

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –SEPTEMBER 8, 2022 6:00 P.M.**

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events
- Announcements and recognitions by the City Manager
- Announcements and recognitions by the Mayor
- Recognition of actions by City employees
- Recognition of actions by community volunteers

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.

BUDGET AND TAX RATE ITEMS

- 1.1 Discuss, Consider & Possible Action on **Ordinance #2022-15** Approving the Operating Budget for the City of Gonzales and the Gonzales Economic Development Corporation for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Renewing the City's Financial Policy, Investment Policy, and Budget Contingency Policy
- 1.2 Discuss, Consider & Possible Action Approving **Resolution #2022-86** to Ratify the Property Tax Revenue Increase Reflected in the Fiscal Year 2022-2023 Budget as required by Texas Local Government Code Section 102.007 when adopting a budget that will require raising more revenues from property taxes than in the previous year
- 1.3 Discuss, Consider & Possible Action on **Ordinance #2022-16** Approving the 2022 Ad Valorem Tax Rate and Levy of Assessed Valuation of All Taxable Property Within the Corporate Limits of the City of Gonzales, Texas
- 1.4 Discuss, Consider & Possible Action on **Resolution #2022-87** Authorizing and Adopting the Investment Policy for the City of Gonzales

- 1.5 Discuss, Consider & Possible Action on **Ordinance #2022-17** Adopting the City of Gonzales Rate and Fee Schedule and for various city services; consolidating those fees for convenience

PUBLIC HEARING

- 2.1 The City Council of the City of Gonzales will hold a Public Hearing to review and take input from the public on the benefits and effectiveness of the Curfew Ordinance to determine whether or not it should be renewed

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.

- 3.1 **Minutes** - Approval of the minutes for the August 9, 2022 Special Called Meeting, August 11, 2022 Regular Meeting, August 22, 2022 Workshop & September 1, 2022 Special Called Meeting
- 3.2 Discuss, Consider & Possible Action on **Resolution #2022-88** Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales
- 3.3 Discuss, Consider & Possible Action on **Resolution #2022-89** Authorizing the Use of Independence Square including the Parking Lot, and Designated Street Closures for 2022 Winterfest & Annual Lighted Christmas Parade on December 2, 2022 and December 3, 2022
- 3.4 Discuss, Consider & Possible Action on **Resolution #2022-90** Authorizing the Use of Both Downtown Squares including the Parking Lot, and Designated Street Closures for the new dates of Saturday, April 1, 2023 and Sunday, April 2, 2023 for the Inter-Tribal POW-WOW and Dance Competition
- 3.5 Discuss, Consider & Possible Action on **Resolution #2022-91** Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League

RESOLUTIONS

- 4.1 Discuss, Consider & Possible Action on **Resolution #2022-92** Authorizing the City Manager to Execute Addendum Five to the Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations, Day-to-Day Maintenance Services, and Meter Data Collection.
- 4.2 Discuss, Consider & Possible Action on **Resolution #2022-93** Authorizing the City Manager to Execute Addendum One to the Agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services
- 4.3 Discuss, Consider & Possible Action on **Resolution #2022-94** Authorizing the City Manager or his designee to enter into an Interlocal Cooperation Agreement between counties associated with Operation Lone Star for Law Enforcement Services

- 4.4 Discuss, Consider & Possible Action on **Resolution #2022-95** Authorizing the City Manager to submit, and accept if awarded, an application and associated documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$305,870 in Operation Lone Star Grant Funds, for the Purchase of two license plate readers and camera trailers, wireless mics, one fully equipped truck, and overtime, for the Police Department
- 4.5 Discuss, Consider & Possible Action on **Resolution #2022-96** Approving an Administrative Services Agreement with the Gonzales Economic Development Corporation, a Type B Economic Development Corporation
- 4.6 Discuss, Consider & Possible Action on **Resolution #2022-97** Approving the creation of the Job Descriptions and amendments to the Current Position Classifications for Fiscal Year 2022-2023
- 4.7 Discuss, Consider & Possible Action on **Resolution #2022-98** Authorizing Improvements to the Hydro Electric Dam in an amount not to exceed \$89,905.00
- 4.8 Discuss, Consider & Possible Action on **Resolution #2022-99** Rescheduling the November 10, 2022 Regular City Council Meeting to November 17, 2022
- 4.9 Discuss, Consider & Possible Action on **Resolution #2022-100** Ratifying the Adoption of the National Management System (NIMS) as the standard for Incident Management

STAFF/BOARD REPORTS

- 5.1 Financial Report for the month of August 2022
- 5.2 City Manager, Tim Patek will update the City Council on the following:
 - District 2 Clean-up
 - Timeline on Capital Improvement Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

CLOSED SESSION

- 6.1 (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

- (2) Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales will consult in closed session with its attorney to receive legal advice regarding pending or contemplated litigation, a settlement offer, or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter”, to include the following matters:

A) Interpretation of Charter Provisions

RETURN TO OPEN SESSION

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

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Councilmembers for items on a future City Council agenda
- Announcements by Mayor and Councilmembers
- City and community events attended and to be attended
- Continuing education events attended and to be attended

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 September 8, 2022, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 2nd day of September, 2022 at 8:00 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.

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
Approving Resolution #2022-86 to Ratify the
Property Tax Revenue Increase Reflected in
the Fiscal Year 2022-2023 Budget as required
by Texas Local Government Code Section
102.007 when adopting a budget that will
require raising more revenues from property
taxes than in the previous year

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

As per Local Government Code §102.007 adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

The budget includes a decrease in the property tax rate of \$0.3252 to \$0.3117, which is a decrease of \$0.0135 per \$100.00 valuation.

POLICY CONSIDERATIONS:

This is consistent with the requirements of Local Government Code §102.007.

FISCAL IMPACT:

The tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 2.26% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new-revenue tax rate calculated under Chapter 26, Tax Code).

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2022-2023 BUDGET AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 102.007 WHEN ADOPTING A BUDGET THAT WILL REQUIRE RAISING MORE REVENUES FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as per Local Government Code §102.007(c) adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget; and

WHEREAS, a vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law; and

WHEREAS, the budget includes a decrease in the property tax rate of \$0.3252 to \$0.3117, which is a decrease of \$0.0135 per \$100.00 valuation; and

WHEREAS, the tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 2.26% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new-revenue tax rate calculated under Chapter 26, Tax Code).

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

Section 1. That the foregoing legislative findings are found to be true and incorporated herein.

Section 2. The City Council of the City of Gonzales, Texas hereby ratifies the property tax revenue increase reflected in the Fiscal Year 2022-2023 Budget in accordance with Section 102.007(c) of the Texas Local Government Code.

Section 3. Record Vote. The Resolution was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

FOR:

AGAINST:

PRESENT BUT ABSTAINED FROM VOTING:

ABSENT:

Section 4. 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 5. 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 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. 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 8. 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 9. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2022-16 Approving the 2022 Ad Valorem Tax Rate and Levy of Assessed Valuation of All Taxable Property Within the Corporate Limits of the City of Gonzales, Texas

DATE: September 8, 2022

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

As per §102.009 of the Texas Local Government Code the budget appropriating revenues generated for the use and support of the municipal government of the City of Gonzales has been approved and adopted by the City Council of the City of Gonzales. On August 11, 2022 the City Council of the City of Gonzales approved the preliminary maximum tax rate of \$0.3117 per \$100.00 valuation for fiscal year 2022-2023.

The proposed rate exceeds the lower of the voter-approval tax rate or the no-new revenue tax rate calculated as provided by Chapter 26 of the Tax Code, therefore, a Public Hearing was required. The required Public Hearing was advertised and held in accordance with Tax Code §26.06 on the following date: Public Hearing-September 1st.

The components of the proposed ad valorem tax rate of \$0.3117 per \$100.00 valuation is below:

\$0.1692 for Maintenance and Operation (M&O)

\$0.1425 for Debt Service (I&S)

\$0.3117 Total Tax Rate

POLICY CONSIDERATIONS:

This is consistent with the requirements of the Local Government Code and the Tax Code. The vote on the ordinance, resolution, or order setting the tax rate that exceeds the no-new revenue tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution or order.

FISCAL IMPACT:

If the tax rate of \$0.3117 is adopted, the tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 2.26% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new revenue tax rate calculated under Chapter 26, Tax Code).

STAFF RECOMMENDATION:

Respectfully request approval of this ordinance.

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS APPROVING THE APPRAISAL ROLL; SETTING THE TAX RATE; LEVYING AND ASSESSING GENERAL AND SPECIAL AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF GONZALES, TEXAS; APPORTIONING THE LEVIES FOR SPECIFIC PURPOSES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Gonzales submitted the tax rate proposal to the City Council prior to the beginning of the fiscal year, and in said tax rate proposal set forth the estimated necessary tax rate required to provide adequate revenues for the general use and support of the Municipal Government of the City of Gonzales, Texas; and

WHEREAS, the City Council finds that all provisions pertaining to the adoption of an ad valorem rate have been in all things complied with; and

WHEREAS, a Public Hearing was held by the City Council of the City of Gonzales on the 1st day of September 2022; and

WHEREAS, after a full and final consideration, the City Council is of the opinion the tax rate and ad valorem tax appraisal roll should be approved and adopted; and

WHEREAS, the adjusted tax value for 2022 is \$566,688,420 which was an increase of \$36,610,050 from the 2021 adjusted value of \$530,078,370 resulting in the tax revenue increase even though the tax rate is decreasing; and

WHEREAS, the taxes have been levied in accordance with the adopted 2022-23 budget as required by state law; and

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

Section 1. The ad valorem tax appraisal roll and no-new revenue tax rate information as presented by the tax assessor for the tax year 2022, be and is hereby in all things approved and adopted.

Section 2. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

Section 3. **THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.49 PERCENT (MAINTENANCE AND OPERATION TAX RATE ABOVE THE EFFECTIVE MAINTENANCE AND OPERATION**

TAX RATE) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$4.40.

Section 4. THE BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$42,034 OR 2.44% AND OF THAT AMOUNT \$11,873 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR. (BASED ON \$0.3117)

Section 5. THE ADOPTION OF \$0.3117 WILL DECREASE YOUR PROPERTY TAXES BY 1.35 CENTS (\$0.0135) FROM \$0.3252 CENTS TO \$0.3117 CENTS. THIS WILL DECREASE YOUR CITY TAXES BY \$1.125 PER MONTH (\$13.50) A YEAR ON A \$100,000 VALUED PROPERTY.

Section 6. The tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 2.26% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new revenue tax rate calculated under Chapter 26, Tax Code).

Section 7. There is hereby levied and assessed and there shall be collected for the tax year 2022 for the general use and support of the Municipal Government of the City of Gonzales, Texas a total of ad valorem tax of \$0.3117 on each One Hundred Dollars (\$100.00) of valuation of property - real and personal – within the corporate limits of the City of Gonzales, Texas, subject to taxation. The assessment ration shall be One Hundred percent (100%).

Section 8. The City Council of the City of Gonzales, Texas, does hereby levy or adopt the tax rate on \$100.00 valuation for this city for tax year 2022 as follows:

\$0.1692	for the purpose of maintenance and operation
<u>\$0.1425</u>	for the payment of principal, interest and Administration fees on debt
\$0.3117	total tax rate

Section 9. Ad valorem taxes for the year are due and payable on October 1, 2022 and shall become delinquent after January 31, 2023. A delinquent tax shall incur all penalty and interest authorized by state law, Section 33.01 of the Property Tax Code. Taxes that remain delinquent on and after July 1, 2023, incur an additional penalty of 15% of the amount of the taxes, penalty and interest due, such additional penalty to defray the cost of collection as authorized in Section 6.300 of the Property Tax Code. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 10. Taxes are payable at the office of the Gonzales County Tax Assessor-Collector.

Section 11. Record Vote.

FOR:

AGAINST:

PRESENT BUT ABSTAINED FROM VOTING:

ABSENT:

Section 12. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 13. It is officially found, determined, and declared that the meeting at which this Ordinance 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 Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 14. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 15. This Ordinance shall be cumulative of all other ordinances of the City of Gonzales, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Gonzales except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED, ADOPTED, AND APPROVED this 8th day of September, 2022.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-87 Authorizing and Adopting the Investment Policy for the City of Gonzales

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Council is required to adopt the Investment Policy by Resolution each year. The Investment Policy guides staff on how to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City of Gonzales and conforming to Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code and all other State and local statutes governing investment of public funds. In previous years, the Investment Policy has been adopted with the Budget Ordinance stating it renews the Investment Policy. Staff is requesting to adopt the Investment Policy separately for the 2022-2023 budget.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends approval of the City of Gonzales Investment Policy; with no changes to current policy.

RESOLUTION 2022-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING AND ADOPTING THE INVESTMENT POLICY FOR THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Investment Policy Adoption states that Council is required to adopt the Investment Policy by Resolution each year; and

WHEREAS, the Investment Policy guides staff on how to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City of Gonzales and conforming to Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code and all other State and local statutes governing investment of public funds; and

WHEREAS, in previous years, the Investment Policy has been adopted with the Budget Ordinance stating it renews the Investment Policy; however, staff is seeking separate adoption for the 2022-2023 budget; and

WHEREAS, the City Council hereby finds that the adoption of the City of Gonzales Investment Policy is in the best interest of the City of Gonzales and promotes fiscal responsibility.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes adopts the Investment Policy for the City of Gonzales.

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 therein.

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 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**CITY OF GONZALES &
GONZALES ECONOMIC DEVELOPMENT CORPORATION
INVESTMENT POLICY**

I. Policy

Throughout this Investment Policy, the City of Gonzales and Gonzales Economic Development Corporation, shall be singularly referred to as “ENTITY” and collectively referred to as “GONZALES.”

It is the policy of GONZALES to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of GONZALES and conforming to the Public Funds Investment Act (“PFIA”), Chapter 2256 of the Texas Government Code and all other State and local statutes governing the investment of public funds.

II. Scope

This Investment Policy applies to all funds or financial resources available for investment under GONZALES’s financial control and accounted for in the City of Gonzales’s Comprehensive Annual Financial Report (CAFR) which includes the General Fund, Debt Service Fund, Special Revenue Fund, Capital Projects Fund, Electric Enterprise Fund, Water and Sewer Enterprise Fund, Gonzales Economic Development Corporation Fund, and any new fund created by GONZALES unless specifically exempt.

To maximize the effective investment of assets, all funds may pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment Officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual investment’s credit risk or market price changes, provided deviation from expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

IV. Objective

The primary objectives, in priority order, of GONZALES investment activities shall be:

- A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of GONZALES shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual investments do not exceed the income generated from the remainder of the portfolio.
- B. **Liquidity:** The GONZALES investment portfolio will remain sufficiently liquid to enable GONZALES to meet all operating requirements which might be reasonably anticipated.
- C. **Public Trust:** Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in GONZALES’s ability to govern effectively.

- D. **Return on Investments:** GONZALES's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with GONZALES's investment risk constraints and the cash flow characteristics of the portfolio.

V. Delegation of Authority

Management responsibility for the investment program is hereby delegated to the City Manager and the Chief Financial Officer of the City of Gonzales (the "Investment Officers"). The Chief Financial Officer shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Chief Financial Officer. The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

VI. Ethics and Conflicts of Interest

Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officers shall disclose to GONZALES any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of GONZALES, particularly with regard to the time of purchases and sales.

Investment Officers involved in the investment process shall adhere to the business relationship and other disclosure requirements as described in the PFIA by filing statements with the Texas Ethics Commission and each ENTITY's governing body.

VII. Authorized Broker/Dealers

The list of authorized broker/dealers shall be annually approved by each ENTITY's governing body. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

- A. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) certification, trading resolution, and/or proof of State registration, as applicable.
- B. Requirement and Selection of all Investment Providers:
1. The qualified representative of the organization offering to engage in an investment transaction must execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the organization and GONZALES.

It is at the discretion of the Investment Officer as to which authorized broker/dealer shall be used for any buy/sell transactions.

VIII. Investment Strategy

GONZALES's basic investment strategy for all financial assets is to preserve principal. In order to achieve that objective, GONZALES restricts the authorized investment instruments to those with suitable and limited credit and market risk. In order to make effective use of GONZALES's resources, all monies may be pooled into one portfolio, if practical, except for those monies required to be accounted for in other accounts as stipulated by applicable laws, bond covenants, ordinances, contracts, agreements or other policies.

The objective of liquidity stems from the need of GONZALES to maintain available cash balances sufficient to cover financial outlays. Since the timing and amount of some financial disbursements are not predictable, fund-type strategies shall adjust for the uncertainty of projected cash flows.

Investment marketability will be maintained based on the fund-type strategies to sufficiently and reasonably assure that investments could be liquidated prior to the maturity, if cash needs dictate.

Whenever practical or appropriate, it is the policy of GONZALES to diversify its investment portfolio. Assets held in the investment portfolio may be diversified to minimize the risk of loss resulting from concentration of assets in a specific maturity, a specific issuer, or a specific class of investment.

GONZALES funds shall seek to achieve a competitive yield appropriate for each strategy. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax-exempt debt proceeds shall be invested to maximize the interest earnings retained by GONZALES, while at the same time fully complying with all applicable State laws and federal regulations, including the arbitrage rebate regulations. A competitive yield environment shall be achieved by soliciting quotes from multiple investment providers, monitoring comparable investment alternatives, and reviewing general market conditions.

The overall investment strategy of GONZALES is based on the premise that a certain amount of GONZALES's funds will be needed to pay current year expenditures or for projects that are to be complete within a specific time frame. Remaining funds are considered to be reserves and, barring any unforeseen emergencies or events beyond GONZALES's control, it is considered that these funds may be invested, within the maturity limits of this Policy, in an advantageous position on the yield curve. It is understood that investments in longer term instruments are sensitive to changes in interest rates and other market conditions; however, it is GONZALES's belief that such investments may be held to maturity if necessary.

GONZALES may maintain one portfolio in which all funds under its control are pooled for investment purposes. Within the pooled portfolio are fund components, each having an investment strategy as described below:

- A. Governmental Funds – the funds through which most governmental functions are financed and the primary operating funds of GONZALES. The investment strategy must allow for the investment of anticipated cash flows to meet the anticipated expenditures of the following funds:
 - 1. General Fund
 - 2. Debt Service Fund
 - 3. Special Revenue Fund
 - 4. Capital Projects Fund
 - 5. Gonzales Economic Development Corporation Fund
- B. Proprietary Funds - the funds used in GONZALES's business-type activities or Enterprise activities financed primarily by user charges and fees. The strategy for these funds is to time investment maturities to anticipated cash requirements. The projects may require investments with short to intermediate maturities.
- C. The Debt Service and Interest/Sinking Funds should consist of short-term investments, whose maturities meet the scheduled debt service payments. Reserves may be invested in longer-term investments.

- D. Special Revenue Fund and other Non-operating Funds investments should be in short-term instruments with maturities laddered to meet projected cash needs. Reserves are idle funds that may be invested in intermediate to long-term investments after analysis of future plans for use of the funds.

