courts of law; and

Section 5. The City hereby orders Atmos to reimburse the City’s rate case expenses consistent with the Gas Utility Regulatory Act and that Atmos shall do so on a monthly basis and within 30 days after submission of the City’s invoices for the City’s reasonable costs associated with the City’s activities related to this rate review or related to proceedings involving Atmos before the City, the Railroad Commission of Texas, or any court of law.

Section 6. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving Atmos before the City, the Railroad Commission of Texas, or any court of law, and to retain such experts as may be reasonably necessary for review of Atmos’s rate application subject to approval by the steering committee of the ATM.

Section 7. The City, in coordination with the Atmos Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Atmos for reimbursement.

Section 8. A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703, and a courtesy copy to Atmos’s local representative.

Section 9. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 202__.

Mayor, Gary Chumley

ATTEST:

City Secretary, Holly Owens

**Consent Agenda: 5d****CITY COUNCIL MEMORANDUM****Date:** January 14, 2025**To:** Mayor & City Council**From:** Bradford Hunt, City Manager**Agenda Item:** Discussion and possible action regarding a resolution ratifying entry into the Kroger Opioid Settlement**Information:**

On the advice of City Attorney Victoria Thomas, City Manager Brad Hunt completed a participation form to enter the City of Gatesville into the Kroger Opioid Settlement. The deadline for form submission the Texas AG's office was December 29, 2024, which was before the next available Council meeting. Mrs. Thomas drafted the resolution so Mr. Hunt could submit the form before the deadline, and then request that Council ratifies the action. Mrs. Thomas also included a provision in the resolution whereby the Council authorizes the City Manager to submit any further forms for any other opioid settlements (without the necessity of getting further Council approval). If approved by Council, the resolution allows the City to continue in its participation in the Kroger Opioid Settlement.

Financial Impact:

By participating in the settlement, the City will receive a disbursement of approximately \$10,000, which shall go into a designated account and be used for expenditures only as specified in the Texas Attorney General's guidelines. Some examples of approved expenditures include education and publicity campaigns to prevent overdose deaths, equipment and training for First Responders, and prevention measures such as "drug take-back" programs.

Staff Recommendation:

The staff recommends that the City Council approve a resolution that ratifies the City's participation in the Kroger Opioid Settlement.

Motion:

I make the motion to approve **Resolution 2025-004** that ratifies the City's participation in the Kroger Opioid Settlement.

Attachments: Resolution and form submission attached hereto.

Staff Contacts: Bradford Hunt, City Manager – bhunt@gatesvilletx.com

Regular 1/14/2025
Resolution 2025-004

Attachment: Resolution and Submission Form

CITY OF GATESVILLE, TEXAS

RESOLUTION NO. 2025-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, AUTHORIZING AND RATIFYING THE CITY MANAGER ENTERING INTO THE KROGER TEXAS OPIOID SETTLEMENT AND AUTHORIZING AND RATIFYING THE SUBMISSION OF THE TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM REGARDING THE KROGER TEXAS OPIOID SETTLEMENT AGREEMENT AND FULL RELEASE OF ALL CLAIMS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Gatesville has previously adopted and approved the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City of Gatesville has received notice of a settlement through the Office of the Texas Attorney General relating to opioid claims against Kroger (the "Kroger Settlement"); and

WHEREAS, the City of Gatesville can participate in this settlement by adopting and submitting to the Office of the Texas Attorney General on or before December 29, 2024, the Texas Settlement Subdivision Participation and Release Form, attached hereto and incorporated herein by this reference as Exhibit "A" (the "Release Form");

WHEREAS, the City Council of the City of Gatesville, Texas, (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Gatesville, (ii) supports the addition of the Kroger Settlement to those previously adopted; and (iii) supports the adoption and approval the Release Form and finds it to be in the public interest to approve such settlement;

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

SECTION 1. The City Manager is hereby authorized on behalf of the City to enter into the opioid settlement with Kroger, as that term is defined above, and to sign and submit or cause to be submitted said Release Form, attached hereto and incorporated herein by this reference as Exhibit "A" to the Texas Attorney General by email at opioids@oag.texas.gov before December 29, 2024 and his acts in so doing are hereby approved, authorized, and ratified.

SECTION 2. The City Manager is authorized to act on behalf of the City to agree to such future opioid settlement agreements and release of claims negotiated and recommended by the Texas Attorney General that provide for distribution of settlement funds to the City.

SECTION 3. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS ____ DAY OF _____, 202__.

APPROVED:

Gary Chumley, Mayor

ATTEST:

Holly Owens, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Exhibit A

[Texas Settlement Subdivision Participation and Release – Kroger]

4918-2155-0088, v. 1

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	City of Gatesville	Texas
Authorized Official:	Bradford Hunt	
Address 1:	803 East Main Street	
Address 2:		
City, State, Zip:	Gatesville, Texas 76528	
Phone:	254.865.8951	
Email:	bhunt@gatesvilletx.com	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.


Signature: 
Name: Bradford Hunt
Title: City Manager, City of Gatesville
Date: 12/18/2024

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



Agenda Item # 6

CITY COUNCIL MEMORANDUM

Date: January 14, 2025
To: Mayor & City Council
From: Bradford Hunt, City Manager

Agenda Item: Discussion and possible action regarding the establishment of angle parking on North 6th Street and North 7th Street, between Main Street and Saunders Street.

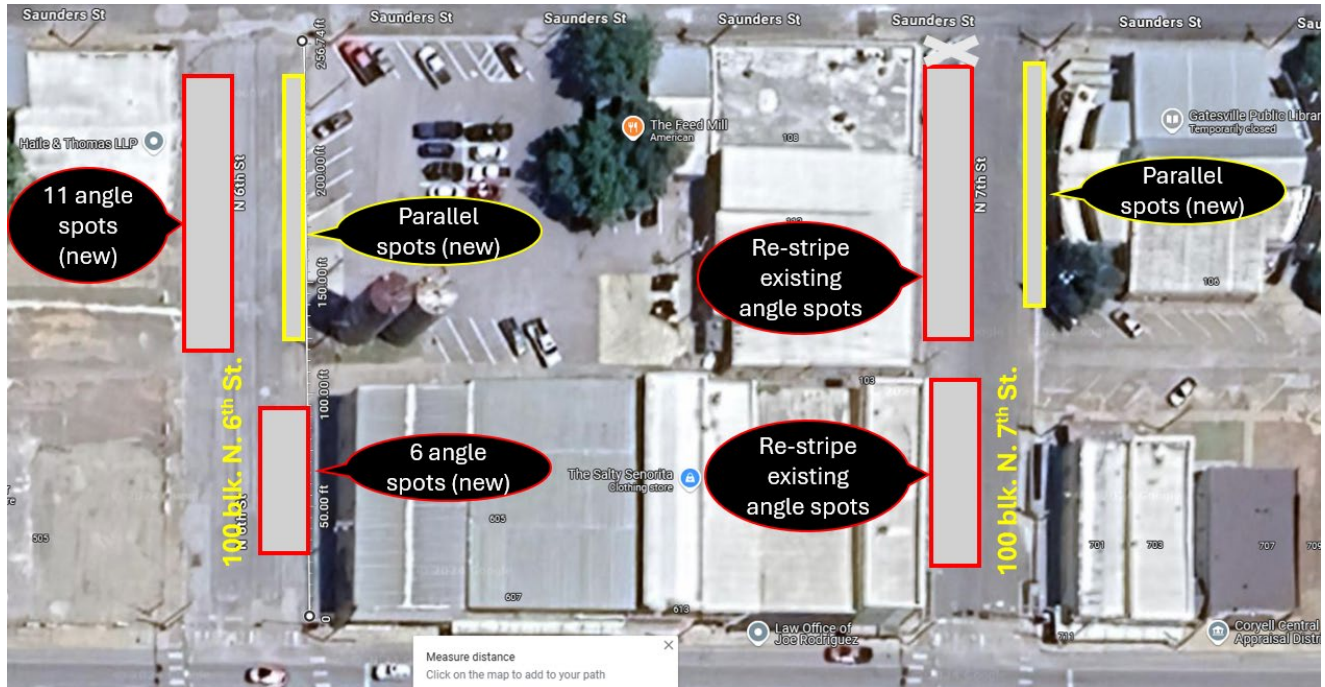
Information:

At the request of a downtown business and based on the observations of the City Manager and staff, there exists a need to establish angle parking in certain zones on both North 6th and 7th Streets, between Main Street and Saunders Street. This request represents a positive situation in downtown: clearer, safer, and more plentiful parking options have become necessary due to increased traffic and business in the area.

City Ordinance establishes the means by which parallel and angle parking may be established by the City. Specifically, Sec. 54-61 (b) states: ***“The city manager, with the approval of the city council, shall determine upon which streets angle parking shall be permitted and shall mark or sign such streets, but such angle parking shall not be indicated upon any federal-aid or state highway within this city unless the state highway commission has determined by resolution or order entered in its minutes that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic. Angle parking shall not be indicated or permitted at any place where passing traffic would thereby be caused or required to drive upon the left side of the street or upon any railway tracks.”***

Accordingly, this memo requests that council grant the City Manager authority to establish designated angle and parallel parking zones as generally outlined in Figure 1 below.

Figure 1



The exact placement of the markings for the types of parking will be determined by Street Department Superintendent in coordination with the Public Works Director and City Manager. Markings will be placed after the already-planned paving operation occurs within this budget year.

Financial Impact: The Street Department will overlay the pavement in the areas shown above and then cause the designating markings to be placed, along with any necessary signage. Total cost for the markings is estimated to be under \$5,000, and this expenditure will come from the Street Maintenance line item.

Staff Recommendation:

The staff recommends that council approve the city manager's request to establish designated angle and parallel parking zones in the 100 block of North 6th Street and the 100 block of North 7th Street, and to cause appropriate markings or notification signs to be installed on such streets.

Motion:

I make a motion to approve **Resolution 2025-005** establishing designated angle and parallel parking zones in the 100 block of North 6th Street and the 100 block of North 7th Street, and to cause appropriate markings or notification signs to be installed on such streets.

**Agenda item # 7****CITY COUNCIL MEMORANDUM**

Date: January 14, 2025
To: Mayor & City Council
From: Bradford Hunt, City Manager

Agenda Item: Discussion and possible action regarding an interlocal agreement with Coryell County, relating to the joint responsibility for sanitary sewer and roadway improvements near the newly constructed Coryell County Leon Street Annex

Information:

On March 26, 2024, Coryell County Commissioner Weddle spoke during the public comments portion of the regular City Council Meeting. He proposed that the City of Gatesville help offset costs associated with the sanitary sewer line upgrades, as part of the new construction for the Coryell County Leon Street Annex building. Mr. Weddle proposed that the City reimburse the County a total of \$58,810.18, and Council advised that they would consider the request when received.

On October 18, 2024, City Manager Hunt and Public Works Director Newman, along with Street Supervisor Dale Allen, met with Commissioner Weddle at the Leon Street Annex and worked out a verbal agreement regarding street repairs. As the City intends to overlay and repair most streets in the downtown area in 2025, we found that the County would not need to perform street repairs for cuts in the pavement caused by construction near the Leon Street Annex. This allowed for a reduction in Coryell County's costs associated with the sewer main replacement.

We now have received a request for approval of the Interlocal Agreement Between Coryell County and City of Gatesville, for Sewer Main Replacement and Patching of Leon and 5th Streets. Based upon the details outlined above, the Agreement requests that the City reimburse the County the amount of \$49,970.14 and that the City further commits to repairing the streets adjacent to the new Leon Street Annex Building.

Financial Impact:

Original amount:	\$58,810.18 – sewer main replacement / upgrade
Less:	\$8,840.04 – amount Coryell planned to pay for street repairs related to sewer line placement
Total:	\$49,970.14

Staff Recommendation:

The staff recommends that the City Council approve the Interlocal Agreement Between Coryell County and City of Gatesville for Sewer Main Replacement and Patching of Leon and 5th Streets; and authorizing City Manager Brad Hunt to execute said agreement.

Motion:

I make the motion to approve **Resolution 2025-006** an Interlocal Agreement Between Coryell County and City of Gatesville for Sewer Main Replacement and Patching of Leon and 5th Streets; and authorizing City Manager Brad Hunt to execute said agreement.

Attachments: Interlocal Agreement

Staff Contacts: Bradford Hunt, City Manager – bhunt@gatesvilletx.com

Regular 1/14/2025
Resolution 2025-006

Attachment: Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
CORYELL COUNTY AND THE CITY OF GATESVILLE**

**SEWER MAIN REPLACEMENT AND PATCHING
OF LEON AND 5TH STREETS**

STATE OF TEXAS)
)
COUNTY OF CORYELL)

This agreement, made and entered into by and between the County of Coryell, hereinafter called "Coryell" and the City of Gatesville, hereinafter called "Gatesville", pursuant to the provisions of Texas Government Code Ann. Sec. 791.001 (the "Act") relating to the joint exercise of powers, for the purpose of maintaining county and city infrastructure, as follows:

WHEREAS, in construction of the addition to the Coryell County Jail, there was a need to replace approximately 119' of Gatesville sewer main and install a manhole on Leon Street, and

WHEREAS, Coryell agreed to perform the work through the existing contractor for Coryell on the Jail Addition, for future reimbursement from Gatesville in the amount of \$58,810.18, and

WHEREAS, Coryell agreed to perform patch work on Leon Street and 5th Street as repairs to cuts made during construction of the Coryell County Leon Street Annex, in the approximate cost of \$8,840.04, and

WHEREAS, Gatesville plans to repave both Leon Street and 5th Street in the near future, and therefore Gatesville requests credit in the amount of \$8,840.04 from the \$58,810.18 sewer upgrade project in lieu of the patch work, and

WHEREAS, Coryell and Gatesville find that it would be in the best interest of the citizens of Coryell and Gatesville to enter into an interlocal agreement to document the agreement of the entities to perform said work as set out above, and to credit the patch work costs against the sewer upgrade cost.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants and agreements, the benefits of which will inure to the parties herein, Coryell and Gatesville agree as follows:

I

Coryell County and the City of Gatesville both have an obligation to their citizens to maintain the roads in their respective jurisdictions and to provide services that are

accomplished by this agreement. These obligations would best be served, and resources would most be utilized, by this agreement.

II.

Coryell and Gatesville agree that Gatesville shall pay to Coryell the amount of \$49,970.14. This amount being the \$58,810.18 for the sewer upgrade previously paid by the County, less the amount of \$8,840.04 Coryell was to pay for patch work on Leon and 5th Streets.

III.

Coryell and Gatesville agree that this agreement mutually benefits the entities, and their citizens.

IV.

This agreement shall not become effective until it is signed by both Coryell and Gatesville and approved by their respective governing bodies.

Executed this 26th day of November, 2024.

Attest:

Coryell County

Jennifer T. Deaton
Coryell County Clerk

Roger Miller
By: Roger Miller, County Judge

Executed this _____ day of _____, 2024.

Attest:

City of Gatesville

City Secretary

By: Brad Hunt, City Manager

**Agenda item # 8****CITY COUNCIL MEMORANDUM****Date:** January 14, 2025**To:** Mayor & City Council**From:** Bradford Hunt, City Manager**Agenda Item:** Discussion and possible action regarding agreement between NRS Solutions and City of Gatesville for a 911 Dispatch Web Map Application**Information:**

City Manager Hunt has been in discussions with Mr. Steve Manning of NRS Solutions, a Gatesville-based limited liability company, regarding a supplemental program they've developed to aid in dispatching duties for the Gatesville Police Department. Mr. Manning developed the attached agreement, which provides a service for a one-year term at the cost of \$800. Because the agreement is between the City and a private entity, City Attorney Thomas recommended council approval prior to entry into the agreement.

The agreement is summarized as follows: if approved by Council the City will allow NRS Solutions to place a web-based application on Gatesville Police dispatch computers. Dispatchers will then have the option to use the application to assist with unit location of Fire, EMS, and possibly Coryell County first responders. The attached Agreement was written by City Attorney Victoria Thomas and approved by Mr. Manning.

Financial Impact:

\$800

Staff Recommendation:

The staff recommends that the City Council approve an agreement between NRS Solutions and the City of Gatesville for provision of a web-based dispatch system; and authorize the City Manager to execute said agreement.

Motion:

I make the motion to approve **Resolution 2025-007**, an agreement between NRS Solutions and the City of Gatesville for provision of a web-based dispatch system; and authorize the City Manager to execute said agreement.

Attachments: Agreement**Staff Contacts:** Bradford Hunt, City Manager – bhunt@gatesvilletx.com

Attachment: Agreement

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911 DISPATCH WEB MAP APPLICATION LICENSING AGREEMENT

This 911 DISPATCH WEB MAP APPLICATION LICENSING AGREEMENT ("Agreement") is entered into by and between NRS Solutions, L.C., a Texas limited liability company, having an address at 9130 Jollyville Rd. Suite 345, Austin, Texas 78759 ("NRS" or the "Licensor") and the City of Gatesville for use of Gatesville Police Department Dispatch having an address at 200 N 8th St., Gatesville, Texas 76528 ("City" or "Licensee") (NRS and City are each a "Party" and collectively are the "Parties"). This Agreement is effective as of the date it has been signed by both Parties ("Effective Date").

