

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –JANUARY 19, 2023 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.

PRESENTATION

Chamber of Commerce Director, Melissa Henderson will provide the Quarterly Report for the Chamber of Commerce and Visitor Center as required by Chapter 351 of the Texas Tax Code

Discussion and possible action regarding city sponsored rezoning for Downtown Mixed Use District (DMU) will be led by Contract Planner Bryce Cox and Zoning Administrator Kristina Vega

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 December 7, 2022 Special Called Meeting, December 8, 2022 Regular Meeting & December 12, 2022 Special Called Meeting

- 1.2 Discuss, Consider & Possible Action on **Resolution #2023-1** Authorizing the Expenditure in an amount not to exceed \$2,010.00 for School Zone Signage and Supplies from the Restricted Use Municipal court Child Safety Fund
- 1.3 Discuss, Consider & Possible Action on **Resolution #2023-2** Authorizing the Use of Independence Square Including the Parking Lot for the Gonzo Graveler cycling event on April 8, 2023
- 1.4 Discuss, Consider & Possible Action on **Resolution #2023-3** Ratifying the Agreement with United States Department of Justice, Drug Enforcement Administration (“DEA”).
- 1.5 Discuss, Consider & Possible Action on **Resolution #2023-4** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League
- 1.6 Discuss, Consider & Possible Action on **Resolution #2023-5** Accepting an offer to purchase additional easement rights and amending the existing transmission line easement agreement with the Lower Colorado River Authority (LCRA) to extend the use of the existing fiber-optic grounding wire for expanded services, and authorizing the City Manager to execute any and all necessary documents to complete the transaction
- 1.7 Discuss, Consider & Possible Action on **Resolution #2023-6** Authorizing the Gonzales Economic Development Corporation to transfer certain Type B Sales Tax Funds to First National Bank of Gonzales
- 1.8 Discuss, Consider & Possible Action on **Resolution #2023-7** Approving an Agreement between the Gonzales Economic Development Corporation and the Gonzales Chamber of Commerce and Agriculture, A Texas Non-Corporation, Concerning Funding for Static Billboard Advertisement
- 1.9 Discuss, Consider & Possible Action on **Resolution #2023-8** Approving a Change Order by and Between the Gonzales Economic Development Corporation and Doucet & Associates, Inc., Concerning the 2521 Harwood Road Project
- 1.10 Discuss, Consider & Possible Action on **Resolution #2023-9** Approving a Professional Services Agreement to Provide Consulting and Related Services by and Between the Gonzales Economic Development Corporation and the Retail Strategies, LLC
- 1.11 Discuss, Consider & Possible Action on **Resolution #2023-10** Rejecting the Proposals received for Administration Professional Services for the CDBG-MIT Resilient Communities Program grant, and authorizing City Staff to readvertise
- 1.12 Discuss, Consider & Possible Action on **Resolution #2023-11** Rejecting the Proposals Received for Administration Professional Services for the CDBG-MIT MOD Grant and authorizing Staff to readvertise
- 1.13 Discuss, Consider & Possible Action on **Resolution #2023-12** Authorizing the City Manager to Submit a Preliminary Application and Associated Documents to Texas

Department of Transportation (TXDOT) for the Transportation Alternatives Grant for the Construction of a Pedestrian Trail along Church Street

- 1.14 Discuss, Consider & Possible Action on **Ordinance #2023-1** Ordering a General Municipal Election to be Held on May 6, 2023, for the Purpose of Electing an Individual to the Office of Council Member District 3 and Council Member District 4

RESOLUTIONS

- 2.1 Discuss, Consider & Possible Action on **Resolution #2023-13** Authorizing the Appointment of two Council Members to the Golden Crescent Regional Planning Commission for terms ending August 31, 2023
- 2.2 Discuss, Consider & Possible Action on **Resolution #2023-14** Authorizing the City Manager to Execute an amendment to the previously approved Agreement with Gonzales Dog Adoptions, increasing the dollar amount of funding from \$27,600.00 to \$41,857.64
- 2.3 Discuss, Consider & Possible Action on **Resolution #2023-15** Authorizing the City Manager to Execute the Contract for the installation of the City's Trojan 3000 Plus UV disinfection system to ACP, Ltd.
- 2.4 Discuss, Consider & Possible Action on **Resolution #2023-16** Authorizing and Approving the Gonzales Economic Development Corporation, A Type B Economic Development Corporation and a Texas Non-Profit Corporation, to execute a Real Estate Sales Contract and any and all documents necessary to sell and convey Block 33, Lot Pt 2, Gonzales Blocks Addition, an addition to the City of Gonzales, Gonzales County, Texas, and Generally Located at 510 Saint Paul Street, Gonzales, Texas

