

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, JULY 16, 2026, AT 6:00 P.M.

CITY OF GLADEWATER
CITY COUNCIL REGULAR SESSION
AGENDA
JULY 16, 2026
6:00 P.M.

PAGE	ITEM
	I. <u>CALL TO ORDER</u> a) Invocation b) Pledge
	II. <u>MAYOR AND COUNCIL 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. <u>No action will be taken except specifically listed on this agenda.</u></i>
	III. <u>CITY MANAGER'S REPORT</u> (Council may ask questions or discuss matters raised. <u>No action will be taken unless specifically listed on this agenda.</u>) a) Administrative and project updates b) Announcements and department updates
	IV. <u>CITIZENS COMMENTS</u>
1	V. <u>CONSIDERATION</u> of consent agenda: a) Minutes – June 18, 2026
5	VI. <u>PUBLIC HEARING</u> regarding a Specific Use Permit for an RV Park at AB 56 M DILLARD TR 57-04 and AB 56 M DILLARD TR 57-02, more commonly known as S Loop 485 near Roden Lane
	VII. <u>DISCUSS AND CONSIDER</u> the recommendation from the Planning and Zoning Commission regarding a Specific Use Permit request for an RV Park at AB 56 M DILLARD TR 57-04 and AB 56 M DILLARD TR 57-02, more commonly known as S Loop 485 near Roden Lane
8	VIII. <u>DISCUSS AND CONSIDER</u> Application Filing and Authorized Representative Resolution R-26-10 for the design and construction of water treatment plant improvements
9	IX. <u>DISCUSS AND CONSIDER</u> Ordinance O-26-05 adopting §15.12 Short-Term Rentals to the City of Gladewater Code of Ordinances
21	X. <u>DISCUSS AND CONSIDER</u> Ordinance O-26-06 Amending §7.07.030 Schedule III – School Zones; §7.07.040 Schedule IV – One-Way Streets, Right Turn Only and Dead-End Streets, and §7.09.010 Schedule I – Parking Zones of the City of Gladewater Code of Ordinances

- 34 XI. DISCUSS AND CONSIDER a request by MTSI on behalf of AT&T for consent and alteration of wireless communication equipment at the Allison Street water tower
- 38 XII. DISCUSS AND CONSIDER a request by MD7 on behalf of AT&T for early renewal of the Allison Street water tower for communications equipment
- 42 XIII. DISCUSS AND CONSIDER nomination(s) to the TML Intergovernmental Risk Pool Board of Trustees – Places 1-4
- 44 XIV. DISCUSS AND CONSIDER amending the Lake Gladewater Lease Agreement to include a map of the lake
- 50 XV. DISCUSS AND CONSIDER an Interlocal Agreement Between the City of Longview and the City of Gladewater for Animal Shelter Services
- 60 XVI. DISCUSS AND CONSIDER recommendation from the Planning & Zoning Commission regarding board appointment to fill alternate member position
- XVII. DISCUSSION OF FUTURE AGENDA ITEMS Council may discuss priorities, issues of concern, and potential items for placement on future agendas. No action will be taken on matters not specifically listed on this agenda.
- XVIII. 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 12:00 P.M. ON FRIDAY, JULY 10, 2026.


JUDY VAN HOUTEN, TRMC
CITY SECRETARY



CITY OF GLADEWATER
CITY COUNCIL REGULAR SESSION
MINUTES
JUNE 18, 2026
4:00 P.M.

MEMBERS PRESENT: Mayor Brandy Flanagan, Mayor Pro-tem Elijah Anderson, Andre' Clay, Stoney Stone, William Blackmon, Milton Anderson

MEMBERS ABSENT: Kevin Clark

STAFF PRESENT: Charlie Smith, Judy Van Houten, Brandy Winn, Meghan Foster, Brian Smith, Chris Bumgardner, Wesley Moyers, Chris Miller, Keith Bledsoe, Tim Basham, Wendy Emmell

GUESTS PRESENT: Doug Brown, Chassi Bumgardner, Rocky Hawkins, Laura Hawkins, Robert Haberle, Andrew Wright, Brian Wilkerson, Michael Fossan, Aidan Fossan, Max Evans, Mandy Dillon, Craig King, Rose Rachal Owens, Scott Owens, Jill Clay, Jerry Armstrong, Lois Reed, Sandra Smith, Diane Turner, Joy Armstrong, Aaron Watson, Carlis Stone, Claudette Clay

I. CALL TO ORDER

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

- a) Invocation – Pastor Bryan Randolph
- b) Pledge – Boy Scout Aidan Fossan

II. MAYOR AND COUNCIL COMMENTS *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. No action will be taken except specifically listed on this agenda.*

Mayor Flanagan welcomed everyone and invited Eagle Scout prospect Aidan Fossan to make a presentation. Mr. Fossan gave a brief update on his Eagle Scout Project and thanked Rocky and Laura Hawkins for letting him build a bench in their son, Jacob Hawkins, memory.

Community Spotlight:

Councilmember Clay congratulated three Gladewater ISD students for participating and winning the top three places in an art contest commemorating the 250th anniversary of the United States.

Councilmember Stone presented a video prepared by Alayah Gordon on the history of Gusher Days. She received a scholarship from the Gusher Days Committee for her submission.

Councilmember Blackmon thanked the city grounds crew. He said things are looking sharp and they are leading by example.

Mayor Pro-tem E. Anderson said that he and other council members toured Quantum Plastics earlier in the day. They are expanding and bringing more business to town.

Councilmember M. Anderson thanked Leslie Willeford and the Gladewater Former Students Association for a wonderful Memorial Day program.

Mayor Flanagan thanked the Juneteenth Committee for a wonderful kickoff of the Juneteenth holiday with their parade and celebration at Bumblebee Park on June 13th.

Lois Reed, Executive Director of the Chamber of Commerce gave the following list of upcoming events: 1) Friday, June 19th is Juneteenth and city offices will be closed; 2) Saturday, June 20th Summer Solstice will be celebrated at Three Roots Boutique; 3) Saturday-Sunday, June 20th & 21st will be Trades Day at Old Bear Stadium; 4) Sunday, June 21st is Father's Day; 5) Tuesday, June 23rd Gateway Oil Change ribbon cutting; 6) Saturday,

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June 27th Truman W. Smith Food and Fireworks display; 7) Friday, July 3rd Freedom Fest Fireworks at Lake Gladewater; 8) Saturday, July 4th is Independence Day; 9) Thursday, July 16th will be the next city council meeting; and 10) Saturday, July 18th Neil Diamond Experience at Jackson's Cozy Theatre.

III. CITY MANAGER'S REPORT (Council may ask questions or discuss matters raised. No action will be taken unless specifically listed on this agenda.)

- a) Administrative and project updates
- b) Announcements and department updates

City Manager Charlie Smith gave the following updates: 1) a building that had been at the Water Treatment Plant has been moved to public works yard for additional storage; and 2) we have a new Code Enforcement Officer – Keith Bledsoe and a new Wastewater Treatment Plant Supervisor – Chris Bumgardner.

Library Director Brandy Winn invited everyone to attend the library lecture series, the water balloon fight and the Harry Potter Day, and music classes, all happening this summer.

IV. CITIZENS COMMENTS

None.

V. CONSIDERATION of consent agenda:

- a) Minutes – May 21, 2026

Councilmember Stone made a motion to approve the consent agenda; seconded by Mayor Pro-tem E. Anderson. Motion carried 6-0.

VI. PRESENTATION by Aaron Watson regarding proposed floating waterpark at Lake Gladewater

Aaron Watson presented his plans for an inflatable water park at Lake Gladewater. He explained the delays in getting the equipment but said he still hopes to have something in place this season. He will have cameras for nighttime security. The park will close at 7pm but his staff will remain until 8pm to close everything up and to perform their end of day duties. He will have general liability insurance as required. Mr. Watson said that parking and restrooms will be an issue. He is working with City Manager Smith on ideas to help with those matters. Aaron also recommended that an entrance fee be charged for the park. He said there are programs available for people to scan a QR code. They are easy and convenient to use. Mayor Flanagan said she would not want our citizens to be charged. She thanked Mr. Watson for his presentation.

VII. DISCUSS AND CONSIDER installation of floating water park at Lake Gladewater.

Councilmember Blackmon asked what the distance from shore would be and Mr. Watson said he is basing his information off depth charts. He will have buoys for barriers in place to mark the boundaries.

Councilmember Clay asked about liability. Mr. Watson said his liability would be inside the inflatable structure.

Mayor Pro-tem E. Anderson said he is excited about this project and wants to get it going.

Councilmember Blackmon asked who will sign-off on the installation. City Attorney Ron Stutes said that would be whoever the council designated to be the "sign off" person. Mayor Flanagan said there will need to be an amendment to the lease agreement to cover the designated area.

Councilmember M. Anderson made a motion to approve with a lease drawn up and approved by City Attorney Ron Stutes, and engineer sign-off on installation with final sign-off by City Manager Charlie Smith; seconded by Mayor Pro-tem S. Anderson. Motion carried 6-0.

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VIII. UPDATE by Code Enforcement Department regarding vacant buildings

Code Enforcement Officer Chris Miller updated the council on vacant buildings. He said there is one still not registered. There were fifty notices sent initially.

IX. UPDATE from Lone Star Consultants regarding grant funding

Mayor Flanagan said there is a written update in the council packet and that Brandy Winn is working with him on grants.

X. DISCUSS AND CONSIDER Resolution R-26-07 establishing a limit on the number of Short-Term Rentals permitted on City owned lots around Lake Gladewater

Councilmember Clay made a motion to approve; seconded by Councilmember Stone. Motion carried 6-0.

XI. DISCUSS AND CONSIDER Resolution R-26-08 Application Filing and Authorized Representative with Texas Water Development Board for waterline replacements

City Manager Charlie Smith explained that this is required under HB500. We plan to use the funds for downtown water line replacement.

Councilmember Blackmon made a motion to approve; seconded by Councilmember Clay. Motion carried 6-0.

XII. DISCUSS AND CONSIDER Resolution R-26-09 Amending the Water Conservation Plan for the City of Gladewater

Public Works Director Brian Smith explained that we are required to update our Water Conservation Plan every five years. Andrew Wright with SPI further explained that it is required in order for us to apply for and receive grant funds.

Councilmember M. Anderson made a motion to approve; seconded by Councilmember Blackmon. Motion carried 6-0.

XIII. DISCUSS AND CONSIDER repair of entrance south gate at Lake Gladewater Park

City Manager Charlie Smith explained that the main entrance gate at Lake Gladewater has not worked properly since installation. The gentleman who initially installed the gate has worked on it twice and is now refusing to do further work on it.

We have received a bid for \$6,210 to reset the gates, install new hardware and timers to make it work properly. The new work will be covered by a warranty.

Councilmember M. Anderson made a motion to approve Silver Star Fabrication to repair the entrance gate at Lake Gladewater Park; seconded by Councilmember Blackmon. Motion carried 6-0.

XIV. EXECUTIVE SESSION pursuant to Local Government Code:

- a) §551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Prosecutor
- b) §551.087 – deliberation regarding economic development negotiation – Project QP052026

Mayor Flanagan recessed the meeting into executive session at 7:22 p.m.

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

- a) City Prosecutor
- b) Project QP052026

Mayor Flanagan reconvened the meeting into open session at 8:12 p.m.

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- a) Councilmember Blackmon made a motion to open application up for a city prosecutor; seconded by Councilmember Clay. Motion carried 6-0.
- b) Councilmember Stone made a motion to approve the performance agreement for Project QP052026; seconded by Mayor Pro-tem E. Anderson. Motion carried 6-0.

XVI. DISCUSSION OF FUTURE AGENDA ITEMS Council may discuss priorities, issues of concern, and potential items for placement on future agendas. No action will be taken on matters not specifically listed on this agenda.

None.

XVII. ADJOURN

Councilmember Stone made a motion to adjourn at 8:16 p.m.; seconded by Councilmember M. Anderson. Motion carried 6-0.