WHEREAS NRS is a Texas limited liability company that has developed a system for 911 Dispatch Web Map Application (the "System").

WHEREAS, City desires to contract with NRS to develop and maintain a 911 Dispatch Web Map Application for the City's Police Department Dispatch and NRS is willing and agrees to grant to City such a license under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree to be bound by this Agreement in accordance with the terms set forth below:

1. TERM AND RENEWAL

1.1 **Initial Term.** This Agreement and the license granted herein shall be for a term of one (1) year from the date of execution, subject to earlier termination as provided herein.

1.2 **Renewal.** At the end of the initial one (1) year term, provided City has substantially complied with the terms of this Agreement, City shall have the option to renew this license for an additional period of one (1) year by giving NRS written notice of City's intent to renew at least three (3) months prior to the end of the then-current term. Such renewal shall be effected by the execution of the then- standard licensing agreement and applicable related agreements and addenda in effect for the grant of a new license at the time such renewal is effected, execution of a general release, in a form satisfactory to NRS, of any and all claims against NRS, its parent, subsidiaries, affiliates and their respective shareholders, officers, directors, agents, employees, successors and assigns, execution of a renewal addendum, and payment of a renewal fee in the amount that will be agreed to at the time of said renewal. The terms, conditions, and fees of the then- standard licensing agreement may differ materially from the terms of this Agreement.

1.3 **Operation after Expiration of Term.** City has no right to continue operating the System beyond the expiration of the term of this Agreement.

2. GRANT OF LICENSE

2.1 **Non-Exclusive Grant.** Upon the terms and conditions set forth in this Agreement, NRS hereby grants to City the right, and City accepts the obligation, to use the System only in connection with its operation of its 911 Dispatch software. Said grant shall be non-exclusive right to use the System.

2.2 **The System.** City does hereby adopt and shall use the System. City acknowledges that the System may be supplemented, improved upon, and/or modified periodically at NRS's sole discretion but with prior coordination with City. In the interest of preserving the integrity and reputation of the System, NRS shall have full control and discretion over such developments and City shall comply with all requests and requirements of NRS as a result of any changes. City expressly agrees that all rights, title, and interest in and to the System, and confidential trade secrets are owned solely by NRS and shall remain solely in NRS and are being revealed to City solely to enable City to use and operate the licensed materials.

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2.3 System Components. The Parties acknowledge that the System will consist of a Web Map Application and one (1) ESRI (Editor) licenses sufficient to operate the System and meet the needs of City. The 911 Dispatch Web Map Application will include the following web map applications: Web Experience Application, Web Dashboard Application, Flood gage, Elevation Profile, Routing, Emergency Service Information, Community Information, Custom Database Search, Alert Notification; and include the following available layers: Hazmat layers, Flood layers, Wildfire and Controlled Burn Data (points and burn area), 911 Alert, Road Closures, Weather data, Weather radar, Real-time tracking of assets, Fire Hydrants, Coryell LZs, Water utility data, Modified 911 Addresses, Emergency Service Boundaries layer, Parcel Data, Mile marker, Intersections, Public Water Supply, Critical Infrastructure, School bus routes, Crossings, Bridges, County Roads, Coryell County Electric Service Points, Coryell County Power Lines, Justice of Peace Jurisdiction, Commissioner Precincts, TEA School Districts, Fire Risk Assessments and EagleView Imagery.

3. FEES AND PAYMENTS

In consideration of the issuance and continuance of this license, City hereby agrees to promptly make the following payment(s) to NRS:

3.1. License Fee. In consideration of the license granted herein the annual License Fee is in the amount of \$800.00.

3.2. Renewal License Fee. The Renewal License Fee shall also be due in full within fifteen (15) days of the beginning of the next license term, as long as City complied with the terms of this Agreement.

4. CONFIDENTIALITY:

4.1. As used in this Agreement and subject to requirements of the Texas Public Information Act, "Confidential Information" means any proprietary information, trade secret, formula, pattern, compilation, process, technical data, device, know-how, system, model, algorithm, method, sampling event records, data derived from tests, interpretation of test data, historical records, research, or other information transmitted between any of the Parties or their representatives or agents. The term "Confidential Information" includes information that is derived or generated from Confidential Information. Confidential Information may be in any form. For example, Confidential Information may be in the form of, or contained in or on, prototypes, written notes, audio or video recordings, photographs, sketches, models, databases, samples, memoranda, drafts, or mental recollections. The following shall not be considered Confidential Information:

- 4.1.1.** Information already in the public domain;
- 4.1.2.** Information disclosed to any Party by a third party who is not under a confidentiality obligation;
- 4.1.3.** Information known to the receiving Party prior to its receipt from the transmitting Party; and
- 4.1.4.** Information independently developed by the receiving Party without use of any other Party's Confidential Information.

4.2. Trade secrets, formulas, processes, know-how, systems, models, algorithms, and methods developed by NRS are the sole property of NRS, regardless of whether those trade secrets, formulas, processes, know-how, systems, models, algorithms, and methods are Confidential Information under this Agreement. Notwithstanding any other provision of this Agreement, information acquired by purchase by NRS from a third party who is not under a confidentiality obligation is the sole property of NRS and may be used and disclosed by NRS in any manner and for any purposes without approval from City.

4.3. The Parties agree to hold Confidential Information in trust and confidence, and that it shall not be disclosed to any third party except as expressly permitted by this Agreement or required by law including

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but not limited to the Texas Public Information Act.

4.4. Prior to transmitting written communication or documentation believed to contain Confidential Information, a Party should label each page as confidential. A Party's failure to label Confidential Information does not affect the status of that information as Confidential Information and does not relieve any other Party from its obligations under this Agreement.

4.5. Confidential Information shall not be disclosed by any Party to any person or entity, with the exception of any approved third party. All employees of each Party agree to be bound by the terms of this Agreement. A Party will immediately notify the other Parties if the Party becomes aware of disclosure of Confidential Information to any unapproved third party not in accordance with this Agreement.

4.6. Except as otherwise provided in this Agreement, if a Party is presented with a need to disclose Confidential Information, the Party must fully communicate all facts relating to this need with the Party or Parties from whom the Confidential Information was transmitted and must obtain written permission from that Party or those Parties before disclosing any Confidential Information.

4.7. A Party may disclose Confidential Information when, and only to the extent, disclosure is required by law. In the event a Party is required by law to disclose Confidential Information, the Party shall provide to the Party or Parties from whom the Confidential Information was transmitted immediate written notification of the demand, subpoena, or other request for information in order that the Party or Parties from whom the Confidential Information was transmitted may seek a protective order or other remedy. Each Party shall provide reasonable assistance and cooperation to each other Party in its efforts to obtain the protective order or other remedy.

4.8. The Parties acknowledge that no Party would have an adequate remedy at law for money damages if the covenants contained in paragraphs 4.1 through 4.8 of this Agreement were not complied with in accordance with their terms. Because the breach or threatened breach of any of the covenants in this Agreement may result in immediate and irreparable injury to the Party or Parties from whom Confidential Information was transmitted, each Party agrees that each other Party shall be entitled to a temporary and permanent injunction restraining any Party from violating paragraphs 4.1 through 4.8 of this Agreement to the fullest extent allowed by law. Nothing in this paragraph shall prohibit any Party from pursuing all other legal or equitable remedies that may be available for a breach or threatened breach of the covenants in this Agreement, including the recovery of damages.

5. LIMITATIONS OF LIABILITY AND INDEMNITY:

5.1. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), QUASI-CONTRACT, STRICT LIABILITY OR

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OTHERWISE, SHALL NRS BE LIABLE TO CITY OR ANY THIRD PARTY, INCLUDING CITY'S AGENTS OR ATTORNEYS, OR SHALL DISPATCH BE LIABLE TO NRS FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR COST OF PURCHASED OR REPLACEMENT SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NRS SHALL NOT BE LIABLE TO DISPATCH OR ANY THIRD PARTY, INCLUDING DISPATCH'S AGENTS OR ATTORNEYS, FOR ANY DAMAGES, COSTS OR PENALTIES, WHETHER DIRECT OR INDIRECT, SOUNDING IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), QUASI-CONTRACT, STRICT LIABILITY OR OTHERWISE, IN A TOTAL AMOUNT EXCEEDING CITY'S TOTAL PAYMENTS MADE TO NRS UNDER THIS CONTRACT.

- 5.2. CITY HEREBY AGREES THAT IT WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS; AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, CITY VOLUNTARILY CONSENTS TO THIS WAIVER.
- 5.3. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CITY AGREES TO INDEMNIFY AND HOLD NRS HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, COSTS, LOSSES, DAMAGES, AND LIABILITY ASSERTED BY ANY AND ALL THIRD PARTIES AGAINST NRS IN ANY WAY RELATED TO NRS'S PERFORMANCE (INCLUDING NEGLIGENT PERFORMANCE) UNDER THIS CONTRACT, EXCEPT INsofar AS SUCH CLAIMS, CAUSES OF ACTION, COSTS, LOSSES, DAMAGES, OR LIABILITY ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MALFEASANCE OF NRS.

6. **OBLIGATIONS UPON TERMINATION OR NON-RENEWAL**

6.1. **City's Obligations.** Immediately upon termination, expiration or non-renewal of this Agreement, all rights granted to Dispatch shall terminate and City shall:

6.1.1. cease to use the System; and

6.1.2. return to NRS, at City's sole expense, all materials furnished to City, including, without limitation, all program and system software, and all other materials related to operation of the System which may be in City's possession or control.

6.3. **NRS's Rights Not Prejudiced.** The expiration, non-renewal or termination of this Agreement shall be without prejudice to NRS's rights against City and such expiration, nonrenewal or termination shall not relieve Dispatch of any of its obligations to NRS existing at such time, nor will it terminate

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those obligations of City which by their nature specifically survive the expiration, termination, or non-renewal of this Agreement.

6.4. **Independent Obligation to Discontinue Use of System.** City specifically acknowledges and agrees that no allegations of wrongful termination of this Agreement shall justify continued use of the System or any other intellectual property of NRS and that wrongful termination shall not be a defense to an infringement action brought by NRS.

7. **OTHER TERMS & CONDITIONS**

7.1. **Oral Representations.** Each Party represents and acknowledges that in executing this Agreement they do not rely and have not relied upon any representation or statement made by the other Party or by the other Party's agents, representatives or attorneys about the subject matter, basis, or effectiveness of this Agreement.

7.2. **Authority to Execute.** Each person executing this Agreement on behalf of any of the Parties hereto represents and warrants that he or she has made a full and complete investigation of the facts referenced herein and has been fully empowered to execute this Agreement and that all necessary action for the execution of this Agreement has been taken. Each Party has had the opportunity to be represented by attorneys of their own choice, concerning the legal consequences of this Agreement. The terms of this Agreement are fully understood and voluntarily accepted by each Party and each Party has executed this Agreement as a free and voluntary act and deed without any threat, force, fraud, duress, or representation of any kind (other than those specifically set forth in this Agreement) by any person whomsoever.

7.3. **Successors and Assigns.** The provisions of this Agreement inure to the benefit of and are binding upon the heirs, principals, signatories, successors and assigns in interest of the Parties.

7.4. **Captions.** The captions of the paragraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and will not be used for the interpretation of any provision of this Agreement. Moreover, the Parties agree that they participated equally in drafting and negotiating the terms of this Agreement, and that this Agreement shall not be construed against either Party as the author or drafter of the Agreement. The Parties agree that no presumption is made based on who drafted a provision of this Agreement.

7.5. **Severability.** If any provision of this Agreement is for any reason to be held violative of any applicable law, governmental rule, or regulation, or if said agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions herein must not be held to invalidate the remaining provisions of this Agreement.

7.6 **Further Assurances.** Each Party agrees that it is obligated to take any and all necessary steps, sign and execute any and all necessary documents, agreements or instrument which are required to implement the terms of this Agreement and each Party is obligated to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other Party to this Agreement.

7.7. **Applicable Law, Jurisdiction and Venue.** This Agreement will be construed and interpreted in accordance with the laws of the State of Texas and will be performed in Coryell County, Texas.

7.8. **Entire Agreement.** This Agreement, and all exhibits hereto, represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements between the Parties,

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either written or oral. This Agreement may be amended only by written instrument designated as an amendment to this Agreement and executed by all the Parties.

7.9. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts, each of which when so executed and delivered will be deemed an original and all of which taken together constitute but one and the same instrument.

7.10. **Force Majeure.** Neither Party shall be liable for any unforeseen event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement and which it has been unable to overcome by the exercise of due diligence. Such unforeseen events include, but are not limited to, fire, storm, flood, earthquake or other natural catastrophes, accidents, acts of civil disturbance or disobedience, war, rebellion, insurrection, pandemic, labor strikes or disputes, compliance with any laws, requirements, rules, regulations, or orders of any governmental authority or instrumentality thereof, sabotage, invasion, quarantine, and embargoes, or because of any act of God.

[Signature Page Follows]

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CITY OF GATESVILLE TEXAS:

By: _____

Title: Brad Hunt, City Manager

Date: _____

NRS:

By: *Sandra M. Manning*

Title: CEO

Date: 12-19-24

**Agenda Item # 9****CITY COUNCIL MEMORANDUM****Date: January 14, 2025****To: Mayor & City Council****From: Mike Halsema, Deputy City Manager****Agenda Item: Discussion and possible action regarding adjusting solid waste fees****Information:**

The solid waste agreement with Waste Management executed in December of 2022 provides for an annual CPI and fuel adjustment in Section 8. The City was notified by Waste Management of the adjustment which will be effective February, 2025. Per the calculations specified in the agreement, the rates charged to the City by Waste Management are increasing 2.3%. Residential cart service will increase from \$21.56 to \$22.05, and the At Your Door service increases to \$1.50 per month. Combined, the new total residential service will increase by \$0.53 to \$23.55 per month. Commercial dumpsters will increase by 2.3% as well. The proposed ordinance simply adjusts the rates the City charges customers by the amount of the increase in the rates that Waste Management will charge the City.

Financial Impact:

	Residential		
	<u>Current</u>	<u>Adjusted</u>	<u>Increase</u>
Cart Service	\$ 21.56	\$ 22.05	\$ 0.49
At Your Door	\$ 1.46	\$ 1.50	\$ 0.04
Total	\$ 23.02	\$ 23.55	\$ 0.53
Additional cart	\$ 5.23	\$ 5.35	\$ 0.12

Staff Recommendation:

The staff recommends that the city council approve the Ordinance adjusting the solid waste collection fees effective February 1, 2025.

Motion: I move to pass **Ordinance 2025-03**, adjusting the solid waste fees in Chapter 18 to the next meeting.

Attachments:

Ordinance 2025-03.

Staff Contacts:

Mike Halsema, Deputy City Manager mhalsema@gatesvilletx.com

ORDINANCE NUMBER 2025-03

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF GATESVILLE, TEXAS, AS PREVIOUSLY AMENDED AT CHAPTER 18 “FEES,” SECTION 18-1 “FEE SCHEDULE” BY REPEALING AND REPLACING IN ITS ENTIRETY THE FEES SET FORTH THEREIN FOR SOLID WASTE COLLECTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Gatesville contracts with Waste Management for solid waste collection within the City; and

WHEREAS, pursuant to the City’s contract with Waste Management, the fees charged to the City by Waste Management will increase effective February 1, 2025 to reflect annual Consumer Price Index and fuel adjustments; and

WHEREAS, the City Council finds it in the best interest of the City and in service of the health, safety and general welfare that the solid waste collection rates charged by the City to customers be increased to reflect this annual rate increase by Waste Management to the City;

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

Section 1. The Code of Ordinances of the City of Gatesville, as previously amended, is hereby amended at Chapter 18 “Fees,” Section 18-1 “Fee Schedule” by repealing the fees set forth therein for solid waste collection and replacing them in their entirety with the fees set forth on Exhibit “A” attached hereto and incorporated herein by this reference, said fees to be effective February 1, 2025.

Section 2. This resolution shall be effective from and after its passage.

The foregoing Ordinance No. 2025-03 was read the first time January 14th, and passed to the second reading on the 28th day of January, 2025.

The foregoing Ordinance No. 2025-03 was read the second time on January 28, and passed to the third reading on the 11th day of February, 2025.

The foregoing Ordinance No. 2025-03 was read the third time and was passed and adopted as an Ordinance of the City of Gatesville, Texas this 11th day of February, 2025 and will take effect February 1, 2025.

