

BE IT KNOWN THAT THE CITY COUNCIL OF THE CITY OF GLADEWATER, TEXAS WILL MEET IN REGULAR SESSION AT CITY HALL, 519 EAST BROADWAY, GLADEWATER, TEXAS ON THURSDAY, NOVEMBER 21, 2024, AT 6:00 P.M.

CITY OF GLADEWATER
CITY COUNCIL REGULAR SESSION
AGENDA
NOVEMBER 21, 2024
6:00 P.M.

PAGE	ITEM
	I. <u>CALL TO ORDER</u>
	a) Invocation
	b) Pledge
	II. <u>MAYOR'S COMMENTS</u> <i>The Mayor may address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Gladewater; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Gladewater that was attended or is scheduled to be attended by a City Official of the City of Gladewater; and announcements involving an imminent threat to the public health and safety of people in the City of Gladewater that has arisen after posting the agenda</i>
	III. <u>CITY MANAGER'S REPORT</u>
	a) Administrative and project updates
	b) Announcements and department updates
	IV. <u>CITIZENS COMMENTS</u>
	V. <u>CONSIDER</u> consent agenda:
1	a) Minutes – October 17, 2024
5	b) Engagement Letter from Mays & Associates for financial audit for FY 2023-2024
12	c) Short Form Agreement Between Owner and Engineer for Professional Services – 2024 TPWD Lake Gladewater Public Boating Area Improvements
21	d) Resolution R-24-11 Authorizing the Submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Community Development Fund
22	e) Ordinance O-24-16 Amending §3.01.340 – Airport Board; Created; Organization of the Gladewater Code of Ordinances
25	f) Resolution R-24-13 Approving the Gregg County Hazard Mitigation Plan
26	g) Joint Election Agreement between Kilgore College and the City of Gladewater for the May 3, 2025 General, Special, and/or Bond Election
28	VI. <u>PUBLIC HEARING</u> regarding a request to rezone property located at AB 179 L J RIGSBY SUR TR 10 SEC 3, more commonly known as 831 N. Main and 833 N. Main, and AB 7 T ALLEN SUR TR 2, more commonly known as 1201 N. Main, from residential to light commercial

- 27 VII. DISCUSS AND CONSIDER a request to rezone property located at AB 179 L J RIGSBY SUR TR 10 SEC 3, more commonly known as 831 N. Main and 833 N. Main, and AB 7 T ALLEN SUR TR 2, more commonly known as 1201 N. Main, from residential to light commercial
- 32 VIII. PUBLIC HEARING regarding a request for a Package Store (P) at ABS, A666, ALLEN, THOMPSON, TRACT 76, .244 ACRES & BLDG., more commonly known as 2179 N. Main
- 27 IX. DISCUSS AND CONSIDER a request for a Package Store (P) at ABS, A666, ALLEN, THOMPSON, TRACT 76, .244 ACRES & BLDG., more commonly known as 2179 N. Main
- 34 X. PUBLIC HEARING regarding a request for a variance to Gladewater Code of Ordinance §15.11.120(A)(9) Single Family Districts at LOTS 11-16, NCB 55, GLADEWATER, more commonly known as 118 S. Center
- 27 XI. DISCUSS AND CONSIDER a request for a variance to Gladewater Code of Ordinance §15.11.120(A)(9) Single Family Districts at LOTS 11-16, NCB 55, GLADEWATER, more commonly known as 118 S. Center
- 36 XII. PUBLIC HEARING regarding a variance to Gladewater Code of Ordinance §15.11.120(C) Single Family Districts (sq. ft.) at ABS A8 AUGUSTINE, HENRY W. TRACT 176, 1.57 ACRES & HOUSE, more commonly known as 2709 W. Gay
- 27 XIII. DISCUSS AND CONSIDER a variance to Gladewater Code of Ordinance §15.11.120(C) Single Family Districts (sq. ft.) and a replat of Meadow Vista Subdivision to include proposed portion of Lincoln Street R.O.W. conveyed to East Texas Homes at ABS A8 AUGUSTINE, HENRY W. TRACT 176, 1.57 ACRES & HOUSE, more commonly known as 2709 W. Gay
- 40 XIV. DISCUSS AND CONSIDER Resolution R-24-12 Directing Publication of Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation to the Texas Water Development Board to Provide Funds for Sewer System Improvement Projects; and resolving other matters relating to the subject
- 43 XV. DISCUSS AND CONSIDER Ordinance O-24-15 amending §15.03.170 Purpose; §15.03.180 Definitions; §15.03.190 Vacant Building Registration; §15.03.200 Fees; §15.03.210 Exemptions; §15.03.220 Appeal Process; §15.03.230 Standard of Care for Vacant Buildings; and §15.03.240 Inspections, of the Code of Ordinances of the City of Gladewater, Texas
- XVI. DISCUSS AND CONSIDER appointment to fill one vacancy on the Gladewater Municipal Airport Advisory Board
- 65 XVII. DISCUSS AND CONSIDER Resolution R-24-14 Gregg Appraisal District Board of Directors for 2025-2026 Official Ballot 2024
- XVIII. EXECUTIVE SESSION pursuant to Local Government Code
1) §551.076 – implementation of security personnel or devices

- 2) §551.071 – receive attorney briefing on Wallace v. City of Gladewater v. CenterPoint Energy Resources, Inc.; Docket number 562-21; in the 115th District Court, Upshur County
- 3) §551.087 – deliberation regarding economic development negotiation – Project 1024A
- 4) §551.072 deliberation regarding purchase, exchange, lease or value of real property – ballpark
- 5) §551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – Water Plant Supervisor

XIX. RECONVENE INTO OPEN SESSION and take any action necessary regarding

- 1) security personnel or devices
- 2) Wallace v. City of Gladewater v. CenterPoint Energy Resources, Inc.; Docket number 562-21; in the 115th District Court, Upshur County
- 3) Project 1024A
- 4) Ballpark

XX. ADJOURN

The City Council of the City of Gladewater reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters above, with respect to and as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.074 (Personnel Matters) and 551.087 (Negotiations).

PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED AUXILLARY AIDS OR SERVICES ARE REQUESTED TO CONTACT JUDY VAN HOUTEN AT (903) 845-2196 AT LEAST TWO DAYS BEFORE THIS MEETING SO THAT APPROPRIATE ARRANGEMENTS MAY BE MADE.

I CERTIFY THAT THE ABOVE NOTICE WAS POSTED AT GLADEWATER CITY HALL BY 6:00 P.M. ON MONDAY, NOVEMBER 18, 2024.


JUDY VAN HOUTEN, TRMC
CITY SECRETARY



CITY OF GLADEWATER
CITY COUNCIL REGULAR SESSION
MINUTES
OCTOBER 17, 2024
6:00 P.M.

MEMBERS PRESENT: Mayor Brandy Flanagan, Mayor Pro-tem Elijah "Sonny" Anderson, Michael Webber, Stoney Stone, Teddy Sorrells, Rocky Hawkins

MEMBERS ABSENT: Kevin Clark

STAFF PRESENT: Charlie Smith, Judy Van Houten, Brian Smith, Kyle Ready, Michael Simmons, Jason Smith, Jacob Clinton, John Freer, Courtney Carrington, Jairo Artega, Elizabeth Chacon, Ryan Roop, Michael Baggett, Tyler Sorrells

GUESTS PRESENT: Lois Reed, Mike Alston, Bryan Moya, Trecia Turner, Christian Allen, James Draper, Margaret Larkins, Sheila Faggans, Diane Turner, Amber Smith, Colin Abbott, Shelby Clinton, Dr. Ralph E. Bluett Sr., Mark Carpenter, Gianna, Saba

I. CALL TO ORDER

Mayor Flanagan called the meeting to order at 6:00 p.m.

- a) Invocation – Councilmember Sorrells
- b) Pledge – Councilmember Webber

II. MAYOR'S COMMENTS

Mayor Flanagan thanked everyone for attending the meeting. She then called on the council members to present their Community Spotlights.

Councilmember Hawkins highlighted the work that Dean Hanson does with the backpack program. He also have the Celebrate Recovery program and assists with the East Texas Food Bank giveaway each month at the rodeo grounds.

Mayor Pro-tem Anderson said the new fence going up at the airport looks great. He also complimented the public works department on the professional job they have done on S. Main Street. Mr. Anderson then complimented city secretary Judy Van Houten for everything she does assisting the council.

Councilmember Sorrells spotlighted the first responders and thanked them for their dedicated service. He said they show professionalism and that leadership matters.

Councilmember Stone said he just attended his first Texas Municipal League Conference and was able to spend time with other councilmembers and department heads. It was a very good time for continued bonding.

Councilmember Webber spoke about Chamber Executive Director Lois Reed. Gladewater is fortunate to have her as our #1 cheerleader. She is always upbeat and willing to find places for citizens to become involved in the community.

Mayor Flanagan said that Community Spotlight is geared toward focusing on the positive while working to fix the negative issues. She then displayed the previous budget book and our current (new) budget book and highlighted the incredible transformation done by City Treasurer Meghan Davis. She did a fantastic job putting together the much-improved budget book this year.

Upcoming Events: 1) City Wide Clean-up 10/19; 2) Early voting 10/21 – 11/1 and election day 11/5; 3) Lions Club Turkey Shoot and GALA bake sale 11/16; 4) Reception to welcome the new EDC Director Anna Conlan 10/21; 5) Trick or Treat Event @ Broadway 10/26; 6) Holiday Open House 11/9 in downtown; 7) Wreaths Across America 12/14 beginning at the War Memorial.

Mayor Flanagan then thanked the Gladewater Area Ladies Association for hosting Congressman Nathaniel Moran in a Town Hall Meeting on Tuesday, October 15th.

III. CITY MANAGER'S REPORT

City Manager Smith reminded everyone that we are now under a burn ban. He said progress is being made on the lake store renovations. The new lake store operator is working with the ATF to move forward with moving his firearms sales to the store. SWEPCO is aware of the lighting issues at the lake park and pickle ball courts. They are working a skeleton crew in our area right now because of the storms in the east. Public Works employees are working on sewer and water line repairs. The airport fence is in progress. It should be completed next week. Our sales tax is up 16%. We just found out we were approved for the 4.1 million TWDB funds. And finally, we have started the application process for the CDBG grant that will rehab Anderson Lane and provide much needed upgrades at the water plant.

IV. CITIZENS COMMENTS

Lois Reed reminded everyone about the upcoming Trick or Treat event and Wreaths Across America. We still need donations to purchase the wreaths. Last year we funded 400 wreaths and we need more this year. They are \$17 each if anyone is interested in donating. Bob Mauldin with Expedition Texas has the Gladewater Spotlight video going. It received 4,200 views in just 2 days.

Sheila Faggans invited everyone to attend and participate in the 5K Run & Walk with all proceeds going to the Cancer Center. The event will be held on Saturday, November 2nd beginning at Lake Gladewater park.

V. CONSIDERATION of consent agenda:

- a) Minutes – August 15, 2024, September 17, 2024 and September 19, 2024
- b) Investment Report for quarter ending September 30, 2024
- c) FY 2025 Interlocal Agreement for Emergency Services Between Upshur County ESD #1 and City of Gladewater
- d) 2024 Property Tax Roll Approval – Gregg County
- e) Agreement between the City of Gladewater and Gregg County regarding funding for Lee-Bardwell Public Library for fiscal year 2024-2025

Councilmember Sorrells made a motion to approve the consent agenda as presented; seconded by Councilmember Webber. Motion carried 6-0.

VI. DISCUSS AND CONSIDER approval of Veterans Day as a City Holiday for November 11, 2024

City Manager Smith asked that the council approve adding Veterans Day as a city holiday for 2024. City Clerk Van Houten said the change would be for 2024 only until the personnel policy is amended.

Councilmember Stone made a motion to approve Veterans Day as a city holiday for 2024; seconded by Councilmember Sorrells. Motion carried 6-0.

VII. UPDATE regarding amending vacant building ordinance

City Clerk Van Houten said the committee met and suggested changes to the current vacant building ordinance. Those changes were given to our city attorney. He recommended further changes, which have been incorporated and given to Chief Building Officer Harrison, to forward to the committee for additional review. The plan is to have a final version of the ordinance before the council for approval at their regular November meeting.

VIII. DISCUSS creation of a vape shop ordinance

Mayor Flanagan said there will be no action on this item as further research is needed first.

IX. DISCUSS AND CONSIDER Airport Board recommendation to fill one board vacancy

City Clerk Van Houten stated that the Airport Board made a recommendation to appoint Cori Todd if there was no rule preventing a business owner at the airport from serving. After further review there is wording in the Code of Ordinances that would prevent anyone who owns a business located at the airport from serving on the board. That rule has not been adhered to recently. Councilmember Hawkins further explained that the fuel service is operated by the wife of a board member. The suggestion is to amend the ordinance to remove that wording. Ms. Van Houten suggested that the council could instruct her to prepare an amended ordinance to bring back in the November meeting and that action could be taken then regarding the amended ordinance and board appointment.