Brandy J. Flanagan
Mayor

ATTEST:

Judy Van Houten, TRMC
City Secretary

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 RUSSELL WELCH PHONE: 903 851 4425
903 238 3498

MAILING ADDRESS 17190 Intersate 20 Winona TX 75792

PROPERTY ADDRESS: 559 S LOOP 485, GLADEWATER, TX 75647

LEGAL DESCRIPTION _____
(attach plat)

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

REASON FOR REQUEST SPECIAL USE PERMIT
(current zoning and/or restrictions)

TABC LICENSE APPLYING FOR (if applicable) N/A

PROPOSED USE OF PROPERTY COMMERCIAL - RV PARK

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

____ YES ☒ NO PLEASE EXPLAIN _____

OWNER'S SIGNATURE [Signature] DATE 08 JUN 2026

MAILING ADDRESS 17190 E I-20 WINONA TX 75792

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

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

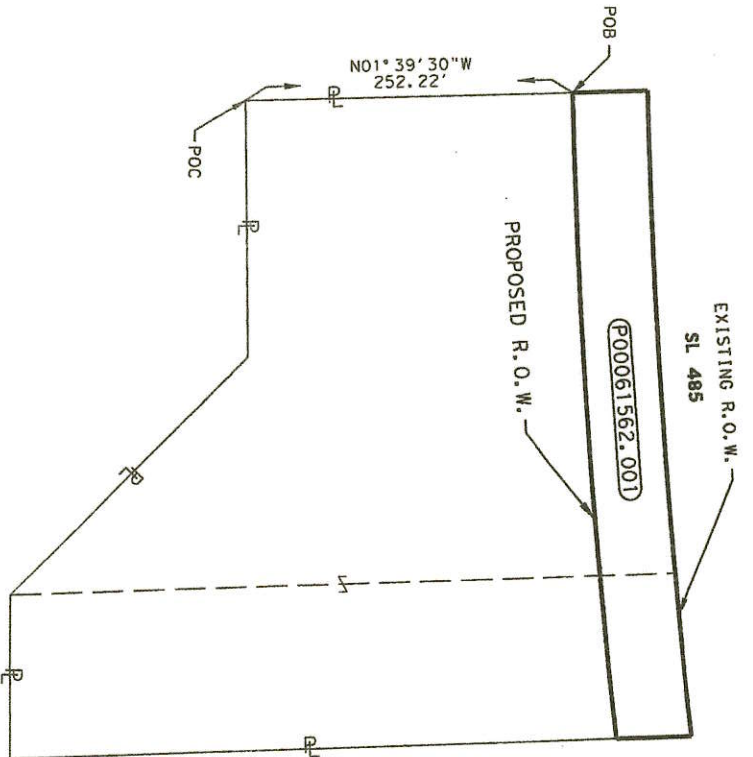
[Signature] 08 JUN 2026
APPLICANT'S SIGNATURE DATE

Application fee: \$175.00

Rec. 6-8-26 81

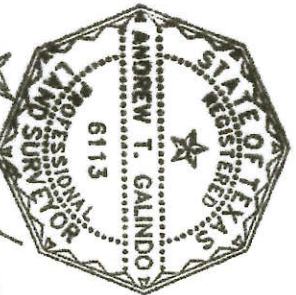
NOTES

1. BEARINGS ARE BASED ON GRID NORTH. COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83), 2011 ADJUSTMENT.
2. COORDINATES ARE BASED ON DATA OBTAINED FROM THE EAST-VRS-CMR SOLUTION IN THE TXDOT RTK NETWORK.
3. COORDINATES AND DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00012.
4. UNITS OF MEASUREMENT ARE U.S. SURVEY FEET
5. SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ABSTRACTING PERFORMED BY BASELINE IN JANUARY 2022. OTHER EASEMENTS OR MATTERS OF RECORD MAY EXIST THAT ARE NOT SHOWN.
6. FIELD SURVEYS PERFORMED IN APRIL 2020 AND UPDATED JANUARY 2022. PLANIMETRIC DATA BASED ON FILE PROVIDED BY TXDOT IN OCTOBER 2019.
7. BEARINGS AND DISTANCES IN PARENTHESES REPRESENT RECORD CALLS.
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.



LEGEND

- SET TXDOT TYPE II MONUMENT OR AS DESCRIBED
- FOUND PROPERTY CORNER AS DESCRIBED OR A POINT FROM WHICH A FOUND CORNER BEARS CALCULATED POINT
- ⊗ SET 5/8" TXDOT ALUMINUM CAPPED IRON ROD
- ⊠ FOUND TYPE I TXDOT CONCRETE MONUMENT
- ⊡ FOUND 5/8" TXDOT ALUMINUM CAPPED IRON ROD
- ⊢ PROPOSED R.O.W. (RIGHT-OF-WAY)
- ⊣ EXISTING R.O.W. (RIGHT-OF-WAY)
- ⊤ PROPERTY LINE
- ⊥ PLAT RECORDS OF GREGG COUNTY, TEXAS
- ⊦ MAP RECORDS OF GREGG COUNTY, TEXAS
- ⊧ GREGG COUNTY CLERK'S FILE
- ⊨ OFFICIAL PUBLIC RECORDS OF GREGG COUNTY, TEXAS
- ⊩ DEED RECORDS OF GREGG COUNTY, TEXAS
- ⊪ COUNTY COURT, GREGG COUNTY, TEXAS
- ⊫ C.C.G.C.T.
- ⊬ P.R.G.C.T.
- ⊭ M.R.G.C.T.
- ⊮ G.C.C.F.
- ⊯ O.P.R.G.C.T.
- ⊰ D.R.G.C.T.
- ⊱ C.C.G.C.T.



9/21/2022

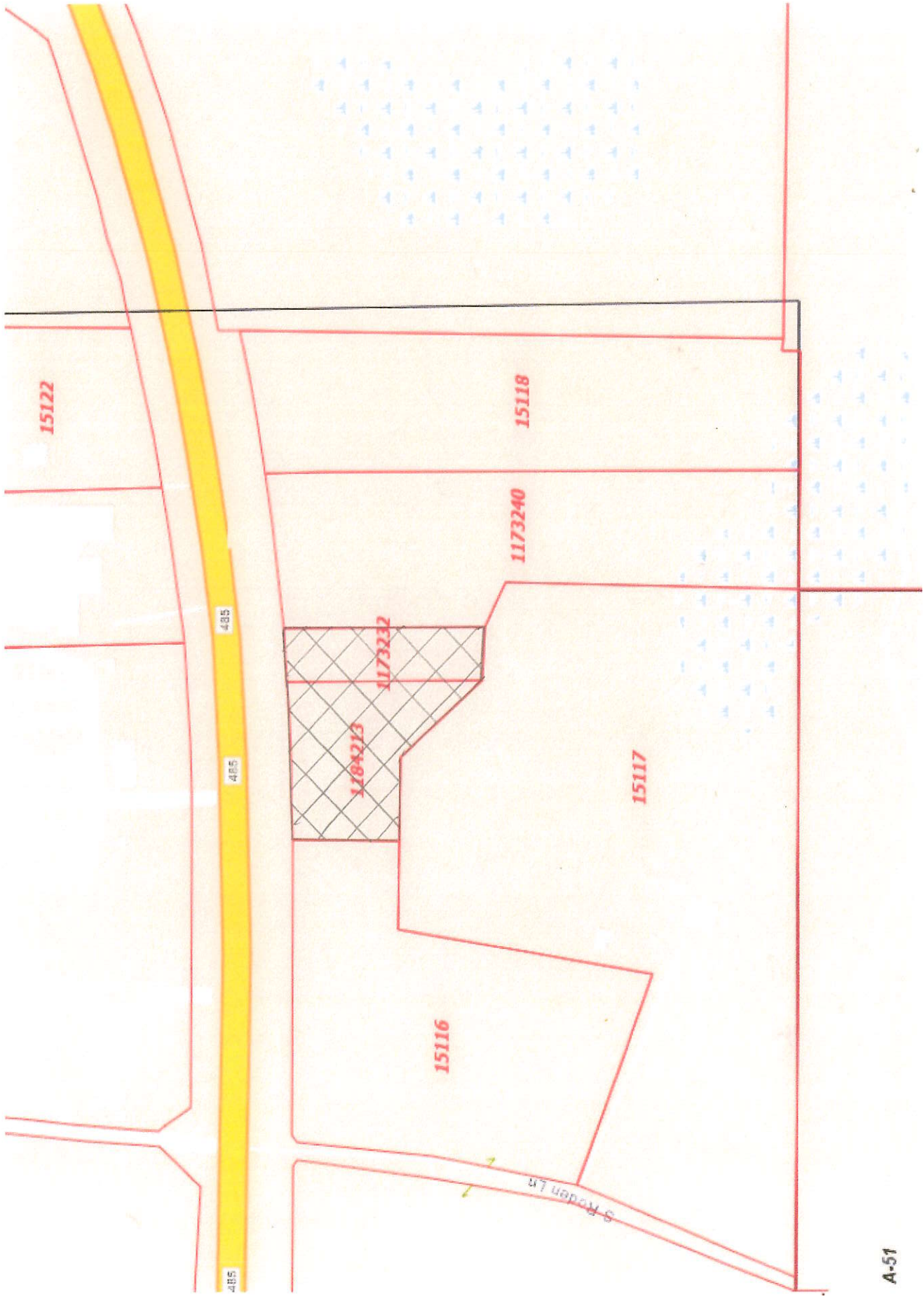
EXISTING (ACRES)	TAKING (ACRES/SQUARE FEET)	REMAINDER (ACRES)
4.60 CALLED	0.6583/28,677	3.94 RT



BASELINE CORPORATION
Professional Surveyors
Baseline Corporation | Txsurv F-10030200
1750 Seamist Dr. Ste 160, Houston, TX 77008
713.869.0155 | BaselineSurveyors.net

PARCEL PLAT SHOWING
PARCEL P00061562.001

SL 485 I GREGG COUNTY I JUNE 2022
CCSJ: 3290-02-008 I RCSJ: 3290-02-011
PAGE 4 OF 6 SCALE: NOT TO SCALE



A-51

R-26-10

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Gladewater requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Gladewater:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ _____ to provide for the costs of the design and construction of water treatment plant improvements.

SECTION 2: That Charlie Smith be and is hereby designated the authorized representative of the City of Gladewater for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Gladewater before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Specialized Public Finance Inc.

Engineer: Schaumburg & Polk, Inc.

Bond Counsel: McCall, Parkhurst & Horton LLP

PASSED AND APPROVED, this the _____ day of _____, 20____.

ATTEST: _____

By: _____

(Seal)

**GLADEWATER
ORDINANCE O-26-05**

**AN ORDINANCE OF THE CITY OF GLADEWATER, TEXAS ADOPTING A NEW
CHAPTER 15.12 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 of Gladewater has experienced numerous issues regarding the unregulated use of residences as short-term rentals; and

WHEREAS, the City desires to adopt reasonable but enforceable regulations to govern the use of residences as short-term rentals; and

WHEREAS, the City recognizes that such regulations must be adopted with consideration of the right of property owners to use their property as they see fit, the need for more high-quality rentals to meet outside demand, and the need for other property owners to keep their property in the quiet, undisturbed charter that they have been accustomed to:

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

SECTION 1: **ADOPTION** “15.12 SHORT-TERM RENTALS” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12 SHORT-TERM RENTALS (Non-existent)

AFTER ADOPTION

15.12 SHORT-TERM RENTALS(*Added*)

SECTION 2: **ADOPTION** “15.12.01 PURPOSE” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.01 PURPOSE (Non-existent)

AFTER ADOPTION

15.12.01 PURPOSE(*Added*)

The city desires a friendly, mutually cooperative, and successful relationship between its residents and its short-term rental owners, many of whom are one and the same. It is the purpose of this chapter to protect the public health, safety, and general welfare of individuals and the community at large; to provide reasonable means to mitigate the impacts created by occupancy of short-term rental units; and to implement rationally-based, reasonably-tailored regulations to protect the integrity and quiet enjoyment of the city's neighborhoods.