THE CITY OF GATESVILLE, TEXAS

Gary M. Chumley, Mayor

ATTESTED:

Holly Owens, City Secretary

APPROVED AS TO FORM AND SUBSTANCE

Victoria Thomas, City Attorney

Exhibit A

RESIDENTIAL RATES								
Residential Rates	\$22.05	Included: Trash 1X per week-carts/ Recy EOW-carts/ Bulk 1X per						
AYD	\$1.50							
Total Resi Rate	\$23.55							
Extra Cart	\$5.35	per cart trash and recycle						
COMMERCIAL HAND COLLECT								
	1XWK	2XWK						
96 gal cart per cart per cart	\$27.06	N/A						
COMMERCIAL RATES (Includes 3% Franchise Fee)								
FREQUENCY PER WEEK								
Container Size / Type	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	EXTRA PU
2 Yard FEL Container	\$98.87	\$141.38	\$205.00	\$246.02	\$275.55	N/A	N/A	OM
3 Yard FEL Container	\$115.24	\$211.21	\$317.03	\$374.66	\$437.53	N/A	N/A	OM
4 Yard FEL Container	\$162.13	\$251.30	\$341.75	\$434.00	\$520.87	N/A	N/A	OM
6 Yard FEL Container	\$200.10	\$360.32	\$546.39	\$672.07	\$799.74	N/A	N/A	OM
8-Yard FEL Container	\$260.95	\$432.13	\$646.48	\$801.97	\$953.39	N/A	N/A	OM
10 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
See Other Charges Or Notes Below								
Delivery	N/A							
Lock Bar, MONTHLY	\$10.70							
Casters MONTHLY	\$10.70							
Redelivery Charge for non payment **	N/A							
Snapshot Charge	\$150.00							
TEMPORARY SERVICE								
6 Yard Temp ***	N/A							
8 Yard Temp ***	N/A	*** Temporary Service includes delivery, rental and removal, and disposal						
N/A								
Size	1x	2x	3x	4x	5x	6x	7x	XPU
2 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
See Other Charges Or Notes Below								
Delivery	N/A	*Compactor Rate Does Not Include Rental (Choose one and delete the other)						
Lock Bar, MONTHLY	N/A	*Compactor Rate Includes Rental						
Casters	N/A							
Redelivery Fee for non payment	N/A							
Gate or Enclosure Fee	N/A							
Snapshot Charge								
Additional Charge	N/A							
ROLL-OFF RATES (Includes 3% Franchise Fee)								
Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day	Hauling	Haul Rate per	Disposal		
20 Yard (Open-Top)	\$196.88	\$4.27	Day	N/A	\$389.73	\$40.77		
30 Yard (Open-Top)	\$196.88	\$4.27	Day	N/A	\$389.73	\$40.77		
40 Yard (Open-Top)	\$196.88	\$4.27	Day	N/A	\$389.73	\$40.77		
30 Yard (Compactor)	Negotiated	NEGOTIATED	Month	N/A	\$558.87	\$40.77		
33 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A		
34 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A		
35 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A		
40 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A		
42 Yard (Compactor)	N/A	NEGOTIATED	Month	N/A	N/A	N/A		
TRIP CHARGE RATE:			N/A					



Agenda Item # 10

CITY COUNCIL MEMORANDUM

Date: January 14, 2025
To: Mayor & City Council
From: Mike Halsema, Deputy City Manager

Agenda Item: Discussion and possible action regarding award of an annual unit price contract for water and sewer materials RFP 2024-002

Information:

Staff observed that better pricing is available for routine water and sewer material and supplies than what a purchasing co-op vendor is offering. The Public Works Director assembled a parts list based upon current inventories and recommended we advertise for bids. An annual unit price contract, RFP 2024-002 was created. RFP 2024-002 was advertised and closed December 30, 2024 at 2:00PM. The City received one response from Pioneer Supply. Staff is recommending awarding a contract for RFP2024-002 to Pioneer Supply. Staff evaluated their pricing against current vendors and found them to have significant savings over current pricing.

Financial Impact:

N/A

Staff Recommendation: Staff recommends that the City Council approve an annual unit price contract for RFP2024-002 with Pioneer Supply.

Motion:

I move to approve **Resolution 2025-008** for the award of an annual unit price contract for RFP2024-002 with Pioneer Supply and authorize the Public Works Director to execute the contract on behalf of the City.

Attachments:

Exhibit A RFP2024-002
Exhibit B Submitted Bid
Contract

Staff Contacts: Mike Halsema, Deputy City Manager mhalsema@gatesvilletx.com



REQUEST FOR PROPOSALS (RFP)

FOR

Annual Unit Price Contract for Water and Sewer Materials

CHECKLIST OF ITEMS TO BE RETURNED

The following items shall be returned in order for the bid submittal to be considered acceptable:

- Completed Unit Price Schedule
- Completed required State forms

**ADVERTISEMENT FOR SEALED COMPETITIVE PROPOSALS
RFP 2024-002**

Sealed competitive bids, in envelopes addressed to the City of Gatesville, 803 E Main Street Gatesville, TX 76528 for the **Water and Sewer Materials RFP 2024-002**, in the City of Gatesville, Texas, will be received at the above-mentioned address until 2 pm, December 30, 2024, at which time they will be publicly opened and read aloud.

Submittals will be submitted in sealed envelopes and marked "SEALED PROPOSAL - RFP 2024-002 Annual Unit Price Contract for Water and Sewer Materials "

1. The Contract Documents and Specifications are available at the City of Gatesville webpage <https://www.gatesvilletx.com/> by selecting the link(s) under the subheading Government and "Bids and RFPs". Questions and requests for additional information shall be sent by email to: cnewman@GatesvilleTx.com. For this project, all bidders will be required to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. **No questions or requests for additional information will be accepted later than 5:00 p.m., December 26, 2024.**

Bid packages will be available at the City of Gatesville City Hall, located at 803 E Main Street Gatesville, TX 76528 Monday through Friday, 8:00 a.m. to 5:00 p.m.

The City of reserves the right to waive any informality that is not detrimental to any other bidder or potential bidder or to reject all bids or to accept the best value bidder that in the judgment of the City Council will be in the best interest of the City.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

Chad Newman,
Public Works Director

Newspaper ad published twice:

Saturday, December 14, 2024
Saturday, December 21, 2024

If you have any questions, please e-mail at: <mailto:cnewman@GatesvilleTx.com>.

PROPOSAL INSTRUCTIONS

Objective of Request for Competitive Sealed Bids process is to competitively procure services with a qualified contractor whose Proposal provides best value for Owner for the project description below:

Annual Unit Price Contract for Water and sewer materials RFP: 2024-002, in the City of Gatesville, Texas

1. PROPOSAL EVALUATION

Proposals will be received, publicly opened, and names and monetary Proposals of each Offeror read aloud. Subsequently, Proposals will be ranked according to criteria described in this Document. Both cost and non-cost factors will be evaluated according to section 2269 of the local government code.

Complete sets of Bid Documents must be used in preparing Proposals; Owner does not assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bid Documents. Dates, locations, and times of the proposal submittal are outlined in the Advertisement for Proposal.

2. SELECTION CRITERIA

Owner will consider several factors in selecting a winning bidder as noted in the section 2269 of the of State of Texas Government Code, and other applicable state codes which allow and will provide best value to Owner. Bids will be evaluated using the following criteria and weighting:

1. Proposed Material Cost: Offeror's Proposed Cost of Materials shall be indicated in the Bid or Proposal Form.
2. The ability of the bidder to supply materials: Provide information about the offeror's ability to timely produce materials and delivery.

The criteria and weighting for the ranking of Offeror's Proposals is as outlined Below:

<u>Item No.</u>	<u>Evaluation Criteria</u>	<u>Points</u>
1.	Material Cost	50
2.	Material availability	50
	TOTAL	100

Evaluation and ranking of Proposals will be completed no later than 45th calendar day from date of Proposal opening. Offerors are requested not to withdraw their Proposals within 60 calendar days from date on which Proposals are opened. Proposal Security of highest-ranking firms will be held by Owner until contract negotiations are finalized.

Owner reserves right to adopt most advantageous interpretation of Proposals submitted in case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities.

BID SHORT FORM

Water and Sewer Materials RFP 2024-002

We, the undersigned, propose to furnish materials and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the following specifications. The Owner is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code.

THIS FORM MAY BE COPIED

By submitting this proposal, the submitter understands that they must enter into a one-year agreement with the City for the award of this contract.

EXCEPTIONS:

BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY CITY

Authorized Signature: _____
Signature Date

Printed Name of Signee: _____

Name of Firm: _____

Firm Address: _____
Street No & Suite, City, State, Zip Code

Telephone Number: _____ Email _____

All Bids shall be submitted on forms supplied by the City.

Bid documents shall be submitted via mail or in person. It is the sole responsibility of the bidder to see that his bid is received on time.

BIDDERS (SUBMITTERS) QUALIFICATIONS:

The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City all such information and data for this purpose, as the City of may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City, whereas the bidder is qualified to carry out properly the terms of the contract.

ESTIMATED QUANTITIES: It is estimated that the Owner will purchase the quantity stated in the Bid Form, on an as-needed basis, during the term of the contract. This represents a realistic estimate based on historical data for purposes of securing a quote. The quantities are not firm and are not hereby called for or ordered. These estimates do not constitute an order.

ADDITIONAL QUANTITIES: The Owner anticipates that it may require additional quantities of the goods described in the Bid Form. The bid price will apply to any additional quantities, including quantity discounts applied to the initial purchase. The Owner is not obligated to purchase any additional goods under this solicitation.

The Contract will be awarded to the responsible bidder submitting the best value evaluated bid complying with the specifications. The award of the Contract will be based upon consideration of not only cost, but other factors as noted in Section 252 and 2269 of the Local government Code. The City, however, reserves the right to reject any and all bids and to waive any formality in bids received whenever such rejection or waiver is in the City's interest. The Bidder to whom the award is made will be notified at the earliest possible. Please see proposal instructions for further guidance.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Thanks for allowing Pioneer Supply to bid on your annual. My name is Chase Elliott and I have worked with the city for 4 years now. These are just a few answers to commonly asked questions from city to vendors, once again Thank you for the opportunity.

***Prices include delivery unless something unusual needs purchased on the city's behalf**

***Delivery is weekly or more if emergencies come up**

***24hr on call**

***All products are what the city guys use and are a stocking item, not a knock off brand unless approved**

***If a product needs to be added to the bid, we can always add to your list once I get the vendor's approval**

***Other cities are allowed to piggy-back off of us if you allow it.**



REQUEST FOR PROPOSALS (RFP)

FOR

Annual Unit Price Contract for Water and Sewer Materials

CHECKLIST OF ITEMS TO BE RETURNED

The following items shall be returned in order for the bid submittal to be considered acceptable:

- Completed Unit Price Schedule
- Completed required State forms

**ADVERTISEMENT FOR SEALED COMPETITIVE PROPOSALS
RFP 2024-002**

Sealed competitive bids, in envelopes addressed to the City of Gatesville, 803 E Main Street Gatesville, TX 76528 for the **Water and Sewer Materials RFP 2024-002**, in the City of Gatesville, Texas, will be received at the above-mentioned address until 2 pm, December 30, 2024, at which time they will be publicly opened and read aloud.

Submittals will be submitted in sealed envelopes and marked "SEALED PROPOSAL - RFP 2024-002 Annual Unit Price Contract for Water and Sewer Materials "

1. The Contract Documents and Specifications are available at the City of Gatesville webpage <https://www.gatesvilletx.com/> by selecting the link(s) under the subheading Government and "Bids and RFPs". Questions and requests for additional information shall be sent by email to: cnewman@GatesvilleTx.com. For this project, all bidders will be required to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. **No questions or requests for additional information will be accepted later than 5:00 p.m., December 26, 2024.**

Bid packages will be available at the City of Gatesville City Hall, located at 803 E Main Street Gatesville, TX 76528 Monday through Friday, 8:00 a.m. to 5:00 p.m.

The City of reserves the right to waive any informality that is not detrimental to any other bidder or potential bidder or to reject all bids or to accept the best value bidder that in the judgment of the City Council will be in the best interest of the City.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

Chad Newman,
Public Works Director

Newspaper ad published twice:

Saturday, December 14, 2024
Saturday, December 21, 2024

If you have any questions, please e-mail at: <mailto:cnewman@GatesvilleTx.com>.

PROPOSAL INSTRUCTIONS

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THIS FORM MAY BE COPIED

By submitting this proposal, the submitter understands that they must enter into a one-year agreement with the City for the award of this contract.

EXCEPTIONS:

BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY CITY

Authorized Signature: _____

William Dozier
Signature

12/26/24
Date

Printed Name of Signee: _____

William Dozier

Name of Firm: _____

Pioneer Supply

Firm Address: _____

1832A Ranger Hwy Weatherford Tx 76088
Street No & Suite, City, State, Zip Code

Telephone Number: _____

817-873-6622

Email _____

BDOZIER@PIONEERSUPPLYOK.COM

All Bids shall be submitted on forms supplied by the City.

Bid documents shall be submitted via mail or in person. It is the sole responsibility of the bidder to see that his bid is received on time.

BIDDERS (SUBMITTERS) QUALIFICATIONS:

The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City all such information and data for this purpose, as the City may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City, whereas the bidder is qualified to carry out properly the terms of the contract.

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The Contract will be awarded to the responsible bidder submitting the best value evaluated bid complying with the specifications. The award of the Contract will be based upon consideration of not only cost, but other factors as noted in Section 252 and 2269 of the Local government Code. The City, however, reserves the right to reject any and all bids and to waive any formality in bids received whenever such rejection or waiver is in the City's interest. The Bidder to whom the award is made will be notified at the earliest possible. Please see proposal instructions for further guidance.

Bid short form	Anticipated annual purchase	Unit price bid
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Brass Parts

3/4"x 3" LONG SPUD NUTS	12	\$ 15.50	186 ⁰⁰
3/4"x2" long SPUD NUTS	12	\$ 13 ⁰⁰	156 ⁰⁰
3/4x close SPUD NUTS	12	\$ 14.80	177.60
3/4" COMPRESSION X COMPRESSION CUT OFF	12	\$ 56 ⁰⁰	672 ⁰⁰
3/4" FEMALE X FEMALE PIPE TREAD CUT OFF	12	\$ 45 ⁰⁰	540 ⁰⁰
3/4" COMPRESSION X METER STOP CUT OFF	12	\$ 58.50	702 ⁰⁰
3/4" MALE PIPE THREAD X COMPRESSION ADAPTER	12	\$ 20.17	242.04
3/4" COMP X METER ANGLE STOP	12	\$ 45.50	546 ⁰⁰
3/4" FIP X METER ANGLE STOP	12	\$ 38 ⁰⁰	456 ⁰⁰
3/4" FIP X METER CUT OFF	12	\$ 50.28	603.36
3/4" FIP X COMPRESSION ADAPT	12	\$ 21.25	255
3/4" COMPRESSION X COMPRESSION SLEEVE	12	\$ 23.75	285
3/4" ANGLE STOP X FLARE CUT OFF	12	\$ 44 ⁰⁰	528
3/4" FLARE X COMPRESSION ADAPTER	12	\$ 22.75	273
3/4" CORP STOPS X C.C. THREADS	12	\$ 30 ⁰⁰	360 ⁰⁰
3/4" CORP STOP X PIPE THREAD	12	\$ 44 ⁰⁰	528 ⁰⁰
3/4" COMP X COMP SO	12	\$ 30 ⁰⁰	360 ⁰⁰
3/4" METER RISER 1FT	12	\$ 120 ⁰⁰	1440 ⁰⁰
1" COMP X METER CUT OFF	12	\$ 105 ⁰⁰	1260 ⁰⁰
1" FIP X METER CUT OFF	12	\$ 90 ⁰⁰	1080 ⁰⁰
1" FIP X COMP ADAPTER	12	\$ 28 ⁰⁰	336
1" FLARE X COMP ADAPTER	12	\$ 57 ⁰⁰	684 ⁰⁰
1" CORP STOPS X PIPE THREAD	12	\$ 64.25	771 ⁰⁰
1" CORP STOP X C.C. THREAD	12	\$ 53.50	642 ⁰⁰
1" COMP X 3/4" METER ANGLE STOP CUT OFF	12	\$ 47.40	568.80
1" COMPRESSION X COMPRESSION CUT OFF	12	\$ 116 ⁰⁰	1392 ⁰⁰
1" COMPRESSION X 3/4" METER CUT OFF	12	\$ 95 ⁰⁰	1140 ⁰⁰
1" COMPRESSION X COMPRESSION SLEEVE	12	\$ 28.11	337.82
1" PIPE THREAD X COMPRESSION	12	\$ 23.90	286.80
1" x 3" LONG SPUD NUT	12	\$ 26 ⁰⁰	312 ⁰⁰
1" x 2" long SPUD NUT	12	\$ 20 ⁰⁰	240 ⁰⁰
1" x close SPUD NUT	12	\$ 19 ⁰⁰	228
1" METER RISER 1FT	12	\$ 224 ⁰⁰	2688
3/4" X 1" COMPRESSION X COMPRESSION	12	\$ 28 ⁰⁰	336 ⁰⁰
2" BRASS SO	12	\$ 24 ⁰⁰	288 ⁰⁰
2" COUPLING	12	\$ 21 ⁰⁰	252 ⁰⁰
2" BRASS TEE	12	\$ 32.50	390 ⁰⁰
2" X 1 1/2" BUSHING	12	\$ 14.25	171 ⁰⁰
2" X 1 1/4" BUSHING	12	\$ 12.90	154.80
2" X 1" BUSHING	12	\$ 15.50	186 ⁰⁰
2" NIPPLE CLOSE	12	\$ 9 ⁰⁰	108 ⁰⁰
2" X 3" LONG BRASS NIPPLE	12	\$ 11.10	133.20
2" X 4" LONG BRASS NIPPLE	12	\$ 14.53	174.36
2" X 6" LONG BRASS NIPPLE	12	\$ 21.47	257.64