ORDINANCE

- 3.1 Discuss, Consider & Possible Action on **Ordinance #2023-2** Amending the City of Gonzales Master Rate and Fee Schedule; adding admission rates for the museum for school trips and children under five years of age; and removing wording for waste disposal fees for clarification

STAFF/BOARD REPORTS

- 4.1 Finance Director will provide feedback on any questions regarding:
 - Financial Reports for funds as of December 31, 2022
- 4.2 City Manager, Tim Crow will update the City Council on the following:
 - Timeline on Capital Improvement and Departmental Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

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) Economic Development Corporation Administrative Service Agreement

RETURN TO OPEN SESSION

- 6.1 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 January 19, 2023, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 11th day of January, 2023 at 5:00 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 _____, 2023 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

Discussion and possible action regarding City Sponsored rezoning for Downtown Mixed Use District (DMU) will be led by Contract Planner Bryce Cox and Zoning Administrator Kristina Vega

DATE: January 19, 2023

TYPE AGENDA ITEM:

Presentation

BACKGROUND:

In February 2021 the City Council adopted an updated zoning ordinance. The updated zoning ordinance included a new zoning district for the downtown area called created the Downtown Mixed-Use District (DMU). This district was created to provide opportunities for the use of substantial land areas and buildings within the city and downtown area that have unique qualities associated with the history and culture of the area and its people. Reduced setbacks and parking requirements are provided as part of this district due to physical constraints and to preserve the look and feel of the downtown area. Preservation of existing buildings is encouraged to promote the history and culture of the community. The DMU district has zero front, side and rear setbacks and allows 100% maximum impervious area coverage. The new district also has reduced parking requirements to take advantage of public parking lots and on-street parking. Landscaping requirements have also been reduced or eliminated to continue the look and feel of downtown without creating barriers that would contrary to the existing character.

The current zoning designation for most of the downtown area is C-1 Light Commercial. C-1 requires a minimum 10-foot front yard setback, zero setbacks on the side yards and rear yard, and has a maximum impervious area of 75%. It also requires a minimum lot width of 60 feet and a minimum lot depth of 100 feet. Most of the existing downtown area structures and development were built over time with different setbacks and lot dimensional requirements and are not in compliance with the C-1 zoning regulations. This noncompliance could lead to issues if a property owner wants to add-on, remodel, or if there is a need to rebuild due to damage from a fire or other disaster.

Since the adoption of the new DMU district, there have been a few properties that have requested and been rezoned to DMU. City Staff feels that most of the commercially used properties in the downtown area would greatly benefit from rezoning to DMU. To help kick start the use of this district and continue to encourage the preservation of existing buildings, renovation, and revitalization of downtown, Staff would like to provide an opportunity to property owners of downtown commercially used property to voluntarily rezone to DMU free of charge. This effort would be most efficiently accomplished by a city sponsored rezoning of downtown commercial properties who volunteer to be rezoned. With this rezoning effort we would only look to include properties where the property owner has volunteered and consented to the rezoning and would

exclude all properties where the owner has not directly requested to be included. Additionally, we are looking to keep the scope narrow to only those properties that are currently used for commercial business in the core of downtown. A map of the eligible properties for the city sponsored rezoning has been included with this item. This map is not intended to define the limits of the DMU district but serves to identify those properties that can generally be considered as part of the core of downtown based on both their current use and how they have been developed. Properties adjacent to the downtown core boundary are located in the downtown fringe and rezoning to DMU should be considered on a case-by-case basis.

Any property owner who does not wish to participate at this time may always request to rezone their property in the future by submitting a rezoning application and paying the associated fee.

POLICY CONSIDERATIONS:

Staff is seeking input and direction on from City Council on this proposal.

FISCAL IMPACT:

The fiscal impact on the city will be provided during the presentation at the meeting.

ATTACHMENTS:

Downtown Mixed-Use Flyer

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this proposal.



**City-Sponsored Rezoning to
Downtown Mixed Use District –
Eligibility Map**

**CITY OF GONZALES, TEXAS
CALLED CITY COUNCIL MEETING
MINUTES –DECEMBER 7, 2022**

The Called Meeting of the City Council was held on **December 7, 2022** at 5:05 p.m. at the Robert L. Brothers, Jr. Memorial Library, 301 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 Koepf	Council Member, District 2-Mayor Pro Tem	Present
Bobby O'Neal	Council Member, District 3	Present
Ronda Miller	Council Member District 4	Present

HEARING OF RESIDENTS

David Dement spoke in favor of Tim Crow as City Manager.