SECTION 3: ADOPTION “15.12.02 DEFINITIONS” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.02 DEFINITIONS (Non-existent)

AFTER ADOPTION

15.12.02 DEFINITIONS(*Added*)

- A. **Bedroom.** An area of a dwelling unit intended primarily as sleeping quarters. The term does not include a kitchen, dining room, bathroom, living room, utility room, closet, or storage area of a dwelling unit.
- B. **City Secretary.** The person appointed as City Secretary for the City of Gladewater, or the person designated to perform the duties of the City Secretary under this Chapter by the City Manager.
- C. **Dwelling unit.** A building or portion of a building arranged, occupied, or intended to be occupied as a residential unit designed to accommodate one household for living, sleeping, eating, cooking, and sanitation.
- D. **Hosting platform.** A business or person that provides a means through which an owner may offer a dwelling unit, or portion thereof, for short-term rentals. A hosting platform is usually, though not necessarily, provided through an internet-based platform. It generally allows property owners to advertise the dwelling unit through a website provided by the hosting platform and provides a means for potential short-term rental renters to book the short-term rental, whether renter pays rent directly to the owner or to the hosting platform.
- E. **Owner.** Any individual or entity who has title to an STR.
- F. **Short-term rental (STR).** Any dwelling unit or accessory structure, or any portion of any dwelling unit, which is occupied or offered or designed for transient or temporary human occupancy for less than 30 consecutive days for dwelling, lodging, or sleeping purposes for compensation. This includes, but is not limited to, houses, garage apartments, guest houses, cabins, or other dwelling units, or portions of any of these dwelling units. The short-term rental excludes all recreational vehicles.

G. **Substantiated complaints.** Any written complaint, supported or verified by corroborating information, submitted to the City Secretary and determined to be an ordinance violation or a violation of state law; for example, the report of an investigating police officer, photographic documentation, or an audio or video recording. The allegations in the complaint do not have to be the subject of a criminal complaint or result in a criminal conviction for a complaint to be substantiated.

SECTION 4: ADOPTION “15.12.03 SHORT-TERM RENTAL SPECIFIC USE PERMIT APPLICATION REQUIREMENTS” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.03 SHORT-TERM RENTAL SPECIFIC USE PERMIT APPLICATION REQUIREMENTS (Non-existent)

AFTER ADOPTION

15.12.03 SHORT-TERM RENTAL SPECIFIC USE PERMIT APPLICATION REQUIREMENTS(*Added*)

- A. Short-term rentals are not an authorized use in any residential or commercial-zoned district without a specific use permit. No owner of property within the city shall conduct, operate, or maintain a short-term rental in the city without the owner first having applied for and received a valid STR specific use permit under §15.11.480 of this code, complied with the requirements of this chapter, as may be amended, and all applicable provisions of local, state, or federal laws, statutes, rules, or regulations.
- B. Any property used as a short-term rental without complying with the process, standards, and limitations herein and not qualifying for the exemption under §15.12.04, will be in violation of this chapter and subject to §15.12.12 of this chapter.
- C. An application for a specific use permit under this chapter must be submitted to the city by the property owner or with the approval of the property owner by the property owner's designated representative;
 - 1. The application for a STR specific use permit shall include and be accompanied by the following:
 - a. A written verification from all the owners of the real property consenting to the property being used for short-term rentals;
 - b. Proof of ownership, such as a deed, of the property to be used as a short-term rental;
 - c. The owner's, operator's, and their designated 24-hour representative's sworn acknowledgement that a copy of this chapter has been received, and has been reviewed;
 - d. Certification that the owner understands the requirements of this

- chapter, that the owner agrees to perform the duties required by this chapter, that the dwelling is not subject to outstanding city code or state law violations, and that the owner will enforce the chapter with any tenants;
- e. The owner's agreement to use their best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties, and will adhere to the city nuisance standards (Chapter 9.07 of the city code of ordinances, as amended);
 - f. The maximum number of occupants allowed on the premises of the short-term rental dwelling unit, the number of vehicles allowed to be parked on the premises, and certification that the maximum numbers are in compliance with the standards and limitations included in §15.12.06 of this chapter;
 - g. If the subject dwelling is on a property that has a homeowner's association (HOA) at the time of permitting, an affidavit that the HOA allows for short-term rental of the dwelling;
 - h. If the dwelling is not connected to a sewer system, documentation of approval after inspection within 1 year, and documentation that the septic tank capacity will adequately dispose of the volumes of wastewater generated from the short-term rental of the structure and maximum occupants;
 - i. Proof of insurance in the amount of \$100,000 combined single limit maintained covering liability for personal injury and property damage, with language or an addendum allowing STR's;
 - j. Fee payment in the amount established in the fee schedule provided in appendix A to this code for the original specific use permit or renewal;
 - k. Designation of a 24-hour representative, including the designated representative's name, physical address, e-mail address, and phone number;
 - l. Certification that the applicant has sent written neighbor notification, by regular first-class mail via the United States Postal Service or e-mail, to all owners of real property within 500 feet of the STR property line. The affidavit shall be accompanied by proof of receipt or rejection of said notification by adjacent property owners. Written neighbor notification shall include the following information:
 - (1) A copy of the permit application; and
 - (2) The telephone number and e-mail address of the city office at which members of the public may report violations of the short-term rental ordinance.
 - m. A copy of the rental agreement the applicant will require of each short-term rental tenant, which shall include the following:
 - (1) Specification that the short-term rental tenants agree to comply with all the city ordinances and state laws; and

(2) Specification that the short-term rental tenants shall comply with the maximum occupancy and motor vehicle parking limitations.

2. An inspection of the short-term rental shall be required by the City Secretary at the time of initial application and renewal. The purpose of the fire/safety/health inspection is to assure conformance of the dwelling unit with the state's adopted International Residential Building Code, the Uniform Housing Code, and the Uniform Fire Code regulations related to potential safety issues; including but not limited to an approved means of egress from every bedroom and, if the short-term rental has a pool or lake access, life-saving equipment.

SECTION 5: ADOPTION “15.12.04 TRANSFER OF SPECIFIC USE PERMIT PROHIBITED” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.04 TRANSFER OF SPECIFIC USE PERMIT PROHIBITED (Non-existent)

AFTER ADOPTION

15.12.04 TRANSFER OF SPECIFIC USE PERMIT PROHIBITED(*Added*)

An STR specific use permit issued pursuant to this chapter is not transferrable upon change in ownership of the short-term rental property. STR specific use permits are not transferrable between properties. Each new owner of the property must apply for a new specific use permit to rent property under the short-term rental chapter. A permit holder shall inform the city within seven days if the property is sold or transferred. The permit shall become invalid immediately upon sale or transfer of the property.

SECTION 6: ADOPTION “15.12.05 SPECIFIC USE PERMIT APPLICATION REVIEW PROCESS” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.05 SPECIFIC USE PERMIT APPLICATION REVIEW PROCESS (Non-existent)

AFTER ADOPTION

15.12.05 SPECIFIC USE PERMIT APPLICATION REVIEW PROCESS(*Added*)

- A. **Administrative review.** The City Secretary shall conduct a review of the application. If the application is incomplete, the city must provide the applicant notice of any failure to provide required or necessary documents or other information within ten business days of receipt of the application. Once the City Secretary determines that the application is administratively complete, such application shall be processed in accordance with the provisions of §15.11.480 of the City Code of Ordinances.
- B. **Notice and public hearing, approval, additional conditions.** A public hearing before the Planning & Zoning Commission is required before an STR specific use permit may be issued.
1. Notice of the public hearing shall be given by written notification, to all owners of real property within 500 feet of the proposed STR property line. Notice shall be given at least 15 calendar days before the public hearing. Notice shall also be published in the city designated newspaper at least 15 days before the public hearings. The owner shall receive a notice from the city that must be posted within the right-of-way, four feet off the road in plain view, 15 calendar days before the public hearing.
 2. The planning and zoning commission in making its recommendation and the council in rendering its decision on the application shall evaluate the impact of the proposed STR and the compatibility of the STR with surrounding properties to ensure the appropriateness of the use at a particular location.

SECTION 7: ADOPTION “15.12.06 SHORT-TERM RENTAL STANDARDS AND LIMITATIONS” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.06 SHORT-TERM RENTAL STANDARDS AND LIMITATIONS (Non-existent)

AFTER ADOPTION

15.12.06 SHORT-TERM RENTAL STANDARDS AND LIMITATIONS(*Added*)

A property owner who operates a STR shall comply with the following conditions and limitations:

- A. **Maximum occupancy.** The maximum occupancy allowed on the premises of the STR shall be 2 persons per bedroom plus 2 additional persons.
- B. **On-premises parking requirements.** On-premise parking by renters or their guests shall be a maximum of 2 vehicles, plus 1 additional vehicle space for every 2 persons more than 4 that the STR is permitted to have pursuant to subsection (A) of this Section.
- C. **Garbage service.** The property owner is responsible for removing garbage via the

- city's contracted disposal company after occupancy. Weekly solid waste collection shall be provided by the property owner during all months that the STR is available for short-term rental occupancy. Garbage cans shall be placed on the street the day before pickup and shall be stored by the day after pickup. Trash and refuse must be stored outside of public view, except in proper containers for the purpose of collection by the city's authorized waste hauler on scheduled trash collection days.
- D. **Hosting platform.** All hosting platforms for the STR must include within advertisements for the STR, the occupancy and motor vehicle parking limitations.
- E. **24-hour contact.** The owner must provide a contact that will be available by phone 24-hours a day, seven days a week to ensure a response to neighborhood concerns, questions, complaints, and the condition, operation, or conduct of the occupants. The 24-hour contact number must have the physical ability to respond at the short-term rental site within 2 hours. The contact information must be kept updated.
- F. **Notifications to STR occupants.** The following information shall be reviewed with each tenant and displayed at a prominent location in the STR:
1. The maximum number of occupants to be allowed on the premises at any given time;
 2. The parking limitations on the premises, including a description of where motor vehicle parking is allowed;
 3. Contact information of the property owner and the 24-hour contact, including email or phone numbers;
 4. Contact information for the fire department, police, and city office;
 5. Details of these noise, nuisance, and littering standards;
 6. A statement that renters and occupants take full responsibility for the property and may be subject to fines; and
 7. A copy of the short-term rental permit with expiration date.
- G. Should the owner become aware that the police department and/or fire department responded to an incident at the STR the owner shall contact the occupants within two hours of being alerted of the call to address the complaint. The owner shall submit in writing to the city the date of the incident, when it occurred, incident address, and description of the incident and the corrective action taken, if applicable.
- H. **Indemnification.** To the fullest extent permitted by law, the owner of an STR must defend, indemnify, and hold harmless the city, its officials, officers, and employees free and harmless from any and all claims, demands, causes of action, damage, or injury to persons or property arising out of any alleged acts, omissions, or wilful conduct of the owner, its employees, its agents, and lessees.

SECTION 8: ADOPTION “15.12.07 SHORT-TERM RENTAL PERMIT RENEWAL” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.07 SHORT-TERM RENTAL PERMIT RENEWAL (Non-existent)

AFTER ADOPTION

15.12.07 SHORT-TERM RENTAL PERMIT RENEWAL(*Added*)

Permits for short-term rentals shall be renewed every 12 months on the anniversary date of issuance. Property owner shall present an updated STR fire, safety, and health inspection at time of permit renewal.

SECTION 9: ADOPTION “15.12.08 VIOLATIONS” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.08 VIOLATIONS (Non-existent)

AFTER ADOPTION

15.12.08 VIOLATIONS(*Added*)

- A. The provisions of this section are in addition to, and not in lieu of, any criminal prosecution or penalties as provided by city ordinances or county or state law.
- B. Holders of a short-term rental specific use permit issued under this chapter shall comply with and ensure that their renters comply with all applicable city ordinances and state laws regulating litter, waste disposal, noise, nuisance, and other regulations for the protection of the health, safety, and welfare of the public.
- C. It is a violation of this chapter for an owner of the dwelling unit to:
 - 1. Operate a short-term rental without complying with the process, standards, and limitations of this chapter;
 - 2. Submit false documents, or otherwise make a false statement of a material fact on the application for a specific use permit submitted under this chapter;
 - 3. Advertise for rental of a property that does not have a valid STR specific use permit;
 - 4. Fail to notify the city and neighbors within 500 feet of the property line a change in the 24-hour contact information;
 - 5. Fail to have a 24-hour representative or agent to respond to a STR complaint within two hours of being alerted and correct any violations;
 - 6. Have occupancy or motor vehicles above the allowed limits at the premises;
 - 7. Have any instance that police authorities issued a citation to occupants of the short-term rental;
 - 8. Have any new fire code violations that arise after a permit is issued;
 - 9. Have any instance of noncompliance with garbage or littering standards set forth within this chapter;
 - 10. Have any instance of noncompliance with Chapter 9.07, the nuisance standards of the City.