* All Ford brand, which is what the city likes to use *

Bid short form	Anticipated annual purchase	Unit price bid	
1 1/2" 90'S	12	\$ 15.20	182.40
1 1/2" COUPLINGS	12	\$ 12.95	155.40
1 1/2" X CLOSE BRASS NIPPLE	12	\$ 5.76	69.12
1 1/2" X 3" LONG BRASS NIPPLE	12	\$ 8.80	105.60
1 1/2" X 4" LONG BRASS NIPPLE	12	\$ 11.20	134.40
1 1/2" X 6" LONG BRASS NIPPLE	12	\$ 16.00	192.00
1 1/4" X CLOSE BRASS NIPPLE	12	\$ 4.50	54.00
1 1/4" X 2" LONG BRASS NIPPLE	12	\$ 5.10	61.20
1 1/4" X 3" LONG BRASS NIPPLE	12	\$ 6.70	80.40
1 1/4" X 4" LONG BRASS NIPPLE	12	\$ 8.68	104.16
1 1/4" X 6" LONG BRASS NIPPLE	12	\$ 13.00	156.00
1" X CLOSE BRASS NIPPLE	12	\$ 3.01	36.12
1" X 2" LONG BRASS NIPPLE	12	\$ 3.73	44.76
1" X 3" LONG BRASS NIPPLE	12	\$ 5.00	60.00
1" X 4" LONG BRASS NIPPLE	12	\$ 6.53	78.36
1" X 6" LONG BRASS NIPPLE	12	\$ 9.60	115.20
1" BRAS TEE	12	\$ 10.85	130.20
3/4" X CLOSE BRASS NIPPLE	12	\$ 2.01	24.12
3/4" X 2" LONG BRASS NIPPLE	12	\$ 2.55	30.60
3/4" X 3" LONG BRASS NIPPLE	12	\$ 3.45	41.40
3/4" X 4" LONG BRASS NIPPLE	12	\$ 4.50	54.00
3/4" X 6" LONG BRASS NIPPLE	12	\$ 6.55	78.60

Section Total = 24,715.46

Repair Clamps

.88 X 3" LONG CLAMP	12	\$ 30.00	360
.88 X 6" LONG CLAMP	12	\$ 55.00	660
1.05 X 3" LONG CLAMP	12	\$ 28.50	342
1.05 X 6" LONG CLAMP	12	\$ 60.00	720
1.32 X 3" LONG CLAMP	12	\$ 32.00	384
1.32 X 6" LONG CLAMP	12	\$ 60.00	720
1.66 X 3" LONG CLAMP	12	\$ 30.90	370.80
1.66 X 6" LONG CLAMP	12	\$ 61.50	738
1.90 X 3" LONG CLAMP	12	\$ 33.25	399
1.90 X 6" LONG CLAMP	12	\$ 64.00	768
2.38 X 3" LONG CLAMP	12	\$ 36.00	432
2.38 X 6" LONG CLAMP	12	\$ 67.00	804
2.35-2.63X7.5 SMITH BLAIR	12	\$ 67.00	804
2.35-2.63X12.5 SMITH BLAIR	12	\$ 112.45	1349.40
2.70-3.00X7.5 SMITH BLAIR	12	\$ 73.00	876
2.70-3.00X12.5 SMITH BLAIR	12	\$ 118.40	1420.80
3.46-3.70X7.5 SMITH BLAIR	12	\$ 79.00	948.00
3.46-3.70X12.5 SMITH BLAIR	12	\$ 124.00	1488.00
3.73-4.00X7.5 SMITH BLAIR	12	\$ 81.00	972.00
3.73-4.00X12.5 SMITH BLAIR	12	\$ 128.15	1537.80
3.73-4.00X15 SMITH BLAIR	12	\$ 140.00	1680.00
4.43-4.73X7.5 SMITH BLAIR	12	\$ 87.00	1044.00

Bid short form	Anticipated annual purchase	Unit price bid	
4.43-4.73X12.5 SMITH BLAIR	12	\$ 138 ⁰⁰	1656 ⁰⁰
4.74-5.14X7.5 SMITH BLAIR	12	\$ 85.60	1027.20
4.74-5.14X12.5 SMITH BLAIR	12	\$ 140 ⁰⁰	1680
6.56-6.96X 7.5 SMITH BLAIR	12	\$ 96 ⁰⁰	1152 ⁰⁰
6.56-6.96X 12.5 SMITH BLAIR	12	\$ 156 ⁰⁰	1872 ⁰⁰
6.56-6.96X15 SMITH BLAIR	12	\$ 169 ⁰⁰	2028
6.56-6.96X20 SMITH BLAIR	12	\$ 238 ⁰⁰	2856
6.84-7.24X7.5 SMITH BLAIR	12	\$ 100 ⁰⁰	1200
6.84-7.24X12.5" SMITH BLAIR	12	\$ 161 ⁰⁰	1932
6.84-7.24X15" SMITH BLAIR	12	\$ 169 ⁰⁰	2028
6.84-7.24X20" SMITH BLAIR	12	\$ 241 ⁰⁰	2892
6.84-7.24X30" SMITH BLAIR	12	\$ 350 ⁰⁰	4200
8.54-8.94X7.5 SMITH BLAIR	12	\$ 117 ⁰⁰	1404
8.54-8.94X12.5 SMITH BLAIR	12	\$ 184 ⁰⁰	2208
8.54-8.94X15 SMITH BLAIR	12	\$ 207 ⁰⁰	2484
8.99-9.39X7.5 SMITH BLAIR	12	\$ 118 ⁰⁰	1416
8.99-9.39X12.5 SMITH BLAIR	12	\$ 190 ⁰⁰	2280
8.99-9.39X15 SMITH BLAIR	12	\$ 215 ⁰⁰	2580
8.99-9.39X20 SMITH BLAIR	12	\$ 285 ⁰⁰	3420
8.99-9.39X30 SMITH BLAIR	12	\$ 401 ⁰⁰	4812
8" BELL CLAMPS	12	\$ 256 ⁰⁰	3072
10.64-11.04X7.5 SMITH BLAIR	12	\$ 141 ⁰⁰	1692
10.64-11.04X12.5 SMITH BLAIR	12	\$ 218 ⁰⁰	2616
10.64-11.04X15 SMITH BLAIR	12	\$ 271 ⁰⁰	3252
10.64-11.04X20 SMITH BLAIR	12	\$ 345 ⁰⁰	4140
10" BELL CLAMPS	12	\$ 309	3708
12.62-13.02X7.5 SMITH BLAIR	12	\$ 161 ⁰⁰	1932
12.62-13.02X12.5 SMITH BLAIR	12	\$ 260 ⁰⁰	3120
12.62-13.02X15 SMITH BLAIR	12	\$ 310 ⁰⁰	3720
12.62-13.02X25 SMITH BLAIR	12	\$ 442 ⁰⁰	5304
13.10-13.50X12.5 SMITH BLAIR	12	\$ 256 ⁰⁰	3072
13.10-13.50X20 SMITH BLAIR	12	\$ 392 ⁰⁰	4704

Section Total: \$104,277⁰⁰

Tap Clamps

2.38 X 3/4" SMITH BLAIR TAP	4	\$ 0	
2.38X1" SMITH BLAIR TAP	4	\$ 0	
4.50X3/4" SMITH BLAIR TAP	4	\$ 75 ⁰⁰	300
4.50X1" SMITH BLAIR TAP	4	\$ 115 ⁰⁰	460
4.50X2" SMITH BLAIR TAP	4	\$ 138 ⁰⁰	552
4.80X3/4" SMITH BLAIR TAP	4	\$ 107.50	430
4.80X1" SMITH BLAIR TAP	4	\$ 115 ⁰⁰	460
4.80X2" SMITH BLAIR TAP	4	\$ 140 ⁰⁰	560
5.94-6.90X3/4" SMITH BLAIR TAP	4	\$ 96 ⁰⁰	384
5.94-6.90X 1" SMITH BLAIR TAP	4	\$ 128 ⁰⁰	512
6.84-7.24X3/4" SMITH BLAIR TAP	4	\$ 110.59	442.36
6.84-7.24X 1" SMITH BLAIR TAP	4	\$ 130 ⁰⁰	520

NA for this Brand

" " "

Bid short form	Anticipated annual purchase	Unit price bid
8.52-9.82X3/4" SMITH BLAIR TAP	4	\$ 104 ⁰⁰
8.52-9.82x1" SMITH BLAIR TAP	4	\$ 144 ⁰⁰
8.52-9.82x2" SMITH BLAIR TAP	4	\$ 165 ⁰⁰
8.625X3/4" SMITH BLAIR TAP	4	\$ /
8.625X 1" SMITH BLAIR TAP	4	\$ /
8.625X2" SMITH BLAIR TAP	4	\$ /
9.05X1" SMITH BLAIR TAP	4	\$ 147 ⁰⁰
9.05X2" SMITH BLAIR TAP	4	\$ 170 ⁰⁰
10.64-12.12 X 1" SMITH BLAIR TAP	4	\$ 170 ⁰⁰
10.64-12.12 X 2" SMITH BLAIR TAP	4	\$ 189 ⁰⁰

416
576
660
588
680
680
756

) Duplicates

Section Total: \$ 8976.36

Sewer Repair Couplings

6" PVC X PVC NON SHEAR BOOTS	10	\$ 11.30
6" CLAY X PVC NON SHEAR BOOTS	10	\$ 11.30
8" PVC X PVC NON SHEAR BOOTS	10	\$ 17 ⁰⁰
8" CLAY X PVC NON SHEAR BOOTS	10	\$ 17 ⁰⁰
10" CLAY X PVC NON SHEAR BOOTS	10	\$ 23.50
12" CLAY X PVC NON SHEAR BOOTS	10	\$ 26.03
4" MAXI ADAPTER	10	\$ 68.75
6" MAXI ADAPTER	10	\$ 101.25
8" MAXI ADAPTER	10	\$ 104 ⁰⁰
10" MAXI ADAPTER	10	\$ 124
12" MAXI ADAPTER	10	\$ 140
6" HULK COUPLINGS	10	\$ 158 ⁰⁰
8" HULK COUPLINGS	10	\$ 205 ⁰⁰
12" HULK COUPLINGS	10	\$ 295 ⁰⁰

113⁰⁰
113⁰⁰
170⁰⁰
170⁰⁰
235⁰⁰
260.30
687.50
1012.5
1040
1240
1400
1580⁰⁰
2050⁰⁰
2950

Section Total \$ 13,011⁰⁰

Mega Lugs

12" MJ MEGA LUG FLANGE PACKS	10	\$ 133 ⁰⁰
10" MJ MEGA LUG FLANGE PACKS	10	\$ 125 ⁰⁰
8" MJ MEGA LUG FLANGE PACKS	10	\$ 88 ⁰⁰
6" MJ MEGA LUG FLANGE PACKS	10	\$ 67.50

1330⁰⁰
1250⁰⁰
880⁰⁰
675⁰⁰

Will do all pipe sizes (IPS, CPVC, Ductile)

Section Total: \$ 4140⁰⁰

Two Bolt Dressers

1.05- 411 DRESSER TWO BOLTS	10	\$ 33.68
1.32 411 DRESSER TWO BOLTS	10	\$ 34 ⁰⁰
1.66 411 DRESSER TWO BOLTS	10	\$ 34.80
1.90 411 DRESSER TWO BOLTS	10	\$ 43 ⁰⁰
2.38 411 DRESSER TWO BOLTS	10	\$ 48 ⁰⁰

336.80
340⁰⁰
348⁰⁰
430⁰⁰
480⁰⁰

Section Total: \$ 1,934.80

Hymax & Romac Couplings

2" HYMAX	8	\$ 140 ⁰⁰
3" HYMAX	4	\$ 183 ⁰⁰
4" HYMAX	4	\$ 239 ⁰⁰
6" HYMAX	8	\$ 300 ⁰⁰
6" HYMAX GRIP	4	\$ 440 ⁰⁰
8" HYMAX	6	\$ 340 ⁰⁰
10" HYMAX	4	\$ 440 ⁰⁰
12" HYMAX	4	\$ 512 ⁰⁰

1120⁰⁰
732⁰⁰
956
2400⁰⁰
1760⁰⁰
2040⁰⁰
1760⁰⁰
2064⁰⁰

* Con Provide Hymax, Romac (yellow) + SB brands for this price, depending on Availability *

Bid short form	Anticipated annual purchase	Unit price bid
4" X 6" HYMAX GRIP	2	\$ 629 ⁰⁰
6" X 4" HYMAX	2	\$ 425 ⁰⁰
6" X 8" HYMAX	2	\$ 485 ⁰⁰
6" ROMAC GRIP	4	\$ 471 ⁰⁰
8" ROMAC GRIP	4	\$ 608.75
10" ROMAC GRIP	2	\$ 772 ⁰⁰
12" ROMAC GRIP	2	\$ 910 ⁰⁰

1258⁰⁰
850⁰⁰
970⁰⁰
1884⁰⁰
2435⁰⁰
1544⁰⁰
1820⁰⁰

Section Total \$ 23,593⁰⁰

Valves	Anticipated annual purchase	Unit price bid
2" RPZ valve	2	\$ 786 ⁰⁰
2" Chemtrol valve	2	\$ 0
2" Banjo Valve	2	\$ 0
2" Brass Ball Valve	2	\$ 41 ⁰⁰
1 1/2" Chemtrol valve	2	\$ 0
1 3/4" Chemtrol valve	2	\$ 0
1" Chemtrol valve	2	\$ 0
1" Brass Gate Valve	2	\$ 18 ⁰⁰
3/4" Chemtrol valve	2	\$ 0
1/2" Chemtrol valve	2	\$ 0
1/2" Brass Valve	2	\$ 10 ⁰⁰
3/8" Brass Valve	2	\$ 0
ASCO 4 way solenoid valve	4	\$ 0
ASCO 2 way 3/4" solenoid valve	4	\$ 0
6" HYMAX VALVE	4	\$ 1160 ⁰⁰
8" HYMAX VALVE	4	\$ 1805 ⁰⁰
10" HYMAX VALVE	2	\$ 2685 ⁰⁰
12" HYMAX VALVE	2	\$ 3256 ⁰⁰
2" THD X THD MUELLER GATE VALVE	6	\$ 42 ⁰⁰
4" MJ X MJ MUELLER GATE VALVE	2	\$ 636 ⁰⁰
6" MJ X MJ MUELLER GATE VALVE	2	\$ 815 ⁰⁰
6" FLANGE X MJ VALVE	2	\$ 815 ⁰⁰
8" MJ X MJ MUELLER GATE VALVE	2	\$ 1313 ⁰⁰
10" MJ X MJ MUELLER GATE VALVE	2	\$ 2015 ⁰⁰

1572⁰⁰
82⁰⁰
36⁰⁰
20⁰⁰
4640⁰⁰
7220⁰⁰
5370⁰⁰
6512⁰⁰
2472⁰⁰
1272⁰⁰
11630⁰⁰
11630⁰⁰
2626⁰⁰
4030⁰⁰

All these style valves have a lot of different options, these also need priced at time of purchase. I can give pricing more accurate at time of purchase & what the usage is.