IX. Authorized & Suitable Investments

GONZALES is empowered by statute to invest in the following:

- A. Obligations of, or guaranteed by, governmental entities:
1. obligations of the United States or its agencies and instrumentalities;
 2. direct obligations of this State or its agencies and instrumentalities;
 3. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities; and
 4. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- B. Financial Institution Deposits: A financial institution deposit is an authorized investment under this Policy if the deposit is with a state or national bank, a savings and loan association, or credit union that is:
1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund, or its successor;
 2. secured by obligations that are described in Section XII Collateralization;
 3. executed through a depository institution or broker that has its main office or a branch office in Texas and meets the requirements of the PFIA.
- C. Mutual Funds:
1. A no-load money market mutual fund is an authorized investment under this Policy if the mutual fund:
 - (a) is registered with and regulated by the Securities and Exchange Commission;
 - (b) provides GONZALES with a prospectus and other information as required by the PFIA and federal regulations;
 - (c) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share; and
 - (d) is continuously rated no lower than AAAm or at an equivalent rating by one nationally recognized rating service.
 2. GONZALES is not authorized by this section to invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

D. Investment Pools:

1. GONZALES may invest its funds and funds under its control through an eligible investment pool if each ENTITY's governing body by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the PFIA.
2. To be eligible to receive funds from and invest funds on behalf of an entity under the PFIA, an investment pool must furnish to the Investment Officers or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains at a minimum, the following information:
 - (a) the types of investments in which money is allowed to be invested;
 - (b) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
 - (c) the maximum stated maturity date any investment security within the portfolio has;
 - (d) the objectives of the pool;
 - (e) the size of the pool;
 - (f) the names of the members of the advisory board of the pool and the dates their terms expire;
 - (g) the custodian bank that will safekeep the pool's assets;
 - (h) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
 - (i) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
 - (j) the name and address of the independent auditor of the pool;
 - (k) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
 - (l) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
3. To maintain eligibility to receive funds from and invest funds on behalf of an entity under the PFIA, at a minimum an investment pool must furnish to the Investment Officer or other authorized representative of the entity:
 - (a) investment transaction confirmations; and
 - (b) a monthly report that contains, as a minimum, the following information:
 - (1) the types and percentage breakdown of securities in which the pool is invested;

- (2) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - (3) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (4) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - (5) the size of the pool;
 - (6) the number of participants in the pool;
 - (7) the custodian bank that is safekeeping the assets in the pool;
 - (8) a listing of daily transaction activity of the entity participating in the pool;
 - (9) the yield and expense ratio of the pool;
 - (10) the portfolio managers of the pool; and
 - (11) any changes or addenda to the offering circular.
4. GONZALES, by contract, may delegate to an investment pool the authority to hold legal title as custody of investments purchased with its local funds.
 5. Investment Pool "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission.
 6. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.
 7. An Investment pool must have an advisory board composed:
 - (a) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for pools created under Chapter 791 Texas State Code and managed by a state agency; or
 - (b) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
 8. A public funds investment pool must be continuously rated no lower than AAA or AAAm or at an equivalent rating by one nationally recognized rating service.

X. Unauthorized Investments

The following are not authorized investments under this section:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; and
- C. Collateralized mortgage obligations.

Any Authorized & Suitable Investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. GONZALES shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating. Additionally, GONZALES is not required to liquidate investments that were authorized at the time of purchase.

XI. Depository

In compliance with state legislation, a primary Depository shall be selected through GONZALES'S banking services procurement process, which shall include a formal request for application (RFA). In selecting a depository the Chief Financial Officer shall conduct a review of prospective depository's credit characteristics and financial history.

No public deposit shall be made except in a qualified public depository as established by State laws.

XII. Collateralization

Collateralization will be required on two types of investments: financial institution deposits (in amounts exceeding F.D.I.C. insurance coverage) and repurchase agreements. With the exception of Letters of Credit issued for 100% of amount, the minimum collateralization level will be 102% of market value of principal and accrued interest, less F.D.I.C. insurance when applicable.

GONZALES chooses to limit collateral (including letters of credit) to the obligations of, or guaranteed by, governmental entities as outlined in Section IX.A.

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. GONZALES reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as depositories will be required to sign a depository agreement with GONZALES. The collateralized deposit portion of the agreement shall define GONZALES's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and GONZALES contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to GONZALES; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

Securities pledged as collateral shall be held by an independent third party with whom GONZALES has a custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities at default, and the method of valuation of securities.

XIII. Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by GONZALES shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Investment Officers and evidenced by safekeeping receipts.

XIV. Electronic Fund Transfer

GONZALES may use electronic means to transfer or invest all funds collected or controlled by the local government.

XV. Diversification

GONZALES will diversify its investments by types, maturity dates, and/or institutions, as appropriate.

XVI. Maximum Maturities

To the extent possible, GONZALES will attempt to match its anticipated cash flow requirements with maturing investments. Unless matched to a specific cash flow, GONZALES will not directly invest in instruments maturing more than 2 years from the date of purchase. However, GONZALES may collateralize its repurchase agreements using longer-dated investments not to exceed 5 years to maturity.

Reserve funds may be invested in instruments up to and including 5 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

XVII. Internal Control

The Chief Financial Officer shall establish an annual process of independent review by an external auditor in conjunction with the annual audit. This review will provide internal control by assuring compliance with policies and procedures.

XVIII. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. "Weighted Average Yield to Maturity" shall be the standard for calculating portfolio rate of return.

XIX. Reporting

- A. The Investment Officers shall prepare and submit quarterly a written report of investment transactions for all funds covered by this Investment Policy for the preceding reporting period.
- B. The report must include the following:
 - 1. describe in detail the investment position of GONZALES on the date of the report;
 - 2. be prepared jointly by all Investment Officers of GONZALES;
 - 3. be signed by each Investment Officer of GONZALES;
 - 4. contain a summary statement of each pooled fund group that states the:
 - (a) beginning market value for the reporting period;
 - (b) ending market value for the period; and

- (c) fully accrued interest for the period.
- 5. state the book value and market value of each separately invested asset at the beginning and end of the reporting period by type of asset and fund type invested;
- 6. state the maturity date of each separately invested asset that has a maturity date;
- 7. state the account or fund or pooled group fund in the local government for which each individual investment was acquired; and
- 8. state the compliance of the Investment Portfolio of the local government as it relates to:
 - (a) the Investment Strategy expressed in GONZALES's Investment Policy; and
 - (b) relevant provisions of the PFIA.
- C. The report shall be presented not less than quarterly to each ENTITY's governing body within a reasonable time after the end of the period.
- D. The market values and credit ratings presented in all portfolio reports shall be accurate and reliable estimates of the investment's true value and risk. Market value and credit rating sources may include, but are not limited to, rating agency reports, newspapers, financial websites, custodian reports, broker/dealer reports, and investment advisor research.

XX. Investment Policy Adoption

GONZALES's Investment Policy shall be adopted by resolution of each ENTITY's governing body. This Policy shall be reviewed annually and any modifications made thereto must be approved by each ENTITY's governing body. Each ENTITY's governing body shall adopt a written instrument attesting to each annual review.

XXI. Auditor

As part of the annual audit, the independent auditor must formally review the quarterly investment reports to comply with the PFIA and report the results of that review to each ENTITY's governing body.

XXII. Training

In order to ensure qualified and capable investment management, the Investment Officers, their designated subordinates, Treasurer, and Chief Financial Officer of GONZALES shall attend training that includes education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and PFIA compliance. GONZALES approves the Government Finance Officers' Association, Government Finance Officers' Association of Texas, Government Treasurers' Organization of Texas, North Central Texas Council of Governments, Texas City Managers Association, Texas Municipal League, and University of North Texas as independent sources of training.

Each individual shall attend a training session containing at least 10 hours of instruction within twelve months of assuming investment-related responsibilities; and shall then receive not less than 10 hours of investment-related instruction within each subsequent two-year period aligned with GONZALES's fiscal year end.

XXIII. Donated Investments

This Policy does not apply to an investment donated to GONZALES for a particular purpose or under terms of use specified by the donor.

PASSED AND APPROVED by the City Council of the City of Gonzales, Texas this 8th day of September, 2022.

Mayor
City of Gonzales, Texas

ATTEST:

City Secretary
City of Gonzales, Texas

PASSED AND APPROVED by the Board of Directors of the Gonzales Economic Development Corporation, Texas
this ____ day of September, 2022.

President
Gonzales Economic Development Corporation

ATTEST:

Executive Director
Gonzales Economic Development Corporation

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2022-17 Adopting the City of Gonzales Master Rate and Fee Schedule and for various city services; consolidating those fees for convenience

DATE: September 8, 2022

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

On September 9, 2021 the City Council adopted a Master Rate and Fee schedule to include all of the rates and fees that the City of Gonzales charges for services. Annually, during the budget process, the City Council shall review the Master Rate and Fee Schedule for necessary changes. On September 8, 2022 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2022 and ending September 30, 2023. Staff is proposing an amended Master Rate and Fee Schedule to be adopted.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

These rate increases will have a positive impact on the City of Gonzales.

ATTACHMENTS:

Please see Exhibit "A" for the Master Rate and Fee Schedule.

STAFF RECOMMENDATION:

Staff respectfully recommends the Council to take action they deem necessary.

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, ADOPTING THE CITY OF GONZALES MASTER RATE AND FEE SCHEDULE AND FOR VARIOUS CITY SERVICES; CONSOLIDATING THOSE FEES FOR CONVENIENCE; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council held a Public Hearing requesting citizen input regarding the proposed rate and fee schedule for Fiscal Year 2022-2023 on September 1, 2022; and

WHEREAS, the City of Gonzales adopted a master rate and fee schedule on September 9, 2021 and amended the City's Code of Ordinances removing the numerous ordinances that provided for various fees and charges that are subject to change from time to time; and

WHEREAS, staff is requesting to amend the Master Rate and Fee Schedule to include all of the various fees, licenses, permits and rates charged by the City; and

WHEREAS, on September 8, 2022 the City Council of the City of Gonzales adopted the annual operating budget for the fiscal year October 1, 2022 through September 30, 2023 that incorporates the fees and charges specified; and

WHEREAS, the City Council hereby finds that the adoption of the Master Rate and Fee Schedule to be in the best interest and welfare of the public and promotes fiscal responsibility.

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, Texas hereby adopts and approves the Master Rate and Fee Schedule as set forth in the attached "Exhibit A" effective October 1, 2022.

Section 2. That this Ordinance shall be cumulative of all provisions of the City of Gonzales, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the more restrictive shall apply.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 4. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this Ordinance 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 Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This Ordinance shall be in force and effect from and after its final passage and any notice and publication required by law.

PASSED AND APPROVED this 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

The City Council of the City of Gonzales will hold a Public Hearing to review and take input from the public on the benefits and effectiveness of the Curfew Ordinance to determine whether or not it should be renewed

DATE: September 8, 2022

TYPE AGENDA ITEM:

Public Hearing

BACKGROUND:

The City Council adopted the Curfew Ordinance in April of 2014 and renewed it again in 2018. Chapter 370.002 of the Local Government Code states that every three years the ordinance must be reviewed and readopted or amended with changes. In addition to the review public hearings must be held on the need to continue the ordinance. Failure to comply with Section 370.002 will cause the ordinance to expire. The Ordinance should have been renewed in 2021 to comply with the requirements of the Local Government Code. However, that was not done resulting in the expiration of the ordinance. City staff is proposing to hold the first public hearing on September 8th with a report given from the Chief of Police on the benefits and effectiveness of the Curfew Ordinance. The second Public Hearing will be held on October 13th with adoption of the ordinance to follow.

POLICY CONSIDERATIONS:

Approving this ordinance will readopt the curfew ordinance and ensure compliance with statute.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Copy of the Proposed/Existing Ordinance

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**READOPTING CHAPTER 8, OFFENSES AND NUISANCES, ARTICLE 8.500
CURFEW FOR MINORS AS FOLLOWS:**

ARTICLE 8.500 CURFEW FOR MINORS

Sec. 8.501 Definitions

For the purpose of this article, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory.

Establishment. Any privately owned place of business carried on for a profit or any place of amusement or entertainment to which the public is invited.

Juvenile. Any person under the age of seventeen (17) years of age, or in equivalent phrasing, any person of the age sixteen (16) years old or younger.

Operator. Any individual, firm association, partnership or corporation operating, managing, or conducting any establishment; and whenever used in any clause prescribing a penalty, the term as applied to associations or partnerships shall include the members or partners thereof and as applied to corporations shall include the officers thereof.

Parent. Any natural parent of a juvenile, a legal guardian, or any adult person, eighteen (18) years or older, in whose care the juvenile has been placed by the natural parent or legal guardian.

Public Place. Any public street, highway, road, alley, park, playground, public building, parkway, or vacant lot.

Remain. To stay behind, to tarry, and stay unnecessarily upon a public place, including congregating in groups totaling four (4) or more juveniles in which any minor included would not be using the public place for an ordinary or serious purpose such as passage or going home. To implement this definition with more precision and precaution, numerous exceptions will be provided hereinafter to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to juveniles with increasing years and advancing maturity as appropriate in the interest of reasonable regulation.

Time of Right. The prevailing local standard time at the date in question, whether Central Standard Time or Central Daylight Savings Time, as observed by the public. The time maintained by the police department shall be the prima facie evidence of the time of day for continued implementation of this article.

Years of Age. The time from one birthday, such as sixteenth, to the next, but not including the day of the next birthday. Thus upon a person's seventeenth birthday, he or she will cease to be a juvenile regulated by this article.

Sec. 8.502 Curfew Established

(a) It shall be unlawful for any person sixteen (16) or less years of age to be or remain in or upon any public place or in or upon any establishment within the city between the hours of 12:00 a.m. and 5:30 a.m. of the following day, official city time, except that on Fridays and Saturdays and nights next preceding school holidays (not including summer vacation) the hours shall be from 1:00 a.m. to 5:30 a.m.

(b) It shall be unlawful for any person sixteen (16) or less years of age to be or remain in or upon any public place or in or upon any establishment between the hours of 8:00 a.m. and 3:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday while school is in session with the exception of a holiday observed by the closure of classes at the school in which the minor is enrolled and the designated lunch time for high school students.

Sec. 8.503 Exceptions

In the following exceptional cases, a juvenile in or upon any public place or in and upon an establishment shall not be deemed in violation of this article; this section is intended as a clear guide for juveniles, their parents, and law enforcement officials:

(1) When the juvenile is accompanied by his parent, legal guardian or authorized adult supervisor.

(2) When exercising First Amendment rights protected by United States Constitution, such as free exercise of religion, freedom of speech and the rights of assembly, it shall be deemed a bona fide exercise of such rights if the assembly, whether parade or demonstration, has been permitted by the city or other bona fide religious, social or school activities involving the right to assemble.

(3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian or supervisory adult including travel to and from such location by a direct route.

(4) When the juvenile is on the sidewalks at the place where such juvenile resides, or on the sidewalk of either next-door neighbor, when said neighbors do not object to such presence.

(5) When the juvenile is engaged in employment activities, such as but not restricted to, newspaper delivery.

(6) All of the above cited exceptions to the curfew ordinance include travel to and from such activity by a direct route, and this article is in no way to be construed as limitation upon normal travel by a juvenile engaged in interstate movement.

(7) Each of the foregoing exceptions are severable and in addition, other possible exceptions may be added hereto in the future as warranted by experience as

illuminated by the views of students, school personnel, citizens, neighborhood spokesman, parents, officers and persons in authority concerned positively with minors as well as juvenile delinquency.

Sec. 8.504 Parental Responsibility

It shall be unlawful for a parent knowingly to permit or by insufficient control to allow a juvenile in his or her care to be or remain in any public place, or to be or remain in any establishment other than for excepted activities during the curfew hours established by this article. The term “knowingly” includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a juvenile in such parent's custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of a juvenile's whereabouts during the hours of curfew established by this article. The purpose of this section is to require neglectful or careless parents to meet the community standard of parental responsibility.

Sec. 8.505 Establishment Owner's Responsibility

It shall be unlawful for the owner or operator of a business establishment to allow a juvenile to remain upon such business premises during the hours of curfew established in this article beyond the time necessary to conduct an excepted activity. It shall be no defense to this section that the juvenile made a purchase, if the juvenile did not immediately make such purchase upon arrival and depart immediately thereafter. It shall be a defense to prosecution under this section that the owner or operator of such business establishment has promptly notified the police department that juveniles present on the premises after hours have refused to depart.

Sec. 8.506 Enforcement Procedures

(a) A law enforcement officer, upon finding or having his or her attention called to any juvenile in or on a public place or in or on the premises of a business establishment in a prima-facie violation of this article, may take the juvenile into custody. Such juvenile may be transported to the police department. Upon arrival at the police department, a legal guardian, or other responsible adult shall be immediately notified to pick up such juvenile. An officer taking a juvenile into custody shall also have discretion to release such juvenile to a parent, legal guardian, or other responsible adult under circumstances deemed appropriate by the officer. An officer may also issue a warning notice to the juvenile in accordance with Section 52.01 of the Texas Family Code and order such juvenile to go directly and promptly to his or her home. Delinquent conduct or conduct indicating a need for supervision under Section 51.03 and 52.01 of the Texas Family Code shall be handled in accordance with applicable provisions of the family code.

(b) Upon picking up a juvenile in custody, said parent, legal guardian or other responsible adult may be questioned about the circumstance of the juvenile's activities. This is intended to permit ascertainment, under constitutional safeguards, or relevant facts, and to centralize responsibility for accurate, effective, fair, impartial and uniform environment and recording, thus making available experienced supervisory personnel, the best of facilities, and if required,

referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, an officer on the street may use his or her best judgment in determining age. Procedures shall be constantly refined in the light of experience, and changes herein may be made on the basis of such experience.

(c) In any event, an officer shall within twenty-four (24) hours file a written report on the juvenile incident or shall participate to the extent possible in the preparation and filing of such a report by his supervisor.

(d) When a parent, legal guardian or other responsible adult has come to take charge of a juvenile and the appropriate information has been received, the juvenile shall be released to the custody of the parent, legal guardian or other responsible adult. If a parent, legal guardian or other responsible adult cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to appropriated authorities. However, the police department shall have the discretion to refuse a juvenile to an adult other than the parent or legal guardian of the juvenile.

(e) A juvenile may not be held at the police department for more than six (6) hours; during such time the following procedures shall be observed:

(1) The office must be an unlocked, multipurpose area that is not designated, set aside, or used as a secure detention area of part of a secure detention area;

(2) The juvenile may not be secured physically to a cuffing rail, chair, desk, or stationary object;

(3) The juvenile may not be held longer than necessary to accomplish the purposes of identification, investigation, processing, release to parent, guardian or custodian, and arrangement of transportation to school or court; and

(4) The office may not be designated or intended for residential purposes.

