

**CITY OF GONZALES, TEXAS  
CITY COUNCIL WORKSHOP  
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET  
AGENDA – AUGUST 22, 2022 4:30 P.M.**

**CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE**

**HEARING OF RESIDENTS**

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

**All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.**

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

**CONSENT AGENDA ITEMS**

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the consent Agenda upon the request of the Mayor or a Councilmember.

- 1.1 Discuss, Consider & Possible Action on **Resolution #2022-83** Approving a Performance Agreement by and between the Gonzales Economic Development Corporation and Renschel Customs, LLC, a Texas Limited Liability Company, Regarding Improvements to property generally located at 925 Oilpatch Lane, City of Gonzales, Texas-**SECOND READING**
- 1.2 Discuss, Consider & Possible Action on **Resolution #2022-84** Authorizing the City of Gonzales to enter into a Memorandum of Understanding with the Gonzales Independent School District and Gonzales County
- 1.3 Discuss, Consider & Possible Action on **Resolution #2022-85** Authorizing the Expenditure in an Amount Not to Exceed \$99,750.00 for the Change Out of Electrical Poles

**WORKSHOP**

- 2.1 Presentation and Discussion regarding Departmental Budget Requests for Fiscal Year Beginning October 1, 2022 Ending September 30, 2023

## **CLOSED SESSION**

3.1 (1) Pursuant to Section 551.074 of the Texas Government Code, the City of Gonzales will meet in closed session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

A) City Manager Evaluation

## **RETURN TO OPEN SESSION**

4.1 Discuss, Consider & Possible Action regarding matters discussed in closed session, and/or other actions necessary or recommended related to such discussions in closed session

## **ADJOURN**

EXECUTIVE SESSION: The City Council reserves the right to discuss any of the above items in Executive Closed Session if they meet the qualifications in Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, of Chapter 551 of the Government Code of the State of Texas.

I certify that a copy of the August 22, 2022, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 19<sup>th</sup> day of August, 2022 at 4:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

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Kristina Vega, City Secretary

The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please Contact the City Secretary's office at (830)672-2815 for further information.

**COUNCIL AGENDA  
ITEM BRIEFING DATA**



**AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-77 Approving a Performance Agreement by and between the Gonzales Economic Development Corporation and Remschel Customs, LLC, a Texas Limited Liability Company, Regarding Improvements to property generally located at 925 Oilpatch Lane, City Of Gonzales, Texas-  
SECOND READING

**DATE: August 22, 2022**

**Type Agenda Item**

Resolution

**BACKGROUND:**

At its July 18, 2022, meeting, the GEDC board of directors made a motion to enter into a Performance Agreement and fund an economic development grant to Remschel Customs, LLC. in the amount of \$72,000. The scope of work includes construction and or installation of an authorized fire suppression and control panel, a new HVAC unit, and office/showroom demo and rebuilding. The term also includes office/showroom improvements include demolition of existing walls and framing, replacing the framing, sheetrock, electrical, plumbing, baseboards, and countertops, and replacing existing windows and flooring, located on the property at 925 Oil Patch Lane.

**POLICY CONSIDERATIONS:**

Sections 501.101, 501.103, 501.105, and 505.158 of the Texas Local Government Code authorizes the GEDC to provide financial assistance consistent with the terms of those statutes. As per Section 505.158 (b) of the Texas Local Government Code, a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. A Public Hearing was held on July 18 and the notice of publication appeared in the July 29 issue of the Gonzales Inquirer.

EDC legal counsel has reviewed and approved the item as to legality and legal form.

**FISCAL IMPACT:**

GEDC will reimburse Remschel Customs \$72,000 once the work is completed. GEDC has a line item for this grant in this year’s fiscal year budget. Should the project carryover into the 2022-23 fiscal year, GEDC has sufficient funds to in its reserves to fund the grant out of next year’s budget.

**ATTACHMENTS:**

Performance Agreement

**STAFF RECOMMENDATIONS:**

Staff recommends the approval of this resolution.

**RESOLUTION NO. 2022-77**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND REMSCHEL CUSTOMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, REGARDING IMPROVEMENTS TO PROPERTY GENERALLY LOCATED AT 925 OILPATCH LANE, CITY OF GONZALES, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Gonzales Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended (hereinafter referred to as the “GEDC”); and

**WHEREAS**, as per Section 505.158 (b) of the Texas Local Government Code, a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

**WHEREAS**, the City Council of the City of Gonzales, Texas, desires to approve a Performance Agreement by and between the Gonzales Economic Development Corporation and the Remschel Customs, LLC, a Texas limited liability company, concerning improvements to property generally located at 925 Oilpatch Lane, City of Gonzales, Texas, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes (hereinafter referred to as the “Agreement”).