Section Total \$ 39,112⁰⁰

Fire Hydrants	Anticipated annual purchase	Unit price bid
3 FOOT BURY AMERICAN DARLING FIRE HYDRANT	2	\$ 2596 ⁰⁰
4 FOOT BURY AMERICAN DARLING FIRE HYDRANT	2	\$ 2660 ⁰⁰
5 FOOT BURY AMERICAN DARLING FIRE HYDRANT	2	\$ 2800 ⁰⁰
3 FOOT BURY HYMAX FIRE HYDRANT	4	\$ 2800 ⁰⁰
4 FOOT BURY HYMAX FIRE HYDRANT	4	\$ 2905 ⁰⁰

5192⁰⁰
5320⁰⁰
5600⁰⁰
5600⁰⁰
5810⁰⁰

Section Total \$ 27,522⁰⁰

Water & Sewer Pipe	Anticipated annual purchase	Unit price bid
2" SCH 40 WATER PIPE	100 ft	\$ 1.27
4" SCH 40 WATER PIPE	100 ft	\$ 3.75
4" C-900 WATER PIPE	100 ft	\$ 6.95
6" C-900 WATER PIPE	100 ft	\$ 12.23
8" C-900 WATER PIPE	100 ft	\$ 22.26
10" C-900 WATER PIPE	100 ft	\$ 31.50

127⁰⁰
375⁰⁰
695⁰⁰
1223⁰⁰
2226⁰⁰
3150⁰⁰

Bid short form	Anticipated annual purchase	Unit price bid
12" C-900 WATER PIPE	100 ft	\$ 42 ⁰⁰ /ft
300 FOOT ROLL 3/4" POLY SERVICE LINE	2 rolls	\$ 126 ⁰⁰
300 FOOT ROLL 1" POLY SERVICE LINE	2 rolls	\$ 171 ⁰⁰
4" SDR26 SEWER PIPE	100 ft	\$ 3.99/ft
6" SDR26 SEWER PIPE	100 ft	\$ 7.68/ft
8" SDR26 SEWER PIPE	100 ft	\$ 13.50/ft
10" SDR26 SEWER PIPE	60 ft	\$ 19.81/ft
12" SDR26 SEWER PIPE	60 ft	\$ 28.46/ft

4200⁰⁰
252⁰⁰
342⁰⁰
399⁰⁰
768⁰⁰
1350⁰⁰
1188.60
1707.60

* Pipe is a Volatile market, if price drops, Pioneer will pass on the discount if cost drops. *

Valve Covers & Risers

TOP HAT WATER VALVE COVERS	10	\$ 15 ⁰⁰
6" VALVE RISERS	6	\$ 44.50
4" WATER VALVE RISERS	6	\$ 31 ⁰⁰
2" WATER VALVE RISERS	6	\$ 25 ⁰⁰
1" VALVE RISERS	6	\$ 21 ⁰⁰

150⁰⁰
267⁰⁰
186⁰⁰
150⁰⁰
126⁰⁰

Section Total \$18,003.20

Glue, Primer & Thread Sealant

PURPLE PRIMER	6 cans	\$ 8.20
BLUE PVC CEMENT	6 cans	\$ 21 ⁰⁰
FOOD GRADE PIPE SEALANT	11 bottles	\$ 19.20
BLUE MONSTER THREAD TAPE	10 rolls	\$ 5.75

49.20
126⁰⁰
211.20
575⁰⁰

Section Total \$1879⁰⁰

Manhole Lids & Risers

32" SEWER MANHOLE LIDS WITH RING	6	\$ 311 ⁰⁰
32" SEWER MANHOLE RISER 6"	6	\$ 116.25
32" SEWER MANHOLE RISER 3"	6	\$ 76 ⁰⁰
32" SEWER MANHOLE RISER 2"	6	\$ 55 ⁰⁰
32" MANHOLE LIDS	6	\$ 131 ⁰⁰
24" MANHOLE LIDS	6	\$ 185 ⁰⁰

1866⁰⁰
697.50
456⁰⁰
330⁰⁰
786⁰⁰
1110⁰⁰

Section Total \$961.40

Pvc Fittings

4" SCH 40- 45 DEGREE GLUE	12	\$ 17.75
4" SCH 40- 22 DEGREE GLUE	12	\$ 15.75
4" SCH 40 GLUE X TH-READ WITH CAP	12	\$ 9.50
4" SDR 21 SCH 40 GLUE BUSHING	12	\$ 17.40
4" SCH 40 COMBO "Y"	12	\$ 31 ⁰⁰
6" SDR X 8" SDR Tee GLUE	12	\$ 45.50
6" SDR 22 DEGREE GLUE	12	\$ 30 ⁰⁰
6" SDR 45 DEGREE GLUE	12	\$ 52 ⁰⁰
6" SDR X SCH 40 BUSHING GLUE	12	\$ 39 ⁰⁰

213⁰⁰
189⁰⁰
114⁰⁰
208.80
373⁰⁰
546⁰⁰
360⁰⁰
624⁰⁰
468⁰⁰

Section Total \$5,245.50

CHEMICALS

MTH Chlorine	12 BUCKETS	\$ 22 ⁰⁰
Drums of Caustic Soda	2 DRUMS	\$ /
Polymer Totes	2 TOTES	\$ /
Lift Station Grease	6 BUCKETS	\$ /
Sewer Machine Main Dispenser	6 BUCKETS	\$ /
Root-B-Gone	6 BUCKETS	\$ /
Powder Root Killer	12 PACKS	\$ /

264⁰⁰

Section Total \$3,094.80

I can price & get, but most vendors will not honor annual pricing. I can get cheaper if we buy & price every purchase.

Section Total \$22⁰⁰

Bid Total = \$275,487.52

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

City's Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION

Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

William Dore
I, William Dore, the undersigned representative of Pioneer Supply being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Gatesville.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

William Dore
I, William Dore, the undersigned representative of Pioneer Supply being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Gatesville.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a) above; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, William Deane, the undersigned representative of Pioneer Energy being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Gatesville.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"
 - a. means, with respect to the entity or association, to:
 - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b. does not include:
 - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
 - ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, William Dozier, the undersigned representative of Purcell Supply being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Gatesville.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.
2. "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.
3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, William Dozier, the undersigned representative of Purcell Supply being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page Follows

U. R.

Signature of Company Representative

12/26/24

Date

Managing Member

Position/Title

CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">_____</p> <p align="center">Signature of vendor doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print your completed Form 1295, have it signed and notarized. Submit your completed Form 1295 to your City of Gatesville department contact.

STATE OF TEXAS §
 § **PROCUREMENT AGREEMENT**
COUNTY OF CORYELL §

This Procurement Agreement for Water and Sewer Materials (“Agreement”) is made by and between the City of Gatesville, Texas (“City”) and Pioneer Supply (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City put out solicitation No. 2024-002 attached hereto and incorporated herein by this reference as Exhibit “A;” and

WHEREAS, City awarded the contract to Contractor; and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Initial Term of this Agreement shall commence on the last date of execution hereof (the “Effective Date) and continue for a period of one (1) year (the “Initial Term”), unless sooner terminated as provided herein.

Article II
Contract Documents

2.1. This Agreement consists of the following items:

- (a) This Agreement;
- (b) City Solicitation No. RFP2024-002, attached hereto and incorporated herein by this reference as Exhibit “A;” and
- (c) Contractor’s Response thereto (the “bid”) attached hereto and incorporated herein by this reference as Exhibit “B.”

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

Article III
Scope of Procurement

The Parties agree that Contractor shall provide the goods specifically set forth under Exhibits “A” and “B.”

Article IV Delivery of Goods

Contractor agrees that, upon receipt of a purchase order or similar order document from City, it shall provide the required goods on the following schedule: On a weekly basis for regular orders, emergency orders as soon as possible.

Article V Compensation

5.1 City shall compensate Contractor for goods under this Agreement in accordance with the unit pricing set forth in Exhibit “B.”

5.2 City shall pay Contractor within thirty (30) days after receipt and acceptance by City of the ordered goods. Contractor must submit a proper invoice with no errors or discrepancies.

5.3 Contractor shall be responsible for all expenses related to the provision of the goods provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article VI Devotion of Time; Personnel; and Equipment

6.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of Contractor’s obligations under this Agreement. Should the City require additional goods not included under this Agreement, Contractor shall make reasonable efforts to provide such additional goods at mutually agreed charges or rates, and within the time schedule prescribed by the City.

6.2 To the extent reasonably necessary for Contractor to perform as required under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the provision of the goods under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

6.3 Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform Contractor’s obligations under this Agreement unless otherwise provided herein.

Article VII Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All actions of Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its obligations under this Agreement and shall be entitled to control the manner and means by which the goods are procured and delivered, subject to the terms of this Agreement. As such, the City shall not: train Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to the City, or dictate Contractor's sequence of activities or the location of the same.

Article VIII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article IX Termination

City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any goods delivered to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article X Indemnification

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH

THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE ACTIVITIES UNDER THIS AGREEMENT ARE BEING CONDUCTED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

Article XI Procurement Standard Terms and Conditions

These standard terms and conditions apply to all goods and services procured by the City unless otherwise stated in the Contract Documents.

11.1 Taxes. The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Taxes shall not be included in any invoices submitted to City. A Tax Exempt Form will be provided by the City upon request.

11.2 F.O.B./Damage. Prices set forth in this Agreement shall be F.O.B. Final Destination, Rowlett, Texas and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. Contractor is responsible for handling all claims with carriers, if any, and in the case of damages or unacceptable goods, shall ship and/or deliver replacement goods immediately upon notification by the City.

11.3 Gratuities. Gratuities in the form of entertainment, gifts, or otherwise offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City with a view toward securing favorable treatment with respect to amending the Agreement or making of any determinations with respect thereto, are not permissible and shall be grounds for termination of this Agreement at City's option. In the event this Agreement is cancelled by City

pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

11.4 Interlocal Agreement. Contractor agrees to extend the prices for goods and services under this Agreement, under the same terms and conditions as stated herein, to all governmental entities that have entered into or may hereafter enter into an interlocal cooperative purchasing agreement with the City.

11.5 Change Order. The City reserves the right to modify or change plans and specifications as deemed necessary during the term of the Agreement, including the right to decrease or increase the quantity of materials, goods, supplies, and/or equipment to be furnished or address other provisions of the Agreement as approved by the City Manager or City Council, as appropriate under law. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in this Agreement or any purchase order or other requisition or order issued hereunder. All change orders or modifications to this Agreement or any purchase order or other requisition or order issued hereunder must be in written form signed by the City Manager and acknowledged by the Contractor.

11.6 Delivery Promise. Where indicated, Contractor has indicated the number of calendar days required to deliver goods or services to City after receipt of order (ARO). When a delivery delay can be foreseen, Contractor shall provide advance notice to the Deputy City Manager who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s) or failure to meet specifications as contained in the Contract Documents authorizes the City to purchase goods or services from an alternate source. The defaulting Contractor may be subject to re-procurement costs.

11.7 Delivery Times. Unless otherwise specified in writing, deliveries will only be accepted during normal working hours at the designated City location(s).

11.8 Inspection. Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the Contract Documents. If the goods or services do not pass inspection, the Contractor will be required to remedy the situation at Contractor's sole expense. The Contractor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery or re-perform in accordance with the terms and conditions of the Agreement and to the City's satisfaction.

11.9 Price Reduction. If during the Initial Term or any Renewal Term of this Agreement, the Contractor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City to align with the prices currently charged to other customers for the same goods or services.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

12.3 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Coryell County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

12.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.9 Recitals. The recitals to this Agreement are incorporated herein

12.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

With a copy to:

City of Gatesville, Texas
Attn: Bradford Hunt
City Manager
803 E. Main Street

Victoria Thomas.
Nichols | Jackson, L.L.P.
1800 Ross Tower
500 North Akard

Gatesville, Texas 76528
Phone: (254) 865-8951

Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Contractor, to:

12.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.13 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.14 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.17 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if:

(i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

12.18 Prohibition of Boycott of Energy Companies. Contractor verifies that it does not Boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as these terms are defined in Texas Government Code Section 809.001, as amended. This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement

12.19 Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

12.20 Critical Infrastructure: In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Contractor represents that neither Contractor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

12.21 Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Agreement on behalf of Contractor represents that neither Contractor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

(signature page to follow)

EXECUTED this _____ day of _____, 2025.

City of Gatesville, Texas

By: _____
Chad Newman, Public Works Director

Approved as to form:

By: _____
Victoria Thomas, City Attorney
(05-06-2021:TM 120316)

EXECUTED this _____ day of _____, 2025.

Pioneer Supply

By: _____
Name: _____
Title: _____

**EXHIBIT “A”
City Solicitation (RFP)**

EXHIBIT “B”
Contractor’s Response (Bid)

4924-8734-6700, v. 1

**Agenda Item # 11-13****CITY COUNCIL MEMORANDUM**

Date: January 14, 2025
To: Mayor & City Council
From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action to approve Ordinance 2025-02, annexing the hereinafter described territory to the City of Gatesville, Coryell County, Texas and extending the boundary limits of said City so as to include said hereinafter described property within said city limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City, and adopting a service plan.

Information:

Tracy Summers and Stacy Summers are the owners of the property located at 2204 Coryell City Road and described as the Henry Farley and J.A. Clayton Survey situated in Coryell County, Texas. On December 10, 2024, the City Council accepted the application for annexation.

The public notice was published in the Gatesville Messenger and on the City Website on December 28, 2024. Approximately 13 notices were mailed out.

Financial Impact:

There is no fiscal impact.

Staff Recommendation:

The staff recommend passing **Ordinance 2025-02**, annexing the property described as the Henry Farley and J. A. Clayton Surveys situated in Coryell County, Texas and addressed as 2204 Coryell City Road to the next meeting.

Motion:

I make a motion to pass **Ordinance 2025-02**, annexing the property described as the Henry Farley and J. A. Clayton Surveys situated in Coryell County, Texas and addressed as 2204 Coryell City Road to the next meeting.

Attachments:

- Draft Ordinance
- Exhibit "A" Metes and Bounds
- Exhibit "B" Service Agreement
- GIS Map of property.
- Public Notice Copy (Newspaper and Letter)
- Mailing List

Staff Contacts:

Holly Owens howens@gatesvilletx.com

EXHIBIT "A"

All that certain five (5) acres, being a part of the Henry Farley and J. A. Clayton Surveys situated in Coryell County, Texas, and being further described by metes and bounds as follows:

BEGINNING S 60 deg. 18' W, 332.02 feet and S 48 deg. 58' 29", W, 146.64 feet from the most northly corner of that certain 177 acre tract described in Volume 173, Page 580, Deed Records, Coryell County, Texas;

THENCE S 74 deg. 18' 14" E, 376.14 feet to the NE corner of this tract;

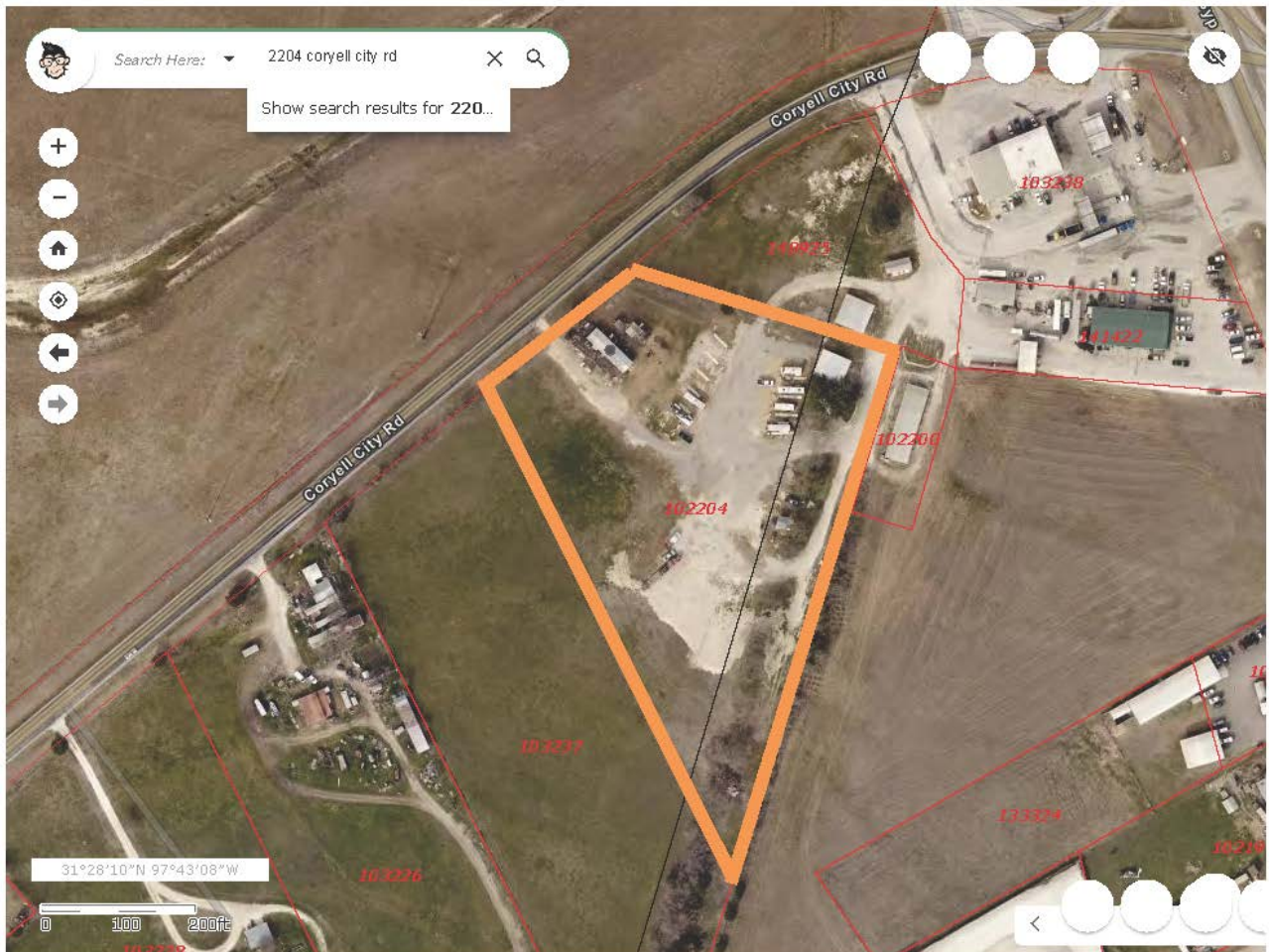
THENCE S 15 deg. 41' 33" W, 720.43 feet to the SE corner of this tract;

THENCE N 28 deg. 01' 09" W, 728.49 feet to the NW corner of this tract, also beng on the South boundry line of FM Road 929;

THENCE N 48 deg. 58' 29' E, with the South boundry line of FM Road 929, 231.92 feet to the Place of Beginning.