No action taken on this item.

X. DISCUSS AND CONSIDER Meadow Vista Subdivision to include proposed portion of Lincoln Street R.O.W. conveyed to East Texas Homes

City Manager Smith stated that he received a call regarding drainage concerns.

Mike Alston with East Texas Homes and George Taylor who prepared the subdivision plat introduced themselves. Mr. Smith asked them if a topography map could be prepared. They agreed that it would be prepared. Mr. Taylor said that a drainage plan can be designed. He further requested a set-back variance on one of the lots. Mayor Flanagan stated that the council can only act on the item as listed on the agenda. Mr. Smith said that a variance request would have to go to the Planning & Zoning Commission before coming back to the council.

Trecia Turner, adjacent property owner, stated that there is already a flooding issue when it rains and she is concerned about additional flooding with the new buildings. She also questioned having Lincoln Street extended and so close to her house. Mayor Flanagan suggested that Ms. Turner, Mr. Alston, and Mr. Taylor meet at the property so that there is a clearer picture of the proposed changes.

No action taken on this item.

XI. DISCUSS AND CONSIDER purchase of equipment for public works

City Manager Smith said we are currently renting a skid steer. He would like to purchase one, along with the attachments we are leasing separately, for \$108,568. He recommended a 5-year finance term for the equipment.

Councilmember Webber made a motion to approve financing the purchase of a skid steer for \$108,568 for 5 years at 6.4% interest, and to authorize City Manager Smith to sign the paperwork; seconded by Mayor Pro-tem Anderson. Motion carried 6-0.

XII. DISCUSS AND CONSIDER purchase of additional mowing equipment

City Manager Smith said we have gotten many compliments on the mowing being done by our public works employees. We need additional equipment, and he recommends purchasing the equipment from our previously contracted mowing company for \$56,400. The equipment includes a 2022 Dodge pick-up truck, a John Deere Z970 Z-Track mower/tractor, a John Deere Z930 Z-Track mower/tractor, and an 18' landscape trainer. Again, he would like to finance the purchase for 2 years. He has already spoken with the bank, and they have the paperwork ready if approved.

Councilmember Webber made a motion to purchase the above-mentioned equipment for \$56,400 financed for 2 years at 6.4% interest, and to authorize City Manager Smith to sign the paperwork; seconded by Councilmember Hawkins. Motion carried 6-0.

CITY OF GLADEWATER
CITY COUNCIL REGULAR SESSION
MINUTES
OCTOBER 17, 2024
PAGE 4

XIII. EXECUTIVE SESSION pursuant to Local Government Code:

- 1) §551.072 deliberation regarding purchase, exchange, lease or value of real property – ballpark
- 2) §551.074 personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – Police Chief

Mayor Flanagan recessed the meeting into executive session at 7:00 p.m.

XIV. RECONVENE INTO OPEN SESSION and take any action necessary regarding:

- 1) Ballpark
- 2) Police Chief

Mayor Flanagan reconvened the meeting into open session at 7:28 p.m.

- 1) Councilmember Sorrells made a motion to give City Manager Smith the authority to have a survey done on the boundary issue property; seconded by Councilmember Stone. Motion carried 6-0.
- 2) Councilmember Stone made a motion to hire James Kyle Ready as City of Gladewater Police Chief at the recommendation of City Manager Smith; seconded by Mayor Pro-tem Anderson. Motion carried 6-0.

Police Chief Kyle Ready received a standing round of applause and congratulations.

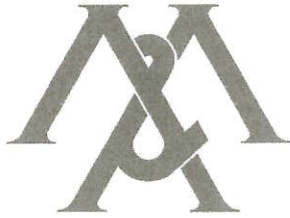
XV. ADJOURN

Councilmember Sorrells made a motion to adjourn the meeting at 7:33 p.m.; seconded by Mayor Pro-tem Anderson. Meeting adjourned by consensus.

BRANDY J. FLANAGAN
MAYOR

ATTEST:

JUDY VAN HOUTEN, TRMC
CITY SECRETARY



MAYS & ASSOCIATES^{PLLC}
CERTIFIED PUBLIC ACCOUNTANTS

November 15, 2024

To the City Council Members
City of Gladewater, Texas
519 E. Broadway Ave.
Gladewater, Texas 75647

We are pleased to confirm our understanding of the services we are to provide the City of Gladewater, Texas (the City) for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule(s)
- GASB-required Supplementary Pension and OPEB Schedules (if applicable)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists.

Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Revenue recognition

Audit Procedures - Internal Control

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate

corrective action plan. The summary schedule of prior audit findings should be available for our review prior to release of the report.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mays & Associates, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the requesting agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mays & Associates, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the agency or designee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in December 2024 and to issue our reports no later than March 31, 2025. Albert Garcia will be the engagement partner and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We presently anticipate our fees for the financial audit will range from \$23,000 to \$25,000; charges for the additional services related to the Single Audit Act will range from \$4,000 to \$5,000, for a total fee of \$27,000 to \$30,000. We estimate our out-of-pocket costs to range between \$250 and \$500. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,


Mays & Associates, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Gladewater, Texas.

By: _____

Title: _____

Date: _____

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of Gladewater ("Owner") and Schaumburg & Polk, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: 2024 TPWD Lake Gladewater Public Boating Area Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Engineer's services are described in the attached 3-page "Specific Scope of Work" document dated October 11, 2024. The proposal is Exhibit "A" to this Agreement and becomes a binding part of this Agreement.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: _____. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$54,890.00.
2. In addition to the Lump Sum amount, reimbursement for the following expenses: None.

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*


- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Gladewater

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer: Schaumburg & Polk, Inc.

By:  _____
Print name: Travis Reed
Title: Vice President
Date Signed: 10/17/2024

Engineer License or Firm's Certificate No. (if required):

F-00520

State of: Texas

Address for Owner's receipt of notices:

519 E. Broadway
Gladewater, TX 75647

Address for Engineer's receipt of notices:

320 S. Broadway
Suite 200
Tyler, TX 75701

EXHIBIT A
Specific Scope of Work
City of Gladewater
2024 TPWD Lake Gladewater Public Boating Area Improvements
October 21, 2024

General Description: This project includes professional design, bidding, and construction phase services for a TPWD Boating Access project at City Lake Park in Gladewater, TX.

Project's major design elements include stabilization of slope above the sidewalk that leads from the parking lot to the boat ramp, remove and replace damaged and failing docking on mooring station and remove and replace boardwalk from ramp west toward cove launch.

BASIC SERVICES

1. Planning

- A. Meet with the Owner to determine specific requirements and available data for the project.
- B. Field data collection as required, by the Engineer, for design (Engineer responsible for costs).
- C. Develop a schematic level design of the proposed improvements.
- D. Develop a construction estimate based on the schematic level design.
- E. Review design and estimate with the Owner and revise as necessary to address any comments.
- F. Prepare and submit Cultural Resources Survey.
- G. Prepare and submit Army Corps of Engineers Permit.
- H. Prepare and submit Antiquities Permit.
- I. Prepare and submit IPAC Report.

2. Preliminary Design

- A. Develop a preliminary design of the proposed improvements.
- B. Develop a construction estimate based on the preliminary design.
- C. Review preliminary design and estimate with the Owner and revise as necessary to address any comments.

3. Final Design

- A. Once preliminary design is accepted by the Owner, prepare final plans, specifications, and contract documents necessary for bidding and construction of the project as developed in the Preliminary Design Phase.
- B. Review final plans and specifications with Owner and revise as necessary to address any comments.
- C. Submit final plans and specs to TPWD and any other required regulatory reviewer. Respond to review questions or comments.
- D. Prepare final signed and sealed plans, specifications, and contract documents required for bidding.

4. Bidding

- A. Provide contract documents and assist Owner in bidding project.
- B. Advertise in newspaper (Owner responsible for advertisement costs).
- C. Advertise in on-line plan rooms.
- D. Print and distribute Plans and Contract Books to responsive contractors.
- E. Issue addenda as necessary.
- F. Conduct bid opening and evaluate and tabulate bids.
- G. Review qualifications of the Contractor and present findings to the Owner.
- H. Coordinate execution of construction contracts between the Contractor and the Owner.

5. Construction Phase

- A. Conduct a Pre-Construction Meeting prior to commencement of work
- B. Receive, review, and determine the acceptability of all schedules that the Contractor is required to submit.
- C. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed work.
- D. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the Contractor's work.
- E. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
- F. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other data which Contractor is required to submit.
- G. Evaluate and determine the acceptability of substitute or "or-equal" materials and methods proposed by Contractor.
- H. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
- I. Coordinate materials testing as necessary (Owner responsible for any material testing costs)
- J. Process Contractor's pay applications.
- K. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- L. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Engineer's working plan set, and the Construction Representative's field set of plans.

ENGINEER PROJECT DELIVERABLES

- 1. Schematic Level Plans and Estimate for Review
- 2. Preliminary Plans and Estimate for Review
- 3. Unsigned Final Design Plans, Specifications, Estimate, and Contract Documents for Review
- 4. Final Signed and Sealed Plans, Specifications, and Contract Documents
- 5. As-Built Drawings

COST RESPONSIBILITIES OF ENGINEER

1. Costs for any field data collection necessary for design

COST RESPONSIBILITIES OF OWNER

1. Any construction material testing costs
2. Newspaper advertisement costs
3. Any necessary boundary survey or land acquisition
4. Any costs associated with the relocation of franchise utilities
5. Environmental Assessment (Including Section 7 Consultation, National Environmental Policy Act) (if required)
6. Additional Cultural Resource Survey Testing (if required by THC, USFWS, or USACE)
7. USACE individual permit
8. TDLR review costs

END OF 3-PAGE SPECIFIC SCOPE OF WORK

RESOLUTION R-24-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLADEWATER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of Gladewater desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Gladewater to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Community Development Fund.
2. That the City of Gladewater commits to dedicating no less than 51 % of grant funds for activities identified by the state planning region as First Priority.
3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
4. That the City of Gladewater is committing to provide \$75,000.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this 21st day of November, 2024.

Brandy Flanagan
Mayor

Judy Van Houten, TRMC
City Secretary

**GLADEWATER
ORDINANCE O-24-16**

**AN ORDINANCE OF THE GLADEWATER CITY COUNCIL AMENDING
§3.01.340 - AIRPORT BOARD; CREATED; ORGANIZATION OF THE CODE OF
ORDINANCES OF THE CITY OF GLADEWATER, TEXAS, PROVIDING FOR A
SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City Council of the City of Gladewater, Texas desires to amend §3.01.340 of the City of Gladewater Code of Ordinances as contained in this ordinance.

NOW THEREFORE, be it ordained by the Council of the Gladewater, in the State of Texas, as follows:

SECTION 1: **AMENDMENT** “3.01.340 Created; Organization” of the Gladewater Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

3.01.340 Created; Organization

- A. There is hereby created the Gladewater Municipal Airport Advisory Board, herein referred to as the “Airport Board,” to be composed of seven members, each of whom shall meet eligibility requirements provided in GMC 3.01.020. Members shall serve without pay.
- B. Airport Board members shall be appointed for two-year terms, and shall serve until their successors are appointed. Members of the Airport Board shall be nominated by the Board and approved by a majority of the Council before becoming a member thereof. Four members shall be appointed in odd-numbered years and three members shall be appointed in even-numbered years. Appointments shall be made at the City Council’s regular meeting in April of each year. Any member of the Airport Board may be removed from office at any time by a majority vote of the Council without any reason given therefor.
- C. No person having any financial interest in any commercial carrier by air, or in any concession, right, or privilege to conduct any business or render any service for compensation upon the premises of the Gladewater Municipal Airport shall be eligible for membership on Airport Board.
- D. All vacancies occurring on the Board shall be filled by a nomination from the Board and appointment by a majority of the Council and shall be for the remainder of the term of the vacating member.
- E. Every member shall complete Open Meetings Act training within 90 days of taking office as prescribed by Tex. Gov’t Code § 551.005.

(Ord. 86-10, passed 9-11-86; Am. Ord. O-13-06, passed 8-15-13)

AFTER AMENDMENT

3.01.340 Created; Organization

- A. There is hereby created the Gladewater Municipal Airport Advisory Board, herein referred to as the "Airport Board," to be composed of seven members, each of whom shall meet eligibility requirements provided in GMC 3.01.020. Members shall serve without pay.
- B. Airport Board members shall be appointed for two-year terms, and shall serve until their successors are appointed. Members of the Airport Board shall be nominated by the Board and approved by a majority of the Council before becoming a member thereof. Four members shall be appointed in odd-numbered years and three members shall be appointed in even-numbered years. Appointments shall be made at the City Council's regular meeting in April of each year. Any member of the Airport Board may be removed from office at any time by a majority vote of the Council without any reason given therefor.
- C. ~~No person having any financial interest in any commercial carrier by air, or in any concession, right, or privilege to conduct any business or render any service for compensation upon the premises of the Gladewater Municipal Airport shall be eligible for membership on Airport Board.~~
- D. All vacancies occurring on the Board shall be filled by a nomination from the Board and appointment by a majority of the Council and shall be for the remainder of the term of the vacating member.
- E. Every member shall complete Open Meetings Act training within 90 days of taking office as prescribed by Tex. Gov't Code § 551.005.