SECTION 10: ADOPTION “15.12.09 COMPLAINTS, LICENSE SUSPENSION, REVOCATION AND OPERATING WITHOUT A LICENSE” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.09 COMPLAINTS, LICENSE SUSPENSION, REVOCATION AND OPERATING WITHOUT A LICENSE (Non-existent)

AFTER ADOPTION

15.12.09 COMPLAINTS, LICENSE SUSPENSION, REVOCATION AND OPERATING WITHOUT A LICENSE (*Added*)

- A. Any resident or employee of the city may submit a written complaint to the City Secretary regarding a STR.
- B. The City Secretary shall notify the owner in writing within ten business days of any substantiated complaint and request corrective action within 14 calendar days of day being notified. If no corrective action is taken, the STR permit is suspended, and subject to penalties.
- C. If the City Secretary finds that a STR owner has received three separate substantiated cumulative complaints in one 12-month period, the STR permit shall be suspended and the planning and zoning commission will be notified. The owner shall receive written notification of the third substantiated complaint and the suspension. A public hearing will be held with the planning and zoning commission, with the planning and zoning commission making a determination as to whether to recommend to city council to revoke the STR specific use permit. The owner may not rent their property during the period of suspension.
- D. Properties operating a short-term rental without the permit required by this chapter will be notified of such in writing by the City Secretary. The owner, to avoid penalties shall:
 - 1. File an application for a STR specific use permit within 14 calendar days of the date of notification;
 - 2. Immediately cease illegal operation of the short-term rental, including advertising, until the requirements of this chapter are satisfied; and
- E. If no applications are received within the required time frame, the owner is subject to penalties as detailed in §15.12.12 and loses the right to apply for an STR specific use permit for a period of one year.

SECTION 11: **ADOPTION** “15.12.10 SHORT-TERM RENTAL SPECIFIC USE PERMIT REVOCATION” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.10 SHORT-TERM RENTAL SPECIFIC USE PERMIT REVOCATION (Non-existent)

AFTER ADOPTION

15.12.10 SHORT-TERM RENTAL SPECIFIC USE PERMIT REVOCATION(*Added*)

- A. Revocation of short-term rental specific use permit. After a public hearing and recommendation from the planning and zoning commission, the city council, after public notice and a public hearing, may revoke any specific use permit for the following reasons:
1. Substantiated violation of any of the standards, conditions, and limitations applicable to the specific use permit in which a suspension has not been rectified as requested;
 2. A substantiated violation of operation or maintenance of the specific use dwelling or property in a manner that is detrimental to the public's health or safety; or
 3. Discontinuance of the use.
- B. If the short-term specific use permit has been revoked, the owner loses the ability to use the property as a short-term rental immediately. The owner of the STR that has been revoked, other than for discontinuance of the use, is not eligible for a new STR specific use permit until after a one-year waiting period.
- C. The City Secretary shall notify a STR specific use permit holder that the STR specific use permit has been revoked and of the process for appealing the revocation.
- D. Any denial or revocation of a STR specific use permit may be appealed to Council. An appeal under this section must be filed within 15 calendar days of the revocation or denial.

SECTION 12: **ADOPTION** “15.12.11 COMPLIANCE PERIOD” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.11 COMPLIANCE PERIOD (Non-existent)

AFTER ADOPTION

15.12.11 COMPLIANCE PERIOD *(Added)*

Current short-term rental owners shall have 60 days from the date this chapter is passed to apply for a short-term rental specific use permit. The owner may continue to operate the short-term rental until the application is granted or denied.

SECTION 13: **ADOPTION** “15.12.12 PENALTY” of the Gladewater Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.12.12 PENALTY (Non-existent)

AFTER ADOPTION

15.12.12 PENALTY *(Added)*

Any individual, business, or entity who violates this chapter or fails to comply with the conditions of a permit commits a class C misdemeanor. A violation of this chapter is punishable by a fine or revocation of the short-term rental specific use permit or both. Each day of violation of any provision of this chapter shall constitute a separate offense.

1st Violation	2nd Violation	3rd Violation
Minimum of \$250.00 per day	Minimum of \$500.00 per day	Minimum of \$750.00 per day

SECTION 14: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 15: **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 16: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from July 16, 2026 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 Andre' Clay	_____	_____	_____	_____
Councilmember Stoney Stone	_____	_____	_____	_____
Councilmember William Blackmon	_____	_____	_____	_____
Councilmember Milton Anderson	_____	_____	_____	_____
Councilmember Kevin Clark	_____	_____	_____	_____

Attest

Presiding Officer

Judy Van Houten, City Secretary,
Gladewater

Brandy J. Flanagan, Mayor,
Gladewater

**GLADEWATER
ORDINANCE O-26-06**

**AN ORDINANCE OF THE CITY OF GLADEWATER, TEXAS AMENDING
§7.07.030 SCHEDULE III - SCHOOL ZONES; §7.07.040 SCHEDULE IV - ONE-WAY
STREETS, RIGHT TURN ONLY AND DEAD-END STREETS; AND §7.09.010
SCHEDULE I - NO PARKING ZONES 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 desires to amend those parts of §7 - Traffic Code outlined in this ordinance.

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

SECTION 1: **AMENDMENT** “7.07.030 Schedule III - School Zones” of the Gladewater Municipal Code is hereby *amended* as follows:

AMENDMENT

7.07.030 Schedule III - School Zones

- A. No person shall drive a vehicle at a speed in excess of 20 miles per hour on any portion of the following described streets between the hours designated on any day when public school classes are being conducted.
- B. Any speed in excess of 20 miles per hour at the times specified shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful.

<i>Street</i>	<i>Location</i>	<i>Times</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Gay Avenue	U.S. 271 to Canfield Street	7 a.m. to 4:30 p.m.	—	--
	From its			

Gay Avenue	intersection with Hendricks Avenue to its intersection with Chevy Chase	7 a.m. to 9 a.m. and 2 p.m. to 4:30 p.m.	89-02	1-19-89
Coach Cooksey Street	From Saunders Street to South Loop 485	7 a.m. to 4: <u>30</u> p.m.	O-16-20	10-20-16
Roden <u>Anderson</u> Lane	From Saunders Street to South Loop 485	7 a.m. to 4: <u>30</u> p.m.	O-16-20	10-20-16
Saunders Street	From Coach Cooksey Street to Roden <u>Anderson</u> Lane	7 a.m. to 4: <u>30</u> p.m.	O-16-20	10-20-16

Penalty, see GMC 7.03.310

SECTION 2: **AMENDMENT** “7.07.040 Schedule IV - One-Way Streets And Dead-End Streets” of the Gladewater Municipal Code is hereby *amended* as follows:

AMENDMENT

7.07.040 Schedule IV - One-Way Streets, Right Turn Only And Dead-End Streets

A. *Permanent one-way streets.* The following streets shall be designated for one-way traffic only.

<i>Street</i>	<i>Location</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Clair Street	North west bound from South Tyler Road (U.S. Hwy 271) to the intersection of Spencer Street	O-15-20	11-19-15
	East bound from		

Saunders Street	Eleanor Street to Roden Lane	90-5; O-12-06	9-20-90; 3-15-12
W. Hull Avenue	West bound from Canfield Street to N. Tenery Street	O-23-10	9-21-23
W. Jeanette Avenue	East bound from N. Tenery Street to Canfield Street	O-23-10	9-21-23
Spencer Street	South east bound from Clair Street to the intersection of South Tyler Road (U.S. Hwy 271)	O-15-20	11-19-15

B. *Limited right turn only* ~~one-way streets~~. The following ~~intersections~~ ~~streets~~ shall be designated for ~~right turn~~ ~~one-way traffic~~ only during the hours specified.

Street <u>Intersection</u>	Location <u>Direction of Approach</u>	<i>Times</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<u>Martha Dr. and W. Gay Ave.</u>	<u>Southbound traffic on Martha Dr. approaching W. Gay Ave.</u>	<u>Between the hours of 7:00 a.m. and 8:00 a.m. and 3:30 p.m. and between the hours of 4:30 p.m. on school days only</u>		

C. *Holiday activities.*

1. During the Fourth of July activities at the lake each year between the hours of 3:00 p.m. till 12:00 p.m. Midnight, the traffic will flow one-way only with parking allowed on each side as long as the emergency vehicles can clear the passage way in the middle.
2. Attached to Ordinance 95-09 on file in the office of the City Clerk is a plat with arrows directing the traffic flow on Pinecrest, West Lake (between Pinecrest and Woodbine), and Woodbine Streets.

D. *Dead-end streets.* The following streets shall be designated as dead-end streets.

--	--	--

<i>Street</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Smith Street	01-06	5-17-01

Ord. 95-09, passed 6-15-95) Penalty, see GMC 7.03.310

SECTION 3: **AMENDMENT** "7.09.010 Schedule I - No Parking Zones" of the Gladewater Municipal Code is hereby *amended* as follows:

AMENDMENT

7.09.010 Schedule I - No Parking Zones

- A. The following described streets or portions of streets shall be designated as NO PARKING ZONE and it shall be unlawful for the driver of any vehicle to park said vehicle within said NO PARKING ZONE being more fully described as follows:

<i>Street</i>	<i>Location</i>	<i>Times</i>	<i>Ord. No.</i>	<i>Date Passed</i>
North Wood Street	From Upshur Avenue north to Maple Avenue of the east side thereof	All	—	--
Virginia Drive	From Maple Avenue west to Howard Street on the north side thereof	All	—	12-7-54
	The			

Spring Street	west side of Spring Street from Upshur Street south 200 feet	All	—	--
Ferry Street	The east side of Ferry Street from Upshur Street south 175 feet	All	—	--
Northwest Street	The west side of Northwest Street from Quitman to Upshur Street	All	—	4-26-60
Glade Street	Between Ferry Street and Dean Street, except parallel parking which shall be allowed	All	—	12-6-60

	on the south side of Glade Street			
U.S. 80	The south side of U.S. 80 from the intersection of the centerline of U.S. 80 with the centerline of N. Rodeo Street west 300 feet	All	82-11	4-8-82
Gay Avenue	On both sides of the street, from 25 feet west from the intersection of Gay Avenue and Hendric	All	83-16	12-13-83

	ks Street to the intersec tion of Gay Avenue and U.S. 271			
Hendric ks Street	On the south side, from the intersec tion of Hendric ks Street and Walnut Street to the intersec tion of Hendric ks Street and Gay Avenue	All	83-16	12-13- 83
Phillips Drive	Both sides from Virginia Drive to Wood Street	From 6 p.m. to followi ng a.m.	87-15	10-15- 87
	West side of			

Martha Drive	the street between the Bus Loading Zone Exit and 25 feet south of the Gay Avenue School Bus Loading Zone Exit	7:45 a.m. to 8:15 a.m. and 3:00 p.m. to 3:30 p.m.	93-02	3-18-93
Lakeshore Drive	West side of the street parallel to the cove, between the boat ramps and approximately 267 feet	All	00-07	7-20-00
	Northern intersection of Lakeshore Drive and West Lake			

Lakeshore Drive	Drive, extending downhill approximately 100 feet toward Lake Gladewater	All	00-07	7-20-00
College Street	Both sides of the street	All	01-15	11-15-01
Money Street	West side between Pacific Street and South Loop 485	All	06-10	10-19-06
Melba Street	South side between Wood Street and Mildred Street	During school hours	O-09-06	5-21-09
South Loop	North and south side between	All	O-09-	7-16-09

485	Coach Cooksey Street and Roden Lane		12	
Canfield Street	East side between Martha Drive and Melba Avenue	All	O-10- 08	8-19-10
Hurley Avenue	Canfield Street to the intersection of Maple Avenue	All	O-14- 07	5-22-14
Clair Street	East, northeast and north sides from South Tyler Road (U.S. Hwy 271) to Spencer Street	All	O-15- 21	11-19- 15
	The west side from Clair			

Spencer Street	Street to South Tyler Road (U.S. Hwy 271)	All	O-15-21	11-19-15				
W. Hull Avenue		From Canfield Street to N. Tenery Street	All	O-23-10		09-21-23		
W. Jeanette Avenue		From Canfield Street to N. Tenery Street				-23-10		09-21-23
Pacific Street	From Money Street to Ames Street	All	O-16-04	2-18-16				

- B. 1. The parking of trucks is prohibited as follows:

<i>Location</i>	<i>Times</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Gladewater Ballpark Complex located on Pacific Street	All	O-16-15	9-15-16

2. *Definitions.* For the purpose of this division, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PERRYMAN FIELDS. The ball park fields and parking areas located on South Loop 485, Gladewater, Gregg County, Texas.