10/18/24, 4:30 PM

BIS Consulting Web App



<https://gis.bisclient.com/coryellcad/?find=148016>

1/1

EXHIBIT “B”

ANNEXATION SERVICE PLAN AGREEMENT

For land described in Ordinance 2025-02 effective on the date of annexation, the following services are to be provided as set forth below:

1. POLICE PROTECTION

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

2. FIRE PROTECTION AND AMBULANCE SERVICE

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

3. SOLID WASTE COLLECTION AND RECYCLING PROGRAM

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

4. MAINTENANCE OF WATER AND WASTEWATER FACILITIES

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

5. MAINTENANCE OF ROADS AND STREETS

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

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

Exhibit A for Ordinance 2025-02

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

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

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

8. CAPITAL IMPROVEMENTS

A. GENERAL

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

B. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

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

C. WATER FACILITIES

The area to be annexed shall be annexed into the City of Gatesville Certificate of Convenience and Necessity (CCN) but water will not be provided by the City. The area to be annexed is already being serviced by Coryell City Water Supply District. Capital improvements are not necessary to provide full municipal service for water.

D. WASTEWATER FACILITIES

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

E. ROADS AND STREETS

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

SPECIFIC FINDINGS

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

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

Exhibit A for Ordinance 2025-02

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

Property owners, Tracy Summers and Stacy Summers agree to fully finance the construction of a lift station and laying the necessary pipes to connect their property to the City of Gatesville's sewer system.

1. Lift Station Construction:
 - a. Pump
 - b. Control systems
 - c. Storage tank
2. Piping and Infrastructure
 - a. Digging trenches
 - b. Laying pipes
 - c. Installing manhole
3. Permits and Fees
 - a. Plumbing permits
 - b. Sewer Tap
4. City of Gatesville's Role
 - a. Specifications for the lift station design
 - b. Location of the connection to the City's sewer system
 - c. Public Work's inspection

Tracy Summers

Stacy Summers

Brad Hunt
City Manager

ATTEST:

Holly Owens
City Secretary





December 28, 2024

RE: Public Hearing and Public Notice to annex 22024 Coryell City Road

The City of Gatesville has scheduled a Public Hearing on January 14, 2025 at 110 N 8th Street at 5:30 P.M. to consider annexing the hereinafter described territory to the City of Gatesville, Coryell County, Texas and extending the boundary limits of said City so as to include said hereinafter described property within said city limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City, and adopting a service plan.

FIELD NOTES FOR APPROXIMATELY 5 ACRES OF LAND LOCATED IN THE HENRY FARLEY AND J. A. CLAYTON SURVEYS SITUATED IN CORYELL COUNTY, TEXAS, ADDRESSED AS 2204 CORYELL CITY ROAD, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING S 60 DEG. 18' W, 332.02 FEET AND S 48 DEG. 58' 29", W, 146.64 FEET FROM THE MOST NORTHLY CORNER OF THAT CERTAIN 177 ACRE TRACT DESCRIBED IN VOLUME 173, PAGE 580, DEED RECORDS, CORYELL COUNTY, TEXAS;

THENCE S 74 DEG. 18' 14" E, 376.14 FEET TO THE NE CORNER OF THIS TRACT;

THENCE S 15 DEG. 41' 33" W, 720.43 FEET TO THE SE CORNER OF THIS TRACT;

THENCE N 28 DEG. 01' 09" W, 728.49 FEET TO THE NW CORNER OF THIS TRACT, ALSO BEING ON THE SOUTH BOUNDARY LINE OF FM ROAD 929;

THENCE N 48 DEG. 58' 29' E, WITH THE SOUTH BOUNDARY LINE OF FM ROAD 929, 231.92 FEET TO THE PLACE OF BEGINNING.

If you have any questions, please contact me directly.

Holly Owens, T.R.M.C.
City Secretary
254-865-8951, ext. 105

PID	Property Address	Owner	Mailing Address	City	State	Zip	Letters Returned
103237	2070 Coryell City Rd	WIBBENMEYER NORMAN	2016 CORYELL CITY ROAD	GATESVILLE	TX	76528	
102195	1111 N Hwy 36	PRUITT JOYCE MARIE M TRUSTEE OF THE DANNY	KYLE PRUITT ESTATE TAX EXEMPTION TRUST 4215 FM 929	GATESVILLE	TX	76528	
102200	2224 Coryell City Rd	PRUITT DANNY KYLE ESTATE TAX EXEMPTION TRUST	JOYCE PRUITT 4215 FM 929	GATESVILLE	TX	76528	
141422	13312 N Hwy 36	KDA PARTNERS LLC	785 COUNTY ROAD 258	VALLEY MILLS	TX	76689	
148925	2224 Coryell City Rd	PRUITT DANNY KYLE ESTATE TAX EXEMPTION TRUST	JOYCE PRUITT 4215 FM 929	GATESVILLE	TX	76528	
103238	1316 N Hwy 36	PRUITT JOYCE MARIE M TRUSTEE OF THE DANNY	KYLE PRUITT ESTATE TAX EXEMPTION TRUST 4215 FM 929	GATESVILLE	TX	76528	
102204	2204 Coryell City Rd	SUMMERS RENTAL	448 CATTLE ROAD	GATESVILLE	TX	76528	Applicant
		Coryell County	620 E Main St.	GATESVILLE	TX	76528	
		TNMP	201 N 8th St.	GATESVILLE	TX	76528	
		Gateville ISD	311 S Lovers Lane	GATESVILLE	TX	76528	
		Atmos Energy	409 TX-36	GATESVILLE	TX	76528	
		Coryell Health	1507 W Main St.	GATESVILLE	TX	76528	
		Waste Management	2201 W Avenue D	TEMPLE	TX	76504	

ORDINANCE NO 2025-02

AN ORDINANCE ANNEXING AN APPROXIMATELY 5 ACRE TRACT OF LAND LOCATED IN THE HENRY FARLEY AND J. A. CLAYTON SURVEYS AND BEING COMMONLY KNOWN AS 2204 CORYELL ROAD IN THE CITY OF GATESVILLE, CORYELL COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SUCH PROPERTY WITHIN THE CITY'S CORPORATE LIMITS; GRANTING TO ALL THE INHABITANTS AND OWNERS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN FOR SAID PROEPRTY; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, §43 of the Texas Local Government Code authorizes the City of Gatesville, Texas, an incorporated city, to engage in the annexation of territory, subject to the laws of this state, and;

WHEREAS, the City Council of the City of Gatesville has been presented with a petition requesting annexation of an approximately 5 acre tract of land out of the Henry Farley and J.A. Clayton Surveys, being more commonly known as 2204 Coryell Road, in the City of Gatesville, Coryell County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the notices and public hearings required by Chapter 43, Texas Local Government Code and other applicable law have been given and conducted; and

WHEREAS, the City Council has adopted a service plan as required by Section 43.056 of the Texas Local Government Code relating to the Property, the terms of which are attached hereto and incorporated herein by this reference as Exhibit "B" (the "Service Plan"); and

WHEREAS, the Property lies adjacent to the existing corporate limits of the City of Gatesville, Texas and is located within the exclusive extraterritorial jurisdiction of the city of Gatesville, Texas; and

WHEREAS, the requirements and procedures prescribed by the Texas Local Government Code and the Charter of the City of Gatesville, Texas, and the laws of this state for annexation of the Property have been duly followed; and

WHEREAS, the City Council of the City of Gatesville has concluded that the Property should be annexed to and made a part of the City of Gatesville, Texas;

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

SECTION 1. Based on the findings of fact set forth in the recitals above, which are

found to be true and correct and are incorporated herein as if set forth in full, the Property is hereby annexed into the corporate limits of the City of Gatesville, Texas.

SECTION 2. The boundary limits of the City of Gatesville shall be and the same are hereby extended to include the Property within the City’s corporate limits and the territory described herein shall be and is hereby included within the corporate limits, subject to all the acts, ordinances, resolutions, and regulations of the City. The inhabitants of the Property shall hereafter be entitled to all the rights and privileges of other citizens of the City of Gatesville and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

SECTION 3. The Service Plan, Exhibit “B,” for the area is hereby adopted..

SECTION 4. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Gatesville governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 5. All provisions of the ordinances of the City of Gatesville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 7. The City Secretary is hereby directed to file with the County Clerk of Coryell County Texas, a certified copy of this ordinance.

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

The foregoing Ordinance No. 2025-01 was read the first time and passed to the second reading
this ____ day of _____, 20__.

The foregoing Ordinance No. 2025-01 was read the second time and passed to the third reading
this ____ day of _____, 20__.

The foregoing Ordinance No. 2025-01 was read the third time and was passed and adopted as an
Ordinance to the City of Gatesville, Texas, this ____ day of _____, 20__.

BY: _____
GARY M. CHUMLEY, MAYOR

ATTESTED:

APPROVED AS TO FORM:

HOLLY OWENS, T.R.M.C.
CITY SECRETARY

VICTORIA THOMAS
CITY ATTORNEY

EXHIBIT A
[Legal Description of the Property]

EXHIBIT B
[Service Plan]

**Agenda Item # 14****CITY COUNCIL MEMORANDUM**

Date: January 14, 2025
To: Mayor & City Council
From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action accepting the annexation petition submitted by Patrick Washburn and Colten Washburn, being all the owners of approximately 4.7 acres of real property situated in the C Cazanoba Survey located in the City of Gatesville, Coryell County, Texas on Stillhouse Road.

Information:

Patrick Washburn and Colten Washburn are the owners of the property located on Stillhouse Road and described as the C Cazanoba Survey situated in Coryell County, Texas. The owners have formally requested to have the 4.7 acres described property to be annexed into the City of Gatesville.

Requirements:

1. Conduct one public hearing (January 28, 2025).
2. Public Notice in newspaper between 10 and 20 days before the public hearing
3. Public Notice on website between 10 and 20 days before the public hearing
4. Notice of hearing to the following:
 - a. Coryell County
 - b. Fire protection service providers
 - c. Emergency medical services providers
 - d. Utility providers
 - e. School District
5. Negotiate and enter into a written service agreement with the property owners for the provision of city services prior to annexation date.

The Planning & Zoning Commission held a meeting on January 6, 2025, to consider the Preliminary Plat and the Zoning Designation (*Res_2_4 Family*) for the property. This item was recommended for approval by the Commission. The Final Plat will be seen by the Council on the final reading of the annexation at the second meeting in February 2025. The Zoning Designation which requires an ordinance and three (3) readings which will be done side by side with the annexation ordinance.

E&P Washburn Rentals are proposing to build duplexes as an extension of their existing development located on Stillhouse Road.

Financial Impact:

There is no fiscal impact.

Staff Recommendation:

The staff recommends passing **Resolution 2025-009** annexing the property described as the C Cazanoba Survey in Coryell County, Texas to the public hearing dated January 28, 2025.

Motion:

I make a motion to pass **Resolution 2025-009** annexing the property described as the C Cazanoba Survey in Coryell County, Texas to the public hearing dated January 28, 2025.

Attachments:

- Resolution with Exhibit 1 attached to Exhibit "A"
- GIS Map of property.

Staff Contacts:

Holly Owens howens@gatesvilletx.com



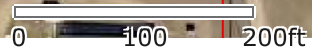
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Show search results for 115...



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RESOLUTION 2025-009

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

WHEREAS, the City of Gatesville has received a petition for voluntary annexation for the Annexation Area described and depicted in said petition which is attached hereto as Exhibit "A" from Patrick Washburn and Colten Washburn; and

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

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

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

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

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

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

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

SECTION 2. On the 28th day of January, 2025 at the regular called City Council meeting at 5:30 p.m., in the Gatesville City Hall, 110 North 8th Street, Gatesville, Texas, the Gatesville City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed voluntary annexation by the City of Gatesville, Texas,

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

SECTION 3. City Staff is hereby authorized and directed to cause notices of such public hearing to be published on the City's website and in a newspaper having general circulation in the City and in the above-described Annexation Area not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearing, all in accordance with Chapter 43 of the Texas Local Government Code and to provide all other required notices required by said Chapter, including notice to the County, School District, and Fire and EMS providers for the property.

SECTION 5. City Staff are hereby directed to prepare a service plan for the proposed Annexation Area and make said service plan available for public review in the Gatesville City Hall on or before February 8, 2025.

SECTION 6. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE, TEXAS, on this the ____ day of _____, 2025.

CITY OF GATESVILLE, TEXAS

APPROVED:

Gary Chumley, Mayor

ATTEST:

APPROVED AS TO FORM AND SUBSTANCE

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

Victoria Thomas
City Attorney

EXHIBIT A
APPLICATION

EXHIBIT 1 attached to Exhibit A

PROPERTY LEGAL DESCRIPTION

BEING 2.08 Acres, more or less, in the Chrisanta Cozenoba Survey, Abstract No. 150, and being part of that certain called 7.92 Acres tract described in a deed to Patrick Lynn Wasburn and Colten Blake Washburn, as recorded in Inst. # 368010, of the Deed Records of Coryell County, Texas.

THENCE, around a curve in a counterclockwise direction having a delta angle of $07^{\circ} 02' 15''$, an arc distance of 122.76 Feet, a radius of 999.40 Feet, and a chord of $S 24^{\circ} 31' 05'' E$, 122.68 Feet, to a $\frac{1}{2}$ " Iron Rebar, set with (GOODSONS 4330) cap, for the Southeast corner hereof, and in the West R.O.W. of said State Hwy. 36;

THENCE, $N 88^{\circ} 14' 24'' W$, over and across said 7.92 Acre tract, 437.27 Feet, to a $\frac{1}{2}$ " Iron Rebar, set with (GOODSONS 4330) cap, for an inner ell corner hereof;

THENCE, $S 00^{\circ} 51' 29'' E$, over and across said 7.92 Acre tract, 305.38 Feet, to a $\frac{1}{2}$ " Iron Rebar, set with (GOODSONS 4330) cap, for the Southeast corner hereof;

THENCE, $S 89^{\circ} 08' 31'' W$, over and across said 7.92 Acre tract, 110.00 Feet, to a $\frac{1}{2}$ " Iron Rebar, set with (GOODSONS 4300) cap, Southwest corner hereof and being in the East line of said Stillhouse Road, from whence a Pipe Fence Post at the Southwest corner of said 7.92 Acre tract $Brs. S 00^{\circ} 51' 29'' E$, 60.00';

$N 00^{\circ} 51' 29'' W$, 372.68' (Rec. $N 01^{\circ} 15' 35'' E$, 432.89') with the East line of said Stillhouse Road, to a Pipe Fence Post, for angle hereof;

$N 29^{\circ} 25' 47'' E$, 53.96' (Rec. $N 31^{\circ} 34' 48'' E$, 53.92') with the Southeast line of said Stillhouse Road, to a Pipe Fence Post, for angle hereof;

THENCE, $S 88^{\circ} 14' 24'' E$, (Rec. $S 86^{\circ} 09' 38'' E$, 470.97') with the common lines of said 7.92 Acre tract and said Stillhouse Road, 470.83 Feet, to the PLACE OF BEGINNING



Agenda Item # 15

CITY COUNCIL MEMORANDUM

Date: January 14, 2025
To: Mayor & City Council
From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action regarding Ordinance 2024-13, amending the Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations, Article II Technical Codes, Division 1. – Generally, by adding new sections; Creating Section 10-26 – Carport Regulations; providing a severability clause; providing a savings clause; and providing for an effective date.

Information:

In accordance with the vision of the City of Gatesville City Council and its citizens, an ordinance regulating carports has been created.

Carports are defined as a covered structure used to offer limited protection to vehicles, primarily cars, from the rain and sun exposure. The structure can either be free standing or attached to a wall/roofline and is open on two or more sides.

The first reading was held on December 10, 2024, which was passed with proposed changes that were made during the discussion.

The regulations outlined in the ordinance address several key aspects of carport construction, focusing on structural integrity, drainage, and material specifications. Here's a more detailed breakdown of the requirements:

1. **Slope for Rain Runoff:** All carports must be built with a slope to facilitate the flow of rainwater away from the structure. This measure is essential to prevent potential damage such as:
 - Leaks in the roof or structure
 - Mold growth due to water accumulation
 - Structural weakening from prolonged exposure to moisture
 - Deterioration of materials over time

2. **Rain Gutters:** Carports are required to have rain gutters installed on the outer side of the structure. The primary purpose of these gutters is to channel rainwater runoff away from the neighboring properties. This is especially important for carports located on side setbacks of less than 20 feet, where excessive runoff could cause drainage issues or damage to adjacent properties.