(Ord. 86-10, passed 9-11-86; Am. Ord. O-13-06, passed 8-15-13)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in full force and effect from November 21, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE GLADEWATER COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Brandy J. Flanagan	_____	_____	_____	_____
Mayor Pro-tem Elijah Anderson	_____	_____	_____	_____
Councilmember Michael Webber	_____	_____	_____	_____
Councilmember Stoney Stone	_____	_____	_____	_____
Councilmember Teddy Sorrells	_____	_____	_____	_____
Councilmember Rocky Hawkins	_____	_____	_____	_____
Councilmember Kevin Clark	_____	_____	_____	_____

Attest

Presiding Officer

Judy Van Houten, City Secretary,
Gladewater

Brandy J. Flanagan, Mayor,
Gladewater

RESOLUTION R-24-13
FOR CITY OF GLADEWATER

APPROVAL OF HAZARD MITIGATION PLAN

WHEREAS, natural hazards in the City of Gladewater area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Gladewater has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Gregg County Hazard Mitigation Plan outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Gregg County Hazard Mitigation Plan is approved in its entirety;
2. The City of Gladewater will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The City of Gladewater vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration; and
4. The City of Gladewater to take such other action as may be reasonably necessary to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

ADOPTED this 21st day of November 2024.

Brandy J. Flanagan
Mayor

Attest:

Judy Van Houten, TRMC
City Secretary

JOINT ELECTION AGREEMENT
Between
Kilgore College (KC) and the
City of Gladewater (City)

BY THE TERMS OF THIS AGREEMENT, KC, a local political subdivision, and the City do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election of the General/Special/Bond Election of KC and the General/Special/Bond Election of the City to be held on Saturday, May 3, 2025.

KC and the City shall share equally (according to the percentages set forth in the Joint Election Contract) in the expense of the early voting and election day polling locations, ballot programming, payroll of election workers, and other costs common to both elections upon receipt of satisfactory billing and invoices from the City reflecting the total of such expenses.

KC understands that the City has contracted with other local political subdivisions. KC acknowledges, and does hereby give their consent, that such other local political subdivisions may use one or more of the same early voting locations, voting equipment, and the services of the early voting deputies and one or more of the same Election Day polling locations, voting equipment, and the services of the election workers.

In the event KC cancels its election, the election will be conducted at the same location(s) as planned with the City paying all expenses for conducting the election.

This Agreement shall be valid until one of the Entities gives a 30-day notice to the other Entity that it no longer wishes to participate in the Agreement.

APPROVED by vote of the KC Board of Trustees on the 16th day of December, 2024.

KILGORE COLLEGE

President, Board of Trustees

APPROVED by vote of the City of Gladewater on the ____ day of _____, 20____.

CITY OF GLADEWATER

Mayor



MEMO

AGENDA DATE: November 18, 2024

DEPARTMENT: Administration

CONTACT: Judy Van Houten, City Secretary *sv*

SUBJECT: Discuss, consider, and take action, as necessary, regarding:

1. request to rezone property located at AB 179 L J RIGSBY SUR TR 10 SEC 3, more commonly known as 831 N. Main and 833 N. Main, and AB 7 T ALLEN SUR TR 2, more commonly known as 1201 N. Main, from residential to light commercial – **P&Z unanimously recommended that the rezoning be approved.**
2. request for a Package Store (P) at ABS, A666, ALLEN, THOMPSON, TRACT 76, .244 ACRES & BLDG., more commonly known as 2179 N. Main – **P&Z unanimously recommended that the Specific Use Permit be approved.**
3. request for a variance to Gladewater Code of Ordinance §15.11.120(A)(9) Single Family Districts at LOTS 11-16, NCB 55, GLADEWATER, more commonly known as 118 S. Center – **P&Z unanimously recommended that the variance be approved.**
4. variance to Gladewater Code of Ordinance §15.11.120(C) Single Family Districts (sq. ft.) at ABS A8 AUGUSTINE, HENRY W. TRACT 176, 1.57 ACRES & HOUSE, more commonly known as 2709 W. Gay – **P&Z recommended that the variance be approved by a vote of 4-1.**



P.O. Box 1725, Gladewater, TX 75647

(903) 845-2196 (903) 845-6891 fax

APPLICATION FOR ZONING CHANGE

Applicant: Glenn Harold Simmons Phone: _____

Mailing Address: 204 E Kaufman Street, Gilmer, TX 75644-2328

Property Physical Address: 831 N Main Street, Gladewater, TX 75647

Property Description: 0.77 acres of land across from the SH 271 & Loop 485 intersection. Current land use is single family.

Interest in Property: X Owner Agent Lease Other (describe)

Reason for Request: Rezoning property ID 25239 to Commercial (C-2).

Proposed Use of Property: Convenience store and gas station with side diesel.

DocuSigned by:
Owner's Signature: Harold Glenn Simmons Date: 9/23/2024 | 7:56 AM PDT
C6A250519C8445B...

Agent Certification: I, _____, do hereby certify that I am authorized to act on behalf of _____, owner of the above referenced property in making this application.

Signature: _____ Date: _____

Rec. 9-30-24 EV

28



P.O. Box 1725, Gladewater, TX 75647

(903) 845-2196 (903) 845-6891 fax

APPLICATION FOR ZONING CHANGE

Applicant: Randall Everett Yauch, Jr Phone: _____

Mailing Address: 1201 North Main Street, Gladewater, TX 75647

Property Physical Address: 833 N Main Street, Gladewater, TX 75647

Property Description: 0.63 acres of land across from the SH 271 & Loop 485 intersection. Current land use is single family.

Interest in Property: X Owner Agent Lease Other (describe)

Reason for Request: Rezoning property ID 85012 to Commercial (C-2).

Proposed Use of Property: Convenience store and gas station with side diesel.

Owner's Signature: [Signature]

Date: 9/24/2024

Agent Certification: I, _____, do hereby certify that I am authorized to act on behalf of _____, owner of the above referenced property in making this application.

Signature: _____

Date: _____

Rec. 9-30-24 EV

21



P.O. Box 1725, Gladewater, TX 75647

(903) 845-2196 (903) 845-6891 fax

APPLICATION FOR ZONING CHANGE

Applicant: Randall Everett Yauch Jr. & Crystal Lynn Sawyer Phone: _____

Mailing Address: 1201 N Main Street, Gladewater, TX 75647

Property Physical Address: 1201 N Main Street, Gladewater, TX 75647

Property Description: Portion of a 16.72-acre tract of land approximately 200' North of the SH 271 & Loop 485 intersection. The majority of the property is vacant/undeveloped with a few existing buildings.

Interest in Property: ☒ Owner ☐ Agent ☐ Lease ☐ Other (describe)

Reason for Request: Rezoning a portion of property ID 10097 to Commercial (C-2).

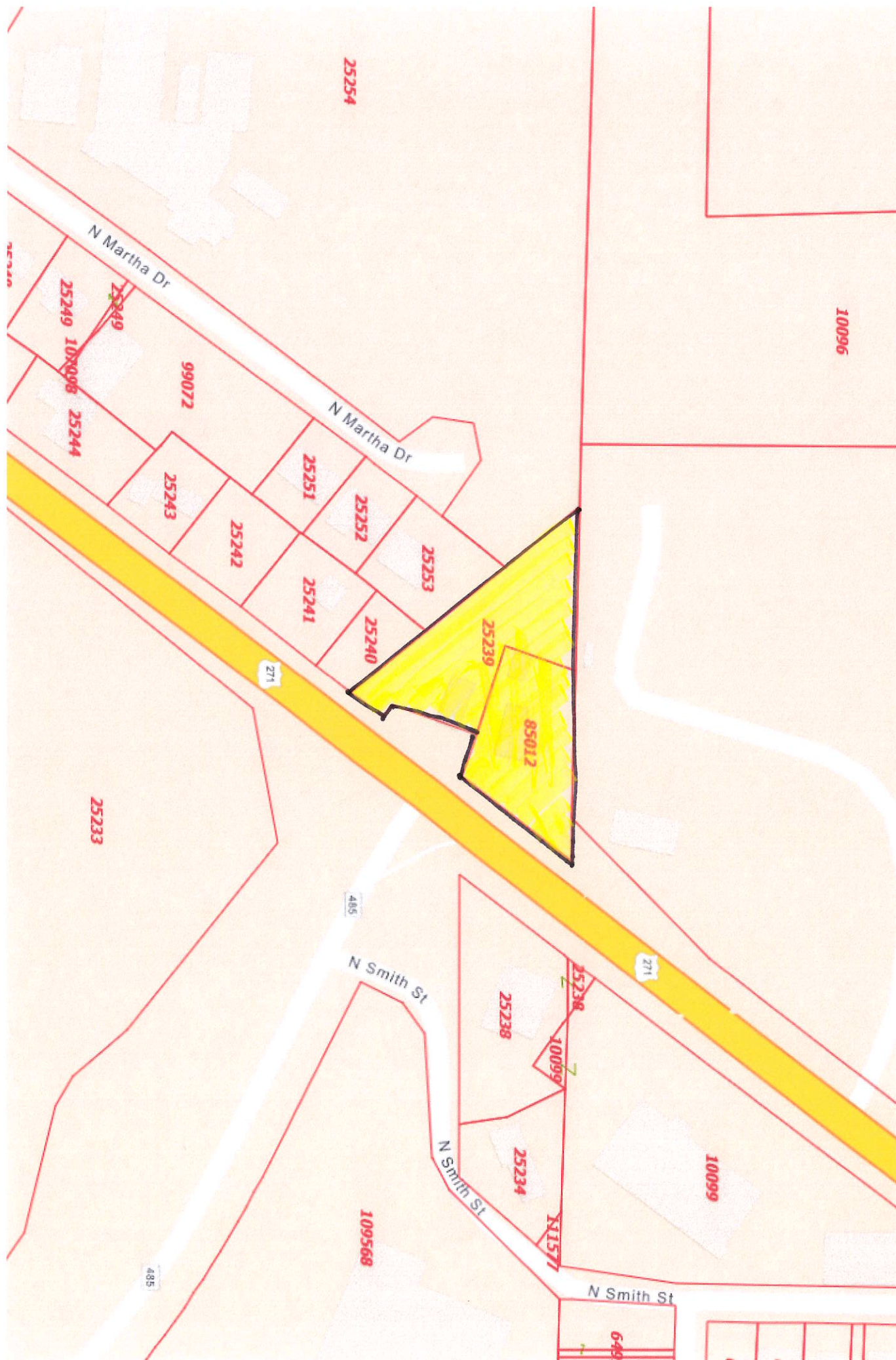
Proposed Use of Property: Convenience store and gas station with side diesel.

Owner's Signature:  Date: 9/24/2024

Agent Certification: I, _____, do hereby certify that I am authorized to act on behalf of _____, owner of the above referenced property in making this application.

Signature: _____ Date: _____

Rec. 9-30-24 EV



CITY OF GLADEWATER, TEXAS

SPECIFIC USE PERMIT
APPLICATION

Application is hereby made to the Planning & Zoning Commission and the Gladewater City Council for a Specific Use Permit as set forth hereinafter.

APPLICANT Kerime Cardenas PHONE: 903-2159228

MAILING ADDRESS 332 Short Rd. Gilmer Tx 75645

PROPERTY ADDRESS: 2179 N. main (HWY 271) Gladewater TX. 75645

LEGAL DESCRIPTION ABS, A666 Allen, Thompson, Tract 76, .244 Acres &
(attach plat) Bldg.

APPLICANT'S INTEREST IN PROPERTY Owner.
(owner, agent, lease, etc.)

REASON FOR REQUEST Requested by the city.
(current zoning and/or restrictions)

TABC LICENSE APPLYING FOR (if applicable) package store permit (P).

PROPOSED USE OF PROPERTY Liquor Store

ARE THERE ANY DEED RESTRICTIONS WHICH WOULD PREVENT THIS PROPERTY FROM BEING USED IN THE MANNER HEREIN PROPOSED?

YES ☒ NO PLEASE EXPLAIN Barneri

OWNER'S SIGNATURE Barneri DATE 10-24-2024

MAILING ADDRESS _____

The following is to be completed if a person other than the owner is making this application.