Sec. 8.507 Penalties

Prevailing community standards as reflected by this article require that availability of criminal penalties in order for this article to be a viable instrument for the maintenance of such standards. Consequently, violation of this article by a juvenile, parent or business establishment owner or operator shall be deemed to be a misdemeanor punishable by a fine in accordance with the general penalty provision set forth in [Section 1.109](#) of this code. Each day any violation continues constitutes a separate offense.

**CITY OF GONZALES, TEXAS
CALLED CITY COUNCIL MEETING
MINUTES –AUGUST 9, 2022**

The Called Meeting of the City Council was held on **August 9, 2022** at 5:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER

Mayor Sucher called the meeting to order at 5:05 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2-Mayor Pro Tem	Present
Bobby O’Neal	Council Member, District 3	Present
Ronda Miller	Council Member District 4	Present

STAFF PARTICIPATING

Tim Patek-City Manager, Laura Zella-Finance Director, Kristina Vega-City Secretary, Amanda Garza-JB Wells Arena Manager, Jennifer Kolbe-GEDC Director, Tim Crow-Police Chief

HEARING OF RESIDENTS

No comments were made.

PRESENTATIONS

- 1.1 Presentation from Gonzales County Tax Assessor Collector, Crystal Cedillo regarding 2022 Tax Rate Worksheets and Governing Body Summary discussions including but not limited to explanation of No-New-Revenue Rate, Voter Approval Rate and Debt Rate and Adjustment to the Debt Rate

Crystal Cedillo, Gonzales County Tax Assessor Collector presented to the City Council details regarding the 2022 Tax Rate Worksheets and Governing Body Summary and provided explanations on the differences between the No-New-Revenue, Voter Approval and Debt Rate and Adjustment to the debt rate.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 5:24 p.m.

CLOSED SESSION

- 2.1 (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

The Council convened into open session at 6:45 p.m.

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

Council member Kridler moved regarding closed session item 2.1(1) (A) to extend the City Manager's contract for one year with an evaluation to be completed at six months. Council member O'Neal seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Koepp, the meeting was adjourned at 6:47 p.m.

Approved this 8th day of September, 2022.

S.H. Sucher, Mayor

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES –AUGUST 11, 2022**

The regular meeting of the City Council was held on **August 11, 2022** at 6:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER, INVOCATION AND PLEDGE

Mayor Sucher called the meeting to order at 6:00 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Absent
Sherri Koepp	Council Member, District 2, Mayor Pro Tem	Present
Bobby O’Neal	Council Member, District 3	Present
Ronda Miller	Council Member, District 4	Present

STAFF PARTICIPATING:

Tim Patek-City Manager, Kristina Vega-City Secretary, Tim Crow-Police Chief, Jennifer Kolbe-Economic Development Director, Laura Zella-Finance Director, Todd Remschel-Street Director, Ralph Camarillo-Parks Director, Marland Mercer-Wastewater Director, Billy Rhoades-Building Maintenance Superintendent

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events-John Coale of the Airport Advisory Board stated that the Airport Fly-In is scheduled for October 22, 2022 from 8 a.m. – 2 p.m.
- Announcements and recognitions by the Mayor-Mayor Sucher acknowledged volunteer members of the community and City staff for jobs well done.

HEARING OF RESIDENTS

Mark Ainsworth, Bill Sheppard spoke in regards to the river access and safety at the river.

Sarah Rivera Resident Service Coordinator at the Country Village Apartments spoke about Senior Citizen Day and the importance of the senior citizens in the community.

Dr. Avellaneda, Superintendent of Gonzales ISD spoke on behalf of reviving the Summer Youth Program and possible partnership between GISD and the City to facilitate the program.

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 **Minutes** - Approval of the minutes for the July 14, 2022 Regular Meeting
- 1.2 Discuss, Consider & Possible Action on **Resolution #2022-77** 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
- 1.3 Discuss, Consider & Possible Action on **Resolution #2022-78** Approving a Termination of Original Agreement by and between the Gonzales Economic Development Corporation and Sheilah Kay Restaurants, LLC, d/b/a Baker Boys BBQ, a Texas Limited Liability Company

ACTION: Items 1.1, 1.2 and 1.3

APPROVED

Council Member Koepp moved to approve the consent agenda items 1.1, 1.2 and 1.3. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

OTHER BUSINESS

- 2.1 Public Hearing, Discussion & Possible Action on River Access at the City of Gonzales Hydroelectric Dam; discussions include but are not limited to public access to the river back; recreational fishing locations south along the river and north of the Hydroelectric Dam; safety measures at the sites; dangers; warning devices or signage and fencing

Mayor Sucher opened the Public Hearing at 6:14 p.m.

John Batros and Melissa Parker stated that they were present to represent the Texas Parks and Wildlife division to answer any questions and hear the issues and concerns regarding the river.

Thomas Enriquez, Dale Schellenberg, Eddie Halamicek spoke regarding the safety and their concerns regarding the Guadalupe River at Independence Park.

Mayor Sucher closed the Public Hearing at 6:32 p.m.

RESOLUTIONS

- 3.1 Discuss, Consider and Possible Action on **Resolution #2022-79** Taking a Record Vote on Setting the Preliminary Maximum Ad Valorem Tax Rate for Fiscal Year 2022-2023 and Scheduling a Public Hearing

ACTION: Items 3.1

APPROVED

Council Member Miller moved to approve **Resolution #2022-79** Taking a Record Vote on Set the Preliminary Maximum Ad Valorem Tax Rate for Fiscal Year 2022-2023 to \$0.3117 and Scheduled a Public Hearing for September 1, 2022 at 5:00 p.m. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.2 Discuss, Consider & Possible Action on **Resolution #2022-80** Authorizing the Appointment to the Planning & Zoning Commission

Mayor Sucher recused himself from the discussion. Mayor Pro-Tem presented the item to the City Council.

ACTION: Items 3.2

POSTPONED

Mayor Pro-Tem Koepp requested to move the Resolution #2022-80 Authorizing the Appointment to the Planning & Zoning Commission to a future meeting until all members of the City Council could be present. Council Member Miller motioned to postpone Resolution 2022-80 until a future date. Council Member O'Neal seconded the motion. Mayor Pro-Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 3 to 0.

- 3.3 Discuss, Consider & Possible Action on **Resolution #2022-81** Approving the Amended Bylaws of Gonzales Economic Development Corporation, A Type B Economic Development Corporation

ACTION: Items 3.3

APPROVED

Council Member O'Neal moved to approve **Resolution #2022-81** Approving the Amended Bylaws of Gonzales Economic Development Corporation, A Type B Economic Development Corporation. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.4 Discuss, Consider & Possible Action on **Resolution #2022-82** Authorizing the City Manager to Execute a Publicity and Tourism Agreement with the Chamber of Commerce for the hosting and operations of the Gonzales Chamber of Commerce

ACTION: Items 3.4

APPROVED

Council Member Miller moved to approve **Resolution #2021-82** Authorizing the City Manager to Execute a Publicity and Tourism Agreement with the Chamber of Commerce for the hosting and operations of the Gonzales Chamber of Commerce. Council Member O'Neal seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 4 to 0.

STAFF/BOARD REPORTS

- 4.1 Finance Director presented the financials for:
- Financial Reports for funds as of July 31, 2022
 - Cash & Investment by Fund as of July 31, 2022

No questions were asked.

- 4.2 City Manager, Tim Patek updated the City Council on the following:
- District 3 Clean-up
 - Drought Contingency Plan
 - Golf Course Closures

- Timeline on Capital Improvement Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 6:58 p.m.

CLOSED SESSION

5.1 (1) Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales will consult in closed session with its attorney to receive legal advice regarding pending or contemplated litigation, a settlement offer, or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter”, to include the following matters:

- A) Delinquent Hotel Motel Tax Collection
 - Alcalde Hotel; Versatile Lodging, Inc.

(2) Pursuant to Section 551.072 of the Texas Government Code, the City of Gonzales will consult in closed session to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person:

- A) Oil and Gas Leases

RETURN TO OPEN SESSION

The Council convened into open session at 7:10 p.m. to allow the representative for the delinquent Hotel Motel Tax collection item to speak.

No comments were made.

RECONVENED INTO CLOSED SESSION:

The Council reconvened into closed session at 7:11 p.m.

RETURN TO OPEN SESSION

The Council convened into open session at 7:21 p.m.

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

Council member O’Neal moved regarding closed session item 5.1(2) (A)to approve the Oil & Gas Lease with LP Operating, LLC. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 4 to 0.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Councilmembers for items on a future City Council agenda
- Announcements by Mayor and Councilmembers
- City and community events attended and to be attended
- Continuing education events attended and to be attended

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Koepp, the meeting was adjourned at 7:23 p.m.

Approved this 8th day of September, 2022.

S.H. Sucher, Mayor

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CALLED CITY COUNCIL MEETING
MINUTES –AUGUST 22, 2022**

The Called Meeting and Workshop of the City Council was held on **August 22, 2022** at 4:30 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER

Mayor Sucher called the meeting to order at 4:38 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2	Present
Bobby O’Neal	Council Member, District 3-Mayor Pro Tem	Present
Ronda Miller	Council Member District 4	Present

STAFF PARTICIPATING

Tiffany Hutchinson-Padilla-Main Street Director, Wade Zella-Fire Chief, Billy Rhoades-Building Maintenance Superintendent, Nick DeLeon-Electric Superintendent, Caroline Helms-Library Director, Gary Schurig-Museum Director, Marty Ficken-Golf Course Manager, Ralph Camarillo-Parks & Recreation Director, Amanda Garza-JB Wells Park Area Operations Manager, Todd Remschel-Street Director, Micaela Estrada-Revenue Collections Supervisor, Ryan Wilkerson-Water Director, Marland Mercer-Waste Water Director, Tim Crow-Chief of Police, Tim Patek-City Manager, Laura Zella-Finance Director, Kristina Vega-City Secretary.

HEARING OF RESIDENTS

No comments were made.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 4:39 p.m.

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

The Council convened into open session at 5:11 p.m.

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

No action was taken

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

ACTION: Items 1.1, 1.2 and 1.3

APPROVED

Council Member Koepp moved to approve the consent agenda items 1.1, 1.2 and 1.3. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

WORKSHOP

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

The City Council and staff deliberated regarding the proposed budget requests for Fiscal Year Beginning October 1, 2022 Ending September 30, 2023.

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Koepp, the meeting was adjourned at 8:29 p.m.

Approved this 8th day of September, 2022.

S.H. Sucher, Mayor

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CITY COUNCIL SPECIAL CALLED MEETING
MINUTES –SEPTEMBER 1, 2022**

The Special Called Meeting of the City Council was held on **September 1, 2022** at 5:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER, INVOCATION AND PLEDGE

Mayor Sucher called the meeting to order at 5:01 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepf	Council Member, District 2	Present
Bobby O’Neal	Council Member, District 3-Mayor Pro Tem	Present
Ronda Miller	Council Member District 4	Present

STAFF PARTICIPATING:

Tiffany Padilla-Main Street Manager, Gary Schurig-Museum Director, Marty Ficken, Golf Course Superintendent, Ralph Camarillo-Parks Director, Gus Tirado-Building Inspector, Billy Rhoades- Building Maintenance Superintendent, Wade Zella -Fire Chief, Tim Crow-Police Chief, Todd Remschel-Street Director, Nick Deleon-Electric Director, Marland Mercer-Wastewater Superintendent, Ryan Wilkerson-Water Superintendent, Jennifer Kolbe-GEDC, Micaela Estrada-Revenue Collections Supervisor, Amanda Garza-JB Wells Arena Operations Manager, Tim Patek-City Manager, Laura Zella-Finance Director, Kristina Vega-City Secretary.

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

HEARING OF RESIDENTS

Casimiro Esparza-Gonzales Mental Health Advisory Board, David Tacy-Edwards Association, and Kari Breitschopf-Gonzales County Senior Citizens Association spoke in regards to requests for funding from the City Council to be included in the upcoming Fiscal Year’s Budget.

PUBLIC HEARING

Mayor Sucher opened the Public Hearing for the following items:

The City Council of the City of Gonzales has approved a preliminary tax rate of \$0.3117, which exceeds the lower of the no-new revenue or voter-approval tax rate, and that if adopted, would increase the total tax revenues from properties on the tax roll in the preceding year by 2.44% or \$42,034, but would decrease the total tax rate from the preceding tax year by \$0.0135, or 4.15%.

Public Hearing for citizen input regarding the use of City Funds for Fiscal Year beginning October 1, 2022 and ending September 30, 2023. This budget will raise more total property

taxes than last year's budget by \$42,034 or 2.44% and of that amount \$11,873 is tax revenue to be raised from new property added to the tax roll this year.

Public Hearing for citizen input regarding the proposed Rate Fee Schedule for Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

Ed Greer and Thomas Enriquez spoke in opposition regarding the City's proposed tax rate

Dale Schellenberg spoke in opposition regarding the City's proposed tax rate and rate and fee schedule.

Mayor Sucher stated the proposed tax rate and budget will be voted on at the September 8th meeting at 6:00 p.m. at Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas 78629.

Mayor Sucher closed the public hearings at 5:25 p.m.

WORKSHOP

- 1.1 Presentation and discussion regarding Departmental Budget Requests for Fiscal Year Beginning October 1, 2022 Ending September 30, 2023.

The City Council and staff deliberated regarding the proposed budget requests for Fiscal Year Beginning October 1, 2022 Ending September 30, 2023.

ADJOURN

On a motion by Council Member O'Neal and a second by Council Member Koepp, the meeting was adjourned at 7:18 p.m.

Approved this 8^h day of September 2022.

S.H. Sucher, Mayor

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-88 Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In 2013 the Council approved a policy whereby the Council would declare property that staff determined to be of no further use to the City to be surplus. The policy also states that Council will recommend the disposal method of the property.

The attached properties listed have been determined to no longer have a use for the City of Gonzales and staff respectfully requests it to be declared surplus.

POLICY CONSIDERATIONS:

Approval of this resolution would be consistent with the policy approved in 2013.

FISCAL IMPACT:

The sale of the surplus property for will increase the general fund revenues.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE SALE OF SAID PROPERTY IN THE MANNER MOST ADVANTAGEOUS TO THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2013 the Council approved a policy whereby the Council would declare property that staff determined to be of no further use to the City to be surplus; and,

WHEREAS, the policy states that Council will recommend the disposal method of the property; and

WHEREAS, the attached properties listed have been determined to no longer have a use for the City of Gonzales and staff respectfully requests it to be declared surplus; and

WHEREAS, the attached surplus property will be posted on any governmental auction site such as GovDeals or a local auction company Texas Remarketing Service or any other manner in which to be the most advantageous to the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby declares the attached Exhibit A as surplus and authorizes the sale of said property in accordance with the forgoing legislative findings.

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 8th day of September 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT "A"

<u>Property Description</u>	<u>Tire Details</u>	<u>Quantity</u>	
Firestone FIREHAWK GTZ PURSUIT	P235/55R17 98W	<u>4</u>	
Firestone FIREHAWK GTZ PURSUIT	P235/50R18XL 99W	<u>5</u>	

GONZALES PD TIRE SURPLUS LIST

BRAND OF TIRE	TIRE SIZE	TOTAL OF TIRES
Firestone FIREHAWK GTZ PURSUIT	P235/55R17 98W	4
Firestone FIREHAWK GTZ PURSUIT	P235/50R18XL 99W	5



COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-89 Authorizing the Use of Independence Square including the Parking Lot, and Designated Street Closures for 2022 Winterfest & Annual Lighted Christmas Parade on December 2, 2022 and December 3, 2022.

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street Advisory Board is preparing for their annual Santa's Market and Lighted Christmas Parade on December 2, 2022 and December 3, 2022. They are requesting the use of Independence Square, including the parking lot on St. Joseph, St. Paul, and St. George Streets. They intend to block off the square on Friday, December 2, 2022 at 12:00 p.m., and will remove everything at 11:00 p.m. on Saturday, December 3rd. The event is from 6:00 p.m. on Friday, December 2nd until 10:00 p.m. on Saturday, December 3rd, 2022. They plan on having a business Jingle Mingle and concert in the Square on Friday, December 2, 2022. On Saturday December 3, 2022 they anticipate a Lion's Club Chili, Bean & Stew Cook-off, Rotary Breakfast with Santa, Pictures with Santa, Games and Activities for the kids, and Annual Lighted Parade. The Lighted Christmas Parade will begin at 7:00 p.m.

POLICY CONSIDERATIONS:

This annual event is included within the service agreement between the City of Gonzales and Gonzales Main Street Inc. Within this agreement are five approved events, one of which is the Winterfest Celebration held annually on the first weekend of December.

The approval of these events will permit the sale and consumption of alcohol on public property belonging to the City as authorized by Section 8.602 of the City of Gonzales Code of Ordinances.

FISCAL IMPACT:

The total fiscal impact is unknown at this time, however Gonzales Main Street, Inc. will solicit donations for promotion of the event and to cover costs. The fiscal impact for the City would include the cost for the Parks Department staff to move and set up the stage (1 hr x \$25.00/hr x 2 employees=\$50.00), the Street Department staff to move the barricades to the square where the Main Street Advisory Board will be responsible for placing them at the correct locations for the closures (1 hr x \$25.00/hr. x 2 employees=\$50.00), and the cost for the Electric Department to check the electricity to ensure that the vendors have electricity for their vendor booths (1hr at \$35.00/hr.= \$35.00). The approximate in-kind costs to the City would be \$135.00 total.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET USE OF INDEPENDENCE SQUARE INCLUDING THE PARKING LOT AND DESIGNATED STREET CLOSURES FOR 2022 WINTERFEST & ANNUAL LIGHTED CHRISTMAS PARADE ON DECEMBER 2, 2022 AND DECEMBER 3, 2022; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gonzales Main Street uses Independence Square including the parking lot on St. Joseph, St. Paul and St. George Streets for the Gonzales Main Street's Annual Lighted Christmas Parade; and

WHEREAS, the event will be held from 6:00 p.m. on Friday, December 2, 2022 until 10:00 p.m. on Saturday, December 3, 2022 and will have an approximate attendance of 1,000 people; and

WHEREAS, the parade will begin at 7:00 p.m. and will take the same route as previous years; and

WHEREAS, the City Council hereby finds that said events increase the community spirit of the City of Gonzales and serve a public purpose. The addition of a concert on Friday night will draw people to the town, increase overnight stays, and infuse our local shops & restaurants with sales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Gonzales Main Street to use Independence Square, and designated street closures for the Winterfest Celebration and Annual Lighted Christmas Parade on December 2, 2022 and December 3, 2022 as stated herein and set forth in the submitted Event form and parade map 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 8th day of September, 2022.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET



THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT LEAST 30 DAYS PRIOR TO ALL
PUBLIC AND PRIVATE EVENTS HELD ON CITY PROPERTY



EVENT NAME	Winterfest/Christmas Parade		
HOST ORGANIZATION	Gonzales Main Street		
CONTACT NAME	Main Street Director		
CONTACT CELL PHONE	(830) 203-1705		
EVENT DATE	December 2 & December 3, 2022		
EVENT START TIME	5:00pm 12/2/22	EVENT END TIME	10:00pm 12/2/22
EVENT LOCATION	Independence Square		
HOLIDAY CELEBRATED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	HOLIDAY: Christmas	
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: August 11, 2022	

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE	1000		
MUSIC	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	LIVE <input checked="" type="checkbox"/> DJ <input checked="" type="checkbox"/>	
FOOD	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
ALCOHOL	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	RESPONSIBLE PARTY	
MOTORIZED VEHICLES	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	PARADE <input checked="" type="checkbox"/> SHOW <input type="checkbox"/>	
PUBLIC OR PRIVATE EVENT	Public		
SECURITY	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	# OFFICERS NEEDED same as previous years.	