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the Performance Agreement, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND APPROVED this 22<sup>nd</sup> day of August, 2022.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

*Exhibit A*

[Performance Agreement]

## PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **REMSCHEL CUSTOMS, LLC**, a Texas limited liability company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, the Gonzales Economic Development Corporation (hereinafter referred to as the “GEDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

**WHEREAS**, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless GEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by GEDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by GEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, Developer has applied to GEDC for financial assistance necessary to construct and install certain improvements to the automotive customization facility generally located at 925 Oilpatch Lane, City of Gonzales, Texas; and

**WHEREAS**, GEDC approved the provision of financial assistance to Developer for the Developer to construct and install the Qualified Expenditures (as herein defined) to the automotive customization facility located on the Developer’s property generally located at 925 Oilpatch Lane, City of Gonzales, Texas (hereinafter referred to as the “Property”); and

**WHEREAS**, the GEDC’s Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS**, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Gonzales, Texas, to approve all programs and expenditures of the GEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GEDC and Developer agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2026**, unless terminated sooner under the provisions hereof.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Remschel Customs, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 925 Oil Patch Lane, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of

Default set forth below in the section entitled “Events of Default.”

- (f) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (g) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (h) **Property.** The word “Property” means 925 Oilpatch Lane, Gonzales, Texas 78629.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or installation of an authorized fire suppression and control panel, a new HVAC unit, and office/showroom demo and rebuilding. The term also includes office/showroom improvements include demolition of existing walls and framing, replacing the framing, sheetrock, electrical, plumbing, baseboards, and countertops, and replacing existing windows and flooring, located on the Property, and which meet the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

Developer covenants and agrees with GEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures by **September 1, 2022**. In addition, Developer covenants and agrees to complete construction of the Qualified Expenditures by **February 28, 2023**. Developer covenants and agrees to submit to the GEDC paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures made to the Property in the minimum amount of **Seventy-Two Thousand and No/100 Dollars (\$72,000.00)** and in a form acceptable to the GEDC prior to any reimbursement. Developer covenants and agrees to provide to the GEDC said invoices, receipts, or other documentation by **March 31, 2023**.
- (b) **Operate the Automotive Customization Facility.** Developer agrees to maintain and operate during normal business hours the automotive customization facility located on the Property during the Term of this Agreement.
- (c) **Job Creation and Retention.** Developer covenants and agrees during the Term of this

Agreement, the Developer shall employ and maintain a minimum of one and one-half (1 ½) Full-Time Equivalent Employment Positions working at the Developer's facility located on the Property. In addition, Developer covenants and agrees by **September 1, 2025**, and during the Term of this Agreement, the Developer shall employ and maintain a minimum of one (1) additional Full-Time Equivalent Employment Position working at the Developer's facility located on the Property. Developer covenants and agrees beginning on **September 1, 2022**, and during the Term of this Agreement, Developer shall deliver to GEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **September 1, 2022**, and annually thereafter during the Term of this Agreement, there will be a total of **five (5)** Annual Compliance Verifications due and submitted to the GEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (d) **Performance Conditions.** Developer agrees to make, execute and deliver to GEDC such other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence this Agreement.
- (e) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and GEDC.

## **SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.**

GEDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance for Qualified Expenditures.** GEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Seventy-Two Thousand and No/100 Dollars (\$72,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to GEDC within thirty (30) days of receipt of said documentation.
- (b) **Performance.** GEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and GEDC.

## SECTION 6. CESSATION OF ADVANCES.

If the GEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the GEDC shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

## SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and GEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to GEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Gonzales, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from GEDC and/or Gonzales County Central Appraisal District is an Event of Default.

## SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the GEDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to the GEDC as follows;

- (a) Default occurs between the Effective Date and one (1) year anniversary of the Effective Date, Developer repays to GEDC the sum of **Seventy-Two Thousand and No/100 Dollars (\$72,000.00)**;
- (b) Default occurs between the one (1) year anniversary of Effective Date and the two (2) year anniversary of the Effective Date, Developer repays to GEDC the sum of **Forty-Eight Thousand and No/100 Dollars (\$48,000.00)**; and
- (c) Default occurs between the two (2) year anniversary of Effective Date and through the Term of this Agreement, Developer repays to GEDC the sum of **Twenty-Four Thousand and No/100 Dollars (\$24,000.00)**.

## **SECTION 9. INDEMNIFICATION.**

**TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Gonzales County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories



convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120<sup>th</sup> day after the date the GEDC notifies Developer of the violation.