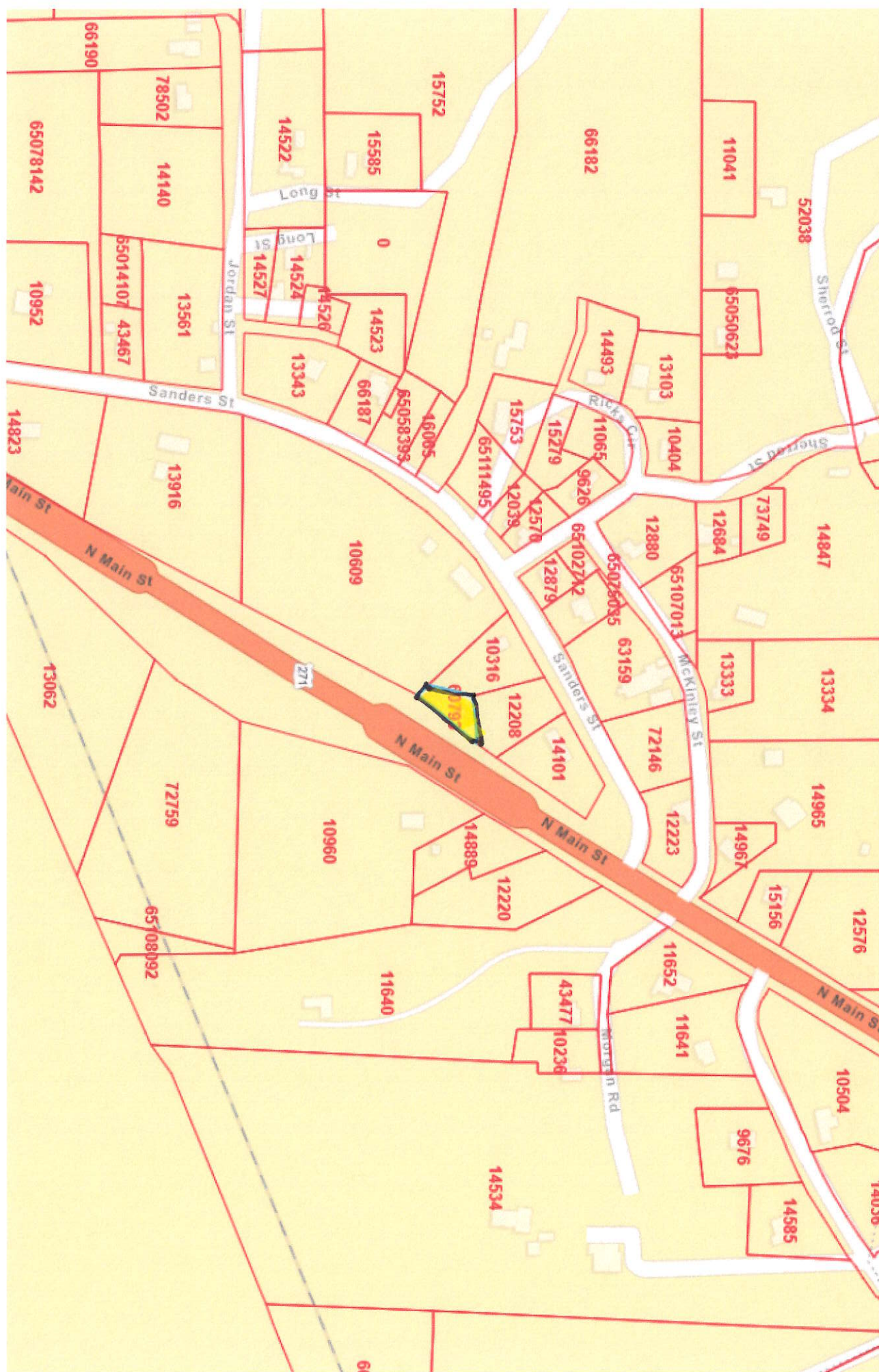
I, _____, do hereby certify that I am authorized to act for
_____, the owner of the above named property in making
this application.

Barneri
APPLICANT'S SIGNATURE

10-24-2024
DATE

Application fee: \$175.00

Rec. 10-24-24 8/





P.O. Box 1725, Gladewater, TX 75647

(903) 845-2196 (903) 845-6891 fax

APPLICATION FOR VARIANCE REQUEST

Applicant: Danny & Jodi Darden Phone: 903-720-3846

Mailing Address: P.O. Box 887
Gladewater, TX 75647

Property Physical Address: 118 S. Center St., Gladewater

Property Description: Lots 11-16, NCB 55, Gladewater

Interest in Property: ☒ Owner ☐ Agent ☐ Lease ☐ Other (describe)

Reason for Request: required by city code

Proposed Use of Property: new construction. multi-use guesthouse.

Owner's Signature: Eva J. Darden Date: 10-24-2024

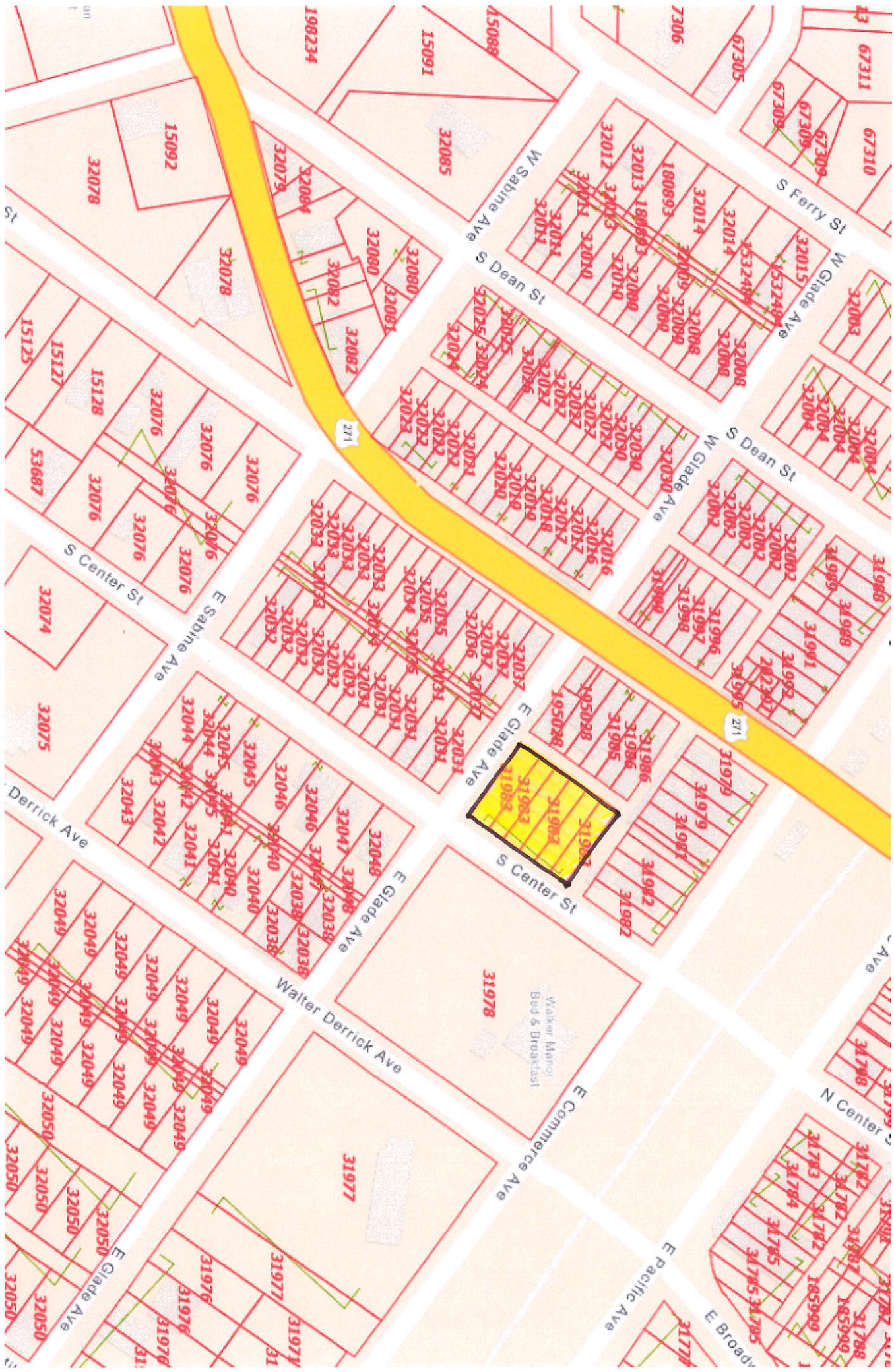
Agent Certification: I, _____, do hereby certify that I am authorized to act on behalf of _____, owner of the above referenced property in making this application.

Signature: Eva J. Darden Date: 10-24-2024

RETURN APPLICATION WITH A PLAT OF SUBJECT PROPERTY AND APPLICATION FEE OF \$175 TO JUDY VAN HOUTEN, CITY SECRETARY.

Rec. 10-24-24 SV

31





P.O. Box 1725, Gladewater, TX 75647

(903) 845-2196 (903) 845-6891 fax

APPLICATION FOR VARIANCE REQUEST

Applicant: EAST TEXAS HOMES Phone: 903-720-7679
Mailing Address: 1503 JUDSON RD
LONGVIEW, TX 75601
Property Physical Address: 2709 W. GAY GLADEWATER 75647
Property Description: RESIDENCE & LOTS

Interest in Property: ☒ Owner ☐ Agent ☐ Lease ☐ Other (describe)

Reason for Request: REPLACING INTO LOTS. NEED
A 55 FT VARIANCE ON 3 LOTS
Proposed Use of Property: SINGLE FAMILY HOMES

Owner's Signature: [Signature] Date: 10/24/24

Agent Certification: I, M. W. HORN, do hereby certify that I am authorized to act on behalf of EAST TEXAS HOMES, owner of the above referenced property in making this application.

Signature: [Signature] Date: 10/24/24

RETURN APPLICATION WITH A PLAT OF SUBJECT PROPERTY AND APPLICATION FEE OF \$175 TO JUDY VAN HOUTEN, CITY SECRETARY.