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
NUMBER OF OUTLETS NEEDED	Request that all electrical outlets on Independence Square be in working order	
AMPS/WATTS NEEDED		
TENT	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
TENT SIZE:	30 x 30	
	SET UP DAY/TIME	December 3, 2022 - 7:00 am
	TAKE DOWN DAY/TIME	December 3, 2022 - 10:00 pm

STREETS DEPARTMENT

STREETS AFFECTED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Copy of Parade Route Attached
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Copy of Parade Route Attached
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Copy of Parade Route Attached
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Copy of Parade Route Attached
SET UP TIME	Barricades need to be set up by 6:00pm for Christmas Parade	
TAKE DOWN TIME	As parade ends	

COMMUNITY SERVICES DEPARTMENT

NUMBER OF CHAIRS @ \$0.50 each		(max 500)
NO. OF ROUND TABLES @ \$2.00 each		(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each		(max 50)
NUMBER OF TRASH CANS	As many as you can spare	(max 25)
SET UP TIME	5:00pm December 2, 2022	
TAKE DOWN TIME	10:00 pm December 3, 2022	

FOR INFORMATION CONTACT

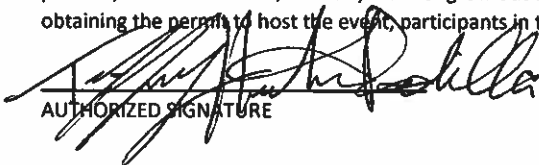
(830) 672-2815- City Hall

(830) 672-2813- Fax

CITY SECRETARY'S OFFICE

citysecretary@gonzales.texas.gov

The undersigned does indemnify and hold harmless the City of Gonzales from and against any and all loss, cost (including statutory liability and liability under workers compensation laws) in connection with claims for damages as a result of injury or death to any person or damage to any property sustained by the individual(s) participating in or attending the permitted event, or any and all other persons, which arise from, or in any manner grow out of, any act or neglect on, about or during the event by the individual(s) or entity obtaining the permit to host the event, participants in the event, guests or attendees.


AUTHORIZED SIGNATURE

Insurance

Licensee agrees to maintain the type and amounts of insurance required by this agreement. Licensee is solely responsible for providing the required certificates of insurance. The City may terminate the event approval if the licensee fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City Manager or their designee for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

Before the City Council approves this event, the licensee must provide either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance.

The following types and amount of insurance are required:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

Indemnity

The undersigned does indemnify and hold harmless the City of Gonzales from and against any and all loss, cost (including statutory liability and liability under workers compensation laws) in connection with claims for damages as a result of injury or death to any person or damage to any property sustained by the individual(s) participating in or attending the permitted event, or any and all other persons, which arise from, or in any manner grow out of, any act or neglect on, about or during the event by the individual(s) or entity obtaining the permit to host the event, participants in the event, guests or attendees.

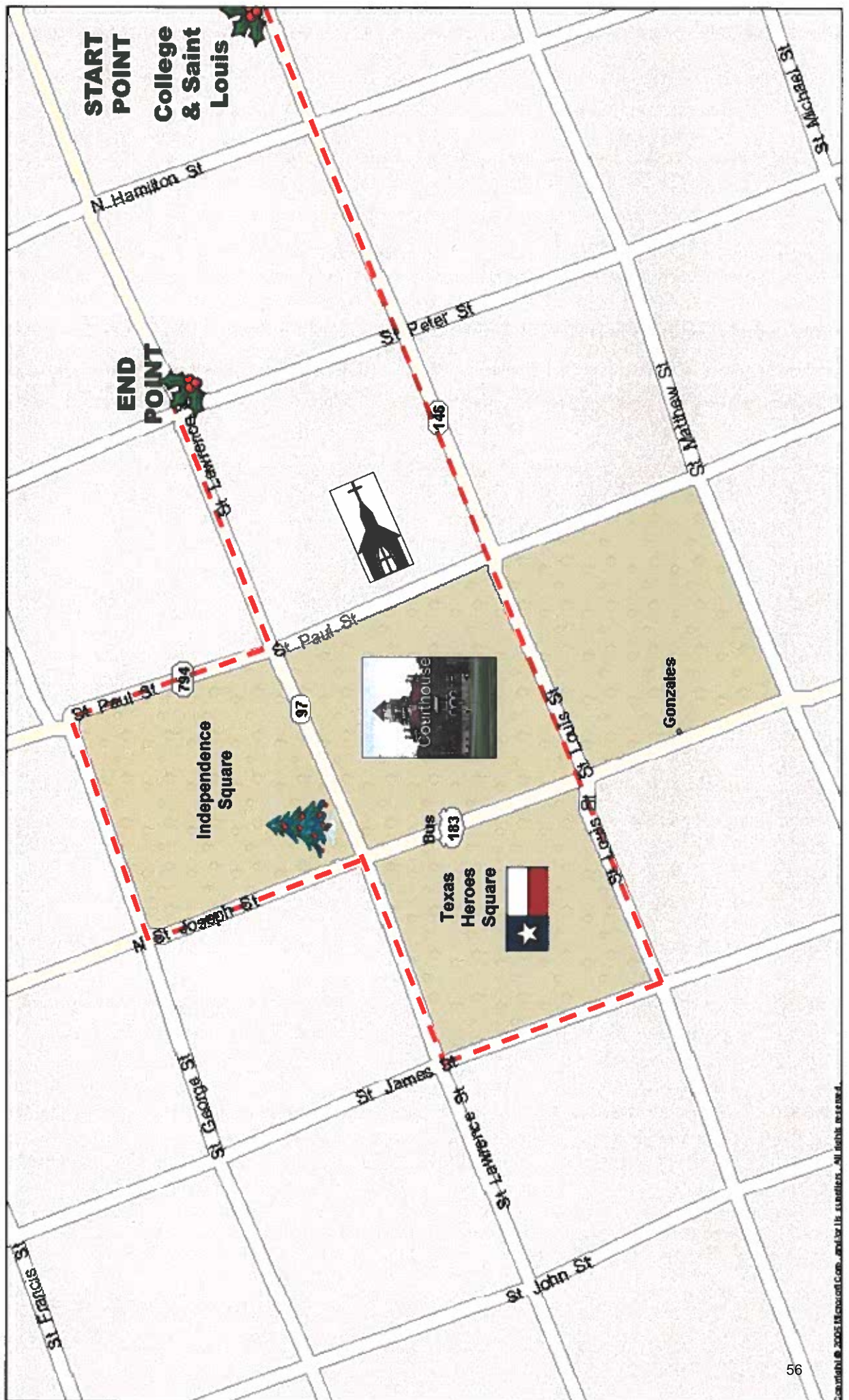
Notification

The undersigned further agrees to notify all property owners affected by any street closures for the event set-up or during the event.



AUTHORIZED SIGNATURE

2022 GONZALES WINTERFEST LIGHTED CHRISTMAS PARADE ROUTE



COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-90 Authorizing the Use of Both Downtown Squares including the Parking Lot, and Designated Street Closures for the new dates of Saturday, April 1, 2023 and Sunday, April 2, 2023 for the Inter-Tribal POW-WOW and Dance Competition

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street Advisory Board is preparing for their Council approved 2023 Inter-Tribal POW-WOW & Dance Competition. Upon additional discussion and scheduling considerations, Main Street would like to alter the dates to the already approved event. On June 9, 2022 the City Council approved the 2023 Apache POW-WOW & Dance Competition. However; Main Street would like to request the use of Texas Hero's Square in addition to the already approved Independence Square for the new dates of Saturday, April 1, 2023 and Sunday, April 2, 2023. With partnership from the Lipan Apache Tribe and the surrounding Tribal Councils, the event will now be presented as an "Inter-Tribal" event and is expected to be larger than first anticipated. Set up for this event will begin Friday, March 31, 2023 in Independence Square. Main Street will need the use of both downtown squares at 6:00 AM on Saturday, April 1, 2023 and will remove the barricades by 10:00 PM on Sunday, April 2, 2023.

POLICY CONSIDERATIONS:

This event is included within the service agreement between the City of Gonzales and Gonzales Main Street Inc. There will be no added cost for this event. City Council hereby finds that said events increase the community spirit of the City of Gonzales and serve a public purpose.

FISCAL IMPACT:

The total fiscal impact is unknown at this time, however Gonzales Main Street, Inc. will solicit donations for promotion of the event and to cover costs. The fiscal impact for the City would include the cost for the Street Department staff to move the barricades to the squares where the Main Street Advisory Board will be responsible for placing them at the correct locations for the closures (2 hrs x \$25.00/hr. x 2 employees=\$100.00), and the cost for the Electric Department to check the electricity to ensure that the vendors have electricity for their vendor booths (2hrs at \$35.00/hr.= \$70.00). The approximate in-kind costs to the City would be \$170.00 total.

The addition of Sunday, April 2nd to the approved event, will draw people to the downtown on Sunday, increase overnight stays and infuse our local shops with sales.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET USE OF THE DOWNTOWN SQUARE INCLUDING THE PARKING LOT AND DESIGNATED STREET CLOSURES FOR THE NEW DATES OF SATURDAY, APRIL 1ST AND SUNDAY, APRIL 2ND, 2023 FOR THE INTER-TRIBAL POW-WOW AND DANCE COMPETITION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gonzales Main Street uses both Downtown Squares including the parking lot on St. Joseph, St. Paul and St. George Streets for the Gonzales Main Street's Inter-Tribal POW-WOW and Dance Competition; and

WHEREAS, the event will be held 8:00 AM. until 10:00 PM. on Saturday, April 1st, 2023 and 10:00 A.M. until 6:00 PM on Sunday April 2nd, 2023. We are anticipating an approximate attendance of 3,000 people; and

WHEREAS, the City Council hereby approves the change in dates to Saturday, April 1, 2023, and Sunday, April 2, 2023 to the established, approved event, will draw people to the town, increase overnight stays, and infuse our local shops & restaurants with sales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Gonzales Main Street to use both Downtown Squares, and designated street closures for the Inter-Tribal POW-WOW & Dance Competition on April 1, 2023 and April 2, 2023 as stated herein and set forth in the previously submitted Event form.

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 8th day of September 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET

  <small>COME AND TAKE IT</small>	THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY PROPERTY	  <small>COME AND TAKE IT</small>
EVENT NAME	Inter-Tribal Pow-Wow and Dance Competition	
HOST ORGANIZATION <small>Type text here</small>	Gonzales Main Street, Inc.	
CONTACT NAME	Main Street Director	
CONTACT CELL PHONE	830-203-1705	
EVENT DATE	April 1, 2023 & April 2, 2023	
EVENT START TIME 8:00 am	EVENT END TIME 6:00 pm	
EVENT LOCATION	Independence Square & Texas Hero Square	
HOLIDAY CELEBRATED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	HOLIDAY:
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: September 8, 2022
<u>POLICE/FIRE/EMS DEPARTMENT</u>		
ATTENDANCE ESTIMATE	3000	
MUSIC	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	LIVE <input checked="" type="checkbox"/> DJ <input checked="" type="checkbox"/>
FOOD	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
ALCOHOL	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	RESPONSIBLE PARTY
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PARADE <input type="checkbox"/> SHOW <input type="checkbox"/>
PUBLIC OR PRIVATE EVENT	Public	
SECURITY	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	# OFFICERS NEEDED (Call 672-8686 for costs)
<u>ELECTRIC DEPARTMENT</u>		
ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
NUMBER OF OUTLETS NEEDED	Ensure all outlets work on both Texas Hero Square and Independence Square	
AMPS/WATTS NEEDED		
TENT Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	SET UP DAY/TIME	March 31, 2023 - 4:00 PM
TENT SIZE: 120 x 60	TAKE DOWN DAY/TIME	April 3, 2023 - 9:00 AM
<u>STREETS DEPARTMENT</u>		
STREETS AFFECTED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	St. George, St. Paul, St. Joseph, St Lawrence
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
SET UP TIME	6:30 AM	
TAKE DOWN TIME	11:00 PM	
<u>COMMUNITY SERVICES DEPARTMENT</u> (Contingent upon availability)		
NUMBER OF CHAIRS @ \$0.50 each	All Available	(max 500)
NO. OF ROUND TABLES @ \$2.00 each		(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each		(max 50)
NUMBER OF TRASH CANS	All Available	(max 25)
SET UP TIME		
TAKE DOWN TIME		
FOR INFORMATION CONTACT	Kristina Vega, CITY SECRETARY	
(830) 672-2815- City Hall	citysecretary@gonzales.texas.gov	
(830) 672-2813- Fax		

Insurance

Licensee agrees to maintain the type and amounts of insurance required by this agreement. Licensee is solely responsible for providing the required certificates of insurance. The City may terminate the event approval if the licensee fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City Manager or their designee for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

Before the City Council approves this event, the licensee must provide either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance.

The following types and amount of insurance are required:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

Indemnity

The undersigned does indemnify and hold harmless the City of Gonzales from and against any and all loss, cost (including statutory liability and liability under workers compensation laws) in connection with claims for damages as a result of injury or death to any person or damage to any property sustained by the individual(s) participating in or attending the permitted event, or any and all other persons, which arise from, or in any manner grow out of, any act or neglect on, about or during the event by the individual(s) or entity obtaining the permit to host the event, participants in the event, guests or attendees.

Notification

The undersigned further agrees to notify all property owners affected by any street closures for the event set-up or during the event.

AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-91 Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has provided the soccer fields for Gonzales Youth Sports League for years at no cost. Annually, beginning in 2020 the City and the Gonzales Youth Sports League have reached an agreement for the use of City facilities in the form of a license agreement.

City staff has met with the Gonzales Youth Sports League Member and discussed the Agreement and both parties understand why this agreement is needed. City staff will be available to answer any questions asked by council.

POLICY CONSIDERATIONS:

A License Agreement is needed for citizens utilizing city property.

FISCAL IMPACT:

This License Agreement includes a \$5 registration fee per participant.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE GONZALES YOUTH SPORTS LEAGUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales desire to execute a facility license agreement for the use of the soccer fields at East Avenue Lions Park, and

WHEREAS, the provision of opportunities for Gonzales youth to participate in team sports serves an important public purpose of the community; and

WHEREAS, annually city tax dollars go towards funding the maintenance at the facilities at no charge to the Gonzales Youth Sports League, and

WHEREAS, within the license agreement the Gonzales Youth Sports League has agreed to pay the City of Gonzales \$5.00 per player to assist with the maintenance of the fields utilized; and

WHEREAS, the agreement will be for three months beginning September 2022 through November 2022 for Gonzales Youth Sports League; and

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with Gonzales Youth Sports League is in the best interest of the City and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute a License Agreement with Gonzales Youth Sports League as 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 8th day of September 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES YOUTH SPORTS LEAGUE LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF GONZALES, a Texas Municipal Corporation, and political subdivision, (hereinafter called "CITY") acting by and through its City Manager, and GONZALES YOUTH SPORTS LEAGUE (hereinafter called "LEAGUE"), acting by and through its President.

WITNESSETH:

WHEREAS, the LEAGUE provides athletic opportunities for the youth of the City of Gonzales through the promotion and operation of youth sports programs; and

WHEREAS, the CITY finds the services provided by the LEAGUE promotes the health, safety, morals and or general welfare of the residents of the CITY; and

WHEREAS, the CITY has developed a soccer facility (the "Facility") to promote the health, safety, morals and or general welfare of the residents of the CITY; and

WHEREAS, the LEAGUE has requested the use of the Facility for its youth soccer programs and the CITY has developed a facility use methodology so that the Facility is also available to the public; and

WHEREAS, after consideration at a meeting posted and held in compliance with the Texas Open Meetings Act, the City Council finds that a public purpose is served through the programs herein anticipated and the CITY's costs shall be recovered only to such extent necessary to ensure the continuation of said programs.

NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Gonzales and health, safety, morals, and/or general welfare of its residents, the parties agree as follows:

ARTICLE 1. GRANT OF LICENSE/CONSIDERATION

- 1.1 The CITY, for and in consideration of the mutual benefits to the CITY and the LEAGUE and the observance of the terms and conditions set forth below, hereby grants permission to the LEAGUE to enter upon and use all soccer fields and related facilities at Gonzales City Soccer Fields in the East Lions Parks, Brickyard Soccer Fields, and J.B. Wells Soccer Field.

ARTICLE 2. USE

- 2.1 The premises shall be occupied and used by the LEAGUE only for recreational purposes. The LEAGUE agrees and specifically understands that this license is confined to the privilege to use the premises set forth herein on a non-exclusive basis and that the premises herein given does not grant LEAGUE any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises and that the CITY retains dominion, possession, and control of the premises, including access thereto at all times.
- 2.2 The LEAGUE agrees to provide CITY a schedule of its activities.
- 2.3 The LEAGUE agrees that its members and any other individuals under its control shall abide by, conform to, and comply with all applicable municipal, State and Federal laws, ordinances, rules, and regulations and that it will not do or permit to be done anything in violation thereof. If the attention of the LEAGUE is called to any such violation, the LEAGUE or those under its control will immediately desist from and promptly correct such violation.
- 2.4 The CITY reserves the right to impose and enforce all necessary and proper reasonable rules for the management and operation of the premises and, in this connection, shall provide the LEAGUE with written notice of such rules.
- 2.5 The City hereby grants the LEAGUE a non-exclusive license to use the soccer fields to hold and conduct soccer games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the soccer fields is subject to closure and interruption by the city for maintenance, inclement weather, or to preserve and maintain the public health, safety, and welfare.

ARTICLE 3. TERM

- 3.1 The term of this agreement is from September 1, 2022 through November 30, 2022 unless early terminated in accordance with this agreement. The LEAGUE and City representatives will perform a walkthrough of all facilities to inspect any necessary repairs or maintenance issues that need to be addressed before start of the term agreement.

ARTICLE 4. ACCEPTANCE AND CONDITION OF PREMISES

- 4.1 The LEAGUE has had full opportunity to examine the premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. The LEAGUE's taking possession of the premises shall be conclusive evidence of the LEAGUE's acceptance thereof in good order and satisfactory condition, and the LEAGUE

hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.

- 4.2 The LEAGUE agrees that no representations respecting the condition of the premises and no promises to alter, repair or improve the premises, either before or after the execution hereof, have been made by CITY or its agents to the LEAGUE unless the same are in writing and are contained herein or made a part hereof by specific references herein.