TRUCK. Any vehicle designed or operated for the transportation of goods or property, and being trucks in excess of one ton.

(Ord. 01-05, passed 3-15-01; Am. Ord. O-16-15, passed 9-15-16) Penalty, see GMC 7.03.310

SECTION 4: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 5: **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 6: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from July 16, 2026 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 Andre' Clay	_____	_____	_____	_____
Councilmember Stoney Stone	_____	_____	_____	_____
Councilmember William Blackmon	_____	_____	_____	_____
Councilmember Milton Anderson	_____	_____	_____	_____
Councilmember Kevin Clark	_____	_____	_____	_____

Attest

Presiding Officer

Judy Van Houten, City Secretary,
Gladewater

Brandy J. Flanagan, Mayor,
Gladewater



5-26-26

CITY OF GLADEWATER

PUBLIC WORKS
S. TYLER STREET
GLADEWATER, TX 75647

RE: Consent and Notice of Alteration

FA # 10012979 USID # 67716

Site Name: Hwy 271/Gladewater

Property Address: 101 East Allison Avenue, Gladewater, TX 75647

Consent is requested to the alteration and for the maintenance, replacement and addition of wireless communication equipment at the site. The modifications include maintenance, upgrading and installation of additional fiber facilities necessary for the operation of the above mentioned wireless facility. We understand that our GC (MTSI) will coordinate this work with the Landlord's appointed representative. MTSI will give that representative a minimum of forty-eight (48) hours notice prior to entering the work area.

This work will include installation of new conduit from the lease area down the recorded easement to the ROW (as shown on the attached drawing).

Sent by: Stephani Paramore, Project Manager for MTSI on behalf of AT&T Wireless

Consent given:

By: _____ Authorize Signatory

Date: _____

Name: _____

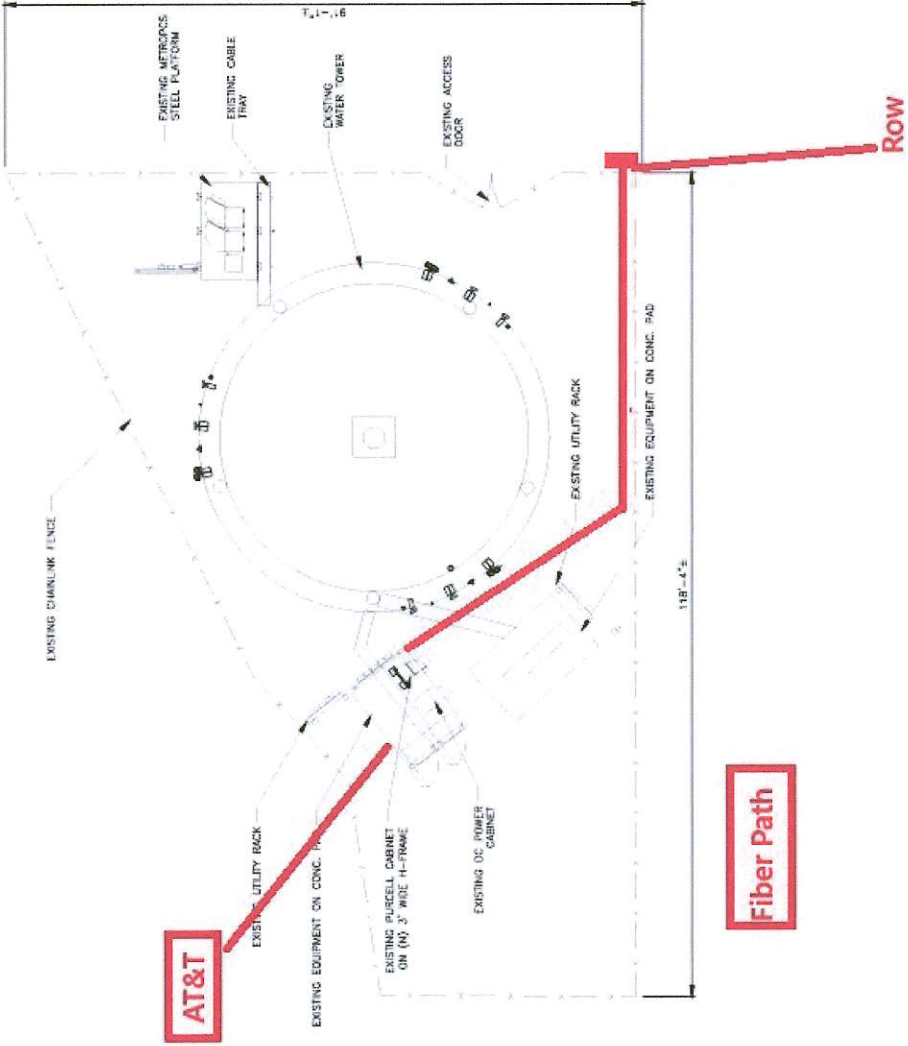
Title: _____

Property Contact for Construction:

Name and Telephone number of Construction Contact:

AT&T
USID 67716
FA 10012979
Gladewater TX

Local
Municipality
City of
Gladewater





Judy Van Houten

From: Chris D. Walker <cwalker@md7.com>
Sent: Thursday, April 16, 2026 11:20 AM
To: Judy Van Houten
Subject: RE: FA: 10012979 | AT&T Lease Renewal Timing – Final Term

Hi Judy,

Thank you for your time a little while ago.

As discussed, AT&T is now prioritizing lease renewals at the end of the second-to-last term or at the very beginning of the final term. This approach is intended to ensure continuity of service and avoid potential disruptions or last-minute challenges.

Over the years, the timeline required for zoning, permitting, engineering, and construction of a new site has continued to increase—particularly in cases where a lease is not renewed. Because of this, AT&T aims to secure renewals early in the final term so they can confidently rely on the existing site or, if necessary, begin identifying and developing a replacement site with sufficient lead time.

Over the past 18 months, AT&T has also begun reviewing leases with approximately 10 years remaining as candidates for early renewal. Leases within the final term (typically the last five years) are now considered critical, prompting either immediate renewal efforts or evaluation of alternative site options to allow adequate time for the development process.

Taking this proactive approach helps protect all parties by maintaining uninterrupted operations and minimizing risks associated with end-of-term timing constraints.

Please let me know if you have any questions or if I can provide any additional information.

Regards,
Chris

Chris D. Walker

MD7

D (469) 833-2688 ext. 2231
cwalker@md7.com



950 West Bethany Drive
Suite 700
Allen, TX 75013

MD7

March 10, 2026

Judy Vanhooten
City of Gladewater
P.O. Box 1725
Gladewater, TX 75647

Re: AT&T Lease Expiration Program
FA # 10012979 / Lease ID: 293
Site Address: 101 East Allison Avenue, Gladewater, TX 75647

Dear Landlord,

As you are aware, AT&T Mobility ("AT&T") has partnered with MD7, LLC ("MD7") to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network. AT&T has asked MD7 to provide services in administering AT&T's Lease Expiration Program (LEP). MD7 has been authorized by AT&T to correspond and discuss how the LEP program may be of benefit to you.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

What does this mean to me?

AT&T would like to work together with you in extending the current lease which is set to expire on March 31, 2031. AT&T is willing to offer the following modifications to secure a longer-term lease with you:

- Commencing **10/1/2026**: Adjust rent to a revised figure of **\$5,000.00 per year** based on regional market analysis and operational performance statistics.
- Rent will remain fixed until **4/1/2031**. On this date, and every five years thereafter, a **7.5%** escalator will take effect and be set into place until the termination or expiration of the lease.
- Extend the life of the lease with up to 5 renewal terms (1 term is equal to 5 years).

Or

- **Lump Sum Payment Option:** Provide a one-time lump sum payment of **\$100,000**. In return, you will grant a perpetual easement on your property and assign the lease rights and rental income under your lease with AT&T to MD7 or an affiliate of MD7.

It is important for you to know that the pre-payment does not change the ownership or control of the rest of your property in any manner.

In order to achieve the necessary lease flexibility required for upcoming technological shifts, the following language must be inserted into the existing lease:

- **Expansion of Permitted Use**

"Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized subtenants, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights that may be available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant."

- **24/7 Access**

"Landlord hereby grants to Tenant, its authorized subtenants, and to any public or private utility serving Tenant's Communications Facility or related equipment, access to the Premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Tenant, in its sole discretion, without the requirement of notice by Tenant to Landlord. In the event that any public or private utility serving Tenant's Communications Facility is unable to use the access provided to Tenant, the Landlord hereby agrees to grant additional access to Tenant or to such public or private utility, for the benefit of Tenant, at no cost to Tenant and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph."

■ **Removal/Restoration**

In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Facility and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors in interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to the contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship for years to come. Participation in this program is optional and AT&T will continue to abide by the terms of the existing agreement, including AT&T's rights to not extend the existing lease agreement. After having reviewed this proposal, please contact me within 10 business days to discuss further.

Thank you for your consideration.

Sincerely,

Christopher Walker

Lease Consultant

d: (469) 833-2688

e: cwalker@md7.com

MD7 | Authorized Agent for AT&T Mobility

Submission of this letter does not constitute a modified agreement and is only a proposal. The parties acknowledge and agree that they intend to be bound only upon the execution of an amendment detailing the provisions herein.



June 17, 2026

TO: All TML Intergovernmental Risk Pool Members
FROM: David Reagan – TMLIRP Board Secretary
RE: Nominations to the Board of Trustees of the Texas Municipal League
Intergovernmental Risk Pool

It's time for nominations to fill four positions on the TML Intergovernmental Risk Pool Board of Trustees. The Board is comprised of fifteen voting members, twelve of whom are elected by the Pool's membership to serve staggered, six-year terms.

- **WHO/WHAT:** Every even-numbered year, the term of office for one-third of the elected Trustees expires, and an election is held to fill those designated Places. Terms for Trustees in Places 1 – 4 expire October 1, 2026. (Place 5 is an appointed, rather than elected, public member.) Those places are currently held by the following individuals:
 - Place 1 – J.W. “Buzz” Fullen, Commissioner, Henderson Housing Authority
 - Place 2 – Emily Crawford, City Manager, Abilene
 - Place 3 – David Rutledge, Mayor, Bridge City
 - Place 4 – Austin Bleess, City Manager, Jersey Village

The composition of the entire Board is on the back of this notice. Eligibility requirements for Places 1 - 4 are as follows:

- Place 1 – Elected official or employee of any Pool Member
 - Places 2, 3, & 4 – Only elected officials or employees of a municipality that is a Pool Member
- **WHEN:** Nominations must be received by the Board Secretary at the address below by 11:59 p.m. on Friday, August 2, 2026.
 - **WHERE/HOW:** Each Board member is elected to a designated Place on the Board, and all nominations must show WHICH of the Places – 1, 2, 3, or 4 – for which the nomination is made. (No residency or other requirement applies.) The governing body of each Member of the Pool may nominate one qualified person for the election. Nominations must be mailed to the Board Secretary, with a short biographical sketch of the nominee and showing the designated Place for which the nomination is made, to the following address:

Trustee Nomination
Board Secretary
P. O. Box 149194
Austin, Texas 78714-9194

The Board Secretary will distribute a ballot to each Pool Member by August 17, 2026. Questions? Contact David Reagan, Board Secretary, at 512-491-2300.