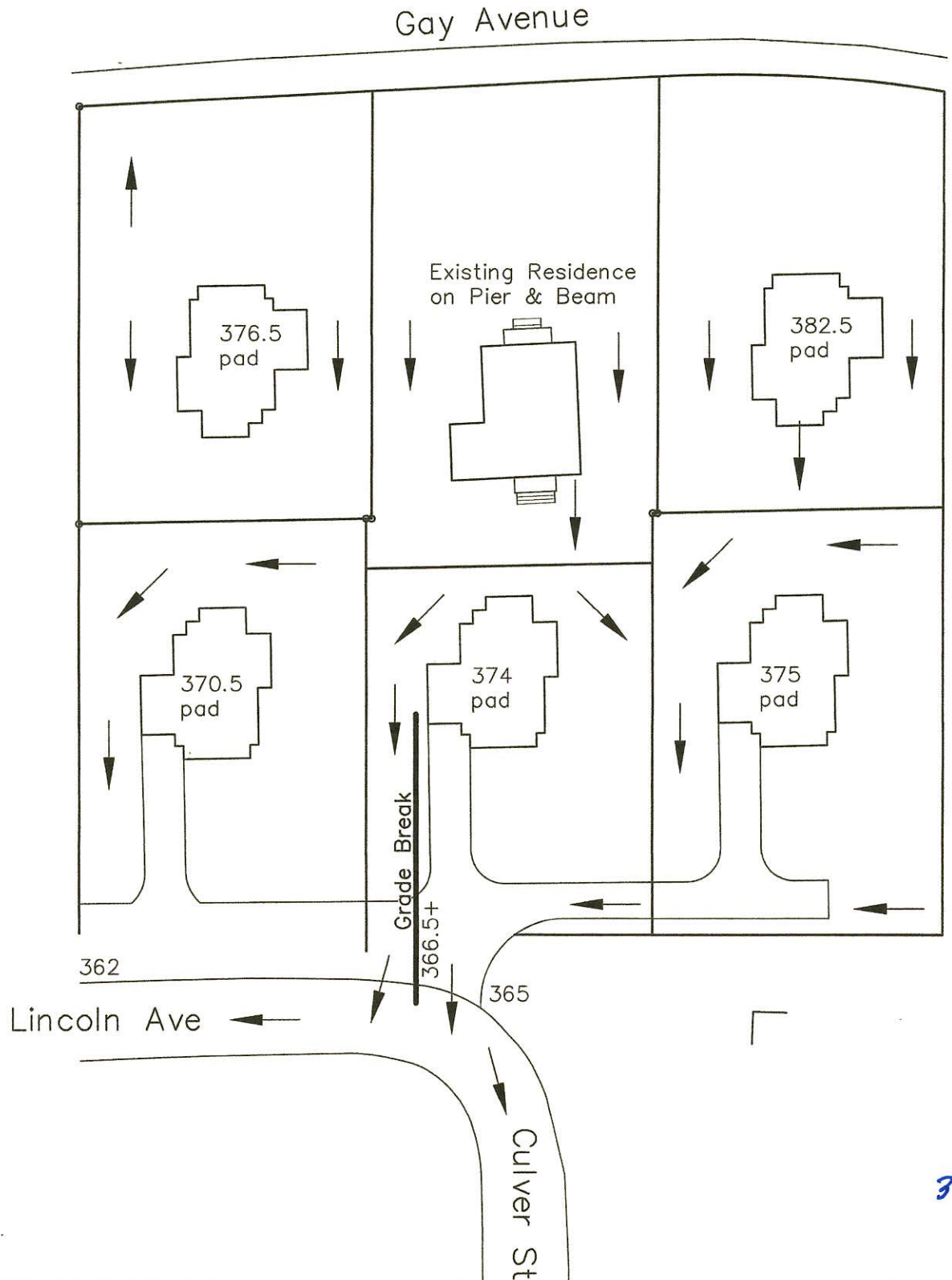
Rec. 10-24-24 - 88

36

Proposed Drainage Plan for the
Proposed Meadow Vista Subdivision



Scale: 1" = 30'
Job No. 240565
Firm #10050300

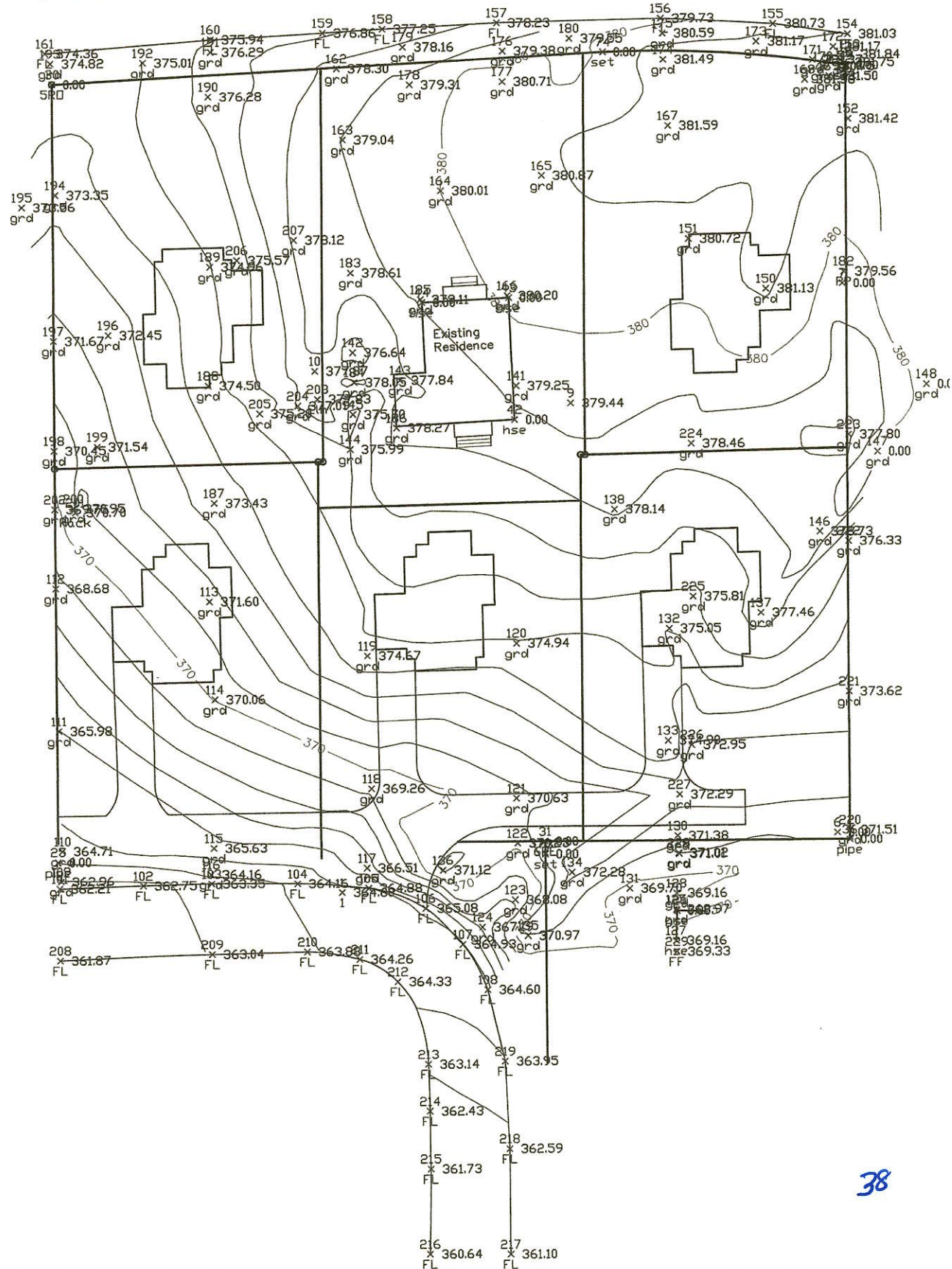


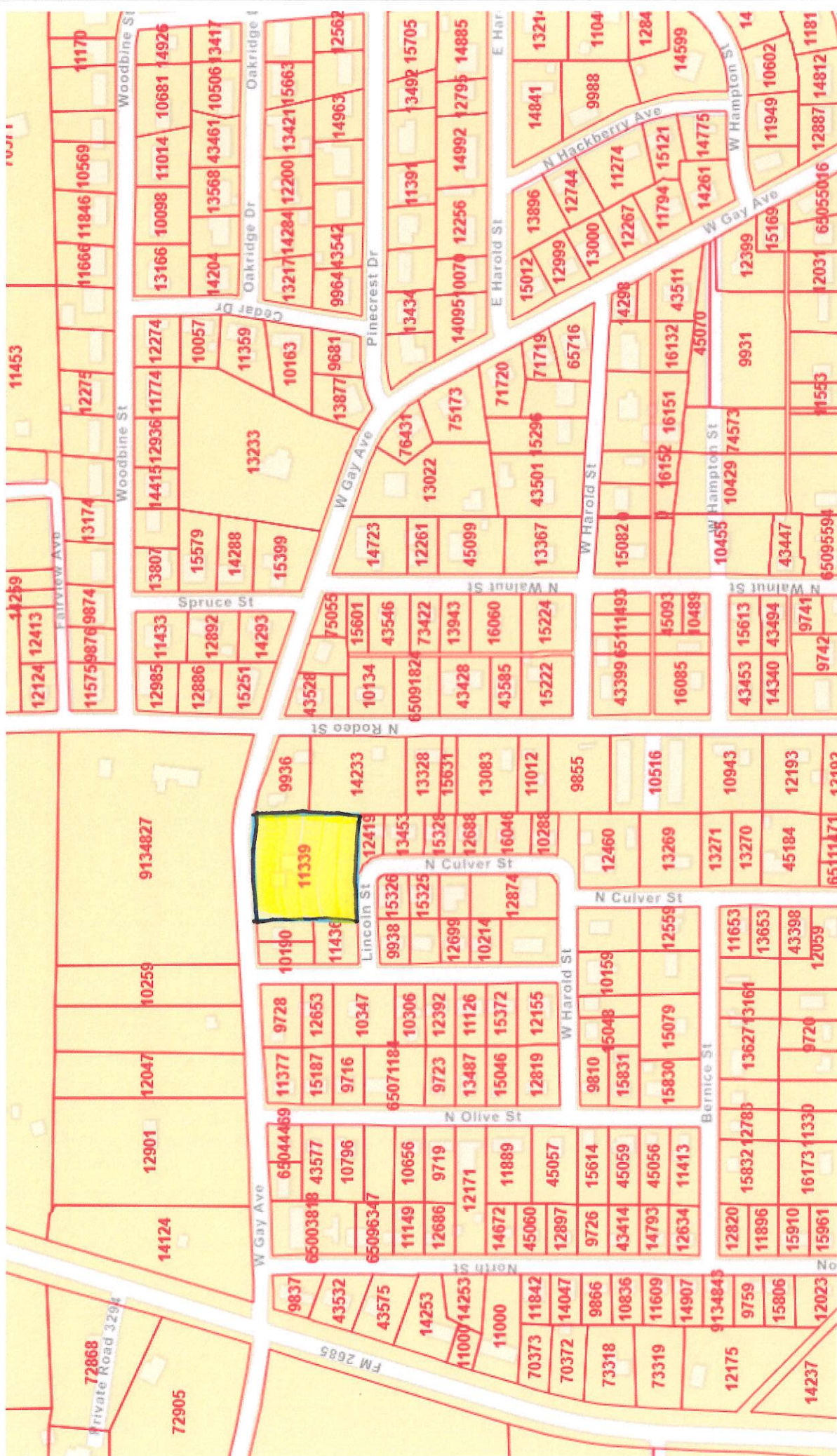
Topography Plan of the Proposed Meadow Vista Subdivision



Scale: 1" = 30'
Job No. 240565
Firm #10050300

8
x 0.00.95





RESOLUTION R-24-12

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD TO PROVIDE FUNDS FOR SEWER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Council deems it advisable to authorize publication of notice of intent to issue certificates of obligation for the purposes hereinafter set forth; and

WHEREAS, the City of Gladewater (the "City") expects to pay expenditures in connection with the projects described in "Exhibit A" to this Resolution prior to the issuance of the certificates of obligation hereinafter described;

WHEREAS, this City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described certificates of obligation;

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Clerk shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the City maintains an Internet website, continuously on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

Section 3. All costs to be reimbursed pursuant hereto will be capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLADEWATER,
TEXAS, this 21st day of November 2024.

Brandy J. Flanagan
Mayor

ATTEST:

Judy Van Houten, TRMC
City Secretary

[CITY SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION TO PROVIDE FUNDS FOR SEWER SYSTEM IMPROVEMENT PROJECTS

NOTICE IS HEREBY GIVEN that the City Council of the City of Gladewater, Texas, at its meeting to commence at 6:00 P.M. on January 16, 2025, at City Hall, 519 E. Broadway, Gladewater, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$3,100,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the City's sewer system, including repairs, rehabilitation and/or improvement to multiple lift station, including the relocation thereof, wastewater treatment plant, sewer lines, pipes, valves, related infrastructure improvements, and development of an asset management plan; and (ii) legal, fiscal and engineering fees in connection with such projects. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date for the certificates is August 15, 2054. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$4,939,486. The current principal of all outstanding debt obligations of the City is \$14,417,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$18,640,444. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF GLADEWATER, TEXAS

**GLADEWATER
ORDINANCE O-24-15**

AN ORDINANCE OF THE CITY OF GLADEWATER, TEXAS AMENDING §15.03.170 PURPOSE; §15.03.180 DEFINITIONS; §15.03.190 VACANT BUILDING REGISTRATION; §15.03.200 FEES; §15.03.210 EXEMPTIONS; §15.03.220 APPEAL PROCESS; §15.03.230 STANDARD OF CARE FOR VACANT BUILDINGS; AND §15.03.240 INSPECTIONS, OF THE CODE OF ORDINANCES OF THE CITY OF GLADEWATER, TEXAS; PROVIDING FOR SEVERABILITY, A REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Gladewater, Texas desires to amend and repeal portions of the Code of Ordinance as follows:

NOW THEREFORE, be it ordained by the Council of the Gladewater, in the State of Texas, as follows:

SECTION 1: AMENDMENT “15.03.170 Purpose” of the Gladewater Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

15.03.170 Purpose

- A. The purpose of this subchapter is to establish a program for identifying and registering vacant buildings; in the Main Street District, to determine and establish the responsibilities of owners of said structures; to ensure vacant buildings are maintained in compliance with applicable city code; and to encourage their rehabilitation in efforts to minimize wider community deterioration.
- B. The City Council has determined the presence of vacant buildings creates blight. It is recognized blight lowers property values; leads to deteriorating conditions, becomes a harborage for rodents, undermines the quality of life; affects the public health, safety and general welfare, may result in human injury, and also becomes an invitation for illegal occupancy and criminal activities, as well as, a fire hazard.
- C. In order to protect the citizens of Gladewater, to preserve and enhance livability, preserve property values of surrounding buildings, and to ensure buildings are promptly rehabilitated as appropriate, it is the policy of the city to address vacant building rehabilitations in accordance with due process requirements.

(Ord. O-17-26, passed 10-20-17)

AFTER AMENDMENT

15.03.170 Purpose

- A. The purpose of this subchapter is to establish a program for identifying and registering commercial vacant buildings; within the corporate City Limits of Gladewater ~~in the Main Street District~~, to determine and establish the responsibilities of owners of said structures; to ensure vacant buildings are maintained in compliance with applicable city code; and to encourage their rehabilitation in efforts to minimize wider community deterioration.
- B. The City Council has determined the presence of vacant buildings creates blight. It is recognized blight lowers property values; leads to deteriorating conditions, becomes a harborage for rodents, undermines the quality of life; affects the public health, safety and general welfare, may result in human injury, and also becomes an invitation for illegal occupancy and criminal activities, as well as, a fire hazard.
- C. In order to protect the citizens of Gladewater, to preserve and enhance livability, preserve property values of surrounding buildings, and to ensure buildings are promptly rehabilitated as appropriate, it is the policy of the city to address vacant building rehabilitations in accordance with due process requirements.