**[The Remainder of this Page Intentionally Left Blank]**

**DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.**

**GEDC:**

***GONZALES ECONOMIC DEVELOPMENT CORPORATION,***

a Texas non-profit corporation

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

Andy Rodriguez, President

Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
, Secretary

**DEVELOPER:**

***REMSCHEL CUSTOMS, LLC,***

a Texas limited liability company

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

Garrett Remschel

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-84 Authorizing the City of Gonzales to enter into a Memorandum of Understanding with the Gonzales Independent School District and Gonzales County

**DATE: August 22, 2022**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The Gonzales ISD provided a Memorandum of Understanding of Gonzales Independent School District, Gonzales County and City of Gonzales to be executed. The agreement would aid in an effort to promote health and safety within our community against possible natural hazards or other hazards invoked by human threat. This is an annual agreement that is provided by the ISD for approval and execution.

The agreement will facilitate interactive response in emergency operations including preparedness, mitigation, response and recovery between the school district, county and city.

### **POLICY CONSIDERATIONS:**

This is consistent with the MOU that is approved annually.

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

Memorandum of Understanding (MOU)

### **STAFF RECOMMENDATION:**

Staff respectfully requests City Council action deemed appropriate

**RESOLUTION NO. 2022-84**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY OF GONZALES TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE GONZALES INDEPENDENT SCHOOL DISTRICT AND GONZALES COUNTY; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Gonzales Independent School District seeks to work in coordination with Gonzales County and the City of Gonzales to support school safety and emergency operations for the ISD; and,

**WHEREAS**, the agreement authorized by Government Code Chapter 791 would aid in an effort to promote health and safety within our community against possible natural hazards or other hazards invoked by human threat; and,

**WHEREAS**, emergency management, homeland security and state of emergency requirements as set forth in Government Code Chapter 418, 421, 433 guides governmental entities on their responses to emergency situations; and,

**WHEREAS**, the City Council finds that entering into an agreement with the Gonzales Independent School District and Gonzales County is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City

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

Section 1. The City Council hereby authorizes the City of Gonzales to enter into a Memorandum of Understanding with the Gonzales Independent School District and Gonzales County attached hereto as Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND APPROVED this 22<sup>nd</sup> day of August, 2022.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

EXHIBIT "A"  
ANNEX K PUBLIC WORKS AND ENGINEER AND ANNEX P HAZARD MITIGATION

## MEMORANDUM OF UNDERSTANDING OF

### GONZALES INDEPENDENT SCHOOL DISTRICT, GONZALES COUNTY AND CITY OF GONZALES

**WHEREAS**, the Gonzales Independent School District is a public school system located in Gonzales, Texas and seeks to work in coordination with Gonzales County and the City of Gonzales to support school safety and emergency operations for the Gonzales Independent School District.

**WHEREAS**, at the time of signing of the Memorandum of Understanding (“Agreement”), the Gonzales Independent School District, Gonzales County and the City of Gonzales are operating under the authority of Government Code, Chapter 418 (Emergency Management), Government Code, Chapter 421 (Homeland Security), Government Code, Chapter 433 (State of Emergency), Government Code, Chapter 791 (Inter-Local Cooperation Contracts), Executive Order of the Governor Relating to Emergency Management, Executive Order of the Governor Relating to the National Incident Management System, Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management), The Texas Homeland Security Strategic Plan, 2010-2015, Section 3.2.4 Objective 2.4.; TEC 37.108, Texas School Safety Standards, 2010.

**WHEREAS**, the Gonzales Independent School District, Gonzales County, and the City of Gonzales understand the importance of keeping students, staff and community populations safe from harm resulting from possible natural hazards or other hazards invoked by human threat and further understand that potential threat of harm to students, staff and community populations may require assistance beyond the capacity of the Gonzales Independent School District to render immediate and effective response.

**WHEREAS**, the Gonzales Independent School District, Gonzales County, and the City of Gonzales will facilitate interactive response in emergency operations including preparedness, mitigation, response and recovery and agree that this memorandum of understanding is in the best interest of students, staff and community populations for protection of life and property by expanding capabilities in preparedness and planning, training, communications, and shared resources in any emergency matter.

**NOW, THEREFORE**, Gonzales Independent School District, Gonzales County, and the City of Gonzales agree as follows:

#### **A. Agreement of Memorandum of Understanding**

By signing this Memorandum of Understanding Agreement, (interlocal agreement), the Gonzales Independent School District, Gonzales County, and the City of Gonzales agree to comply with the provisions set forth.

#### **B. Preparedness/Training**

The Gonzales Independent School District, Gonzales County, and the City of Gonzales shall follow the Emergency Operations Plan for Gonzales Independent School District set forth by the Texas

Unified School Safety and Security Standards authorized by the Texas Education Code 37.201 *et seq.*  
The Gonzales Independent School District shall:

- provide Gonzales County, and the City of Gonzales with a copy of the Emergency Operations Plan.
- coordinate with local law enforcement, fire departments and emergency medical services
- Follow and implement training guidelines according to the Texas School Safety Center recommendations.

Gonzales County and the City of Gonzales shall:

- review and understand the plan.
- Provide feedback and recommendations for improvement of the plan based on their professional experience and training.