3. Material Specifications for Support Beams and Posts:

- Support beams and posts can be constructed using masonry veneering, galvanized steel, or wood.
- All posts must be securely anchored to the ground. This can be done by either placing posts in post holes filled with concrete or another method that ensures the posts remain stable.
- The anchoring is necessary to maintain the structural integrity of the carport, especially during severe weather events such as straight-line winds.

4. Permeable Surface Requirement: All carports must be constructed over an approved permeable surface. This ensures that water can naturally drain through the surface, reducing the risk of water pooling around the base of the carport and aiding in overall water management.

These regulations aim to balance the need for functional and safe carport structures with environmental considerations, such as runoff management and durability under weather-related stresses.

Existing carports that do not meet the new regulations will be grandfathered “legal non-conforming”. However, they cannot be altered or moved, or they will be required to meet the new regulations.

This is the 2nd reading.

Financial Impact:

There is no fiscal impact.

Staff Recommendation:

The staff recommends passing **Ordinance 2024-13** adopting the amendment to the Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations, Article II Technical Codes, by adding new sections; Creating Section 10-26 – Carport Regulations.

Motion:

I make a motion to pass **Ordinance 2024-13** adopting the amendment to the Gatesville Code of Ordinances at Chapter 10 Buildings and Building Regulations, Article II Technical Codes, by adding new sections; Creating Section 10-26 – Carport Regulations to the next meeting.

Attachments:

- Draft Ordinance

Staff Contacts:

Holly Owens howens@gatesvilletx.com

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE GATESVILLE CODE OF ORDINANCES AMENDING CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II. TECHNICAL CODES, DIVISION 1. – GENERALLY, BY ADDING NEW SECTIONS; CREATING SECTION 10-26 – CARPORT REGULATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gatesville is a Home Rule Municipality operating under the laws of the State of Texas; and

WHEREAS, the City Council may establish building regulations within the corporate limits of the city; and

WHEREAS, the City Council has determined that it would serve the public health, safety and welfare and be advantageous and beneficial to the citizens of the City of Gatesville, Texas to establish by ordinance regulations for carports;

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

SECTION 1. The findings set forth in the above preamble to this Ordinance are determined to be true and correct and are adopted and incorporated herein.

SECTION 2. The Code of Ordinances of the City of Gatesville, Texas is hereby amended by amending Chapter 10, Buildings and Building Regulations, Article II, Technical Codes, Division 1, Generally, by adding a new section 10-26 “Carport Regulations” to read in its entirety as follows:

“Chapter 10 – Buildings and Building Regulations

...

Article II – Technical Codes

Division 1 – Generally

...

Sec. 10-26 Carport Regulations

- (a) *Carport defined.* A carport is a covered structure used to offer limited protection to vehicles, primarily cars, from rain and sun exposure. The structure can either be free standing or attached to a wall/roofline and is open on two more sides.
- (b) In AG, R-SF, and R-MH **zoning district use**, a carport is allowed with the following regulations and setbacks:
- i. One (1) carport per residential structure.
 - ii. Maximum carport height 10-ft.

- iii. Roofline is required to be sloped **with a minimal** 1:80 or 0.72 degrees or 2:12 roof pitch.
- iv. Rain gutters are required on the outer side to move rain runoff **away from neighboring property** to prevent excessive rain on neighboring property **on side setbacks less than 20-ft.**
- v. Carport is required to be open on two (2) or more sides.
- vi. Support beams and posts may be constructed with the following materials:
 - 1. 100% masonry veneering
 - 2. Galvanized steel
 - 3. Wood
- vii. Posts:
 - 1. **Anchored to concrete, brick or stone**
 - 2. **Post hole with concrete for dirt, gravel or asphalt**
 - 3. **Mobile Home anchors for dirt, gravel or asphalt**
- viii. Carport pads:
 - 1. **Concrete slab 15-20 cm with steel reinforcement.**
 - 2. **Crushed gravel**
 - 3. **Asphalt**
 - 4. **Brick/Concrete pavers**
 - 5. **Stone**
- ix. Setbacks:
 - 1. Side yard – 6-ft.
 - 2. Side yard facing a street – 10-ft.
 - 3. Rear yard – 10-ft.
 - 4. Front yard – 15-ft.

(c) In R-TH, R-2F, R-MF, and R-MHP **zoning district use**, a carport is allowed with the following regulations and setbacks:

- i. One (1) carport per residence.
- ii. Maximum carport height 10-ft.
- iii. Roofline is required to be sloped **with a minimal** 1:80 or 0.72 degrees or 2:12 roof pitch. Roofline is continuous for multiple parking spaces.
- iv. Rain gutters are required on the outer side to move rain runoff **away from neighboring property** to prevent excessive rain on neighboring property **on side setbacks less than 20-ft.**
- v. Carport is required to be open on two (2) or more sides.
- vi. Support beams and posts may be constructed with the following materials:
 - 1. 100% masonry veneering
 - 2. Galvanized steel
 - 3. Wood
- vii. Posts:

1. Anchored to concrete, brick or stone
 2. Post hole with concrete for dirt, gravel or asphalt
 3. Mobile Home anchors for dirt, gravel or asphalt
- viii. Carport pads:
1. Concrete slab 15-20 cm with steel reinforcement.
 2. Crushed gravel
 3. Asphalt
 4. Brick/Concrete pavers
 5. Stone
- ix. Setbacks:
1. Side yard – 20-ft.
 2. Side yard facing a street – 20-ft.
 3. Rear yard – 20-ft.
 4. Front yard – 20-ft.

(d) In CF, C-G, DT, and IND zoning district use and any property located on Highway 84 (Main Street), State Highway 36, and Highway 36 Bypass, a carport is allowed with the following regulations and setbacks:

- i. No carport allowed beyond the front building line.
- ii. Maximum height 10-ft.
- iii. Roofline is required to be sloped with a minimal 1:80 or 0.72 degrees or 2:12 roof pitch. Roofline is continuous for multiple parking spaces.
- iv. Rain gutters are required on the outer side to move rain runoff towards the front to prevent excessive rain on neighboring property.
- v. Required to be open on two (2) or more sides.
- vi. Support beams and posts may be constructed with the following materials:
 1. 100% masonry veneering
 2. Galvanized steel
 3. Wood
- vii. Posts:
 1. Anchored to concrete, brick or stone
 2. Post hole with concrete for dirt, gravel or asphalt
 3. Mobile Home anchors for dirt, gravel or asphalt
- viii. Carport pads:
 1. Concrete slab 15-20 cm with steel reinforcement.
 2. Crushed gravel
 3. Asphalt
 4. Brick/Concrete pavers
 5. Stone
- ix. Setbacks:
 1. Side yard – 10-ft.

2. Side yard facing a street – 20-ft.
3. Rear yard – 20-ft.

Sections 10-27 through 10-53 Reserved.

SECTION 3. If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of Gatesville, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. It is officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and the public notice of the time, place and purpose of this meeting was given as required by law.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

The foregoing Ordinance No. 2024-13 was read the first time and passed to the second reading this 10th day of December, 2024.

The foregoing Ordinance No. 2024-13 was read the second time and passed to the third reading this ____ day of _____, 20__.

The foregoing Ordinance No. 2024-13 was read the third time and was passed and adopted as an Ordinance to the City of Gatesville, Texas, this ____ day of _____, 20__.

BY: _____
GARY M. CHUMLEY, MAYOR

ATTESTED:

APPROVED AS TO FORM:

HOLLY OWENS, T.R.M.C.
CITY SECRETARY

VICTORIA THOMAS
CITY ATTORNEY



Agenda Item # 16

CITY COUNCIL MEMORANDUM

Date: January 14, 2025
To: Mayor & City Council
From: Holly Owens, City Secretary

Agenda Item: Discussion and possible action regarding Ordinance 2025-01, amending the Gatesville Code of Ordinances at Chapter 36 Nuisances; providing a severability clause; and providing a penalty of fine not to exceed \$2,000.00.

Information:

The primary purpose of amending Chapter 36 – Nuisances is to enhance clarity and ensure compliance with current legislative standards. Significant portions of the ordinance have been restructured to improve its readability and alignment with updated requirements concerning abatement procedures and court actions. Additionally, related provisions have been consolidated to reduce redundancy and streamline enforcement. These revisions aim to make the ordinance more efficient, easier to understand, and better suited to modern legal and operational need

Notable changes:

1. Additional definitions (pages 1 and 2)
2. Reasons for the ordinance (page 3)
3. Combined occupied and unoccupied property procedures (page 3 and 4)
4. Abatement by City was added for additional more informative information (page 4)
5. Emergency abatement procedures are defined (page 4 and 5)
6. Penalty is added (page 6)
7. Additional definitions (page 6 and 7)
8. Simplified procedures for removing unattended vehicles for more than 48 hours (page 10)
9. Identified who is responsible for notification after vehicle has been towed (page 10)
10. Reference to Chapter 54 – Traffic and Vehicles, Article II. – Stopping, Standing, and Parking for additional regulations (page 12)

Financial Impact:

There is no fiscal impact.

Regular 1/14/2025

Ordinance 2025-01

Staff Recommendation:

The staff recommends passing **Ordinance 2025-01** adopting the amendment to the Gatesville Code of Ordinances at Chapter 36 Nuisances.

Motion:

I make a motion to pass **Ordinance 2025-01** adopting the amendment to the Gatesville Code of Ordinances at Chapter 36 Nuisances to the next meeting.

Attachments:

- Draft Ordinance

Staff Contacts:

Holly Owens howens@gatesvilletx.com

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF GATESVILLE, TEXAS, AMENDING THE GATESVILLE CODE OF ORDINANCES BY AMENDING CHAPTER 36 – NUISANCES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED \$2,000.00; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Gatesville is a Home Rule Municipality operating under the laws of the State of Texas; and

WHEREAS, the City Council may establish nuisance regulations within the corporate limits of the city; and

WHEREAS, the nuisance ordinance was last amended in 2013 and is in need of updating certain procedures pertaining to Code Enforcement; and

WHEREAS, the City Council finds that the amendments to the Code of Ordinances, as set forth herein, updating the general nuisances abatement procedures, serves the public health, safety and welfare and is in the best interest of the citizens of the City;

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

SECTION 1. The findings set forth in the above preamble to this Ordinance are determined by the City Council to be true and correct and are hereby adopted as though fully set forth herein.

SECTION 2. The Code of Ordinances of the City of Gatesville, Texas is hereby amended at Chapter 36 “Nuisances,” by repealing and replacing Article II “General Nuisances Abatement Procedure” to read in its entirety as follows:

“Chapter 36 – Nuisances

ARTICLE I. GENERAL NUISANCE

Sec. 36-1. Definitions.

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

Abandoned Property means any residential real estate for which taxes are delinquent for the preceding two years and which has been unoccupied continuously by persons legally in possession for at least 90 (ninety) continuous days or commercial real estate for which taxes are delinquent for the preceding two years and which has a blighting influence on surrounding properties.

Code Official means the official who is charged with the administration and enforcement of this code, or duly authorized representative.

Commercial Real Estate means any real estate for which the present use is other than residential or for agricultural purposes.

Easement means that portion of land or property or an interest therein reserved for present or future use by a person or agency other than the legal owner(s) of the property. The easement may be permitted for use under, on and/or above a said lot(s).

Garbage means the animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food.

High grass means all varieties of grasses normally cultivated for purposes of ground cover, landscaping, erosion control, or forage for domesticated livestock, and all noxious plants and rank and uncultivated vegetable growth or matter that has grown to a height of more than 12 inches for properties two acres or less, or regardless of height, is objectionable or unsightly, may create a fire hazard, an unsanitary condition, or become a harborage for rodents, vermin, or other disease-carrying pests. For property in excess of two acres, grass shall be cut or shredded so as not to exceed 12 inches maximum for a minimum of 50 feet adjacent to a public street or any occupied property.

Junk means any abandoned, discarded or worn-out machinery, appliance or furniture, such as a refrigerator, stove, freezer, vending machine and other types of machinery or furniture or appliance, or any other item which is detrimental to the health or safety of the citizens or to the aesthetic value of the neighborhood.

Occupant means any individual living or sleeping in a building or having possession of a space within a building.

Owner means any person, agent, operator, firm, or corporation having legal or equitable interest in the property recorded in the official records of the state, county, or municipality as holding title to the property or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person means individual, corporation, partnership or any other group acting as a unit.

Premises means a lot, plot or parcel of land, easement or public way, including any structure thereon.

Property means a lot, plot or parcel of land, easement or public way, including any structures thereon. This term is intended to be synonymous with the term "Premises".

Public Way means any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to public or public use.

Rubbish means all waste materials, including but not limited to garbage from a public or private establishment or residence not properly contained in rubbish or recycling receptable or properly set out for bulk or brush pickup. The term "rubbish" shall include tires, paper, rags, cartons, boxes, wood, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, and other similar materials that are not intended to be recycled.

Weeds means any grass, annual plants and/or vegetation, other than trees or shrubs, provided, however, this term shall not include cultivated flowers and gardens.

Sec. 36-2. Declaration of nuisance.

- a) For the purposes of enforcement of these regulations, a person commits an offense if the person maintains a public nuisance described in this article.
- b) The presence of any junk, garbage, rubbish or weeds on any private lot, tract or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed a public nuisance; and it shall be unlawful for any person to cause or maintain such a public nuisance by abandoning or discarding any such item on the real property of another or to suffer, permit or allow any such item to be maintained on his own real property.
- c) It shall be a public nuisance and unlawful for any owner, lessee, occupant, or any person in charge of any premises in the city to allow brush, garbage, rubbish, handbills, junk, or litter to accumulate upon such premises to such an extent that it:
 - 1) could reasonably be deemed to create a fire hazard,
 - 2) is injurious to the health of the citizens of the city,
 - 3) tends to reduce the property values of adjacent and surrounding properties,
 - 4) creates unsightly esthetics to the reasonable person, or
 - 5) creates breeding and living places for insects, rodents, and other vermin. This duty shall extend to any sidewalk or parkway abutting the property.
- d) It shall be a public nuisance and unlawful for any owner, lessee, occupant, or any person in charge of any premises in the city to allow an abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:
 - 1) a fence that is at least four feet high and that has a latched and locked gate, and
 - 2) a cover over the entire swimming pool that cannot be removed by a child.
- e) Any violation of this article is hereby declared to constitute a public nuisance and is subject to the abatement, enforcement and penalty provisions set forth in this Chapter.

Sec. 36-3 – 36-15. Reserved.

ARTICLE II. GENERAL NUISANCES' ABATEMENT PROCEDURE

Sec. 36-16. Notice of order to abate nuisance– Service; Contents.

Whenever any public nuisance defined in Article I of this Chapter exists on premises within the city in violation of this article, the authorized code enforcement official shall order the owner of the premises whereon such public nuisance exists to abate or remove the same. Such an order shall be in writing, specify the public nuisance and its location, specify the corrective measures required, and provide for compliance within ten days from service thereof.

- a) Notice of the order to abate may be given:
 - 1) Personally, to the owner in writing;
 - 2) By letter addressed to the owner at the owner's address as recorded in the Coryell County Tax Rolls; or
 - 3) If personal service cannot be obtained or the owner's postal address is unknown:
 - i. By publication in the official newspaper of the city at least once within ten (10) consecutive days of the declared nuisance;

- ii. By posting the notice on or near the front door of each building on the property to which the violation relates; or
 - iii. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
- b) The notice, when given, will contain:
 - 1) An identification of the property;
 - 2) A description of the violation that is present on the property;
 - 3) A statement that if the owner commits another violation of the same kind or nature on or before the first anniversary of the date of the notice, and the city has not been informed in writing by the owner of an ownership change, the city without further notice may correct the violation at the owner's expense and assess the expense against the property; and
 - 4) A statement that if the owner of the property in the city does not comply with the requirements within ten (10) days after receiving the notice of violation the City will either:
 - i. Refer the property to municipal court for criminal prosecution; or
 - ii. Abate the nuisance in accordance with the provisions of this Article.

Sec. 36-17. Request for hearing.

If the owner or occupant of the premises identified in a notice of order to abate nuisance so desires, he may, within ten days after service of notice of order to abate the nuisance, request of the clerk of the municipal court, either in person or in writing and without the requirement of bond, that a date and a time be set when he may appear before the judge for a hearing to determine whether he is in violation of this Article I.

Sec. 36-18. Abatement by City.