Current Texas Municipal League Intergovernmental Risk Pool Board of Trustee Members and the date their terms expire include:

Place 5 (Oct. 1, 2026)
Bert Lumbreras, Chair
Appointed Public Member

Place 10 (Oct. 1, 2028)
Michael Alexander
Appointed Public Member

Place 4 (Oct. 1, 2026)
Austin Bleess, Vice Chair
City Manager, City of Jersey Village

Place 11 (Oct. 1, 2030)
Randy Criswell,
City Manager, City of Wolfforth

Place 1 (Oct. 1, 2026)
J.W. "Buzz" Fullen
Commissioner, Henderson Housing Authority

Place 12 (Oct. 1, 2030)
Allison Heyward
Councilmember, City of Schertz

Place 2 (Oct. 1, 2026)
Emily Crawford
City Manager, City of Abilene

Place 13 (Oct. 1, 2030)
Harlan Jefferson
Deputy City Manager, City of Burleson

Place 3 (Oct. 1, 2026)
David Rutledge
Mayor, City of Bridge City

Place 14 (Oct. 1, 2030)
Mike Land
City Manager, City of Coppell

Place 6 (Oct. 1, 2028)
Kimberly Meismer
Assistant City Manager, City of Kerrville

Place 15 (Oct. 1, 2030)
Rickey Childers
Appointed Public Member

Place 7 (Oct. 1, 2028)
Mary M. Dennis
Mayor, City of Live Oak

TML Representative
Holly Gray
Mayor Pro Tem, City of Roanoke

Place 8 (Oct. 1, 2028)
Chris Coffman
City Manager, City of Granbury

TML Representative
Monty Wynn
Executive Director, Texas Municipal League

Place 9 (Oct. 1, 2028)
Opal Mauldin-Jones.
City Manager, City of Lancaster

STATE OF TEXAS
COUNTY OF UPSHUR
CITY OF GLADEWATER

THIS LEASE AGREEMENT is made and entered into this ____th day of XXXXXXXXXXXX, 2022 by and between the City of Gladewater, Texas, hereinafter called "Lessor", and XXXXXXXXXXXX of Upshur County, Texas, hereinafter called "Lessee".

WITNESSETH:

That Lessor, for and in consideration of the sum of Two Hundred and No/100 (\$200.00) Dollars paid by Lessee, together with the payment of rents hereinafter provided and agreed to be paid, does hereby lease and demise unto Lessee the following described lot or parcel of land situated in Upshur County, Texas, to wit:

Being Lot No. "XX" of the XXX Subdivision as shown on the plat of the Lake Gladewater area of record in the office of the City Secretary of the City of Gladewater, Texas, and also of record in the Plat Records of Upshur County, Texas, together with the right of ingress and egress over and across any property of Lessor lying directly and immediately between the street side boundary of said lot and the nearest public street.

COVENANTS OF LESSEE:

1. This Lease Agreement, herein referred to as "Lease" shall be for a term from **202X to 212X**, subject to the renewal provisions hereinafter provided.

2. Lessee agrees to pay Lessor the sum of **Seventy-five and No/100 (\$75.00) Dollars** per year as rent for use of the above described lot, such rent to be paid in advance on or before the ____th day of XXXXX each year beginning with **202X**. The timely payment of such rent as herein provided shall automatically renew this Lease for a period of one year from the anniversary date hereof. If Lessee timely pays the annual rent provided for herein and abides by all other covenants, terms and conditions of this Lease, Lessee shall have an indefeasible option to extend this Lease for an additional year, and from year to year. Lessee may prepay the annual rental for any number of years. Upon the failure of Lessee to pay the rent herein agreed upon within thirty (30) days after the date rent is due, the Lessee shall be notified by certified letter, return receipt requested, that the Lease must be brought current within sixty (60) days to avoid termination of the Lease.

It is specifically understood and agreed by the parties hereto that the consideration of \$200.00 recited in the second paragraph of this Lease is an administrative transfer of lot fee and shall not be considered as a past or future payment of rent.

3. The Rules and Regulations governing Lake Gladewater and the use of said lot, and the Lake Gladewater Boater Information & Instructions Map are incorporated by reference and made a part of this Lease and are attached hereto as part of this lease. Further, the ordinances of the City of Gladewater relating to Lake Gladewater and governing its use are also incorporated herein by reference and made a part of this Lease for all purposes. The City of Gladewater reserves the right to alter or amend the Rules and Regulations governing Lake Gladewater and any ordinance relating thereto which alterations or amendments shall become a part of this Lease and shall be binding on Lessee.

By the acceptance of this Lease, Lessee binds and obligates himself to abide by the above described Rules and Regulations and ordinances, as now existing or as hereafter amended, and upon Lessee's failure to do so, Lessor may terminate this Lease by giving Lessee thirty (30) days written notice of Lessor's intention to do so.

4. Lessee shall not assign his rights under this Lease nor subject the lot to any lien or encumbrance without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, Lessee is hereby granted consent to execute a mortgage or such other instrument as may be needed in connection with a loan to be made by **N/A** to finance the construction, purchase or refinancing of improvements on the lot herein leased. In the event of such a loan, Lessor may notify the lender or mortgagee (if the identity of the lender or mortgagee is known to Lessor) of any default by Lessee in complying with this Lease, and said lender or mortgagee shall have the right to cure such default on behalf of Lessee. Lender or mortgagee shall be responsible for keeping Lessor informed of its proper identity and current notification address. Lessor shall grant its consent to any assignment of this Lease upon the payment of a \$200.00 transfer fee and the execution of a Lease by the assignee.

5. Lessee shall be solely liable for and hereby agrees to pay any taxes levied or assessed.

TERMINATION:

In the event this Lease is terminated for any reason specified herein, Lessor shall give Lessee thirty (30) days written notice that this Lease is terminated, and Lessee shall have sixty (60) days after receipt of said notice to remove the improvements placed on the lot. If Lessee fails to remove the improvements within that period of time, the improvements on said lot shall revert to and become the property of the City of Gladewater.

It is specifically agreed and acknowledged by Lessee that if Lessor should fail to give timely notice of termination of this Lease upon Lessee's breach of any covenant, condition, rule, regulation or ordinance incorporated in and made a

part of this Lease, said failure shall not be construed as a waiver by Lessor of such breach, and Lessee shall acquire no rights as a hold-over tenant.

IN WITNESS WHEREOF, the parties have executed this Lease, in duplicate on the day and year first written above.

CITY OF GLADEWATER, TEXAS

Brandy J. Flanagan -- Mayor, LESSOR

ATTEST:

Judy Van Houten -- City Secretary

LESSEE –

LESSEE –

STATE OF TEXAS

COUNTY OF GREGG

The above and foregoing instrument was acknowledged before me on _____ by **Brandy J. Flanagan**, Mayor of the City of Gladewater, Texas, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF _____

The above and foregoing instrument was acknowledged before me on _____ by **XXXXXXXXXXXX**, Lessee.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF _____

The above and foregoing instrument was acknowledged before me on _____ by **XXXXXXXXXXXX**, Lessee.

Notary Public, State of Texas

ASSIGNMENT OF LEASE

For value received, the foregoing Lease is hereby transferred and assigned to _____ this _____ day of _____, 20____, who by the acceptance hereof, agrees to comply with all the terms and conditions contained therein.

LESSEE

LESSEE

ACCEPTED:

NEW LESSEE

NEW LESSEE

APPROVED:

MAYOR OF THE CITY OF
GLADEWATER, TEXAS

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public

****Please return to the City of Gladewater, P.O. Box 1725, Gladewater, Texas 75647 no later than 7 days after recording.****

THE STATE OF TEXAS, }
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A.D. 20____ at _____ o'clock ____M., and was duly recorded by me on the _____ day of _____, A.D. 20____ in Vol. _____, Page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in _____ the day and year last above written.

County Clerk _____ County, Texas.

By _____, Deputy

LAKE GLADEWATER RULES AND REGULATIONS

1. Certain areas adjacent to Lake Gladewater shall be set aside and developed by the City as public parks and picnic areas for use by the public. Other areas shall be subdivided into lots and leased to persons desiring a location for the construction of buildings and boat stalls.
2. Lots at Lake Gladewater shall be on a rental basis as follows: a charge of \$75, whether for a commercial lease or a residential lease, shall be paid by the Lessee on each lot leased for each year. Any lot prepaid as of December 31, 2018 will not be subject to the \$75 annual fee until such time as it is no longer prepaid. Any transferred lot is subject to a \$75 annual rental fee.
3. Each lease shall automatically be renewed by the payment, in advance, of each annual rental; provided Lessee has at all times conformed to the rules and regulations governing the lake and property. Upon failure to pay the rental of any lot within 30 days from due date, the Lessee shall be notified by certified letter, return receipt requested, that the Lease must be brought current within 60 days from the date of the letter to avoid termination of the Lease.
4. If the lease is terminated for any reason, the improvements thereon will revert to the City of Gladewater.
5. Violations of any rules and regulations will authorize the City to cancel the lease and fishing and hunting privileges.
6. Lots shall be leased from maps prepared by the Engineering Department. Applications for lots shall be honored on a first-come first-served basis.
7. No mobile homes will be allowed on any lake lot.
8. All main roads around the lake on City property, within the City limits, shall be constructed and maintained by the City and all driveways leading to lots shall be constructed by the Lessee.
9. The City of Gladewater must approve all transfers of leases. Any improvements on such lease may be sold at a price agreed upon by Lessee and prospective new Lessee, as the City will not enter into this transaction. A copy of all leases and lease transfers shall be filed with the City Clerk's office before becoming effective. The transfer fee shall be \$200.
10. The amount paid for the lease on any lot will cover public boat ramp privileges for Lessee and his immediate family residing in the same household. If two or more parties made joint lease on any one lot, public boat ramp privileges will be granted one party only, and the other interested party in the lease must pay an annual permit fee of \$25.
11. No house shall be erected containing less than 1,600 square feet of heated and cooled living area. Complete plans shall be submitted to the City Inspection Department for approval before construction is begun. No more than one residence and one boathouse may be built on one lot. Storage buildings are not allowed on residential lots without prior approval of the City Manager or his designee. Plans for the boathouse or fishing pier must be submitted to the City Inspection Department for approval prior to construction. Houses, boathouses, and storage buildings must be maintained in good condition with an attractive appearance.
12. No building shall be erected within 50 feet or 305 elevation, (measured horizontally) of the edge of the water at elevation 300, except boathouse or piers. Plans and specifications for all residences or buildings shall make provision for proper sanitation subject to the approval of the Gladewater Health Officer.
13. An aerobic system permitted by the State shall be employed as the method of sewage disposal within 500 feet from the lake water surface, and a distance of at least 100 feet from the lake water surface at spillway elevation where City sewer is not accessible. Aerobic systems shall have a minimum capacity of 200 gallons, as permitted by the State.
14. All garbage shall be collected and removed from the lake shore at least once weekly. No dump ground or garbage incinerator shall be maintained on any lot.
15. No one shall be allowed to maintain livestock or fowls on any lot without special permission of the City Council.
16. No trees or brush may be cut on any City property without approval of the City Inspection Department, and no drainage ditches shall be made without approval of the City. No sodding shall be disturbed unnecessarily.
17. Lot lease owners may obtain water using a 2-horsepower pump from Lake Gladewater for yard or lawn usage.
18. Supervision of the entire lake property shall be under the City Council, and all funds derived from any source connected with the operation of the lake shall be turned over to the City Treasurer.
19. Retaining walls may be constructed at lessee's expense and shall be constructed and maintained to prevent the erosion of land. Retaining walls shall not modify the existing natural shore line and cannot be used to increase lot size. No retaining wall shall be constructed without the prior written consent of the City Inspection Official.
20. The street address of each lot in the Lake Gladewater Subdivision shall be prominently posted at the lessee's expense so as to be clearly visible from Lake Gladewater. The numbers/lettering of said posting shall be a minimum of 5 inches in height.
21. Failure to comply with these rules will result in a fine assessed by the Municipal Court, or cancellation of the lease. Lease cancellation may follow written notice and an opportunity to cure the violation for 30 days. If the violation is not cured within 30 days, the lease may be cancelled.
22. These rules shall be in effect from June 1, 2023. Existing houses, storage buildings, and commercial buildings may be maintained after that date. However, if the house, storage building, or commercial building is reconstructed or rebuilt, the reconstructed or rebuilt structure shall comply with these rules.

LAKE GLADEWATER

BOATER INFORMATION & INSTRUCTIONS

A DAILY BOAT PERMIT OF \$10 IS REQUIRED FOR ACCESS. ANNUAL BOAT PERMITS CAN BE PURCHASED FOR \$50 AT CITY HALL.