ARTICLE 5. LIENS PROHIBITED

- 5.1 The LEAGUE covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with any improvement, repair, alteration in, on or about the premises, whether authorized or unauthorized hereunder.
- 5.2 The LEAGUE hereby agrees to promptly pay all persons applying labor, services and materials in the performance of any and all repairs, alterations, additions or improvements that may hereafter be made, and the LEAGUE shall and will fully indemnify and hold harmless the CITY against any and all claims, liens, suits or actions asserted by a person, persons, firm or corporation on account of labor, materials or services furnished to the LEAGUE during the performance of any said repair, alteration, addition or improvement and against any claim for injury to persons or property.

ARTICLE 6. MAINTENANCE

- 6.1 The CITY at its sole expense shall maintain or cause to be maintained, through the term of this agreement, the grounds of the premises and all improvements in a condition acceptable.
- 6.2 The LEAGUE shall, within its reasonable control, keep the premises free of litter, trash paper and other waste generated during its use of the premises and shall dispose of same in accordance with CITY policy. The City Manager shall have the right to always inspect the premises for cleanliness and sanitary conditions, and the LEAGUE hereby agrees to promptly correct any deficiencies in maintenance of which it is notified in writing by the City Manager.
- 6.3 The LEAGUE shall promptly repair any damage to the premises caused using the premises by the LEAGUE or those persons under its control. The LEAGUE shall have no duty to repair any damage caused by others whom the CITY has authorized to use the premises. Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado or other act of God, the CITY shall be under no obligation to rebuild or repair the premises.
- 6.4 The LEAGUE will, at the termination of this agreement, return the premises to CITY in a condition satisfactory to the CITY, usual wear, acts of God, or unavoidable accident only accepted.

- 6.5 The LEAGUE will mark all the fields.
- 6.6 The CITY will provide trash containers for the LEAGUE to maintain the area in a clean manner. The LEAGUE shall pick up all trash and properly dispose of it in the trash containers. The CITY will haul off the trash each morning.
- 6.7 The CITY will perform an initial cleaning and stocking of all restroom facilities, marking of fields, and make any necessary repairs prior to Opening Day. The League shall be responsible thereafter.
- 6.8 The CITY will maintain the facilities in good condition through term agreement, including mowing, weeding, irrigation, and not permit the existence of any public nuisances thereon, or such other threats to the public health, safety, welfare, and disruption of regular play.
- 6.9 The CITY will allow the LEAGUE to use the sound system for Opening Day and any special tournaments held.
- 6.10 The LEAGUE will provide labor and materials to chalk or paint field and place goals after Opening Day.

ARTICLE 7. CONCESSION

- 7.1 The CITY reserves the right to prohibit the sale, possession and/or consumption of alcoholic beverages and tobacco products on the premises if such prohibition is deemed by the City Council at any time in the future to be in the public's interest. This prohibition applies to the fields, bleachers, concession areas, restrooms, and parking areas.

ARTICLE 8. FEES

- 8.1 Parking and attendance at the LEAGUE events shall be free and open to the public.
- 8.2 As consideration for the use of the facilities described above, the LEAGUE agrees to pay the CITY, no later than the 10th day after October of each year, a fee of \$5 per participant registered. At the time of payment, the LEAGUE will provide written support for arriving at the number of participants.

ARTICLE 9. COMPLIANCE WITH APPLICABLE LAWS.

- 9.1 The LEAGUE shall comply with all applicable statutes, ordinances, and local regulations concerning the use, condition, and occupancy of the fields and related property, and ensure that players, coaches, and spectators comply with such laws.

ARTICLE 10.
INDEMNITY and INSURANCE

10.1 The LEAGUE covenants and agrees to fully indemnify and hold harmless the City of Gonzales, its members, agents, officers and employees, their successors and assigns, individually or collectively, from and against all costs and expenses for any fines, claims, suits, losses, damages demands, actions or causes of action, or liability of any kind and nature, including but not limited to personal injury or death and property damage, in any way arising out of the execution of this license or in connection with or resulting from any activity or operation of the LEAGUE, in, on or about the premises or in connection with its use of the premises or arising out of any condition of the premises caused by the LEAGUE, or by reason of such LEAGUE's misconduct or any breach, violation or non-performance of any covenant hereof or in any permit; and the LEAGUE further agrees to pay all expenses in defending against any such claims made against the CITY, including but not limited to investigation costs, attorney's fees and court costs, except to the extent that the injury, death or damage is caused by the sole active negligence of CITY, its members, agents, officers and employees. It is the express intention of the parties that the attribution of responsibility provided for in this Article is a protection to CITY by the LEAGUE for events, injuries and damages which are, or which are said to be, the consequences of CITY's negligence or alleged negligence, including where same is the concurring cause of the injury, death or damage; excluding only those injuries, death or damage caused by the sole active negligence of CITY or solely resulting from CITY activities on the premise, as the case may be. The indemnity contained herein shall survive the termination hereof. The indemnity herein shall include appropriate protections against the claims and causes of action referred to in the paragraph below. CITY shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the reasonable control of CITY, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs from any cause whatever except as results from CITY's sole active negligence. The LEAGUE and the CITY shall give prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently, or otherwise, affects or might affect the LEAGUE.

10.2 LESSEE agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:

TYPE: Commercial (Public) Liability - including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).

AMOUNT: Combined Single Limit for Bodily Injury and Property Damage:
\$1,000,000.00 per occurrence or per claim.

LESSEE further agrees that as respects the above-required insurance, LESSOR shall:

- 1) Be named as an additional insured.**
- 2) Be provided with 30 days advance written notice of cancellation or material change.**
- 3) Be provided notice of any insurance claim filed against the policy naming the City as an additional insured.**

LESSEE further agrees that with respect of the above-required insurance, it shall provide evidence of insurance to LESSOR to satisfy the insurance requirements of this Lease.

ARTICLE 11. SIGNS

- 11.1 The LEAGUE hereby agrees not to install or display any sign(s) upon the premises without prior written approval of said sign(s) by the CITY through the City Manager. The LEAGUE further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized CITY authority and to comply with established sign review procedures for proposed new signs.
- 11.2 The LEAGUE may erect advertising signs on and around the fields in accordance with these provisions:
 - a) No advertising signs shall be permitted on the premises except for advertising signage located on the fences, secured by the LEAGUE. CITY is not responsible for damage, destruction, or vandalism to the advertising signs, except that which is caused by an agent or employee of the CITY.
 - b) All advertising signage must be removed and stored by the LEAGUE at the end of each season.
 - c) Maximum size of signage is limited to two feet (2') by three feet (3') for structures and is limited to four feet by eight feet (4' x 8') for the fence area along the back perimeter of the field.
 - d) Signs must be constructed professionally and coated with a material to be resistant to normal weather conditions and to resist vandalism efforts.
 - e) Signs must be mounted in a manner to withstand high winds and severe weather.

ARTICLE 12. TERMINATION/REMEDIES

- 12.1 Either CITY or the LEAGUE, with or without cause, may cancel this agreement by giving forty-five (45) days prior written notice thereof to the other. However, if this agreement is cancelled without cause by the CITY, the CITY shall pay to the LEAGUE the pro-rata cost of any improvements, approved, and authorized by the City, made on the premises by the LEAGUE. Such payment shall be made within ninety (90) days from the date of cancellation. Additionally, any breach or violation by the LEAGUE of the provisions

contained in this agreement which is not cured following ten (10) days written notice thereof to the LEAGUE shall, at the option of the CITY, be cause for termination of this agreement and/or entitle CITY to seek any remedy which now is or may hereafter be provided at law or in equity, whether stated herein. No waiver by CITY of a breach or violation on the part of the LEAGUE shall be construed or held to be a waiver of any succeeding or preceding breach or violation of the same or any other provision herein contained.

ARTICLE 13. REPORTS

- 13.1 The LEAGUE shall inform the City Manager in writing of the current officers of the LEAGUE and promptly advise said City Manager in writing of any changes therein. On each anniversary of this agreement and thirty (30) days following termination of this agreement, the LEAGUE will furnish to the City Manager a report including the following information:
- a) Number of participants in the LEAGUE to include only zip codes served.
 - b) Certificate of Insurance (for the season). With amounts and type required in agreement.
 - c) Names and phone numbers of designated point of contact and one alternative point of contact.
 - d) The LEAGUE shall submit to the City Manager on or before the seventh (7th) day before the season begins the following information:
 - a. A list of all the LEAGUE'S scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events.
 - b. The LEAGUE's current certificate of non-profit status and evidence of completed background checks on all LEAGUE volunteers.

ARTICLE 14. ASSIGNMENT

- 14.1 This license is personal to the LEAGUE, as Licensee, it is non-assignable, and any attempt to assign this license will terminate all privileges granted to the LEAGUE hereunder.

ARTICLE 15. CONDEMNATION

- 15.1 It is agreed and understood that if the premises are taken, in whole or in part, by any governmental authority other than CITY, this license and all rights or permission to use hereunder shall, at the option of the CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. The LEAGUE hereby waives all rights to any proceeds of such condemnation.

**ARTICLE 16.
ATTORNEY'S FEES**

- 16.1 In the event CITY brings any action under this license alleging that the LEAGUE hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the LEAGUE hereto its reasonable attorney's fees. The LEAGUE hereto which becomes so liable agrees to make prompt payment thereof to the CITY.

**ARTICLE 17.
SEVERABILITY**

- 17.1 The parties hereto agree that if any clause or provision of this license is determined to be illegal, invalid or unenforceable under any present or future Federal, state, or local law, including but not limited to the City Code, or City Ordinances of the City of Gonzales, Texas effective during the term of this license, then and in that event it is the intention of the parties hereto that the remainder of this license shall not be affected thereby, and it is also the intention of the parties to this license that in lieu of each clause or provision of this license that is illegal, invalid or unenforceable, there be added as a part of this license a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**ARTICLE 18.
AMENDMENT**

- 18.1 No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated after the date hereof and duly executed and agreed to by the parties hereto.

**ARTICLE 19.
NONDISCRIMINATION**

- 19.1 The LEAGUE covenants that it, or its agents, employees, or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the premises, which said discrimination the LEAGUE acknowledges is prohibited.

[Signature Page Follows]

EXECUTED in on this the _____ day of _____ 2022.

CITY:

City of Gonzales

By: _____

Name: Tim Patek

Title: City Manager

LEAGUE:

Gonzales Youth Sports League

By: _____

Name: _____

Title: _____

By: _____

Name: Ralph Camarillo

Title: Parks and Recreation Director/Airport Manager

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-92 Authorizing the City Manager to Execute Addendum Five to the Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations, Day-to-Day Maintenance Services.

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

City Staff is requesting Council decision regarding the Electric Utility Operations, Day-to-Day Maintenance Services and Meter Data Collection with GVEC. GVEC is requesting a 2% increase on the Operations & Maintenance Agreement due to significant inflation that is occurring in the market right now. This increase is based on the (CPI-U) Consumer Price Index Urban Index Scale or 2% whichever is the lowest. If the CPI urban Index Scale is less than 2% then GVEC will adjust the number down as needed. This would go into effect starting October 1, 2022.

POLICY CONSIDERATIONS:

If accepted the agreement will outsource a function of the Electric Department that to date has been performed by GVEC employees for the last 3 years.

FISCAL IMPACT:

\$461,759.76 yearly for O&M Agreement (increase of 2%, last year's cost \$452,705.61)

ATTACHMENTS:

Operation and Maintenance Agreement Addendum Five

STAFF RECOMMENDATION:

Staff respectfully recommends Council approve the increase in the O&M agreement with GVEC.

RESOLUTION NO. 2022-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ADDENDUM FIVE TO THE AGREEMENT WITH GUADALUPE VALLEY ELECTRIC COOPERATIVE FOR THE ELECTRIC UTILITY OPERATIONS, DAY-TO-DAY MAINTENANCE SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales (“City”) and Guadalupe Valley Electric Cooperative (“GVEC”) previously entered into an Operation and Maintenance Agreement (“Agreement”) the terms of which require a yearly renewal 90 days prior to expiration; and,

WHEREAS, the Parties agree that it is in the best interest of the City to contract with GVEC for O&M services; and,

WHEREAS, the terms of the Agreement allow for amendments to be made upon written approval of the Parties.

WHEREAS, the Operation & Maintenance Agreement will increase from \$452,705.61 to \$461,759.76 based on a two percent increase of the Consumer Price Index for all Urban Consumers; and

WHEREAS, the City Council has determined that the execution of addendum five to the agreement with Guadalupe Valley Electric Cooperative is in the best interest of the City and its citizens.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute Addendum Five to the agreement with Guadalupe Valley Electric Cooperative for the electric utility operations, day-to-day maintenance services as 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 8th day of September 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

OPERATION AND MAINTENANCE AGREEMENT ADDENDUM FIVE

THIS OPERATION AND MAINTENANCE AGREEMENT ADDENDUM FIVE (“Addendum”) is made and entered into on the _____ day of _____, 2022 following all necessary approval by the governing bodies of the Parties (the “Execution Date”) to be effective as of October 1, 2022, the “Effective Date”) by and between the City of Gonzales, a Texas home rule municipal corporation (“Owner”), and Guadalupe Valley Electric Cooperative, Inc., a Texas corporation (“Operator”) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Owner provides electric services to residents within the City of Gonzales and community of Harwood through its municipally owned electric utility and desires to contract for operation and maintenance of the Project; and,

WHEREAS, Operator provides operation and maintenance services for electric distribution facilities and has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement; and,

WHEREAS, the Parties have determined that it is in the best interest of the City to contract with GVEC for O&M services to the Scope of Services is in the best interest of both parties; and,

WHEREAS, the terms of the Agreement allow for amendments to made upon written approval of the Parties.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties, pursuant to Section 14.4 *Amendments*, of the Agreement, hereby agree as follows:

I. Amendments Constituting Addendum Five to the Operation and Maintenance Agreement and Appendix A Scope of Services

1. Section 5.2 - *Annual Operating Fee*, is hereby amended to read as follows:

For the Contract Year and each subsequent Contract Year, Owner shall pay to Operator the sum of **\$38,479.98 per month** of the Contract Year, for an annual fee of **\$461,759.76** (the “Annual Operating Fee”). Beginning on the first day of the fourth Contract Year and on the first day of each Contract Year thereafter, the Annual Operating Fee (and the corresponding monthly operating fee) shall be adjusted to reflect changes not to exceed the lesser of (i) 2% or (ii) the annual Consumer Price Index for all Urban Consumers (CPI-U), Table 1, “All items” expenditure category, as published by the U.S. Department of Labor’s Bureau of Labor Statistics.

2. All other terms and conditions of the Operation and Maintenance Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

(Remainder of page intentionally left blank)

Operator: Guadalupe Valley Electric Cooperative, Inc.

By:

Darren Schauer
General Manager and Chief Executive Officer

Owner: City of Gonzales, Texas

By:

Tim Patek
City Manager

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-93 Authorizing the City Manager to Execute Addendum One to the Agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The RFP was posted to the City of Gonzales Website on December 3, 2019, and published in the paper (Inquirer) and TML website on December 5, 2019 with proposals originally due on December 20, 2019 at 2:00 P.M., but an Addendum was done on December 12, 2019 which modified the new proposal deadline to December 31, 2019 at 2:00 P.M. The City of Gonzales received (5) five responses to the RFP. The (5) five proposals received were from Frontier Waste Solutions, Waste Connections, Texas Disposal Systems, Tiger Sanitation and Republic Services. On December 31, 2019, and January 2, 2020, City staff met, reviewed and evaluated proposals based on price, quality of service and previous performance.

City Staff was authorized to enter into an agreement for Solid Waste Collection and Disposal Services with Frontier Access, LLC (Frontier Waste Solutions) for four (4) years and seven (7) months, commencing on March 1, 2020 and concluding on September 30, 2024 with one (1) five (5) year option that shall automatically be extended in the final year of the term, unless either party notifies the other party in writing not less than one hundred and twenty (120) days prior to the expiration of the then-current term.

City Staff received a Fuel Surcharge Request from Tim Henderson, Vice President, Frontier Access, LLC (Frontier Waste Solutions) on Thursday, August 25, 2022, respectfully requesting a 6.2% increase as per the attached City of Gonzales Fuel Schedule (Exhibit A of the agreement) based on the average fuel price of diesel fuel during the preceding Contract Year exceeding \$3.04/gallon.

POLICY CONSIDERATIONS:

This is the first time for this Fuel Surcharge Request but is consistent with what has been done in the past with other agreements.

FISCAL IMPACT:

Frontier Access, LLC (Frontier Waste Solutions) is requesting a 6.2% increase as per the attached City of Gonzales Fuel Schedule (Exhibit A of the agreement) based on the average fuel price of diesel fuel during the preceding Contract year exceeding \$3.04/gallon. If this increase is approved, it would be effective October 1, 2022, and would be for this fiscal year, which would

end on September 30, 2023. The increase would affect the handload containers, dumpsters, recycle containers and roll-offs.

ATTACHMENTS:

Agreement from Frontier Access, LLC (Frontier Waste Solutions)

Fuel Surcharge Request Letter with attachments

STAFF RECOMMENDATION:

Staff respectfully recommends City Council take the action they deem appropriate.

RESOLUTION NO. 2022-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ADDENDUM ONE TO THE AGREEMENT WITH FRONTIER ACCESS, LLC (FRONTIER WASTE SOLUTIONS) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES PROVIDING FOR A RESIDENTIAL, COMMERCIAL AND INDUSTRIAL UNIT FUEL COST ADJUSTMENT INCREASE IN THE AMOUNT OF 6.2%; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales (“City”) and Frontier Access, LLC (Frontier Waste Solutions) previously entered into a Solid Waste Collection and Disposal Services (“Agreement”) the terms of which require notification from the other party in writing not less than one hundred and twenty (120) days prior to the expiration of the then-current term.