Both Parties shall send appropriate representatives to attend training in communications, Introduction to the Incident Command System for Schools, ICS Single Resources and Initial Action Incidents, and ICS 700 NIMS an Introduction offered free of charge at the Texas School Safety Center website <http://training.fema.gov/EMI/Web/IS/ISD100SCa.asp> The training shall be completed by August 2022.

Nothing will preclude the Gonzales Independent School District, Gonzales County or the City of Gonzales from following additional procedures as particular situations may require.

#### **C. Emergency Operations Coordination**

Gonzales County and the City of Gonzales shall provide sufficient resources or actions to render aid in emergency situations in compliance with the Emergency Operations Plan, attached hereto as Exhibit 1.

The Gonzales Independent School District shall cooperate and coordinate with Gonzales County and the City of Gonzales in the event of an emergency.

#### **D. Communications**

Gonzales Independent School District, Gonzales County, and the City of Gonzales shall:

- Participate in annual trainings in emergency management communications.
- Coordinate means and methods of communication in an effective and efficient manner including but not limited to radio transmissions, cellular communications, electronic communications, and face to face communications.
- Ensure compliance with all applicable laws regarding confidentiality of student information and records.

The Parties shall individually be responsible for the costs of any and all trainings required under this section as well as for any and all communications devices. Nothing in this section prohibits the parties from jointly or individually applying for grants or other funds to provide a funding source for communication devices or training.

**E. Entire Agreement**

The parties agree that this is the complete agreement between the parties and that any modifications to the agreement must be in writing and signed by all the parties thereto.

**F. Effective Date**

This agreement becomes effective upon the date of the signature of both parties.

AGREED AND SIGNED:

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

Superintendent, Gonzales Independent School District

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

Gonzales County Judge

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

Gonzales County Emergency Management Coordinator

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

Gonzales County Sheriff's Department

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

Gonzales County EMS

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

Gonzales Mayor

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

Gonzales City Manager

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

Gonzales Chief of Police

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

Gonzales Fire Marshall

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

Gonzales Healthcare Systems

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

Gonzales Fire Chief

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-85 Authorizing the Expenditure in an Amount Not to Exceed \$99,750.00 for the Change Out of Electrical Poles

**DATE: August 22, 2022**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

On January 9, 2020, the City of Gonzales authorized the execution of an agreement the Techline Construction, LLC to gain access to LCRA's Distribution Services Contract with Techline Construction, LLC. The City has received a quote from Techline Construction for the change out of 35 poles at an estimated cost of \$94,500.00 in an amount not to exceed \$99,750.00.

### **POLICY CONSIDERATIONS:**

This is consistent with what has been done in the past.

### **FISCAL IMPACT:**

Staff budgeted \$166,000.00 in Special Contracts GL Account 210-7-710.411 with \$120,000, allocated for this specific project in the 2021-2022 Fiscal Year Budget and that was verified with the Finance Director.

### **ATTACHMENTS:**

Quote

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

**RESOLUTION NO. 2022-85**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CHANGE OUT OF POWER POLES IN AN AMOUNT NOT TO EXCEED \$100,800.00; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, an annual operating budget for the fiscal year October 1, 2021 through September 30, 2022 was approved and adopted by the City Council on September 9, 2021; and,

**WHEREAS**, as set forth in the City's Fiscal and Budgetary Policy, all City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas; and,

**WHEREAS**, the pricing for the power poles was obtained through a program agreement for Distribution Construction Services Contracting through the Lower Colorado River Authority ("LCRA") under the authority of Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code; and,

**WHEREAS**, the Finance Director verified that funds in the amount of \$120,000 are currently budgeted for the contracted services for pole replacement in Special Contracts GL Account 210-7-710.411 in the 2021-2022 Fiscal Year Budget; and,

**WHEREAS**, the total cost of the change out of 35 poles is estimated at \$94,500.00 with an amount not to exceed \$99,750.00; and,

**WHEREAS**, the City Council finds that changing out the poles is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS:**

Section 1. The City Council of the City of Gonzales hereby authorizes Techline Construction, LLC to conduct 35 pole change outs in an amount not to exceed \$99,750.00.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND APPROVED this 22<sup>nd</sup> day of August, 2022.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary



9609 BECK CIRCLE  
AUSTIN, TEXAS 78758  
DON LAWYER (903) 603-6260

August 1, 2022

City of Gonzales  
C/O Nick Deleon

RE: Change out 35 Poles in Various Locations

Dear Nick,

Thank you for giving Techline Construction the opportunity to quote on the 35 pole change outs in various locations. The total will be \$94,500.00 not to exceed \$99,750.00. This price includes mobilization fee.

Thank you,

Vance Thurmon  
Superintendent  
Techline Construction