- FLOW OF BOAT TRAFFIC ON THE LAKE IS TO BE **COUNTER-CLOCKWISE**.
- BOAT TRAFFIC IS TO STAY AT LEAST **150' FROM ANY STRUCTURES** (DOCKS, POWER POLES, WATER INTAKES, ETC.)
- THE USE OF '**WAKE ENHANCING**' WATERCRAFT IS **PROHIBITED**.
- BOATERS SHOULD FOLLOW ALL LAWS LAID OUT BY TEXAS PARKS AND WILDLIFE DEPARTMENT. INCLUDING HAVING REQUIRED SAFETY DEVICES ON BOARD, PROPER BOAT REGISTRATION, AND BOATERS EDUCATION FOR ALL OPERATORS.

LAKE MAP LEGEND

-  **NO WAKE ZONE**
-  **RECREATIONAL AREA**
-  **RESTRICTED AREA - NO BOAT ACCESS**
-  **USE CAUTION**
STUMPS AND UNDERWATER
HAZARDS PRESENT



STATE OF TEXAS

COUNTY OF GREGG KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LONGVIEW AND THE CITY
OF GLADEWATER FOR ANIMAL SHELTER SERVICES**

This Agreement is made by and between the City of Longview, a municipal corporation of the State of Texas (hereinafter the "Animal Control Authority") and the City of Gladewater, a municipal corporation of the State of Texas (hereinafter the "Animal Control Authority").

WHEREAS, the Animal Control Authority regulates animals pursuant to the authority granted to the Animal Control Authority by law; and,

WHEREAS, Longview owns and maintains facilities to shelter, care for, and dispose of animals as allowed by law; and,

WHEREAS, the Animal Control Authority wishes to utilize the aforesaid facilities owned by Longview to shelter, care for and dispose of animals collected by the Animal Control Authority and to obtain certain services of Longview in regard to same as set forth below; and,

WHEREAS, the Animal Control Authority agrees to put out appropriate information to their citizens regarding operations and agreements with Longview; and,

WHEREAS, the Animal Control Authority acknowledges and agrees that no citizen or Animal Control Authority will deliver an animal to Longview past the closing of the receiving department with the exception of emergencies; and,

WHEREAS, Longview is agreeable to providing the use of such facilities and services on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. SCOPE OF SERVICES

- A. Longview shall provide the services described herein for animals, found or living within the jurisdiction of the Animal Control Authority, delivered to Longview at the Longview Animal Care & Adoption Center. In consideration of Longview providing such services, the Animal Control Authority agrees to comply with the provisions of the Agreement.
- B. For the purposes of this Agreement, the term "animals" shall refer to any member of the classes' reptile, bird, or mammal, except man and felines.
- C. Animal shelter services shall include:

1. Sheltering and holding animals at facilities operated by Longview, provided that capacity is available at the time of delivery.
 2. Releasing animals to owners.
 3. Disposing of animals, including adoption or destruction of animals not claimed by an owner, in accordance with the terms of the Agreement.
 4. Longview will make a reasonable effort to collect the intake fee described in the attached Exhibit A from each resident of the Animal Control Authority who relinquishes ownership of an animal to Longview. Intake fees collected by Longview from residents of the Animal Control Authority will be credited to the Animal Control Authority. The amount of the intake fee will be as set forth in the attached Exhibit A. The Executive Director or their designee shall have the right to waive such fees if it is in the best interest of the animal.
- D. Longview reserves the right to refuse acceptance of any animal, where, in the opinion of the staff of the Longview Animal Care & Adoption Center, Longview does not have facilities, capacity or expertise appropriate or available to accommodate the needs of such animal. Prior to an officer or designee delivering an animal to the Longview Animal Care & Adoption Center, any apparently needed veterinary care shall have been provided by the Animal Control Authority. In the event an animal is delivered to the Longview Animal Care & Adoption Center by an officer or designee and it is determined that such veterinary care should have been provided, the Animal Control Authority agrees to pay and will be billed for the cost of veterinary care incurred by Longview, plus an additional urgent care fee in the amount set forth in Exhibit A.
- E. Longview agrees to provide animal shelter services for animals delivered for the following periods:
1. Seventy-two (72) hours from the date and hour of delivery if the animal is not wearing identification and has no known owner.
 2. Longer than 72 hours if requested by the Animal Control Authority and if the animal is microchipped, is wearing identification, or, according to the records of the Longview Animal Care & Adoption Center, has a known owner. In addition to any other fees to be paid pursuant to this Agreement, the Animal Control Authority will pay a boarding fee for each animal held longer than 72 hours at the Animal Control Authority's request. The amount of the boarding fee is set forth in the attached Exhibit A.
- F. The staff of the Longview Animal Care & Adoption Center will, during the period provided in paragraph I.E, provide the animal to any person who claims to be and has evidence of the ownership of said animal. In addition to any other fees to be paid pursuant to this

Agreement, each person claiming to be the owner of an animal held by the Longview Animal Care & Adoption Center for longer than 72 hours shall pay a boarding fee in the amount set forth in the attached Exhibit A.

Page 2 of 9

- G. An animal may not be released until all applicable fees set forth in the attached Exhibit A have been paid by the person seeing release of the animal. Said fees shall become the property of Longview unless required by this Agreement to be remitted to the Animal Control Authority. The Executive Director or their designee shall have the right to waive such fees if it is in the best interest of the animal.
- H. Animals that have bitten people will be quarantined for a period of ten (10) days and then destroyed or returned to their owner at the discretion of the Animal Control Authority. Quarantined animals shall not be released until all applicable fees are paid by the animal owner or the Animal Control Authority. In addition to any other fees required to be paid for a quarantined animal pursuant to this Agreement, there will be a boarding fee in the amount set forth in the attached Exhibit A.
- I. The Animal Control Authority agrees to furnish Longview copies of all provisions of its regulations affecting Longview's performance under this Agreement and shall notify Longview at least thirty (30) days prior to the date on which any amendment or revision takes effect.
- J. The Animal Control Authority agrees that so far as it is concerned, and to the extent that the Animal Control Authority has power so to provide, every animal not claimed as provided in paragraph I.F before the expiration of the period provided in paragraph I.E shall become the sole and exclusive property of Longview, so that neither the Animal Control Authority nor any agency or agent of the Animal Control Authority, nor of the State of Texas, nor any institution, corporation, nor individual shall have any claim or right to any animal not claimed and redeemed as provided. Longview shall have the authority to sell or dispose of animals after the period provided in paragraph I.I if not claimed as provided in paragraph I.F. The proceeds of such sale shall belong to Longview. Any such sale or disposition by Longview shall be in accordance with all applicable state law.
- K. The Animal Control Authority represents to Longview that the Animal Control Authority has in force an ordinance providing for their vaccination of certain animals, providing for impounding of certain animals and for the condemnation, sale or forfeiture of title of certain animals. If said ordinance is repealed without being replaced by a similar ordinance or ordinances, Longview may terminate this Agreement immediately and Longview shall be compensated for Longview's performance until the date of said termination.
- L. The Animal Control Authority represents to Longview that the Animal Control Authority agrees that it is fully responsible for carrying out all enforcement provisions of the Animal Control Authority's regulations and that Longview is not required to apprehend or to seize any animals within the confines of the Animal Control Authority.
- M. It is mutually agreed to by the Animal Control Authority and Longview that Longview shall

have the right, prior to the expiration of the period provided in paragraph I.E, to humanely destroy any animal that is found to be physically suffering from an injury or a

Page 3 of 9

communicable disease. Before an animal is destroyed in such circumstances, such action shall be approved by a Texas Department of State Health Services certified employee of the Longview Animal Care & Adoption Center, as evidenced by said employee's signature on a euthanasia form showing the present condition of the animal, including injuries, diseases, and general physical condition at time of admittance.

N. The Animal Control Authority understands that this partnership does not give it's citizens early access or rights any different than the citizens of Longview. All citizens within the Animal Control Authority's jurisdiction must make their own appointments through Longview for intakes of personal or stray animals when the Animal Control Authority is unable to transport.

O. The Animal Control Authority shall provide vouchers to its citizens for the relinquishment of both stray and owned animals found within their jurisdiction. These vouchers will be used as a guideline for Longview Animal Care and Adoption Center in regards to animals the Authority has deemed acceptable for reimbursement of cost of care.

II. TERM

The initial term of this Agreement begins on the Effective Date set forth below in this Agreement and ends on September 30, 2030. This Agreement shall automatically renew for four (4) successive one (1) year terms; provided, however, that either party may hereto may terminate this Agreement (solely within its discretion and for no reason or cause whatsoever) at any time by giving the other party hereto written notice of such termination, which notice must be given at least ninety (90) days in advance of the date on which such termination takes effect.

III. FINANCIAL

- A. In addition to any other fees to be paid by the Animal Control Authority pursuant to this Agreement, the Animal Control Authority shall pay Longview an intake fee for each animal delivered to the Longview Animal Care & Adoption Center by the Animal Control Authority or by a resident of the Animal Control Authority unless said intake fee is paid by the resident delivering the animal. The amount of said intake fee shall be as set forth in the attached Exhibit A.
- B. Longview will invoice the Animal Control Authority for fees owed to Longview by the Animal Control Authority pursuant to this Agreement. Longview will invoice the Animal Control Authority no more frequently than once each calendar month. The Animal Control Authority agrees to pay each such invoice within thirty (30) days of receipt of the invoice.
- C. The amount of each fee to be charged by Longview pursuant to this Agreement is set forth in the attached Exhibit A, and that exhibit is made a part of this Agreement for all purposes. Longview may adjust any of the fees set forth in Exhibit A on an annual basis, any such adjustment to be effective on October 1 of each calendar year. If Longview intends to

adjust any of said fees, it will give at least ninety (90) days' written notice of its intent to do so. Any such fee adjustment will be an amendment to this Agreement and will be included as part of Exhibit A to this Agreement.

- D. Longview must maintain adequate records to support billings for a period of five (5) years after completion of this Agreement by Longview. The Animal Control Authority or any of its duly authorized representatives shall have access to any books, documents,

Page 4 of 9

papers and records of Longview which are directly related to this Agreement for the purposes of audit examinations.

- E. Each party making any payments pursuant to this Agreement must make those payments from current revenues available to the paying party.
- F. With regard to any fees that will not be paid by the Animal Control Authority, Longview and the Animal Control Authority agree that Longview, in Longview's sole discretion, may establish such fees in such amounts as Longview may deem appropriate and such fees shall not be subject to this Agreement.

IV. LIABILITY AND INSURANCE

- A. Longview and Longview's officers, agents and employees shall not be deemed to be agents or employees of the Animal Control Authority. Longview's officers, agents and employees shall not be liable for the negligence or other tortious conduct of the Animal Control Authority or any of the officers, agents and employees of the Animal Control Authority.
- B. The Animal Control Authority and the Animal Control Authority's officers, agents and employees shall not be deemed to be agents or employees of Longview. The Animal Control Authority and the Animal Control Authority's officers, agents and employees shall not be liable for the negligence or other tortious conduct of Longview or any of the officers, agents or employees of Longview.
- C. Before the commencement of services under this Agreement, each party to this Agreement shall submit written evidence that the party had obtained for the period of this Agreement full Comprehensive General Liability Insurance coverage. Such written evidence shall be in the form of a Certificate of Insurance executed by the party's insurance carrier showing such policies. The minimum amount of the required General Liability Insurance coverage shall be not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) in any one occurrence and property damage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for all single combined damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount.

D. Before the commencement of services under this Agreement, each party shall provide to the other party a certificate of insurance indicating that the providing party has obtained workers' compensation coverage in accordance with the laws of this state. By signing this Agreement or providing or causing to be provided a certificate of coverage, each party is representing to the other party that all employees of the providing party who will perform any activities in connection with this Agreement will be covered by workers' compensation coverage for the duration of this Agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of

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a self-insured, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation.

E. This Agreement is subject to each party's approval of the other party's evidence of insurance required by this Agreement.

V. MISCELLANEOUS

A. Notice Addresses. Any statement, notice, request or other communication hereunder shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made when sent by certified mail addressed to the following addresses:

Notices to Longview shall be sent to the following address:

City of Longview
Attn: Jenna George
P.O. Box 1952
Longview, TX 75606

Notices to the Animal Control Authority shall be sent to the following address:

City of Gladewater
Attn: Charlie Smith
Address: 519 East Broadway Ave
Gladewater, TX, 75647

B. Construction. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

C. Modification. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

D. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any

provision of this Agreement is declared or found to be illegal, unenforceable or void, then all parties hereto shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves that same objective.