(Ord. O-17-26, passed 10-20-17)

SECTION 2: **AMENDMENT** “15.03.180 Definitions” of the Gladewater Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

15.03.180 Definitions

Unless otherwise expressly stated, the following terms shall, for the purpose of this subchapter, have the meanings indicated in this section.

- A. ***ABANDONED***. Any building or other structure that is unoccupied where the owner has defaulted on a loan and the property has been foreclosed on by a financial institution, or the owner is no longer paying property taxes and property is subject to a tax assessor's lien and/or sale.

APPRAISED VALUE. The current value assigned by the appropriate central appraisal district.

AUTHORIZED AGENT. Under the provisions of this section, the owner is consenting that a third party is authorized to receive any and all notices relating to the property and conformance of any and all ordinances.

BUILDING OFFICIAL. For this subchapter shall be the same as defined in this section of the Gladewater Code of Ordinances.

EVIDENCE OF VACANCY. Any condition that on its own or combined with other conditions present would lead a reasonable person to believe the property is vacant. Such conditions include, but are not limited to:

1. Significantly below standard utility usage;
2. Overgrown and/or dead vegetation;
3. Accumulation of newspapers, circulars, flyers, and/or mail;
4. Accumulation of trash, junk, and/or debris;
5. Broken or boarded up windows;
6. Abandoned vehicles;
7. Auto parts or materials;
8. The absence of window coverings, such as curtains, blinds, and/or shutters;
9. The absence of furnishings and/or personal items consistent with habitation or occupation; or
10. Statement(s) by governmental employee(s) that the property is vacant; or
11. Neglected or deteriorated structure with broken or missing components such as brick.

HISTORIC BUILDING. A building is 50 years or older and complies with at least one of the following criteria:

1. Retains its historic physical integrity, and is significant on either a local, state or national level either through direct association with individuals, events, activities, or developments that shaped our history or that reflect important aspects of our history;
2. Embodies the distinctive physical and spatial characteristics of an architectural style or type of building, structure, landscape, or planned environment, or a method of construction, or high artistic values or fine craftsmanship; or
3. Has the potential to yield information important to our understanding of the past through archaeological, architectural, or other physical investigation and analysis.

NEGLECT. A serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would, in the judgment of the Building Official, produce a detrimental effect upon the character of the historic district as a whole or the life and character of the property itself.

OCCUPIED. Pursuant to and within the scope of a valid certificate of occupancy or within an occupancy use authorized for the building or structure designated primarily for nonresidential uses, that one or more persons conduct business in or reside in at least 50% of the total area of a building or structure which is two stories or fewer (excluding stairwells, elevator shafts, and mechanical rooms); or where one or more persons conduct business or reside in at least 60% of the total area of a building or structure which is more than two stories (excluding stairwells, elevator shafts, and mechanical rooms); or any building or structure where the building or structure is designated for residential use and contains four dwelling units or fewer must have residents in 50% of the structure, and those containing five dwelling units or more must have residents in 60% of the structure.

OWNER. A person in whom is vested the ownership or title of real property, including but not limited to:

1. The holder of fee simple title;
2. The holder of a life estate;
3. The holder of a leasehold estate that includes the vacant or abandoned portions of the building;
4. The buyer in a contract for deed;
5. A mortgagee, receiver, executor, or trustee in control of real property; and
6. The named grantee in the last recorded deed.

SECURED. A building which has all points of entry into the structure either:

1. Closed by use of windows and doors which are in proper working order, intact without holes or broken elements, and are locked; or
2. Secured by exterior grade plywood in compliance with this subchapter.

VACANT. A building which is:

1. Unoccupied and unsecured;
2. Unoccupied and secured by other than normal means;
3. Unoccupied and an unsafe building as determined by Code Enforcement;
4. Unoccupied and having utilities disconnected;
5. Unoccupied and has housing or building code violations;
6. Illegally occupied which shall include loitering and vagrancy;
7. Unoccupied with a mortgage status of abandonment (i.e., deceased or foreclosed).

UNSECURED. A building or portion of a building which is open to entry by unauthorized persona without the use of tools or ladders.

(Ord. O-17-26, passed 10-20-17)

AFTER AMENDMENT

15.03.180 Definitions

Unless otherwise expressly stated, the following terms shall, for the purpose of this subchapter, have the meanings indicated in this section.

A. **ABANDONED.** Any building or other structure that is unoccupied where the owner has defaulted on a loan and the property has been foreclosed on by a financial institution, or the owner is no longer paying property taxes and property is subject to a tax assessor's lien and/or sale.

APPRAISED VALUE. The current value assigned by the appropriate central appraisal district.

AUTHORIZED AGENT. Under the provisions of this section, the owner is consenting that a third party is authorized to receive any and all notices relating to the property and conformance of any and all ordinances.

BUILDING OFFICIAL. For this subchapter shall be the same as defined in this section of the Gladewater Code of Ordinances.

~~**EVIDENCE OF VACANCY.** Any condition that on its own or combined with other conditions present would lead a reasonable person to believe the property is vacant. Such conditions include, but are not limited to:~~

- ~~1. Significantly below standard utility usage;~~
- ~~2. Overgrown and/or dead vegetation;~~
- ~~3. Accumulation of newspapers, circulars, flyers, and/or mail;~~
- ~~4. Accumulation of trash, junk, and/or debris;~~
- ~~5. Broken or boarded up windows;~~
- ~~6. Abandoned vehicles;~~
- ~~7. Auto parts or materials;~~
- ~~8. The absence of window coverings, such as curtains, blinds, and/or shutters;~~
- ~~9. The absence of furnishings and/or personal items consistent with habitation or occupation; or~~
- ~~10. Statement(s) by governmental employee(s) that the property is vacant; or~~
- ~~11. Neglected or deteriorated structure with broken or missing components such as brick.~~

~~**HISTORIC BUILDING.** A building is 50 years or older and complies with at least one of the following criteria:~~

- ~~1. Retains its historic physical integrity, and is significant on either a local, state or national level either through direct association with individuals, events, activities, or developments that shaped our history or that reflect important aspects of our history;~~
- ~~2. Embodies the distinctive physical and spatial characteristics of an architectural style or type of building, structure, landscape, or planned environment, or a method of construction, or high artistic values or fine craftsmanship; or~~
- ~~3. Has the potential to yield information important to our understanding of the past through archaeological, architectural, or other physical investigation and analysis.~~

LEGAL RIGHT OF OCCUPANCY. The current use of the structure as described in current certificate of occupancy, also the use the structure was built for or intended to be used for.

NEGLECT. A serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would, in the judgment of the Building Official, produce a detrimental effect upon the character of the historic ~~district as a whole or the life and character of the~~ property itself.

OCCUPIED. Pursuant to and within the scope of a valid certificate of occupancy or within an occupancy use authorized for the building or structure designated primarily for nonresidential uses, that one or more persons conduct business in or reside in at least ~~50~~⁷⁵% of the total area of a building or structure which is two stories or fewer (excluding stairwells, elevator shafts, and mechanical rooms); or where one or more

persons conduct business or reside in at least ~~60~~75% of the total area of a building or structure which is more than two stories (excluding stairwells, elevator shafts, and mechanical rooms); or any building or structure where the building or structure is designated for residential use and contains four dwelling units or fewer must have residents in ~~50~~75% of the structure, and those containing five dwelling units or more must have residents in ~~60~~75% of the structure.

OWNER. A person in whom is vested the ownership or title of real property, including but not limited to:

1. The holder of fee simple title;
2. The holder of a life estate;
3. The holder of a leasehold estate that includes the vacant or abandoned portions of the building;
4. The buyer in a contract for deed;
5. A mortgagee, receiver, executor, or trustee in control of real property; and
6. The named grantee in the last recorded deed.

SECURED. A building which has all points of entry into the structure either:

1. Closed by use of windows and doors which are in proper working order, intact without holes or broken elements, and are locked; or
2. Secured by exterior grade plywood in compliance with this ~~subchapter~~ IPMC Appendix A.

VACANT BUILDING. ~~A building which is:~~ Shall mean any building or structure that is unoccupied or is occupied by a person without a legal right of occupancy. Multi-tenant buildings will be considered vacant if 75% or more of the total floor area of the building is unoccupied or occupied by a person without a legal right of occupancy. There is a presumption of vacancy if all lawful uses in the buildings or structures have ceased or reasonably appear to have ceased for more than 90 days or matches any of the following criteria:

1. ~~Unoccupied and unsecured:~~ Currently has an inactive city utility account.
2. ~~Unoccupied and secured by other than normal means:~~ Is used solely for the purpose of personal/business storage.
3. ~~Unoccupied and an unsafe building as determined by Code Enforcement:~~ Has been actively listed for sale or lease for a minimum of 90 days.
4. ~~Unoccupied and having utilities disconnected;~~
5. ~~Unoccupied and has housing or building code violations;~~
6. ~~Illegally occupied which shall include loitering and vagrancy;~~
7. ~~Unoccupied with a mortgage status of abandonment (i.e., deceased or foreclosed).~~

UNSECURED. A building or portion of a building which is open to entry by unauthorized persons ~~as~~ without the use of tools or ladders.

~~(Ord. O-17-26, passed 10-20-17)~~

SECTION 3: AMENDMENT “15.03.190 Vacant Building Registration” of the Gladewater Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

15.03.190 Vacant Building Registration

- A. A person commits an offense if the person owns a vacant building without a valid certificate of registration or exemption issued pursuant to this subchapter.
- B. The owner or the owner's authorized agent shall submit an application to the Building Official to register a building or apply for an exemption not later than 90 days after the building becomes a vacant building. One or more of the owners may designate an individual to execute the application on behalf of the owner(s).
- C. The registration application shall be submitted on forms provided by the Building Official. The registration application shall include the following information supplied by the applicant:
 - 1. The address and legal description of the premises;
 - 2. The number of stories, including basement, contained therein area in square feet of each story, and year built;
 - 3. The date on which the vacant building was last legally occupied, a description of the last or current use of the vacant building, and a description of any hazardous materials, uses, or conditions currently existing or previously existed in the vacant building;
 - 4. The names, addresses and telephone numbers of the owner or owners and authorized agents and copy of state identification of a primary owner or authorized agent;
 - 5. The name and address of any third party who has entered into a contract or agreement for property management;
 - 6. The names and addresses of all known lien holders, tenants, and all other parties with an ownership or possessory interest in the building;
 - 7. A telephone number where a responsible party can be reached at all times during business and nonbusiness hours. The responsible party must provide a local contact, street address, and telephone number that can be reached 24 hours a day, seven days a week, in the event of an emergency condition in or on the premises of the vacant building;
 - 8. Proof of general liability of \$100,000 and property insurance, no less than replacement value, for the property to be kept in full force and effect at all times during the registration term and/or a surety bond for the value of the structure if insurance cannot be obtained. Said value shall be the appraised value as determined by the appraisal district of the county in which the building resides;
 - 9. A comprehensive plan detailing the efforts to eliminate the deficiencies and detailing a continuing maintenance plan. If a building has been designated as a

- historic building at the federal, state, or local level or is eligible for designation or is located within the Main Street District, the plan must also be submitted to the Main Street Board for review and approval;
10. The name of the addressee and the mailing address to which all notices or other communication required under this subchapter may be delivered, including communication regarding registration and vacant building status;
 11. Criminal trespass affidavits and an extra patrol request shall be filed with the Gladewater Police Department by the property owner or authorized agent and said party shall post "No Trespass" placards on the premises. (Signage placed on buildings located within the Main Street District must be approved by the Main Street Board.) Additional employment of security services for the property for a specified number of hours every day, may be required by the Chief of Police on the basis of the property's history of code and/or criminal violations; and
 12. Any other reasonably related additional information required by the Building Official (ex: No trespass signage is ignored, vagrant occupying).
- D. A separate registration application is required for each vacant building, regardless of any separate occupied buildings that may also be located at the same street address. If more than one vacant building is located at the same street address, a separate certificate of registration is required for each vacant building. In addition, only one registration application is required for a single vacant building having more than one street address.
- E. The failure of the owner of the vacant building to obtain a deed for the property or file the deed with the County Recorder shall not excuse the property owner from registering the property.
- F. Failure of the owner or any subsequent owners to maintain the building and premises that result in remedial action taken by the city shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by the law.
- G. The Building Official shall, within ten days, take one of the following actions regarding the filing of a completed application for which all required established fees have been paid:
1. Issue a certificate of registration if the permit official determines:
 - a. The applicant has complied with all requirements for issuance of the certificate of registration;
 - b. The applicant has not made a false statement as to a material matter in an application for a certificate of registration; and
 - c. The applicant or owner has no outstanding fees charged under this subchapter.
 2. Deny the certificate of registration as provided under Part H.
 3. Inform the applicant the certificate of registration cannot be issued within the time period under this section and advise the applicant as to the date on which the Building Official shall make the required determination, which shall be the earliest date practicable.
 4. The failure of the permit official to take action as required under this section shall not result in an automatic registration of a vacant building under this

subchapter.