- a) If an owner or person in charge of the premises fails to comply with this article and allows a nuisance to be created and remain unabated, such nuisance may be abated by the city in accordance with the provisions of this article and in accordance with Texas Health and Safety Code § 342.006 et seq. The expense incurred in abating such nuisance shall be charged against the property and a lien created for the amount of such charges, including salary and wages of all employees and reasonable charges for machinery, tools and vehicles used, and any filing fees. Such lien shall be set forth in a statement of the expenses incurred, signed by the city manager or their designee, and filed in the county real property records in accordance with Texas Health and Safety Code § 342.007 et seq. Interest shall accrue on the lien at the rate of ten (10) percent per annum, beginning on the date that work by the city is completed. Payment of all liens created in accordance with the article shall be made to the city. For payment in full made subsequent to the filing of a lien with the county clerk, an appropriate release will be prepared. and the city manager is authorized to sign all such releases for the city.
- b) Suit may be filed by the city for collection of any lien so created and foreclosure had in the name of the city. The statement of the city manager or city health authority shall be prima facie proof of the amount of money expended to abate any accumulation of trash or rubbish that constitutes a public nuisance.

Sec. 36-19. Emergency abatement of tall grass and weeds, without notice.

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- a) The city may abate, without notice, weeds, grass, and other vegetation:
 - 1) That have grown higher than forty-eight (48) inches; and
 - 2) Are an immediate danger to the health, life or safety of any person.
- b) Not later than the tenth (10) day after the date the city abates weeds, grass or other vegetation pursuant to this Sec. 36-19, the city will give notice to the property owner of the abatement.
 - 1) The notice will be given in the manner required by Sec. 36-16; and
 - 2) The notice will contain:
 - i. An identification, which is not required to be a legal description of the property;
 - ii. A description of the violation of the ordinance that occurred on the property;
 - iii. A statement that the city abated the weeds, grass, or other vegetation; and
 - iv. An explanation of the property owner's right to request a hearing about the city's abatement.

Sec. 36-20. Hearing.

Upon receiving a request for hearing, the clerk of the court shall set a date and a time for such hearing on the court docket. The clerk of the court shall notify the city attorney of the date and time of such hearing. The city attorney shall cause to be prepared, filed, and served on the defendant a written complaint charging that the owner or occupant of the premises, as the case may be, has violated this article. After service, such complaint shall be on file with the clerk of the court not less than ten days prior to the date of hearing.

Sec. 36-21. Finding of violation; order of judge.

The judge shall hear any case brought before said court as set out herein, and shall determine whether the defendant is, in fact, in violation of this article. Upon finding that said defendant is in violation of this article, said defendant shall be deemed guilty of a misdemeanor. The judge shall further order such defendant to remove and abate said nuisance within ten days, the same being a reasonable time. If the defendant shall fail and refuse, within ten days, to abate or remove the nuisance, the judge may issue an order directing the authorized code enforcement official to have the same removed, and the authorized code enforcement official shall take possession of said nuisance in such manner as the city council may provide. Failure to appear before the court within a ten (10) day period shall be a separate offense under this chapter. It shall not be a defense to any action initiated by a citation that a prior notice was not issued.

Sec. 36-22. Removal from unoccupied premises by order of municipal court.

- (a) If there are materials determined to be a nuisance on premises that are unoccupied, and neither the owner of the premises nor the owner of said materials can be found and notified to remove same, then upon a showing of such facts to the judge, the court may issue an order directing the code enforcement official to have same removed, and the code enforcement official shall take possession of said materials.
- (b) The disposition of any junked property other than junked motor vehicles shall be by the method provided by law for the disposition of excess property in the event that it is likely that

the proceeds from such sale cover the costs of such disposition. In the event that it is likely that the proceeds from such sale shall be insufficient to pay the costs of complying with the disposition of surplus property, then, in that event, the same shall simply be placed in the trash.

Sec. 36-23. Lien in favor of City.

Whenever any work is done or improvements are made by the city under the provisions of sections 36-18, 36-19, or 36-21, the appropriate city official shall file a statement of the expenses incurred hereby with the county clerk. Such statement shall give the amount of such expenses and the date on which the work was done or the improvements were made. Upon filing this statement, the city shall have a privileged lien on the lot or real estate upon which the work was done or improvements made, to secure the expenses thereof. Such liens shall be second only to tax liens.

Sec. 36-24. Penalty.

- a) A person commits an offense if that person creates, causes or allows to be created or caused a public nuisance as set forth herein. Each separate occurrence and each separate day of the commission of the offense is a separate offense under this section. A person who commits an offense hereunder shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each such offense.
- b) If it is shown at the trial of the defendant that the defendant has been previously convicted of an offense under Article II, the defendant may be punishable by a fine or not less than two hundred dollars (\$200.00) or more than one thousand dollars (\$1,000.00).
- c) Notwithstanding subsections (a) and (b), the penalty for the violation of any defined nuisance herein that governs fire safety, public health, or sanitation, including dumping of refuse, may not exceed two thousand dollars (\$2,000.00).

Sec. 36-25-36-40. Reserved.

ARTICLE III. ABANDONED AND JUNKED VEHICLES

Sec. 36-41. Definitions

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

Abandoned nuisance vehicle means a motor vehicle that is at least ten years old and is of a condition only to be junked, crushed, or dismantled.

Aircraft has the meaning assigned by Texas Transportation Code § 24.001.

Department means the state department of motor vehicles.

Garage keeper means an owner or operator of a storage facility.

Junked vehicle means a vehicle that is self-propelled; and is wrecked, dismantled or partially dismantled, or discarded; or inoperable and has remained inoperable for more than 72 consecutive hours, if the vehicle is on public property or 30 consecutive days, if the vehicle is on private property. The term "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This division applies only to a motor vehicle that displays an expired license plate

or does not display a license plate; an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 CFR 47; or a watercraft that does not have lawfully on board an unexpired certificate of number, and is not a watercraft described by Texas Parks and Wildlife Code § 31.055.

Law enforcement agency means the police department of the city, a sheriff or a constable.

Motor vehicle means a vehicle that is subject to registration under Texas Transportation Code Ch. 501.

Motor vehicle demolisher means a person in the business of converting motor vehicles into processed scrap or scrap metal or wrecking or dismantling motor vehicles.

Outboard motor means an outboard motor subject to registration under Texas Parks and Wildlife Code Ch. 31.

Storage facility includes a garage, parking lot, or establishment for the servicing, repairing, or parking of motor vehicles.

Vehicle storage facility means a vehicle storage facility, as defined by Texas Occupations Code § 2303.002, that is operated by a person who holds a license issued under Texas Occupations Code Ch. 2303 to operate that vehicle storage facility.

Watercraft means a vessel subject to registration under Texas Parks and Wildlife Code Ch. 31.

State law reference(s)—*Similar provisions, Texas Transportation Code § 683.001.*

State law reference(s)—*Similar provisions, Texas Transportation Code § 683.071.*

Sec. 36-42. Exemptions.

The provisions of this article shall not apply to any motor vehicle in operable condition specifically adapted or constructed for racing or operation on privately-owned drag strips or raceways, any motor vehicle retained by the owner for antique collection purposes rather than for salvage or for transportation, any motor vehicle stored as the property of a member of the U.S. Armed Forces who is on active duty assignment, nor shall it apply to any personal property kept inside of a building.

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

Antique vehicle means a passenger car or truck that is at least 25 years old.

Motor vehicle collector means a person who owns one or more antique or special interest vehicles; and acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Special interest vehicle means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

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- (b) The provisions of this division shall not apply to a vehicle or vehicle part:
- (1) That is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
 - (2) That is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
 - a. Maintained in an orderly manner;
 - b. Not a health hazard; and
 - c. Screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.077.

Sec. 36-43. Public nuisance declared.

A junked vehicle, including a part of a junked vehicle, that is visible at any time of the year from a public place or public right-of-way:

- (1) Is detrimental to the safety and welfare of the public;
- (2) Tends to reduce the value of private property;
- (3) Invites vandalism;
- (4) Creates a fire hazard;
- (5) Is an attractive nuisance creating a hazard to the health and safety of minors;
- (6) Produces urban blight adverse to the maintenance and continuing development of municipalities; and
- (7) Is a public nuisance.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.072.

Sec. 36-44. Abandoned motor vehicle designated.

For the purposes of this division, a motor vehicle is abandoned if the motor vehicle:

- (1) Is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;
- (2) Has remained illegally on public property for more than 48 hours;
- (3) Has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours;
- (4) Has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours;
- (5) Has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the state turnpike authority division of the state department of transportation or a controlled access highway; or

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(6) Is considered an abandoned motor vehicle under Texas Transportation Code § 644.153(r).

(b) In this section, the term "controlled access highway" has the meaning assigned by Texas Transportation Code § 541.302.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.002.

Sec. 36-45. Abandoned vehicles removal, etc.

Abandoned vehicles shall be removed, impounded and disposed of in accordance with Texas Transportation Code Ch. 683.

State law reference(s)—Seizure and auction of abandoned motor vehicles, Texas Transportation Code § 683.011 et seq.; vehicles abandoned in storage facilities, Texas Transportation Code § 683.031 et seq.; demolition of motor vehicles, Texas Transportation Code § 683.051 et seq.

Sec. 36-46. Removal and impoundment of abandoned vehicles or property obstructing traffic.

(a) Members of the police department are hereby authorized to remove property of any description from a street or highway to a place designated or maintained by the police department when:

- (1) Such property is left unattended upon any bridge, viaduct, or causeway or in any tube or tunnel and constitutes an obstruction to traffic.
- (2) Such property upon a street or highway is disabled so as to constitute an obstruction to traffic and the person in charge of it is, by reason of physical injury, incapacitated to such an extent as to be unable to provide for its custody or removal.
- (3) Such property is left unattended on the street and constitutes a definite hazard or obstruction to the movement of traffic.
- (4) Such property is left unattended on a street either in a place at which parking is prohibited or beyond the legal limit of parking time.
- (5) A police officer arrests any person driving or in control of a vehicle for an alleged offense and such officer is or may be required by law to take the one arrested immediately before a magistrate, or if the arrested one is immediately taken before a magistrate, and when the arrested one is the sole occupant or the owner of the vehicle and is immediately placed in custody.
- (6) Any vehicle is illegally parked so as to block the entrance of any private driveway, and it is impracticable to move such vehicle from in front of the driveway to any point on the highway.
- (7) Any vehicle constitutes a hazard or interferes with a normal function of a governmental agency, or by reason of any catastrophe, emergency, or unusual circumstances the safety of the vehicle is imperiled.
- (8) Any vehicle is found upon a street, avenue, alley way, or public place and a report has been previously made that such vehicle has been stolen or complaint has been filed and a warrant issued thereon, charging that such vehicle has been stolen or converted in violation of law.

- (9) Any vehicle is left standing or parked unattended for more than 48 hours in violation of any applicable section of this Code, state law or city ordinance, rule or regulation.; ~~provided, however, in the event such vehicle is parked or standing immediately in front of or immediately adjacent to property owned by the owner of such vehicle, or property rented by such owner, before such vehicle shall be removed, the owner thereof shall be given written notice after the expiration of 48 hours and shall be given an additional 24 hours to remove or cause to be removed such vehicle. Such written notice may be given by depositing the same in the United States mail, addressed to the owner at the address given on the registration receipt of the vehicle, or his last known address.~~
- (b) If an abandoned vehicle, trailer, or other vehicle is impounded from a public street by a police officer and the officer knows or is able to ascertain from the registration records of the vehicle the name and address of the owner thereof, ~~such officer~~ the code enforcement official shall notify said owner in writing by certified mail after three days, if the owner has not reclaimed vehicle, but no later than the tenth day, of the fact of such removal and the reasons therefor, and of the place to which such vehicle has been removed. If the ~~officer~~ code enforcement official does not know and is not able to ascertain the name of the owner, and in the event the vehicle is not returned to the owner within a period of ten days, then the ~~officer~~ code enforcement official shall send or cause to be sent a written report of such removal by mail to the state department whose duty it is to register motor vehicles. The officer shall file a copy of such notice with the proprietor of any public garage in which the vehicle may be stored. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reason for such removal and the name of the garage or place where the vehicle is stored.
- (c) Property removed under the provisions of this section shall be kept at a place designated by the police chief until application for its redemption shall be made by the verified owner or his authorized agent, who shall be entitled to the possession thereof upon payment as provided in chapter 18. This remedy and impounding fee shall be cumulative of any and all other penalties that may be provided. In the event the property impounded is not redeemed by the owner or his authorized agent, it shall be disposed of in the manner authorized by law.

State law reference(s)—Authority to take abandoned motor vehicle into custody, Texas Transportation Code § 683.011; vehicle towing and booting, Texas Occupations Code Ch. 2308; local regulation of towing and booting, Texas Occupations Code § 2308.201 et seq.

Sec. 36-47. Removal personnel.

- (a) This division shall be administered by regularly salaried, full-time employees designated by the city manager, except that any authorized person may remove the nuisance.
- (b) A person authorized to administer this division may enter private property to examine a public nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.074(d), (e).

Sec. 36-48. Court orders.

The municipal court may issue necessary orders to enforce the procedures in this division.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.074(c).

Sec. 36-49. Offense committed when; removal required.

- (a) A person commits an offense if the person maintains a public nuisance described by section 36-108.
- (b) An offense under this section is a misdemeanor punishable by a fine not to exceed \$200.00.
- (c) The court shall order abatement and removal of the nuisance on conviction.
- (d) A public nuisance under this division shall be abated as provided in this division. If no hearing is requested as provided in this division and the nuisance is not abated within ten days after service of notice to abate, the city shall abate the nuisance. If a hearing is held as provided in this division and an abatement order is issued by the municipal judge, the nuisance shall be abated by the city if the nuisance is not abated within ten days after the issuance of the abatement order by the municipal judge.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.073.

Sec. 36-50. Notice to abate.

Prior to removal of a public nuisance under this division, not less than ten days' notice of the nature of the nuisance must be given. The notice must be personally delivered, sent by certified mail with a five-day return requested, or delivered by the U.S. Postal Service with signature confirmation service to:

- (1) The last-known registered owner of the nuisance;
 - (2) Each lienholder of record of the nuisance; and
 - (3) The owner or occupant of:
 - a. The property on which the nuisance is located; or
 - b. If the nuisance is located on a public right-of-way, the property adjacent to the right-of-way.
- (b) The notice must state that:
- (1) The nuisance must be abated and removed not later than the tenth day after the date on which the notice was personally delivered or mailed; and
 - (2) Any request for a hearing must be made before that ten-day period expires.
- (c) If the post office address of the last-known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.
- (d) If notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.

State law reference(s)—Similar provisions, Texas Transportation Code § 684.075.

Sec. 36-51. Public hearing and order.

- (a) The municipal court shall hold a public hearing on request of a person who receives notice as provided by section 36-50 if the request is made not later than the date by which the nuisance must be abated and removed. The hearing shall be held not earlier than the 11th day after the date of the service of notice. At the hearing, the junked motor vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable. If the information is available at the

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location of the nuisance, an order issued by the municipal judge requiring removal of the nuisance must include:

- (1) For a motor vehicle, the vehicle's:
 - a. Description;
 - b. Vehicle identification number; and
 - c. License plate number;
- (2) For an aircraft, the aircraft's:
 - a. Description; and
 - b. Federal aircraft identification number as described by Federal Aviation Administration aircraft registration regulations in 14 CFR 47; and
- (3) For a watercraft, the watercraft's:
 - a. Description; and
 - b. Identification number as set forth in the watercraft's certificate of number.

(b) If after the hearing is conducted the municipal judge determines that a public nuisance as defined in this division exists, the municipal judge shall order the removal of the nuisance.

State law reference(s)—Similar provisions, Texas Transportation Code §§ 683.074(b)(2), 683.076.

Sec. 36-52. Notice to state.

Notice identifying the vehicle or part of the vehicle shall be given to the department not later than the fifth day after the date of removal.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.074(b)(3).

Sec. 36-53. Effect of relocation of vehicle.

The relocation of a junked vehicle that is a public nuisance to another location in the city after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.074(g).

Sec. 36-54. Reconstruction prohibited.

A vehicle that is removed pursuant to this division shall not be reconstructed or made operable.

State law reference(s)—Similar provisions, Texas Transportation Code § 683.074(b)(1).

See Ch. 54, Article II for additional parking regulations.

SECTION 3. If any section, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of Gatesville, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

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SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. It is officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and the public notice of the time, place and purpose of this meeting was given as required by law.

SECTION 6. This Ordinance shall become effective immediately upon its passage and approval.

The foregoing Ordinance No. 2024-__ was read the first time and passed to the second reading
this ____ day of _____, 20__.

The foregoing Ordinance No. 2024-__ was read the second time and passed to the third reading
this ____ day of _____, 20__.

The foregoing Ordinance No. 2024-__ was read the third time and was passed and adopted as an
Ordinance to the City of Gatesville, Texas, this ____ day of _____, 20__.

BY: _____
GARY M. CHUMLEY, MAYOR

ATTESTED:

APPROVED AS TO FORM AND SUBSTANCE:

HOLLY OWENS, T.R.M.C.
CITY SECRETARY

VICTORIA THOMAS
CITY ATTORNEY