WHEREAS, the Parties agree that it is in the best interest of the City to contract with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services; and

WHEREAS, the fuel surcharge request is an increase of 6.2%; which will increase the cost for handload containers, dumpsters, recycle containers and roll-offs; and

WHEREAS, the terms of the Agreement allow for amendments to made upon written approval of the Parties; and

WHEREAS, the City Council has determined that the execution of addendum one to the agreement with Frontier Access, LLC. (Frontier Waste Solutions) is in the best interest of the City and its citizens.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute Addendum One to the agreement with Frontier Access, LLC, (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services as 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 8th day of September, 2022.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

**EXCLUSIVE FRANCHISE AGREEMENT FOR THE
COLLECTION, HAULING, RECYCLING AND
DISPOSAL OF MUNICIPAL SOLID WASTE,
CONSTRUCTION AND DEMOLITION WASTE
AND RECYCLABLE MATERIALS AGREEMENT**

ADDENDUM ONE

THIS EXCLUSIVE FRANCHISE AGREEMENT ADDENDUM ONE (“Addendum”) is made and entered into on the _____ day of _____, 2022 following all necessary approval by the governing bodies of the Parties (the “Execution Date”) to be effective as of October 1, 2022, the “Effective Date”) by and between the City of Gonzales, a Texas home rule municipal corporation (“Owner”), and Frontier Access, LLC (Frontier Waste Solutions), a Texas corporation (“Operator”) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Owner provides Solid Waste Collection and Disposal Services to residents within the City of Gonzales; and,

WHEREAS, Operator provides Solid Waste Collection and Disposal Services and has agreed to provide those services for the terms and conditions set forth in this Agreement; and,

WHEREAS, the Parties have determined that it is in the best interest of the City to contract with Frontier Waste Solutions to the Scope of Services is in the best interest of both parties; and,

WHEREAS, the terms of the Agreement allow for amendments to made upon written approval of the Parties.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties, pursuant to Section 10 Rate Adjustment E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment of the Agreement, hereby agree as follows:

I. Amendments Constituting Addendum One to the Exclusive Franchise Agreement and Section 10 Rate Adjustment E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment

1. Amend Section 10 Rate Adjustment E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment.
2. E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment. Beginning October 1, 2020, the Service Provider shall adjust all of the rates contained in Section 9 (the “Base Rates”) for any Contract Year in which the average price of diesel fuel during the preceding Contract Year exceeded \$3.04 per gallon (the “Base Price”). The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of diesel fuel for each Contract Year (each, a “Average Yearly Price”) shall be the average of the weekly fuel prices published for each week during such Contract Year.
3. All other terms and conditions of the Exclusive Franchise Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

(Remainder of page intentionally left blank)

Operator: Frontier Access, LLC (Frontier Waste Solutions)

By:

Tim Henderson
Vice President

Owner: City of Gonzales, Texas

By:

Tim Patek
City Manager



P.O. Box 1283 • Hillsboro, TX 76645
1-888-854-2905 • www.frontierwaste.com

Tim Patek
City Manager
City of Gonzales
820 St. Joseph Street
Gonzales, Texas 78629

Date: August 25, 2022

Re: Fuel Surcharge request

Mr. Patek,

Per Section X.E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment -, of the service contract between Frontier Access, LLC. and the city of Gonzales, I respectfully request a 6.2 percent (6.2%) increase as per the attached City of Gonzales Fuel Schedule (Exhibit A of the agreement) based on the average fuel price of diesel fuel during the preceding Contract Year exceeding \$3.04/gallon. I also attached the 52-week average from the U.S. Energy Information Administration website referenced in this section. The 52-week average is \$4.20/gallon.

If this increase is approved, I would like to make it effective on October 1, 2022. I have also attached a revised rate sheet with effective rates.

If you have any questions or need additional information, please feel free to contact me at 940-453-8839.

Best Regards,

Tim Henderson
Vice President
Frontier Waste Solutions
thenderson@frontierwaste.com

City of Gonzales Trash Rate Increase
Effective Date: October 1, 2022

Contract Year 4 Rates	
Current Handload	
Residential Rate	\$ 13.74
Resi Extra Cart	\$ 6.10
Outside Resi Rate	\$ 15.91
Outside Rec Rate	\$ 26.52
Outside Extra Cart	\$ 6.10
Comm Cart Service	\$ 31.83
Comm Cart Extra	\$ 15.91

Current Dumpsters

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 75.58	\$ 141.10	\$ 201.57	\$ -	\$ -	\$ -	\$ 65.52
3 Yard	\$ 95.75	\$ 180.40	\$ 264.06	\$ -	\$ -	\$ -	\$ 84.65
4 Yard	\$ 126.99	\$ 229.79	\$ 332.60	\$ 435.39	\$ -	\$ -	\$ 102.80
6 Yard	\$ 150.17	\$ 259.01	\$ 366.86	\$ 475.28	\$ 582.54	\$ 760.93	\$ 108.84
8 Yard	\$ 197.54	\$ 343.68	\$ 488.81	\$ 634.95	\$ 779.07	\$ 990.73	\$ 146.14
Casters	\$ 23.34						
Lockbars	\$ 23.34						

Container Service - Recycle

	EOW	1x/month	Extra
96 cart	\$ 10.61	\$ 21.22	\$ 10.61
4 Yard	\$ 80.63	\$ 161.26	\$ 80.63
6 Yard	\$ 95.48	\$ 190.96	\$ 95.48
8 Yard	\$ 114.58	\$ 229.15	\$ 114.58

Current Roll-off

	Delivery	Haul/Disp	Daily Rent
20 yard	\$ 183.43	\$ 488.81	\$ 4.24
30 yard	\$ 183.43	\$ 554.33	\$ 4.24
40 yard	\$ 183.43	\$ 581.53	\$ 4.24
Compactor	\$ -	\$ 636.54	

City Roll-off Rates

	Delivery	Haul/Disp	Daily Rent
20 yard	\$ -	\$ 313.44	\$ -
30 yard	\$ -	\$ 490.83	\$ -
40 yard	\$ -	\$ 522.07	\$ -

Fuel Adjustment 6.2%
Revised Contract Year 4

Revised Handload	
Residential Rate	\$ 14.59
Resi Extra Cart	\$ 6.48
Outside Resi Rate	\$ 16.90
Outside Rec Rate	\$ 28.16
Outside Extra Cart	\$ 6.48
Comm Cart Service	\$ 33.80
Comm Cart Extra	\$ 16.90

Revised Dumpsters

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 80.27	\$ 149.85	\$ 214.07	\$ -	\$ -	\$ -	\$ 69.58
3 Yard	\$ 101.69	\$ 191.58	\$ 280.43	\$ -	\$ -	\$ -	\$ 89.90
4 Yard	\$ 134.86	\$ 244.04	\$ 353.22	\$ 462.38	\$ -	\$ -	\$ 109.17
6 Yard	\$ 159.48	\$ 275.07	\$ 389.61	\$ 504.75	\$ 618.66	\$ 808.11	\$ 115.59
8 Yard	\$ 209.79	\$ 364.99	\$ 519.12	\$ 674.32	\$ 827.37	\$ 1,052.16	\$ 155.20
Casters	\$ 24.79						
Lockbars	\$ 24.79						

Revised Container Service - Recycle

	EOW	1x/month	Extra
96 cart	\$ 11.27	\$ 22.54	\$ 11.27
4 Yard	\$ 85.63	\$ 171.26	\$ 85.63
6 Yard	\$ 101.40	\$ 202.80	\$ 101.40
8 Yard	\$ 121.68	\$ 243.36	\$ 121.68

Revised Roll-off

	Delivery	Haul/Disp	Daily Rent
20 yard	\$ 194.80	\$ 519.12	\$ 4.50
30 yard	\$ 194.80	\$ 588.70	\$ 4.50
40 yard	\$ 194.80	\$ 617.58	\$ 4.50
Compactor	\$ -	\$ 676.01	\$ -

City Roll-off Rates

	Delivery	Haul/Disp	Daily Rent
20 yard	\$ -	\$ 332.87	\$ -
30 yard	\$ -	\$ 521.26	\$ -
40 yard	\$ -	\$ 554.44	\$ -

increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to request an increase to the Initial Rates, and (iii) The City shall place the requested adjustment before the City Council at the next regularly scheduled meeting of the City Council for their consideration.

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the City shall place any requested adjustment because of an increase in Fees before the City Council at the next regularly scheduled meeting of the City Council for their consideration. In the event the City fails or refuses to consent to any such requested increase in the Fees and the Service Provider can demonstrate that such increase in the Fees is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any other rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment. Beginning October 1, 2020, the Service Provider shall adjust all of the rates contained in Section 9 (the "Base Rates") for any Contract Year in which the average price of diesel fuel during the preceding Contract Year exceeded \$3.04 per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration published price for diesel fuel - gulf coast region. The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of diesel fuel for each Contract Year (each, a "Average Yearly Price") shall be the average of the weekly fuel prices published for each week during such Contract Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be calculated by referring to the fuel schedule attached hereto as Exhibit A. In the event the Average Yearly Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to the Base Rates by increasing the Base Rates by the applicable Rate Increase Percentage (as shown on Exhibit A) based on the Average Yearly Price for the previous Contract Year. In the event the Average Yearly Price is less than the Base Price, there will be no Fuel Cost

Adjustment. Each Fuel Cost Adjustment shall be effective during the Contract Year immediately following the Contract Year for which such Fuel Cost Adjustment was determined.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The initial term of this Agreement shall be for a period of four (4) years and seven (7) months, commencing on March 1, 2020 and concluding on September 30, 2024 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the Agreement may be extended for up to three successive terms of five (5) years. The Service Provider shall provide to the City with written notice of its intent to renew this Agreement for an additional five year term at least 120 days prior to the expiration date of the Initial Term or 120 days prior to any of the then applicable individual five-year extension periods. If the City does not provide such written approval to renew the Agreement within thirty (30) days of such request from the Service Provider, this Agreement will terminate at the end of either this Initial Term, or at the end of any subsequent five (5) year extension period, as applicable.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to place before the City Council for their consideration, any revisions to existing City Codes governing solid waste requested by Service Provider, provided that such request is consistent with state law. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to

[Back to Contents](#) **Data 1: Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)**

Sourcekey EMD_EPD2D_PTE_R30
 _DPG
 Weekly Gulf Coast
 No 2 Diesel Retail
 Prices (Dollars per
 Gallon)
 Date

Aug 30, 2021	3.06
Sep 06, 2021	3.104
Sep 13, 2021	3.099
Sep 20, 2021	3.119
Sep 27, 2021	3.142
Oct 04, 2021	3.203
Oct 11, 2021	3.335
Oct 18, 2021	3.422
Oct 25, 2021	3.483
Nov 01, 2021	3.486
Nov 08, 2021	3.482
Nov 15, 2021	3.474
Nov 22, 2021	3.457
Nov 29, 2021	3.454
Dec 06, 2021	3.402
Dec 13, 2021	3.372
Dec 20, 2021	3.339
Dec 27, 2021	3.33
Jan 03, 2022	3.328
Jan 10, 2022	3.384
Jan 17, 2022	3.463
Jan 24, 2022	3.531
Jan 31, 2022	3.608
Feb 07, 2022	3.73
Feb 14, 2022	3.785
Feb 21, 2022	3.83
Feb 28, 2022	3.872
Mar 07, 2022	4.703
Mar 14, 2022	5.11
Mar 21, 2022	4.964
Mar 28, 2022	4.972
Apr 04, 2022	4.929
Apr 11, 2022	4.84
Apr 18, 2022	4.855
Apr 25, 2022	4.916
May 02, 2022	5.21
May 09, 2022	5.339
May 16, 2022	5.295
May 23, 2022	5.216
May 30, 2022	5.18
Jun 06, 2022	5.309
Jun 13, 2022	5.37
Jun 20, 2022	5.453
Jun 27, 2022	5.441
Jul 04, 2022	5.33
Jul 11, 2022	5.217
Jul 18, 2022	5.083
Jul 25, 2022	4.911
Aug 01, 2022	4.801
Aug 08, 2022	4.677
Aug 15, 2022	4.614
Aug 22, 2022	4.619
Average	\$4.20

EXHIBIT A

CITY OF GONZALES FUEL SCHEDULE

Average Fuel Price		Rate % Increase
\$ 3.00	\$ 3.04	0.0%
\$ 3.05	\$ 3.09	0.3%
\$ 3.10	\$ 3.14	0.5%
\$ 3.15	\$ 3.19	0.8%
\$ 3.20	\$ 3.24	1.0%
\$ 3.25	\$ 3.29	1.3%
\$ 3.30	\$ 3.34	1.5%
\$ 3.35	\$ 3.39	1.8%
\$ 3.40	\$ 3.44	2.1%
\$ 3.45	\$ 3.49	2.3%
\$ 3.50	\$ 3.54	2.6%
\$ 3.55	\$ 3.59	2.8%
\$ 3.60	\$ 3.64	3.1%
\$ 3.65	\$ 3.69	3.4%
\$ 3.70	\$ 3.74	3.6%
\$ 3.75	\$ 3.79	3.9%
\$ 3.80	\$ 3.84	4.1%
\$ 3.85	\$ 3.89	4.4%
\$ 3.90	\$ 3.94	4.6%
\$ 3.95	\$ 3.99	4.9%
\$ 4.00	\$ 4.04	5.2%
\$ 4.05	\$ 4.09	5.4%
\$ 4.10	\$ 4.14	5.7%
\$ 4.15	\$ 4.19	5.9%
\$ 4.20	\$ 4.24	6.2%
\$ 4.25	\$ 4.29	6.4%
\$ 4.30	\$ 4.34	6.7%
\$ 4.35	\$ 4.39	7.0%
\$ 4.40	\$ 4.44	7.2%
\$ 4.45	\$ 4.49	7.5%
\$ 4.50	\$ 4.54	7.7%
\$ 4.55	\$ 4.59	8.0%
\$ 4.60	\$ 4.64	8.3%
\$ 4.65	\$ 4.69	8.5%
\$ 4.70	\$ 4.74	8.8%
\$ 4.75	\$ 4.79	9.0%

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-94 Authorizing the City Manager or his designee to enter into an Interlocal Cooperation Agreement between counties associated with Operation Lone Star for Law Enforcement Services

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Operation Lone Star is a task force in place to fight border related crime, by combining resources to combat human trafficking, narcotic trafficking, and other related criminal activities.

POLICY CONSIDERATIONS:

This Resolution will authorize the City Manager or his designee to execute the provided agreement with the Operation Lone Star.

FISCAL IMPACT:

Participation in this task force provides a force multiplier for our jurisdiction and increases grant funding opportunities.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution

RESOLUTION NO. 2022-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTIES ASSOCIATED WITH OPERATION LONE STAR FOR LAW ENFORCEMENT SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

WHEREAS, pursuant to the provisions of Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested;

WHEREAS, pursuant to the provisions of the Texas Code of Criminal Procedure Chapter 59 (Forfeiture of Contraband), the prosecutor with felony jurisdiction in a county where a forfeiture proceeding is held under this chapter, may enter into an agreement with law enforcement agencies involved in the seizure of illegal contraband for the disposition of forfeited assets;

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of Bee County SO, Brooks County SO, Cuero PD, Gonzales PD, Gonzales County SO, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Wharton County SO, Wilson County SO, Yoakum PD, Jackson County SO by the coordination of criminal interdiction/ narcotics investigations efforts between the associated listed agencies; and

WHEREAS, the City Council has determined that the execution of a Authorizing the City Manager or his designee to enter into an Interlocal Cooperation Agreement between counties associated with Operation Lone Star for Law Enforcement Services is in the best interest of the City and further promotes the public health, safety and welfare of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager or his designee to enter into an Interlocal Cooperation Agreement between counties associated with Operation Lone Star for Law Enforcement Services as 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 8th day of September 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTIES ASSOCIATED WITH OPERATION LONE STAR FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement made, entered into, and executed by Bee County SO, Brooks County SO, Cuero PD, Gonzales PD, Gonzales County SO, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Wharton County SO, Wilson County SO, Yoakum PD, Jackson County SO bodies and corporates under the laws of the State of Texas; pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain Other Local Governments), a county may, pursuant to order or resolution of its governing body, form a mutual interlocal agency to assist in criminal and narcotic investigations and law enforcement;

WHEREAS, pursuant to the provisions of Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested;

WHEREAS, pursuant to the provisions of the Texas Code of Criminal Procedure Chapter 59 (Forfeiture of Contraband), the prosecutor with felony jurisdiction in a county where a forfeiture proceeding is held under this chapter, may enter into an agreement with law enforcement agencies involved in the seizure of illegal contraband for the disposition of forfeited assets;

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of Bee County SO, Brooks County SO, Cuero PD, Gonzales PD, Gonzales County SO, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Wharton County SO, Wilson County SO, Yoakum PD, Jackson County SO by the coordination of criminal interdiction/narcotics investigations efforts between the associated listed agencies.

WHEREAS, this agreement states the purpose, terms, rights, objectives, duties, and responsibilities of the parties to this agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this agreement, the parties enter into this agreement under the following terms and conditions:

1. Definitions

“Law Enforcement Agency” shall mean one or more of the law enforcement agencies that are parties to this agreement.

“Law Enforcement Officer” shall have the meaning provided by Texas Local Government Code Section 362.001(2).

“Lead Agency” shall mean the law enforcement agency that initiates the criminal investigation within the jurisdictional limits of the political subdivision for which the agency provides law enforcement services.

“Active Participation” shall mean predetermined participation such as joint operations or investigations agreed upon by participating parties to this agreement prior to the operation. Backing up officers at a stop is not active participation unless agreed upon by both parties.

2. Purpose of Agreement

The purpose of the agreement is to create and establish a joint effort between the Bee County SO, Brooks County SO, Cuero PD, Gonzales PD, Gonzales County SO, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Wharton County SO, Wilson County SO, Yoakum PD, Jackson County SO, to combat crime throughout the jurisdictional limits of the counties who are parties to the agreement. Pursuant to order or resolution of the governing bodies of the parties to this agreement, the parties to this agreement have entered into this agreement to (1) form a mutual aid law enforcement agreement between police agencies to cooperate in criminal interdiction efforts and related criminal investigations, (2) to provide additional investigative and arrest authority to law enforcement officers employed the law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this agreement, and (3) to provide for the payment of expenses incurred in the performance of law enforcement activities during these operations.

3. Personnel and Equipment

Each law enforcement agency shall assign law enforcement officers (on an as needed and requested basis) and shall provide all necessary vehicles and equipment for the law enforcement officers assigned. All personnel assigned shall remain the employees of the party making this assignment., and shall not be considered as employees, agents, or servants, of any other party to the agreement. All compensation of services of law enforcement officers assigned during these enforcement operations shall be paid by the party making the assignment. All supplies and

expenses incurred by the law enforcement officer while participating during these enforcement operations shall be paid by the law enforcement agency that acquired the supplies or incurred the expense.

4. Administration and Supervision

The lead agency for each joint effort shall have the sole responsibility for the direction and supervision of the activities of the law enforcement officers during the law enforcement operations.

All law enforcement officers in each joint effort shall be under the direct command of the lead agency.

Notwithstanding the provisions of the preceding paragraph, the heads of the law enforcement agencies shall have the sole directions in the assignment of law enforcement officers who are employed by the assigning party during the enforcement operations, including the time period of the assignment. The heads of the law enforcement agencies shall also have sole discretion in the assignment of vehicles, K-9 units, and other equipment and supplies owned or under the control of the assigning party, including the time period of the assignment.

5. Extent of Authority

Any law enforcement officer assigned to conduct these law enforcement operations shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the political subdivisions that are parties to this agreement, including the power to make arrests and to execute search warrants.

6. Employee Status

A law enforcement officer that is regularly employed by one of the law enforcement agencies shall remain an employee of that agency. However, the law enforcement officer shall be considered, for the purpose of making an arrest at any location within the jurisdictional limits of any political subdivision that is a party to this agreement, to be in service of and a peace officer under the command and supervision of the lead agency. The law enforcement officer who is assigned to participate in these operations shall have all the powers of a regular law enforcement officer anywhere within the jurisdictional limits of the political subdivision that is a party to this agreement. Qualification for office by the law enforcement officer with the law enforcement agency that assigned the officer to participate in these operations shall constitute qualification for office with the lead agency and no additional cost, bond, or compensation is required. The party who assigns a law enforcement officer to these operations shall remain solely responsible for the health, safety, acts, or omissions of the assigned officer, and shall, to the extent authorized by law, indemnify the other parties to this agreement for any and all liability and damages whatsoever nature caused by the assigned officer. In further recognition of the benefits to be gained by the participating entities, it is agreed that no party to this agreement shall request

reimbursement for any services performed pursuant to this agreement for another party to this agreement.