- H. If the Building Official determines, upon initial review or inspection, the application does not address the requirements of this subchapter, the Building Official shall notify the owner and allow reasonable time for revision of the application. If, upon final review of the completed application, the Building Official determines the requirements of Parts C and I have not been met, the Building Official shall deny a certificate of registration to the owner.
 - 1. If the Building Official determines the owner should be denied a certificate of registration, the Building Official shall deliver written notice that the application is denied and include in the notice the reason for denial.
 - 2. If the application is denied and no appeal has been filed, the owner shall have ten days to resubmit the application for a certificate of registration.
 - 3. The owner may appeal the determination of the Building Official by following the procedure provided in GMC 15.03.220. If the appeal is denied, the owner shall have ten days to resubmit the application for a certificate of registration.
- I. The Building Official shall give notice of issuance of a certification of registration for a vacant building to lien holders, tenants, and other parties, as identified in the application.
- J. Vacant building owners shall provide written notice to the Building Official no later than 30 days after a change has occurred in:
 - 1. Ownership of the property, including a copy of the deed;
 - 2. Contact information for either the owner or the authorized agent.
- K. A new owner(s) shall accept transfer of registration or re-register the vacant buildings with the Building Official within 30 days of any transfer of an ownership interest in the vacant building if the building continues to remain vacant after transfer. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the Building Official.
- L. Except as otherwise provided herein, the certificate of registration for a vacant building shall terminate the earlier of:
 - 1. One year after date of issuance;
 - 2. The date the vacant building changes ownership, as determined by the Building Official (see also Part K above);
 - 3. The date the vacant building becomes occupied, as determined by the Building Official; or
 - 4. The date the vacant building is demolished, as determined by the Building Official.
- M. Requests for termination of a certificate of registration shall be in writing to the Building Official and accompanied by documentation in support of the request. The failure of the Building Official to terminate the certificate of registration as provided herein within 30 days after the date the written request was made shall constitute a denial of the request for the termination and the owner may appeal such action by following the procedure provided in GMC 15.03.220.
- N. Upon an owner's written request to the Building Official, a certificate of registration

issued under this subchapter is transferable to a new owner during the period of registration, provided:

1. The owner has complied with the provisions of this subchapter, other city ordinance, and state or federal law applicable to the vacant building;
2. Payment of the administrative fee established for transfer of the certificate of registration; and
3. The new owner's acceptance of the application information for the certificate of registration to be transferred.

The failure of the Building Official to transfer the certificate of registration as provided herein within 30 days after the date the written request has been made shall constitute a denial of the request for the transfer and the owner may appeal such action by following the procedure provided in GMC 15.03.220.

- O. An owner or applicant shall notify the Building Official in writing within 30 days after any material change in the information contained in the application for a certificate of registration for a vacant building, including any changes in ownership of the property or intended use, rehabilitation, demolition, or routine maintenance of the vacant building.
- P. If the Building Official observes evidence of vacancy and finds it to be unregistered, the Building Official shall make a determination as to whether the building is a vacant building within the meaning of this subchapter. If the Building Official finds the building is a vacant building:
 1. The Building Official shall give written notice of such determination to the owner of the subject building. The notice of determination shall identify the building; street address or legal description of the property; state the factual basis for the determination; classify the building as a vacant building; and the obligations of an owner to register the building as set forth in this subchapter.
 2. The notice under this section must comply with the requirements of Tex. Loc. Gov't Code § 54.005.
 3. The Building Official satisfies the requirements of this section to make a diligent effort, to use his best efforts, or to make a reasonable effort to determine the identity and address of an owner if the Building Official searches the following records:
 - a. Real property records of the appropriate county;
 - b. City of Gladewater appraisal district records;
 - c. Records of the secretary of state;
 - d. Assumed names records of the appropriate county;
 - e. Tax records of the city; and
 - f. Utility records of the city.
 4. When the Building Official mails a notice in accordance with this section to an owner and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.
 5. An owner may appeal the determination of the Building Official that the building should be classified as a vacant building under this subchapter by

following the procedure in GMC 15.03.220.

- Q. The registration and all associated processes must be completed in its entirety annually for as long as the property remains vacant.

(Ord. O-17-26, passed 10-20-17)

AFTER AMENDMENT

15.03.190 Vacant Building Registration

- A. A person commits an offense if the person owns a vacant building without a valid certificate of registration or exemption issued pursuant to this subchapter.
- B. The owner or the owner's authorized agent shall submit an application to the Building Official to register a building or apply for an exemption not later than 90 days after the building becomes a vacant building. One or more of the owners may designate an individual to execute the application on behalf of the owner(s).
- C. The registration application shall be submitted on forms provided by the Building Official. The registration application shall include the following information supplied by the applicant:
 - 1. The address and legal description of the premises;
 - 2. The number of stories, including basement, contained therein area in square feet of each story, and year built;
 - 3. The date on which the vacant building was last legally occupied, a description of the last or current use of the vacant building, and a description of any hazardous materials, uses, or conditions currently existing or previously existed in the vacant building;
 - 4. The names, addresses and telephone numbers of the owner or owners and authorized agents and copy of state identification of a primary owner or authorized agent;
 - 5. The name and address of any third party who has entered into a contract or agreement for property management;
 - 6. The names and addresses of all known lien holders, tenants, and all other parties with an ownership or possessory interest in the building;
 - 7. A telephone number where a responsible party can be reached at all times during business and nonbusiness hours. The responsible party must provide a local contact, street address, and telephone number that can be reached 24 hours a day, seven days a week, in the event of an emergency condition in or on the premises of the vacant building;
 - 8. ~~Proof of general liability of \$100,000 and property insurance, no less than replacement value, for the property to be kept in full force and effect at all times during the registration term and/or a surety bond for the value of the structure if insurance cannot be obtained. Said value shall be the appraised value as determined by the appraisal district of the county in which the building resides;~~Commercial general liability insurance coverage including, but not limited to, bodily injury (including death), property damage,

premises; operations and personal and advertising injury, protecting the City of Gladewater against any and all claims for damages to persons or property as a result of, or arising out of the registrants operation, maintenance, or use of the vacant building with minimum limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate.

9. A comprehensive plan detailing the efforts to eliminate the deficiencies and detailing a continuing maintenance plan. ~~If a building has been designated as a historic building at the federal, state, or local level or is eligible for designation or is located within the Main Street District, the plan must also be submitted to the Main Street Board for review and approval;~~
 10. The name of the addressee and the mailing address to which all notices or other communication required under this subchapter may be delivered, including communication regarding registration and vacant building status;
 11. Criminal trespass affidavits and an extra patrol request shall be filed with the Gladewater Police Department by the property owner or authorized agent and said party shall post "No Trespass" placards on the premises. ~~(Signage placed on buildings located within the Main Street District must be approved by the Main Street Board.)~~ Additional employment of security services for the property for a specified number of hours every day, may be required by the Chief of Police on the basis of the property's history of code and/or criminal violations; and
 12. Any other reasonably related additional information required by the Building Official or Fire Marshal (ex: No trespass signage is ignored, vagrant occupying).
- D. A separate registration application is required for each vacant building, regardless of any separate occupied buildings that may also be located at the same street address. If more than one vacant building is located at the same street address, a separate certificate of registration is required for each vacant building. In addition, only one registration application is required for a single vacant building having more than one street address.
- E. The failure of the owner of the vacant building to obtain a deed for the property or file the deed with the County Recorder shall not excuse the property owner from registering the property.
- F. Failure of the owner or any subsequent owners to maintain the building and premises that result in remedial action taken by the city shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by the law.
- G. The Building Official shall, within ten days, take one of the following actions regarding the filing of a completed application for which all required established fees have been paid:
1. Issue a certificate of registration if the permit official determines:
 - a. The applicant has complied with all requirements for issuance of the certificate of registration;
 - b. The applicant has not made a false statement as to a material matter in an application for a certificate of registration; and
 - c. The applicant or owner has no outstanding fees charged under this

subchapter.

2. Deny the certificate of registration as provided under Part ~~H~~8.
 3. Inform the applicant the certificate of registration cannot be issued within the time period under this section and advise the applicant as to the date on which the Building Official shall make the required determination, which shall be the earliest date practicable.
 4. The failure of the permit official to take action as required under this section shall not result in an automatic registration of a vacant building under this subchapter.
- H. If the Building Official, or Fire Marshal determines, upon initial review or inspection, the application does not address the requirements of this subchapter, the Building Official, or Fire Marshal shall notify the owner and allow reasonable time for revision of the application. If, upon final review of the completed application, the Building Official determines the requirements of ~~Parts C §15.03.190 and I~~ have not been met, the Building Official shall deny a certificate of registration to the owner.
1. If the Building Official, or Fire Marshal determines the owner should be denied a certificate of registration, the Building Official shall deliver written notice that the application is denied and include in the notice the reason for denial.
 2. If the application is denied and no appeal has been filed, the owner shall have ten days to resubmit the application for a certificate of registration.
 3. The owner may appeal the determination of the Building Official by following the procedure provided in GMC 15.03.220. If the appeal is denied, the owner shall have ten days to resubmit the application for a certificate of registration.
- I. The Building Official shall give notice of issuance of a certification of registration for a vacant building to lien holders, tenants, and other parties, as identified in the application.
- J. Vacant building owners shall provide written notice to the Building Official no later than 30 days after a change has occurred in:
1. Ownership of the property, including a copy of the deed;
 2. Contact information for either the owner or the authorized agent.
- K. A new owner(s) shall accept transfer of registration or re-register the vacant buildings with the Building Official within 30 days of any transfer of an ownership interest in the vacant building if the building continues to remain vacant after transfer. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the Building Official.
- L. Except as otherwise provided herein, the certificate of registration for a vacant building shall terminate the earlier of:
1. One year after date of issuance;
 2. The date the vacant building changes ownership, as determined by the Building Official (see also Part K above);

3. The date the vacant building becomes occupied, as determined by the Building Official; or
 4. The date the vacant building is demolished, as determined by the Building Official.
- M. Requests for termination of a certificate of registration shall be in writing to the Building Official and accompanied by documentation in support of the request. The failure of the Building Official to terminate the certificate of registration as provided herein within 30 days after the date the written request was made shall constitute a denial of the request for the termination and the owner may appeal such action by following the procedure provided in GMC 15.03.220.
- N. Upon an owner's written request to the Building Official, a certificate of registration issued under this subchapter is transferable to a new owner during the period of registration, provided:
1. The owner has complied with the provisions of this subchapter, other city ordinance, and state or federal law applicable to the vacant building;
 2. Payment of the administrative fee established for transfer of the certificate of registration; and
 3. The new owner's acceptance of the application information for the certificate of registration to be transferred.
- The failure of the Building Official to transfer the certificate of registration as provided herein within 30 days after the date the written request has been made shall constitute a denial of the request for the transfer and the owner may appeal such action by following the procedure provided in GMC 15.03.220.
- O. An owner or applicant shall notify the Building Official in writing within 30 days after any material change in the information contained in the application for a certificate of registration for a vacant building, including any changes in ownership of the property or intended use, rehabilitation, demolition, or routine maintenance of the vacant building.
- P. If the Building Official observes evidence of vacancy and finds it to be unregistered, the Building Official shall make a determination as to whether the building is a vacant building within the meaning of this subchapter. If the Building Official finds the building is a vacant building:
1. The Building Official shall give written notice of such determination to the owner of the subject building. The notice of determination shall identify the building; street address or legal description of the property; state the factual basis for the determination; classify the building as a vacant building; and the obligations of an owner to register the building as set forth in this subchapter.
 2. The notice under this section must comply with the requirements of Tex. Loc. Gov't Code § 54.005.
 3. The Building Official satisfies the requirements of this section to make a diligent effort, to use his best efforts, or to make a reasonable effort to determine the identity and address of an owner if the Building Official searches the following records:

- a. Real property records of the appropriate county;
 - b. City of Gladewater appraisal district records;
 - c. Records of the secretary of state;
 - d. Assumed names records of the appropriate county;
 - e. Tax records of the city; and
 - f. Utility records of the city.
- 4. When the Building Official mails a notice in accordance with this section to an owner and the United States Postal Service returns the notice as “refused” or “unclaimed,” the validity of the notice is not affected, and the notice is considered delivered.
 - 5. An owner may appeal the determination of the Building Official that the building should be classified as a vacant building under this subchapter by following the procedure in GMC 15.03.220.
- Q. The registration and all associated processes must be completed in its entirety annually for as long as the property remains vacant.

(Ord. O-17-26, passed 10-20-17)

SECTION 4: **AMENDMENT** “15.03.200 Fees” of the Gladewater Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

15.03.200 Fees

The fees shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs incurred by the city in monitoring the vacant building site. The annually increased fee amounts shall be reasonably related to the costs incurred by the city for inspection and security patrols, as well as the continued normal administrative costs stated above.