E. Headings for Convenience. The section and subsection headings used herein are for convenience only, and shall not be used to interpret this Agreement.

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F. Assignment Barred. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by either party without first obtaining written consent of the other party.

G. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties regarding the subject matter hereof. This Agreement supersedes all prior agreements (oral and written) between the parties regarding the subject matter of this Agreement or any part thereof.

H. Governing Law and Venue. Without regard to any rules on conflicts of law, this Agreement shall be subject to and interpreted in conformance with the laws of the State of Texas unless expressly provided otherwise by federal law or regulations. Venue for any action arising hereunder shall lie exclusively in Gregg County, Texas, for actions in state court and in the Eastern District of Texas, Tyler Division, for federal court.

I. Relationship of Parties. Longview and the Animal Control Authority shall not be construed as joint ventures or general partners, and neither shall have the power to bind or obligate the other party.

J. No Third Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in this Agreement.

K. Interlocal Agreement. This Agreement is entered into pursuant to Texas Government Code Chapter 791, as amended, known as the Interlocal Cooperation Act, and the services which are the subject of this Agreement exclusively constitute "governmental functions and services" as defined by the Interlocal Cooperation Act.

L. Waiver. The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

M. Survival. Upon the expiration or termination of this Agreement for any reason, the obligations of the parties hereunder shall thereupon cease, but the provisions of this Agreement which confer rights upon either party and which limit or delineate the responsibility of either party shall remain in effect as to the parties' conduct prior to expiration of this Agreement.

N. Counterparts. This Agreement and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall contrite one and the same instrument.

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O. Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, and where notice is possible, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, that the obligation of the party affected by force majeure, to the extent that due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein, shall include, but not be limited to, act of God, strikes, lockouts or other industrial disturbances act of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inability of either party whether similar to those enumerated or otherwise and not within the control of the party claiming such inability.

P. Signatory warranty. By signing this Agreement, each person executing this Agreement on behalf of a party hereto personally warrants and represents that (i) he or she has full authority to execute this Agreement on behalf of the party that he or she represents and bind said party in accordance with the terms and provisions hereof and (ii) said party has taken all necessary action to enter into and make the agreements set forth herein.

VI. EFFECTIVE DATE

When duly executed by both parties, this Agreement shall be effective as of July 1, 2026 (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers and representatives as of the day indicated below.

CITY OF LONGVIEW CITY OF GLADEWATER TEXAS TEXAS

By: By:

McPhee, City Manager Charlie Smith, City Manager Date: _____ Rolin
Date: _____

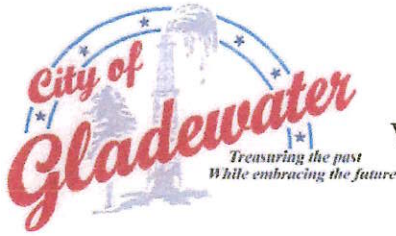
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Exhibit A

The fees to be charged pursuant to this Agreement are as follows:

Name of Fee	Amount of Fee
Intake Fee	October 1, 2025 – September 30, 2026 \$249.00 per animal delivered to the Longview Animal Care and Adoption Center by the Animal Control Authority or by a resident of the Animal Control Authority. October 1, 2026 – September 30, 2027 \$297.00 per animal delivered to the Longview Animal Care and Adoption Center by the Animal Control Authority or by a resident of the Animal Control Authority. October 1, 2027 – September 30, 2028 \$345.00 per animal delivered to the Longview Animal Care and Adoption Center by the Animal Control Authority or by a resident of the Animal Control Authority. October 1, 2028 – September 30, 2029 \$393.00 per animal delivered to the Longview Animal Care and Adoption Center by the Animal Control Authority or by a resident of the Animal Control Authority. October 1, 2029 – September 30, 2030 \$440.00 per animal delivered to the Longview Animal Care and Adoption Center by the Animal Control Authority or by a resident of the Animal Control Authority.

Boarding Fee	\$10.00 per animal per calendar day or portion of a calendar day in excess of 72 hours that the animal is housed in the Longview Animal Care and Adoption Center.
Urgent Care Fee	\$200 for each incident in which Longview is required to obtain veterinary care that the Animal Control Authority failed to obtain as required by paragraph I.D of this Agreement .
Rabies Testing	The fee for prepping and shipping a specimen for rabies testing shall be the same fee charged for the intake of an animal.



VOLUNTEER AND BOARD APPLICATION

Application Date:

PERSONAL INFORMATION

Full Name: Christopher Green

Date of Birth:

Home Address: 102 DR MLK JR DR

City: Gladewater

State: TX

Zip: 75447

Mailing Address (if different):

City:

State: TX

Zip:

Primary Phone: 903.921.0205

Secondary Phone:

Email:

Preferred Contact Time: Any

Hours Available Per Week: 20+

Emergency Contact:

Phone:

Driver's License # (Must Attach Copy):

State: TX

Expires:

Do you have any conditions which would limit your volunteer activities?

No

If yes, please explain:

What days are you available? Any day except Wednesday

EDUCATION

Last year of school completed (grade school, some college, bachelors, masters, PhD):

2000 St. Philip's College San Antonio, TX

Area of Study or Interest:

Political Science

Year Graduated: 2000

Training or Skills:

Culinary Arts

Languages Other than English:

EMPLOYMENT

Basic Duties: • Light filing • Typing • Clerical Work • Other duties in operations as the responsibility increases	Basic Duties: • Some physical activities • Workshops • Work with investigative equipment • Mental and physical evaluation of mock crime scenes (i.e.: Thefts, burglaries, and forgeries)
Public Works ☐ Basic Duties: Roadside trash pick-up and community flower bed cleaning. This is perfect for those who need community service hours.	

STATEMENT OF AGREEMENT

Please read each statement and initial on the appropriate line. For volunteers 17 years and under, a parent or guardian's initials are required.

- ☒ I agree to abide by all of the Policies and Procedures of the City of Gladewater and any Departments' separate Policies and Procedures while volunteering.
- ☒ I agree to not consume, use, possess, or be under the influence of any drugs or alcohol products while volunteering.
- ☒ I agree that any conduct or pattern of conduct that would tend to disrupt, diminish, or otherwise negatively affect public perception of the City of Gladewater will result in dismissal with no prior notice or warning.
- ☒ I agree that my volunteer assignment will have a trial and assessment period.
- ☒ I agree that my volunteer assignment may be changed, ended, or terminated at any time for any reason.
- ☒ I agree to be photographed, videotaped, and/or recorded while volunteering with the City of Gladewater. I understand that the City of Gladewater will own rights to and may use this media (photographs, videos, audio recordings, and/or my statements), in whole or part, in the City of Gladewater's materials such as printed publications, the City of Gladewater's website, videos, social media, grant proposals, and promotional materials to support the City of Gladewater and its programs. As far as I know, what I say and do in this media will not violate the rights of any other person or company. If I no longer want my photos and/or story to be used, I agree to contact the City of Gladewater's respective department representative for whom I will be volunteering. Once requested, the City of Gladewater will not create new materials using participants'

Current or recent employer: *TRT BBR & More*

Your Position: *chef*

Address: *Food trailer*

Phone: *903 240 4930*

REFERENCES

(For Volunteers 17 Years of Age or Older)

Name: *Gregory Jackson*

Relationship to you: *Mentor*

Address:

Phone: *210. 274. 7411*

Email:

Name: *George Walker*

Relationship to you: *Trainer / Support Group*

Address:

Phone: *210. 946. 4980*

Email:

Name: *John Bryant*

Relationship to you: *Minister*

Address:

Phone: *903 576 4811*

Email:

VOLUNTEER and COMMUNITY SERVICE INTERESTS

Why would you like to volunteer/serve as a board member?

To Give back to the Community that made Me the Man I am today.

Have you ever served on a city-appointed board before? If yes, which ones and for how long?

yes, Economic Development, Voter Awareness Coordinator.

What will make you a good volunteer/board member?

My Military Leadership, Born and Raised here. My Passion for the Community. I want to see us Better.

Are you in need of community service hours? (No) How many?

Select all categories that interest you:

Fire Department

☐ Bucket Brigade	☐ Duties Assigned at Events
☐ Other Duties as Assigned	
Appointment to Board or Commission <i>** Eligibility: The following individuals are eligible to serve on City of Gladewater boards and commissions: 1) All ad-valorem tax-paying residents, business owners, renters and/or lessees of property within Gladewater and the surrounding communities. 2) Any individuals possessing specific knowledge, skill sets or expertise that has demonstrated interest in the betterment of Gladewater.</i>	
☐ Airport Board	☒ Planning and Zoning
☐ Parks and Recreation	☐ Zoning Board of Adjustments
☒ GEDCO	☐ Historical Preservation Liaison
<i>**Note: The Historical Preservation Liaison shall be one of the following: an architect, planner, design professional, historian, archaeologist or related profession, a real estate professional, attorney, owner of a historic landmark or property in historic district, or a member of a local historical or preservation organization.</i>	
Library (Check all that apply):	
☐ Book Finder	☐ Computer Classes
☐ Clerical	☐ Computer Monitor
☐ Friends Book Sales	☐ Greeter
☐ Maintain Bookshelves	☐ Prepare Mailings
☐ Process Items	☐ Repair Books
☐ Special Events	☐ Tutoring
☐ Other (Please explain what you would like to do or what you would like to learn to do in a library setting):	
Police Department	
☐ For Volunteers 17 Years and Up: Must be able to pass a background check, be of good moral character, be able to read and write English, and furnish references.	☐ For Volunteers 14 to 16 years: Must attend meetings for the Explorers.

media but may continue to use already printed materials until replacements can be made.

☒ I am not an employee or contractor of the City of Gladewater. I hereby release, indemnify, and hold harmless the City of Gladewater, its officers, directors, and employees, and the organizers, sponsors, and supervisors of all City of Gladewater activities from any and all liability in connection with any injury I may sustain (including any injury caused by negligence) in conjunction with volunteering with the City of Gladewater.

☒ I do not have a health condition, physical limitation, impairment, or disability that would render me incapable of performing the tasks for which I am volunteering. I will not undertake any action which I am not physically capable of performing. I will furnish any supplies or equipment necessary to ensure my safety during the performance of my volunteer assignments.

☒ I waive any right to suit against the City of Gladewater, its officers and employees, and the owner of the location of the activity, including heirs, assigns, administrators, executors, agents, or employees, for any action arising from my actions as a volunteer and shall indemnify and hold harmless the City of Gladewater in the event that I am sued for any action I may take as a volunteer.

☒ I understand that there are requirements for making public any conflicts of interest I may have in service as a volunteer or on any board. I understand that in compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public upon request and will be kept on file for at least two years. I understand that the volunteer/board position I am applying for has attendance requirements and I may be subject for removal for excessive absences.

☒ I agree that depending upon the nature of the volunteer assignment, the City of Gladewater may deem it necessary to obtain a Drivers License Record, a Criminal History Report, and/or Wanted Information Report on individuals volunteering for the City of Gladewater. I hereby consent to the City of Gladewater to make any requests for a Drivers License Record, a Criminal History Report, and/or Wanted Information Report on me. I release, relinquish, and remise the City of Gladewater, its employees, agents, and representatives, from any and all causes of action or liability which I may have or which arise out of, or as a result of, the reports herein authorized. Furthermore, I understand that my failure to execute this informed consent will result in my not being further considered for volunteerism.

☒ I HAVE NOT been convicted and/or placed on probation for any criminal offense.

☐ I HAVE been convicted and/or placed on probation (Please list the date and type of offense):

By signing below, I certify that the answers given in this application are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application as may be necessary for the purposes of determining an appropriate and satisfactory volunteer position for me, including contacting my references. I understand that this application is not, and is not intended to be, a contract. I understand that false or misleading information provided in my application or interview may result in my not being able to continue as a volunteer with the City of Gladewater.

Signature: Ch. O. Green Date: 5-12-26

Full Name (Please Print): Christopher O. Green

For volunteers 17 years of age or under, a parent or guardian's signature is also required:

Parent or Guardian Signature: _____ Date: _____

Full Name (Please Print): _____

Please return completed application to the appropriate department:

Fire Department

Library

Police Department

City Hall