7. Compensation of Assigned Law Enforcement Officers

The party employing the law enforcement officers assigned shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, as well as travel, food, and lodging expenses incurred by the assigned officer in the performance of the law enforcement operation activities.

8. Civil Liability and Indemnification

It is further agreed that, in the event any law enforcement officer assigned shall be cited as a defendant party to any civil lawsuit, State or Federal, arising out of the officer's acts while engaging in authorized participation of the law enforcement operations, the assigned law enforcement officer shall be entitled to the same benefits from the assigning party that such law enforcement officer would be entitled to receive had such civil action arisen out of an official act within the scope of the assigned officer's duties as a member and in the jurisdiction of the law enforcement agency from which the officer was assigned.

9. Disposition of Forfeited Assets

The sharing of assets forfeited will be handled on a case-by-case basis between the agency of primary jurisdiction and those agencies participating in the enforcement action and investigation from which the assets were forfeited.

10. Term of Agreement & Termination

This agreement shall be for an initial term of one year. This agreement shall be automatically renewed without further action unless terminated by either party. This agreement may be terminated at any time by any party with or without cause upon (90) days advance written notice. Any notice of termination shall be sent to other party to this Interlocal Agreement at the address listed in paragraph 13 of this agreement.

11. Payment from Current Funds

Each party for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12. Alternate Dispute Resolution

In any dispute between the parties relation to law enforcement activities, all parties involved will cooperate in good faith to resolve the dispute. Prior to the filing of a lawsuit, the parties shall:

1. Meet in an informal conference to attempt resolution of any disputes.
2. In the event the dispute is not resolved at the informal conference, submit the dispute to mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code.

13. Notices

Any notice provided for under the terms of this agreement by either party to the other shall be in writing and may be effected by personal delivery or by register or certified mail, return receipt requested. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with provisions of this paragraph.

14. Construction

This agreement shall be interpreted, construed, and governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction.

15. Captions

The Captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision hereof.

16. Prior Agreements

This contract supersedes any and all other agreements, either oral or in writing between the parties with respect to the subject matter of this contract and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this contract acknowledges that no representations, inducements, promises, or other agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

17. Authorization of Funding

Each participating agency separately certify that payments made under this agreement will be made from current revenues and any future payments are subject to future appropriations.

All expenditures will be subject to standard County/City purchasing procedures.

18. Law Governing

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

19. Severability

In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Assignment

This agreement is binding upon and inures to the benefit of the parties to this agreement and their respective successors and permitted assigns. This agreement may not be assigned by any party without the written consent of all of the parties.

21. Effect of Waivers

No waiver by either party of any default, violations, or breach of the terms, provisions, and covenants contained in this agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this agreement.

22. Exercise of Police Power

This agreement and all activities under this agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

23. Warranty

The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in the agreement.

24. Immunities Not Waived

Nothing in this agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this agreement and the performance of the covenants contained in this agreement.

25. No Mutual Indemnification

To the extent allowed by the Constitution and Laws of the State of Texas, each County, and municipality agree that each party assumes any and all risks of liability, loss, damages, claims, or

causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the results of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

26. Effective Date

This agreement is effective on the date when the last party executes this agreement.

27. Multiple Originals

Two (2) copies of this agreement are executed; each shall be deemed an original.

EXECUTED by _____ on the _____ day of _____, 2022.

(City Manager / Mayor)

Chief of Police

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: September 8, 2022

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-95 Authorizing the City Manager to submit, and accept if awarded, an application and associated documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$305,870 in Operation Lone Star Grant Funds, for the Purchase of two license plate readers and camera trailers, wireless mics, one fully equipped truck, and overtime, for the Police Department

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales Police Department is applying for Operation Lone Star grant funds for the purchase of two license plate readers and camera trailers, wireless mics, one fully equipped truck and overtime. This equipment and funding would assist the police department's efforts in disrupting human and narcotics trafficking.

POLICY CONSIDERATIONS:

The process to authorize the City Manager to submit and accept a grant if awarded is consistent with current City procedures for grant submittal.

FISCAL IMPACT:

There will not be any fiscal impact if the grant funding is awarded.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this Resolution and associated documents.

RESOLUTION NO. 2022-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT, AND ACCEPT IF AWARDED, AN APPLICATION AND ASSOCIATED DOCUMENTS TO THE PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, THROUGH THE OFFICE OF THE GOVERNOR, FOR UP TO \$305,870 IN OPERATION LONE STAR GRANT FUNDS, FOR THE PURCHASE OF TWO LICENSE PLATE READERS AND CAMERA TRAILERS, WIRELESS MICS, ONE FULLY EQUIPPED TRUCK, AND OVERTIME, FOR THE POLICE DEPARTMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Gonzales supports the application for and acceptance of Public Safety Office (PSO) grant funds, through the Criminal Justice Division, Office of the Governor, Operation Lone Star (OLS) the purchase of two license plate readers and camera trailers, wireless mics, one fully equipped truck and funding for overtime; and

WHEREAS, the amount of the Operation Lone Star (OLS) grant would be in an amount not to exceed \$305,870; and

WHEREAS, the Public Safety Office of the Office of the Governor, plays an important role in creating and supporting programs that protect people from crime, reduce the number of crimes committed, and promoting accountability, efficiency, and effectiveness within the criminal justice system; and

WHEREAS, the City Council of the City of Gonzales agrees that in the event of loss or misuse of the OLS funds, the City Council assures that the funds will be returned to the Office of the Governor (OOG) in full; and

WHEREAS, the City Council designates the City Manager, or designee, as the City's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the agreement on behalf of the applicant agency.

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

Section 1. The City Council of the City of Gonzales, Texas, hereby authorizes the City Manager to submit, and accept if awarded, an application and associated documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$305,870 in Operation Lone Star Grant Funds, for the Purchase of two license plate readers and camera trailers, wireless mics, one fully equipped truck, and overtime, for the Police Department.

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 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-96 Approving an Administrative Services Agreement with the Gonzales Economic Development Corporation, a Type B Economic Development Corporation

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At its August 22, 2022, meeting the Gonzales Economic Development Corporation approved the attached Administrative Services Agreement. City Council and Gonzales Economic Development Corporation wish to enter into an Administrative Services Agreement to maximize efficiency and minimize costs in the area of fiscal, personnel, and professional services that are mutually beneficial to both parties.

POLICY CONSIDERATIONS:

Approving this administrative service agreement documents is consistent with previous City Council actions.

FISCAL IMPACT:

The GEDC will pay the City of Gonzales \$24,000 per year subject to any other administrative expenses incurred by mutual agreement, for the period ending September 30, 2023, for the operational activities. This is a \$6,000 increase from the previous year. Additionally, GEDC will provide to the City funding in the annual amount of \$64.00 for the period ending September 30, 2023, for liability insurance for the flagpole on Texas heroes Square.

ATTACHMENTS:

GEDC Board approved Administrative Services Agreement

STAFF RECOMMENDATIONS:

GEDC Board and Staff recommend approval.

RESOLUTION NO. 2022-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH THE GONZALES ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION; 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, the City Council of the City of Gonzales, Texas, desires to approve an Administrative Services Agreement with the GEDC, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

Section 1. That the City Council of the City of Gonzales, Texas, does hereby approve the Administrative Services Agreement with the Gonzales Economic Development Corporation, 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 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

[Administrative Services Agreement]

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GONZALES §

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the "Agreement") shall be between the **City of Gonzales**, a municipal corporation, situated in Gonzales County, Texas, acting by and through its City Manager, (hereinafter referred to as "City"), and the **Gonzales Economic Development Corporation** a Texas non-profit economic development corporation (hereinafter referred to as the "GEDC") acting by and through its President and in accordance with Texas Local Government Code Chapters 501, 502 and 505, to be effective as of the date on which the last Party signs this Agreement (the "Effective Date").

The GEDC shall be regularly accountable to the City Council for all programs and expenditures undertaken by them or on their behalf, and shall report on all expenditures of the GEDC, whether discharged directly by the GEDC or by any person, firm, corporation, agency, association or other entity on behalf of the GEDC, including contracts for professional or administrative services. The GEDC may plan and direct its work through a designated employee of the City of Gonzales, or other contractual entity, who will be charged with the responsibility of carrying out the GEDC's plan and program as adopted by the GEDC and approved by City Council. The authorized signatories for the GEDC are the GEDC President and GEDC Treasurer. All checks require two (2) signatures. If one or both GEDC representatives are unable to sign, the City Manager and/or City Finance Director are authorized to sign.

In accordance with State Law, the City Council shall require that the GEDC be responsible to the City Council for the proper discharge of its duties assigned in this Agreement. All policies for program administration shall be submitted for Council approval, and the GEDC shall administer said programs accordingly. The GEDC shall determine its policies and direction within the limitations of the duties herein imposed by applicable laws, the Articles of Incorporation, Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. The City and the GEDC are collectively referred to herein as the "Parties" and are each a "Party".

WITNESSETH:

WHEREAS, the Parties desire to enter into an agreement to maximize efficiency and minimize costs in the areas of fiscal, personnel, and professional services in the provision of economic development programs that mutually benefit the Parties and serve a public purpose; and

WHEREAS, City has served as the Employer of Record and fiscal agent for GEDC from the beginning of its existence as a Type B Economic Development Corporation; and

WHEREAS, the Parties hereby find that it is in the best interest of the Parties for the City

to provide fiscal, personnel, and professional services to the GEDC under the terms stated herein

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

ARTICLE 1. PURPOSE

The purpose of this Agreement is to define the fiscal, personnel, and professional services to be provided by the City on behalf of GEDC in the provision of economic development programs that mutually benefit the Parties and serve a public purpose.

ARTICLE 2. TERM

The initial term of this Agreement begins upon approval of the governing bodies of the Parties and execution by their respective designees and shall expire on **September 30, 2023**~~2022~~. The Agreement shall automatically be renewed each year unless terminated as herein provided and each successive one-year term shall begin October 1st and run concurrently with the fiscal year so long as the funds required hereunder are appropriated by the governing bodies of the Parties.

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ARTICLE 3. FISCAL MANAGEMENT & DISBURSEMENT

The City, as the fiscal agent and employer of record for GEDC, is responsible for providing fiscal, and staff support services to GEDC. The fiscal management and disbursement responsibilities for the term of this Agreement are as follows:

1. The City will provide financial management, accounting and purchasing services to and for GEDC limited within the scope of this Agreement.
2. The City shall maintain one or more separate accounts under the supervision of the Director of Finance for the City. The Director of Finance, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved. The Director of Finance shall use generally accepted accounting procedures to satisfy his/her duties pursuant to this Agreement. The City shall pay all invoices on a timely basis. The City shall receive all sales tax disbursements for GEDC from the Texas Comptroller of Public Accounts.
3. The authorization of disbursements of funds to recipients of funding under contract with GEDC will be made by the GEDC or Economic Development Director pursuant to the adopted Bylaws in the amounts specified by the action of the GEDC, so long as the GEDC Project Fund has sufficient funds to accommodate all payment requests. The City is under no obligation to process payment authorizations unless sufficient funds for such purposes are present in the GEDC budget.

4. The GEDC Economic Development Director is responsible for leadership to plan, organize and direct the Economic Development of the City by supervising the Gonzales Economic Development Corporation. This position is accountable to develop and foster professional, unified and successful working relationships with City Council, City staff and GEDCs of partnering entities. The Economic Development Director is required to be knowledgeable of economic development practices and principles, applicable to City, State and Federal ordinances, laws and regulations for all economic community development agencies and programs. The GEDC assumes responsibility for the legal and proper expenditures of all Project Fund monies following GEDC approval of the project qualifying as a Type B Economic Development Project. All monies are budgeted and expended according to the latest approved budget and in conformance with the adopted Bylaws.
5. The GEDC may, with approval of the City Council, contract with the City, or with another entity, for financial and accounting services including an annual audited financial statement of all funds.

ARTICLE 4. PERSONNEL MANAGEMENT

The City, as the fiscal agent and employer of record for GEDC is responsible for providing fiscal, human resource and staff support services to GEDC. The personnel management responsibilities for the term of this Agreement are as follows:

1. The City will provide human resources services to GEDC and will serve as the employer of record for those employees receiving work product direction from the GEDC (GEDC Employees).
2. All GEDC Employees shall be City employees for all purposes, including but not limited to, payroll disbursement and all fringe benefits, including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefits normally extended to the City employees. All costs incurred by the City for providing GEDC Employees will be reimbursed by GEDC.
3. Both the GEDC and the City agree that the City of Gonzales Personnel Policy Manual will govern the responsibilities and actions of the Parties to this Agreement, including all GEDC Employees, and the City of Gonzales Personnel Policy Manual is hereby adopted to that extent.
4. The hiring, supervision, performance evaluation and termination of the GEDC Economic Development Director shall be the joint responsibility of the City Manager and GEDC, and should be consistent with the City of Gonzales Personnel Policy Manual. The responsibility and authority for employment related actions shall be as follows:
 - a. The City Manager shall have the sole authority and responsibility for disciplinary action, including termination, arising from a violation of the City of Gonzales

Personnel Policy Manual. The City Manager shall notify the GEDC President about the general nature of any disciplinary action taken.

- b. The GEDC shall have input on matters arising from performance issues and duties related to economic development work product and shall have input on the initial hiring decision of the Economic Development Director.
5. The hiring, supervision, performance evaluation and termination of GEDC Employees other than the Economic Development Director shall be the sole responsibility of the Economic Development Director ~~City Manager~~.
6. The creation of new employment positions and job descriptions require the approval of City Council. The number of positions, job descriptions, salary, and salary range for each position shall be within the discretion of the GEDC, but shall be based upon a recommendation from the City, as employer of record. Decisions relating to salary increases, if any, are the sole responsibility of the GEDC when related to performance and the sole responsibility of the City when given or withheld based upon non-performance related criteria for all City employees. All salary adjustments shall be dependent on available funding and consistent with the City's compensation plan strategies as approved through the annual budget process. Deviations, when necessary, should be by mutual agreement between the City and GEDC.

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ARTICLE 5. PERSONNEL GENERAL DUTIES

- A. The City, through the GEDC Economic Development Director, agrees to:
 1. Follow the provisions of the Bylaws, which are incorporated herein by reference, as may be amended from time to time, as closely as possible to ensure the GEDC's economic development efforts are in line with the evolving economic development needs of the Gonzales community. Efforts are to be made to conduct at least once each year a planning session with the GEDC to determine policy changes needed in the staff's efforts to stay competitive in the dynamic economic development environment.
 2. Consistent with the Bylaws, recommend policies and procedures to the GEDC for adoption as needed, including financial, accounting, and purchasing policies and procedures. Unless otherwise stipulated, the staff shall follow the policies and procedures of the City when conducting GEDC financial business.
 3. Negotiate, administer and monitor all contracts and project performance agreements on behalf of GEDC with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks and adhering to all regulatory requirements as well as adopted policies and procedures.

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4. Prepare a budget for the forthcoming year for review and approval by the GEDC. The budget shall be prepared in accordance with the procedures prescribed for all City departments and included with the proposed overall City budget for final approval by City Council.
5. Provide sufficient support staff for the operation of GEDC programs. The City Manager or his designee shall meet with the GEDC, as requested from time to time in closed session regarding personnel matters to receive the GEDC's input regarding such matters.
6. Ensure that the staff carries out responsibilities and duties as specified by the GEDC and accepted by the City.
7. Review the existing incentive guidelines, and loan program, make recommendations to the GEDC to ensure that such guidelines, and programs are in compliance with all relevant local, state and federal requirements and to serve the needs of the community.
8. Continue to develop new relationships and build upon existing relationships to promote the development of new and existing businesses.
9. Maintain records of GEDC activities in accordance with the same state-mandated records retention schedule that is followed by the City.
10. Provide information on local, state, and federal permit and licensing requirements and act as a liaison between GEDC clients and other City departments.
11. Inform/report at the minimum of quarterly to the GEDC the status of GEDC's loan portfolio.
12. Continue to coordinate with local educational institutions to identify and develop programs to meet the training, educational, workforce development and business counseling needs of the business community.
13. City agrees to provide the following services as listed in **Exhibit A**, which is attached hereto and is incorporated herein for all purposes.

B. GEDC Agrees to:

1. Provide the City funding in the amount of **\$2448,000.00** per year, as provided further below, subject to any other administrative expenses incurred by mutual agreement, for the period ending **September 30, 2023**, for the operational activities (including compensation of the staff and reimbursement for legal fees).

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The first payment of \$~~129,000.00~~ shall be due by **October 31, 202~~21~~**. The second payment of \$~~12,000,000.00~~ shall be due by **March 31, 202~~32~~**.

2. Provide to the City funding in the amount of **\$4464.00** for the period ending **September 30, 202~~32~~**, for liability insurance for the flagpole on Texas Heroes Square.

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ARTICLE 6. LEGAL SERVICES

GEDC retains the right to hire an attorney of its own choice at its own expense whenever it so chooses. GEDC, if it so chooses, may also utilize the services of the City Attorney or any Special Counsel retained by the City if GEDC and the attorney agree that such representation may be accomplished without conflict and is in the best interest of the City and GEDC. Such representation may be billed through the City under this Agreement separate from the fees associated with any other representation of the City.

ARTICLE 7. TERMINATION AND AMENDMENTS

1. Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be affected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.
2. Either party can request an amendment to this Agreement by giving thirty (30) days written notice. The amendment becomes effective only by the approval and signature of both parties.
3. In the event of termination, all costs incurred through the date of termination will be paid within thirty (30) days of request for reimbursement or payments.
4. All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City: City Manager
 City of Gonzales
 P.O. BOX 547
 Gonzales, Texas 78629

If to GEDC: Gonzales Economic Development Corporation
 P.O. Box 547
 Gonzales, TX 78629

ARTICLE 8. GOVERNING LAW

The laws of the State of Texas shall govern this Agreement and all obligations hereunder of the parties are performable in Gonzales, Texas. Venue for any legal proceeding is Gonzales County, Texas.

ARTICLE 9. NON-ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither the City nor GEDC shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.

ARTICLE 10. SEVERABILITY

Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 11. ENTIRETY OF AGREEMENT

This is the entire agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CITY OR GEDC HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL OF THE CITY OF GONZALES OR GEDC BOARD OF DIRECTORS.