- A. The owner of a vacant building shall pay an annual fee of \$150 for the first year the building remains vacant. The fee shall be paid upon submission of the application for a certificate of registration. For every consecutive year the building remains vacant, the annual fee will be assessed at double the previous year’s fee amount for a maximum annual fee equaling the five year fee of \$2,400 to be used for the fifth and all consecutive, subsequent years of vacancy.
- B. The fee shall be paid in full prior to the issuance of any building permits unless the property is granted an exemption. The fee shall be prorated and a refund may be issued if the building is no longer deemed vacant under the provisions of this subchapter within 90 days of its registry.
- C. Late fees shall be paid in addition to the annual registration and will be equal to 50%

of the annual fee.

D. A transfer fee of \$25 shall be paid at the time the transfer request is made.

(Ord. O-17-26, passed 10-20-17)

AFTER AMENDMENT

15.03.200 Fees

The fees shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs incurred by the city in monitoring the vacant building site. The annually increased fee amounts shall be reasonably related to the costs incurred by the city for inspection and security patrols, as well as the continued normal administrative costs stated above.

- A. The owner of a vacant building shall pay an ~~annual~~initial registration fee of \$150 for the first year the building remains vacant. The initial registration fee shall be paid upon submission of the application for a certificate of registration. For every consecutive year the building remains vacant, the ~~annual~~registration fee will be assessed at double the previous year's fee amount for ~~a maximum annual fee equaling the five year fee of \$2,400 to be used for the fifth and~~ all consecutive, subsequent years of vacancy, or until deemed occupied.
- B. The fee shall be paid in full prior to the issuance of any building permits unless the property is granted an exemption. The fee shall be prorated and a refund may be issued if the building is no longer deemed vacant under the provisions of this subchapter within 90 days of its registry.
- C. Late fees shall be paid in addition to the annual registration and will be equal to 50% of the annual fee.
- D. A transfer fee of \$25 shall be paid at the time the transfer request is made.

(Ord. O-17-26, passed 10-20-17)

SECTION 5: AMENDMENT "15.03.230 Standard Of Care For Vacant Buildings" of the Gladewater Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

15.03.230 Standard Of Care For Vacant Buildings

- A. The standard of care, subject to approval by the Building Official, shall include, but is not limited to:
 - 1. *Protective treatment.* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition, weather-tight, and in such condition so

as to prevent the entry of rodents and other pests. All exposed wood or metal surfaces subject to rust or corrosion, other than decay-resistant woods or surfaces designed for stabilization by oxidation, shall be protected from the elements and against decay or rust by periodic application of weather coating materials such as paint or similar surface treatment. All surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. All siding, cladding, and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather-resistant and watertight.

2. *Premises identification.* The property shall have address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four inches (102 mm) high with a minimum stroke width of one-half inch (12.7 mm). All buildings shall display vacant building identification placard as required by the Building Official.
3. *Structure.* All structural members and foundation shall be maintained free from deterioration, and shall be capable of safely supporting the imposed loads.
4. *Exterior walls.* All exterior walls shall be kept in good condition and shall be free from holes, breaks, and loose or rotting materials. Exterior walls shall be maintained weatherproof and properly surface coated where necessary to prevent deterioration.
5. *Roof and drainage.* The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent accumulation, dampness or deterioration. Roof drains, gutters and downspouts shall be maintained in good repair, free from obstructions and operational.
6. *Decorative features.* All cornices, belt courses, corbels, applications, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
7. *Overhang extensions and awnings.* All overhang extensions, including but not limited to, canopies, marquees, signs, awnings, and fire escapes, shall be maintained in good repair and be properly anchored and supported as to be kept in a sound and safe condition.
8. *Stairways, decks, porches and balconies.* Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
9. *Chimneys and towers.* All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound, and in good repair.
10. *Handrails and guards.* Every exterior handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained and in good repair.
11. *Window, skylight and door.* Every window, storefront, skylight and exterior

door part, including but not limited to, the frame, the trim, window screens and hardware shall be kept in sound condition and good repair. All broken or missing windows shall be replaced with glass and secured in a manner so as to prevent unauthorized entry. All broken or missing doors shall be replaced with new doors which shall be secured to prevent unauthorized entry. All glass shall be maintained in sound condition and good repair. All exterior doors, door assemblies and hardware shall be maintained in good condition and secured. Locks at all exterior doors, exterior attic access, windows, or exterior hatchways shall tightly secure the opening. Windows and doors shall not be secured by plywood or other similar means mounted on the exterior except as a temporary securing measure, and the same shall be removed within a period of time designated by the Building Official.

12. *Basement hatchways and windows.* Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against entry of rodents.
- B. All repairs shall be subject to approval by the Building Official. All required permits and final inspections prior to and/or following repairs shall be in accordance with applicable laws and rules.
- C. Failure to maintain the vacant building to the standard of care specified is a violation of this subchapter.

(Ord. O-17-26, passed 10-20-17)

AFTER AMENDMENT

15.03.230 Standard Of Care For Vacant Buildings

- A. The standard of care, subject to approval by the Building Official and Fire Marshal, shall include, but is not limited to the requirements listed in the International Property Maintenance Code chapters 3, 4, 5, 6, 7, and Appendix A.:
 1. ~~*Protective treatment.* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition, weather-tight, and in such condition so as to prevent the entry of rodents and other pests. All exposed wood or metal surfaces subject to rust or corrosion, other than decay-resistant woods or surfaces designed for stabilization by oxidation, shall be protected from the elements and against decay or rust by periodic application of weather coating materials such as paint or similar surface treatment. All surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. All siding, cladding, and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather-resistant and watertight.~~
 2. ~~*Premises identification.* The property shall have address numbers placed in a~~

position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four inches (102 mm) high with a minimum stroke width of one-half inch (12.7 mm). All buildings shall display vacant building identification placard as required by the Building Official.

3. ~~Structure.~~ All structural members and foundation shall be maintained free from deterioration, and shall be capable of safely supporting the imposed loads.
4. ~~Exterior walls.~~ All exterior walls shall be kept in good condition and shall be free from holes, breaks, and loose or rotting materials. Exterior walls shall be maintained weatherproof and properly surface coated where necessary to prevent deterioration.
5. ~~Roof and drainage.~~ The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent accumulation, dampness or deterioration. Roof drains, gutters and downspouts shall be maintained in good repair, free from obstructions and operational.
6. ~~Decorative features.~~ All cornices, belt courses, corbels, applications, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
7. ~~Overhang extensions and awnings.~~ All overhang extensions, including but not limited to, canopies, marquees, signs, awnings, and fire escapes, shall be maintained in good repair and be properly anchored and supported as to be kept in a sound and safe condition.
8. ~~Stairways, decks, porches and balconies.~~ Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
9. ~~Chimneys and towers.~~ All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound, and in good repair.
10. ~~Handrails and guards.~~ Every exterior handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained and in good repair.
11. ~~Window, skylight and door.~~ Every window, storefront, skylight and exterior door part, including but not limited to, the frame, the trim, window screens and hardware shall be kept in sound condition and good repair. All broken or missing windows shall be replaced with glass and secured in a manner so as to prevent unauthorized entry. All broken or missing doors shall be replaced with new doors which shall be secured to prevent unauthorized entry. All glass shall be maintained in sound condition and good repair. All exterior doors, door assemblies and hardware shall be maintained in good condition and secured. Locks at all exterior doors, exterior attic access, windows, or exterior hatchways shall tightly secure the opening. Windows and doors shall not be secured by plywood or other similar means mounted on the exterior except as

~~a temporary securing measure, and the same shall be removed within a period of time designated by the Building Official.~~

12. ~~Basement hatchways and windows. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against entry of rodents.~~

~~B.~~ All repairs shall be subject to approval by the Building Official and Fire Marshal. All required permits and final inspections prior to and/or following repairs shall be in accordance with applicable laws and rules.

C. Failure to maintain the vacant building to the standard of care specified is a violation of this subchapter.

(Ord. O-17-26, passed 10-20-17)

SECTION 6: **AMENDMENT** "15.03.240 Inspections" of the Gladewater Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

15.03.240 Inspections

The Building Official or his/her designee shall inspect any premises for the purpose of enforcing and assuring compliance with the provisions of this subchapter. In the case of a single vacant building with more than one street address, the Building Official will only inspect the unoccupied portions of the building. Upon the request of the Building Official, an owner may provide access to all interior portions of a vacant building in order to permit a complete inspection. Nothing contained herein, however, shall diminish the owner's right to insist upon the procurement of a search warrant from a court of competent jurisdiction by the Building Official or his/her designee in order to enable such inspection. The Building Official shall be required to obtain a search warrant whenever an owner refuses to permit a warrantless inspection of the premises. The following shall apply:

- A. Vacant buildings will be externally inspected by the Building Official a minimum of once a quarter to ensure the compliance of property maintenance codes;
- B. Vacant buildings will be both internally and externally inspected at the start of each registration period (new and renewal) and when the registration is terminated by the property owner;
- C. Vacant buildings will be both internally and externally inspected upon acquisition of the property by a new owner and prior to issuance of a certificate of registration as outlined in GMC 15.03.190.
- D. Third-party involvement.

(Ord. O-17-26, passed 10-20-17)

AFTER AMENDMENT

15.03.240 Inspections

The Building Official or ~~the his/her~~ designee of the building official shall inspect any premises for the purpose of enforcing and assuring compliance with the provisions of this subchapter. In the case of a single vacant building with more than one street address, the Building Official will only inspect the unoccupied portions of the building. Upon the request of the Building Official, an owner may provide access to all interior portions of a vacant building in order to permit a complete inspection. Nothing contained herein, however, shall diminish the owner's right to insist upon the procurement of a search warrant from a court of competent jurisdiction by the Building Official or ~~the his/her~~ designee of the building official in order to enable such inspection. The Building Official shall be required to obtain a search warrant whenever an owner refuses to permit a warrantless inspection of the premises. The following shall apply:

- A. Vacant buildings will be externally inspected by the Building Official or Fire Marshal a minimum of once a quarter to ensure the compliance of property maintenance codes;
- B. Vacant buildings will be both internally and externally inspected at the start of each registration period (new and renewal) and when the registration is terminated by the property owner;
- C. Vacant buildings will be both internally and externally inspected upon acquisition of the property by a new owner and prior to issuance of a certificate of registration as outlined in GMC 15.03.190.
- D. Third-party involvement.

(Ord. O-17-26, passed 10-20-17)

SECTION 7: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 8: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 9: EFFECTIVE DATE This Ordinance shall be in full force and effect from November 21, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE GLADEWATER COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Brandy J. Flanagan	_____	_____	_____	_____
Mayor Pro-tem Elijah Anderson	_____	_____	_____	_____
Councilmember Michael Webber	_____	_____	_____	_____
Councilmember Stoney Stone	_____	_____	_____	_____
Councilmember Teddy Sorrells	_____	_____	_____	_____
Councilmember Rocky Hawkins	_____	_____	_____	_____
Councilmember Kevin Clark	_____	_____	_____	_____

Attest

Presiding Officer

Judy Van Houten, City Secretary,
Gladewater

Brandy J. Flanagan, Mayor,
Gladewater



GREGG APPRAISAL DISTRICT

**4367 W Loop 281
Longview, TX 75604
(903) 238-8823
FAX (903) 238-8830**

Mark A. Cormier, RPA, CCA, CTA
Chief Appraiser

October 15, 2024

Mr. Charlie Smith, City Manager
City of Gladewater
P.O. Box 1725
Gladewater, TX 75647

RE: Election Ballot – Board of Directors

Dear Mr. Smith,

Enclosed, please find a ballot listing nominees for election to the Gregg Appraisal District Board of Directors. This election will seat five Board Members for the 2025 year.

A governing body, by Resolution, may cast all its votes for one candidate or distribute them among candidates. A total of 834 votes assures election, however if the 834 is not reached the top five will be elected. **The Presiding Officer shall submit a copy of the Resolution to the Chief Appraiser before December 15th.**

Don't hesitate to contact me if you have any questions.

Sincerely,

Mark A. Cormier, RPA, CCA, CTA
Chief Appraiser

RESOLUTION # R-21-14
FOR
GREGG APPRAISAL DISTRICT
BOARD OF DIRECTORS for 2025-2026
OFFICIAL BALLOT 2024

Below, please find a listing of all timely submitted candidates for 2025 and 2026 service on the Gregg County Appraisal District Board of Directors.

The governing body of each Taxing Unit shall determine its vote by Resolution. There are five (5) members to be elected. The governing body may cast all its votes for one candidate or distribute them among candidates. A total of 834 votes assures election of a nominee. **The presiding officer shall return a copy of the Resolution to the Chief Appraiser before December 15th.**

Indicate your vote for the candidate(s) of your choice by placing the number of votes in the blank beside the candidate(s) name.

ENTITY	<u>Gladewater City</u>	NUMBER OF VOTES	<u>38</u>
	Cromer, Jon	_____	
	Honey, Keith	_____	
	McKinney, Stephanie	_____	
	Merritt, A. P.	_____	
	Murphy, Lonnie Rev.	_____	
	Tanner, Anthony	_____	
	Watson, Sherry	_____	
	TOTAL VOTES	_____	

ATTEST:

Signature

Date