ARTICLE 12. OFFICIALS NOT TO BENEFIT

No public official of the City or GEDC who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the agreement which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

ARTICLE 13. NO WAIVER

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the GEDC shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its GEDC

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members, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

ARTICLE 14. AGREEMENT

This Agreement shall constitute the sole agreement between the City and GEDC relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

WITNESS our hands to this AGREEMENT this _____ day of _____, 202~~21~~²

GEDC

CITY

Andy Rodriguez, President

Tim Patek, City Manager

ATTEST:

ATTEST:

Gerri Lawing, Secretary

Kristina Vega, City Secretary

Exhibit A

[City Provided Services]

1. Office and meeting space
2. Use of vault for document retention
3. Utilities - electric, water, sewer, phone, internet and alarm service
4. 24 hour a day IT service
5. Access to Incode Software
6. Use of the computer server for safe keeping of documents
7. Financial services including: preparing monthly financial and investment report, accounts receivable (loans) and payable, payroll, 1099 preparation, bank reconciliation
8. Assisting with budget preparation and printing budget book
9. Postage
10. Unlimited use of the copy and fax machine including the use of paper
11. Use of P.O. Box
12. Human Resources Support

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-97 Approving the creation of the Job Descriptions and amendments to the Current Position Classifications for Fiscal Year 2022-2023

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

During the planning process of the upcoming budget the Chief of Police requested that the position of Captain be changed to Assistant Chief of Police, since many of the current responsibilities are already that of an Assistant Chief. This will be a new job description for an individual that is already serving as the Captain for the Police Department. Staff wanted to provide the City Council with a redlined version to be able to view what new responsibilities were added and what was removed, with many of the essential functions remaining with amendments. The Captain job description will remain the same as what was previously approved but will not be a funded position at this time. If at any time the Police Department wishes to fund that position or amend the responsibilities of the Captain, the changes would be presented to City Council for their review and approval.

Additionally, during the planning process the Administrative Services Director/City Secretary also requested the creation and funding of an Administrative Assistant. The position will provide administrative support in the area of agenda preparation for the City Council/Planning & Zoning/Zoning Board of Adjustment/CVB and other City Boards, TABC permits, Public Information Requests (tracking and gathering of responsive information), Records Retention and filing and many other areas in order to provide a superior level of service to the citizens of the City of Gonzales and the City employees.

POLICY CONSIDERATIONS:

The approval of this resolution will create job descriptions for the two listed positions and amend the position classifications

FISCAL IMPACT:

Police Department Staff budgeted for a \$2.00 increase for the Assistant Police Chief for an annual amount of \$4,160.00 within the Salaries Account 100.7-501.106 allocated in the 2022-2023 Fiscal Year Budget.

City Secretary's Department budgeted \$32,760.00 for the position within the Salaries Account 100.7-108.106 allocated in the 2022-2023 Fiscal Year Budget.

ATTACHMENTS:

Position Description

Position Classification

STAFF RECOMMENDATIONS:

City staff respectfully requests approval of this resolution.

RESOLUTION NO. 2022-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE CREATION OF THE JOB DESCRIPTIONS AND AMENDMENTS TO THE CURRENT POSITION CLASSIFICATIONS FOR FISCAL YEAR 2022-2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the job descriptions for the City of Gonzales employees are set in place to accurately describe the major responsibilities, essential functions and minimum requirements of each position; and

WHEREAS, it is the desire of staff to present the creation of job descriptions and amendments to the classifications to City Council for review and final approval; and

WHEREAS, the City Council and City Manager find there is a need to ensure that the job descriptions and job classifications are up to date with the most current departmental practices; and

WHEREAS, the City Council finds that approving the City of Gonzales job descriptions and job classifications as described herein 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 of the City of Gonzales, Texas approves the proposed changes to the job descriptions and current position classifications for Fiscal Year 2022-2023 as set forth in the attached 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 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

POSITION CLASSIFICATION		
DEPARTMENT	EEO CLASS	FLSA
100-102 Administration		
City Manager	Professional-01	Exempt
Superintendent of Public Works	Officials/Administrative-15	Exempt
Special Project Manager	Officials/Administrative-15	Exempt
Communications Manager	Officials/Administrative-15	Exempt
100-103 Community Development		
Building Official	Officials/Administrative-10	Exempt
Building Inspector	Officials/Administrative-10	Non-exempt
Code Compliance Officer	Administrative Support-15	Non-exempt
100-105 Main Street		
Main Street Manager	Administrative Support-01	Exempt
100-107 Building Maintenance		
Janitor	Service/Maintenance-15	Non-exempt
Maintenance	Skilled Craft-15	Non-exempt
Building Maintenance Superintendent	Skilled Craft-15	Non-exempt
100-108 City Secretary		
Director of Administrative Services/City Secretary	Officials/Administrative-15	Exempt
Administrative Assistant	Administrative Support-15	Non-exempt
100-109 Finance		
Director of Finance	Officials/Administrative-01	Exempt
Accountant I	Administrative Support-01	Non-exempt
Accountant II	Administrative Support-01	Non-exempt
100-201 Parks		
Parks and Recreation Director	Officials/Administrative-15	Exempt
Administrative Assistant	Administrative Support-01	Non-exempt
Crew Leader	Service/Maintenance-15	Non-exempt
Equipment Operator I (6)	Service/Maintenance-15	Non-exempt
Equipment Operator (Seasonal)	Service/Maintenance-15	Non-exempt
100-202 Swimming Pool		
Pool Manager (Seasonal)	Service/Maintenance-15	Non-exempt
Lifeguards-(Seasonal)	Service/Maintenance-15	Non-exempt
Pool Cashier (Seasonal)	Service/Maintenance-15	Non-exempt
100-204 Recreation		
Camp Supervisor (Seasonal)	Service/Maintenance-15	Non-exempt
Camp Instructors(Seasonal)	Service/Maintenance-15	Non-exempt
100-206 Golf		
Golf Course Superintendent	Service/Maintenance-15	Non-exempt
Grounds Keeper	Service/Maintenance-15	Non-exempt
Cashier (Part-time)	Officials/Administrative-01	Non-exempt

POSITION CLASSIFICATION		
DEPARTMENT	EEO CLASS	FLSA
100-301 Fire Department		
Chief (Part-time)	Officials/Administrative-05	Exempt
Battalion Chief (2)	Officials/Administrative-05	Exempt
Captain (3)	Professional-05	Non-exempt
Lieutenant (3)	Professional-05	Non-exempt
Firefighter (6)	Protective Services-05	Non-exempt
Firefighter (Part-time as needed)	Protective Services-05	Non-exempt
Firefighter Trainee	Protective Services-05	Non-exempt
100-501 Police Department		
Chief of Police	Officials/Administrative-04	Exempt
Assistant Chief	Officials/Administrative-04	Exempt
Captain	Professional-04	Exempt (not funded)
Criminal Services Lieutenant	Professional-04	Exempt
Support Services/Admin Lieutenant	Professional-04	Exempt
DEA Task Force Investigator	Technicians-04	Non-exempt
Patrol Sergeant (4)	Technicians-04	Non-exempt
Patrol Officer (12)	Protective Services-04	Non-exempt
Cadet	Protective Services-04	Non-exempt
Telecommunication Sergeant	Administrative Support-15	Non-exempt
Telecommunication Operator (4)	Administrative Support-15	Non-exempt
Telecommunication Operator (Part-time 1)	Administrative Support-15	Non-exempt
Police Records Clerk	Administrative Support-15	Non-exempt
100-504 Animal Control		
Animal Control Officer	Service/Maintenance-15	Non-exempt
100-550 Municipal Court		
Court Clerk	Administrative Support-01	Non-exempt
100-603 Street Department		
Street Director	Officials/Administrative-02	Exempt
Crew Leader/ Equipment Operator II	Skilled Craft-02	Non-exempt
Equipment Operator II (2)	Skilled Craft-02	Non-exempt
Equipment Operator I (3)	Skilled Craft-02	Non-exempt
100-650 Library		
Library Director	Officials/Administrative-15	Exempt
Librarian I (3)	Professionals-15	Non-exempt
Part-Time Librarian Assistant (1)	Professionals-15	Non-exempt
100-660 Museum		
Museum Director	Administrative Support-15	Non-exempt
Museum Worker (Part-time 1)	Administrative Support-15	Non-exempt
203-203 J.B. Wells Park		
Arena Operations Manager	Officials/Administrative-15	Non-exempt
Revenue Collections Clerk	Administrative Support-01	Non-exempt
Crew Leader	Service/Maintenance-15	Non-exempt
Equipment Operator I (4)	Service/Maintenance-15	Non-exempt
Equipment Operator (Seasonal)	Service/Maintenance-15	Non-exempt
210-710 Electric Department		
Electric Director/Liaison	Officials/Administrative-12	Exempt
Lineman I/Meter Reader	Skilled Craft-12	Non-Exempt
Hydro Plant Station Technician (Part-time 1)	Skilled Craft-12	Non-Exempt

POSITION CLASSIFICATION		
DEPARTMENT	EEO CLASS	FLSA
210-750 Revenue Collections		
Revenue Collections Supervisor	Administrative Support-01	Exempt
Revenue Collections Clerk (3)	Administrative Support-01	Non-exempt
220-720 Water Department		
Water Department Director	Officials/Administrative-13	Exempt
Crew Leader	Skilled Craft-13	Non-exempt
Water Operator I (2)	Skilled Craft-13	Non-exempt
Water Operator II	Skilled Craft-13	Non-exempt
230-730 Wastewater Department		
Wastewater Superintendent	Officials/Administrative-13	Exempt
Crew Leader (2)	Skilled Craft-13	Non-exempt
Operator I (3)	Skilled Craft-13	Non-exempt
Operator II (2)	Skilled Craft-13	Non-exempt
240-740 Solid Waste		
Equipment Operator I (2)	Skilled Craft-02	Non-exempt
500-811 Hotel/Motel		
Tourism Director	Professional-01	Exempt
700-700 Economic Development		
Economic Development President/CEO	Officials/Administrative-01	Exempt
Administrative Assistant to President/CEO	Administrative Support-01	Non-exempt

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2022-98 Authorizing
Improvements to the Hydro Electric Dam in an
amount not to exceed \$89,905.00

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On January 9, 2020, the City of Gonzales authorized the execution of an agreement for the Techline INC. to gain access to LCRA's Distribution Services Contract with Techline INC. The City has received a quote from Techline, INC for the HYDRO PROJECT at an estimated cost of \$89,905.00. This includes; Replace Failed Relay in Switchgear, Power System Study: Arc Flash Assessment and Training, Reconditioning Motor Start for AC contactor and Labor.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

Staff budgeted \$61,500.00 in Hydro Capital Account 210-7-710.603 with this amount allocated for this specific project in the 2021-2022 Fiscal Year Budget which was verified with the Finance Director. The remaining balance will come from the fund balance of the Electric Fund and a budget amendment will have to be done at a later date if this work is not completed by the end of the fiscal year.

ATTACHMENTS:

Quote

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022- 98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING IMPROVEMENTS TO THE HYDRO ELECTRIC DAM IN AN AMOUNT NOT TO EXCEED \$89,905.00; 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 \$61,500.00 are currently budgeted for the contracted services for improvements to the Hydro Electric dam in Hydro Capital GL Account 210-7-710.603 in the 2021-2022 Fiscal Year Budget, the remaining balance will come from the fund balance of the Electric Fund and a budget amendment will have to be done at a later date if this project is not completed by the end of the fiscal year; and,

WHEREAS, the total cost of the improvements to the Hydro Electric Dam to replace failed relay in switchgear, power system study: Arc Flash Assessment and training, reconditioning motor start for AC contactor and labor is estimated at \$89,905.00; and,

WHEREAS, the City Council finds that improvements to the Hydro Electric Dam 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 the improvements to the Hydro Electric Dam in an amount not to exceed \$89,905.00.

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 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



TECHLINE, Inc.

9609 Beck Circle ■ Austin, Texas 78758-5401
Phone: (512) 833-5410 ■ Fax: (512) 833-5407

QUOTE

QUOTE DATE	ORDER NO.
08/23/22	1297099-00
P.O. NO.	PAGE #
	1

CUST.#: 1183

SHIP TO:

CITY OF GONZALES
ELECTRIC UTILITY DEPT.
1916 ST. JOSEPH STREET
GONZALES, TX 78629

Please remit all payments to:
Techline, Inc.
P.O. Box 674005
Dallas, TX 75267-4005
Phone: (512) 833-5401

BILL TO:

CITY OF GONZALES
PO BOX 547
GONZALES, TX 78629

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Austin	BEST WAY
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	LABOR CHARGE Labor Charge . Labor charge to replace failed relay in 15kV switchgear: Supply (1) new Eaton EDR Relay: Remove existing, install new, program, perform relay and function test. Price based on customer purchasing Short Circuit and Coordination Study and Arc Flash Assessment or customer providing relay settings.	1	1	EA	14550.00	14550.00
2	Power System Study Study, Power Systems for 15KV Switchgear . Power Systems Studies: Short Circuit, Coordination Study, Arc Flash Assessment 1 Day On-Site Data Collection 4-hour Arc Flash Training	1	1	ea	19500.00	19500.00
3	15KV Medium Breaker 15KV Medium Breaker Class 1 Reconditioning . 15kV, Medium Voltage Breaker Class 1 Reconditioning Assist customer with removal and setting on pallet for shipping Inspect and test breaker upon return Install breaker in switchgear for service and perform function testing Customer is responsible for providing equipment lift device for loading and unloading. Customer is responsible for shipping breaker to PBRC	1	1	each	21535.00	21535.00
4	Motor Starter Motor Start for AC Contactor-Reconditioning	1	1	each	34320.00	34320.00

Continued



TECHLINE, Inc.

9609 Beck Circle ■ Austin, Texas 78758-5401
Phone: (512) 833-5410 ■ Fax: (512) 833-5407

QUOTE

QUOTE DATE	ORDER NO.
08/23/22	1297099-00
P.O. NO.	PAGE #
	2

CUST.#: 1183

SHIP TO:

CITY OF GONZALES
ELECTRIC UTILITY DEPT.
1916 ST. JOSEPH STREET
GONZALES, TX 78629

Please remit all payments to:
Techline, Inc.
P.O. Box 674005
Dallas, TX 75267-4005
Phone: (512) 833-5401

BILL TO:

CITY OF GONZALES
PO BOX 547
GONZALES, TX 78629

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Austin	BEST WAY
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
	Qty, 3 - 4.2kV, Motor Starter AC Contactors Class 1 Reconditioning Customer to remove from service and ship to Power Breaker Reconditioning Center. Upon return EESS will inspect, test, install for service and function test. Customer is responsible for providing equipment lift device for loading and unloading. Customer is responsible for shipping breaker to PBRC					
4	Lines Total	Qty Shipped Total	4		Total Invoice Total	89905.00 89905.00

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-99 Rescheduling the November 10, 2022 Regular City Council Meeting to November 17, 2022

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City Council's regular meetings are scheduled for the second Thursday of each month. However, a Council Member has a scheduling conflict on November 10th, therefore staff is seeking to change the November regular meeting date to November 17th.

POLICY CONSIDERATIONS:

Adopting this resolution will change the November regular city council meeting for the month.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS RESCHEDULING THE NOVEMBER 10, 2022 REGULAR CITY COUNCIL MEETING TO NOVEMBER 17, 2022; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales Charter states in Section 3.09 Meeting of the City Council that the City Council shall hold at least one regular meeting in each month at a time to be fixed by it for such regular meetings; and,

WHEREAS, the City Council would like to reschedule the November 10th City Council meeting to November 17th.

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

Section 1. The City Council of the City of Gonzales, Texas hereby reschedules the November 10, 2022 Regular City Council Meeting to November 17, 2022.

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 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-100 Ratifying the Adoption of the National Management System (NIMS) as the standard for Incident Management

DATE: September 8, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On September 6, 2005 the City adopted the National Management Systems (NIMS) as the standard for incident management. This action was taken by a proclamation by the Mayor. Best practice would be that Council approve the action as a written resolution. Since this action was initially taken in September 2005, a copy of a written resolution to ratify the adoption of NIMS as the standard for incident management is being provided for council's consideration.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Quote

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022- 100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS RATIFYING THE ADOPTION OF THE NATIONAL MANAGEMENT SYSTEM (NIMS) AS THE STANDARD FOR INCIDENT MANAGEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 6, 2005 the City adopted the National Management Systems (NIMS) as the standard for incident management; and

WHEREAS, as best practice a written resolution is being presented to City Council to officially ratify that previous action; and

WHEREAS, on February 23, 2005, the President Issued Homeland Security Presidential Directive (HSPD)-5 that directed the Department of Homeland Security, in cooperation with representatives of federal, state, and local governments, to develop a National Incident Management System (NIMS) to provide a consistent approach to the effective management of situations involving natural disasters, manmade disasters or terrorism; and

WHEREAS, the final NIMS was released on March 1, 2004; and

WHEREAS the NIMS contains a practice model for the accomplishment of the significant responsibilities associated with prevention, preparedness, response, recovery, and mitigation of all major and national hazards situations; and

WHEREAS, the HSPD-5 requires that state and local governments adopt the NIMS by fiscal year 2005 as a pre-condition to the receipt of federal grants, contracts and activities related to the management and preparedness for certain disaster and hazard situations; and

WHEREAS, the City of Gonzales desires to ratify the adoption of the NIMS as required by HSPD-5; and

WHEREAS, the City Council finds that ratifying the adoption of the National Management Systems (NIMS) as the standard for incident management 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 ratifies the adoption of the National Management Systems (NIMS) as the standard for incident management.

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 8th day of September, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



City of Gonzales, Texas

Proclamation

GREETINGS: Know ye all men by these presents, that:

**A PROCLAMATION BY THE CITY OF
GONZALES, TEXAS, ADOPTING THE
NATIONAL INCIDENT MANAGEMENT
SYSTEM (NIMS) AS THE STANDARD FOR
INCIDENT MANAGEMENT.**

WHEREAS, on February 23, 2005, the President issued Homeland Security Presidential Directive (HSPD)-5 that directed the Department of Homeland Security, in cooperation with representatives of federal, state, and local government, to develop a National Incident Management System (NIMS) to provide a consistent approach to the effective management of situations involving natural disaster, manmade disasters or terrorism; and

WHEREAS, the final NIMS was released on March 1, 2004; and

WHEREAS the NIMS contains a practice model for the accomplishment of the significant responsibilities associated with prevention, preparedness, response, recovery, and mitigation of all major and national hazards situations; and

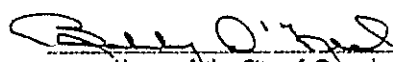
WHEREAS, the HSPD-5 requires that state and local governments adopt the NIMS by fiscal year 2005 as a pre-condition to the receipt of federal grants, contract and activities related to the management and preparedness for certain disaster and hazard situations; and

WHEREAS, the City of Gonzales desires to adopt the NIMS as required by HSPD-5;

NOW, THEREFORE, I, Bobby O'Neal by virtue of the authority vested in me as Mayor of Gonzales, Texas, do hereby proclaim adoption of the National Incident Management System as the standard for incident management.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

Signed this 6TH day of SEPTEMBER, 2005


Mayor of the City of Gonzales

RECEIVED OCT 05 2005

OCT 05 2005