PUBLIC MEET AND GREET OF THE CITY MANAGER FINALISTS

The Public and Council engaged in a public meet and greet with the three City Manager Finalists: Jessica Carpenter, Robert Eads and Tim Crow.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 5:41 p.m.

- 1.1 (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) Discussion and Interviews for the top finalist for the City Manager position

RETURN TO OPEN SESSION

The Council convened into open session at 8:57 p.m.

- 2.1 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.

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Koepp, the meeting was adjourned at 8:59 p.m.

Approved this 19th day of January, 2023.

S.H. Sucher, Mayor

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES –DECEMBER 8, 2022**

The regular meeting of the City Council was held on **December 8, 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	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 Crow-Interim City Manager, Kristina Vega-City Secretary, Alexis Cerda-Administrative Assistant to the Economic Development Director, Laura Zella-Finance Director, Erica Leopold-Administrative Assistant & Gayle Autry-Interim Police Chief.

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events- None
- Announcements and recognitions by the Interim City Manager- None
- Announcements and recognitions by the Mayor- Mayor Sucher acknowledged volunteer Members of the community and City staff for jobs well done for Winterfest
- Recognitions of actions by community volunteers-None

HEARING OF RESIDENTS

Dr. Koerner requested and spoke in favor of an increase in funding to the Gonzales Dog Adoptions contract that was previously approved.

Thomas Enriquez commended the Parks Department on the appearance of the parks, and in favor of creating a Tejano Mural within the City to recognize the Texian Army and their history for the City of Gonzales

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 November 17, 2022 Regular Meeting

- 1.2 Discuss, Consider & Possible Action on **Resolution #2022-139** Approving a Grazing Lease between the Gonzales Economic Development Corporation and Bobby Tomas for property located at 2521 Harwood Road
- 1.3 Discuss, Consider & Possible Action on **Resolution #2022-140** Renewing the Gonzales Economic Development Corporations membership to the Texas ED Connection
- 1.4 Discuss, Consider & Possible Action on **Resolution #2022-141** Rejecting the Proposals received for the 2022 Street Improvement Projects

ACTION: Items 1.1 through 1.4

APPROVED

Council Member O’Neal moved to approve the consent agenda items 1.1 through 1.4. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 6:07 p.m.

CLOSED SESSION

- 4.1 (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) Existing and future water rights and sources

RETURN TO OPEN SESSION

The Council convened into open session at 6:51 p.m.

No action was taken.

ORDINANCES

- 2.1 Discuss, Consider & Possible Action on **Ordinance #2022-23** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2022 and Ending September 30, 2023 for Gonzales Economic Development Fund for \$325,000.00 in Expenses

ACTION: Items 2.1

APPROVED

Council Member Koepp moved to approve **Ordinance #2022-23** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2022 and Ending September 30, 2023 for Gonzales Economic Development Fund for \$325,000.00 in Expenses. Council Member O’Neal seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.2 Discuss, Consider & Possible Action on **Ordinance #2022-24** Amending Section 13.207 Meters (d) Tampering With of the City of Gonzales Code of Ordinances

ACTION: Items 2.2

APPROVED

Council Member Kridler moved to approve **Ordinance #2022-24** Amending Section 13.207 Meters (d) Tampering With of the City of Gonzales Code of Ordinances. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

STAFF/BOARD REPORTS

- 3.1 Finance Director provided the Financial Reports for funds as of November 30, 2022.

No questions were asked regarding the report.

- 3.2 Interim City Manager, Tim Crow updated the City Council on the following:
- Timeline on Capital Improvement Projects and Departmental Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 7:02 p.m.

CLOSED SESSION

- 4.1 (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.

B) Discussion on the structuring of the search process to fill the City Manager vacancy

RETURN TO OPEN SESSION

The Council convened into open session at 8:15 p.m.

- 5.1 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 to extend the offer to appoint Tim Crow as City Manager for the City of Gonzales. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Council Members for items on a future City Council agenda

Mayor Sucher asked that there be a future agenda item to form a Beautification Board

- Announcements by Mayor and Council Members
- City and community events attended and to be attended
- Continuing education events attended and to be attended

No requests or announcements were made.

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Koepp, the meeting was adjourned at 8:17 p.m.

Approved this 19th day of January, 2023.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CALLED CITY COUNCIL MEETING
MINUTES –DECEMBER 12, 2022**

The Called Meeting of the City Council was held on **December 12, 2022** at 5:30 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 5:30 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-Mayor Pro Tem	Present
Bobby O'Neal	Council Member, District 3	Present
Ronda Miller	Council Member District 4	Absent

STAFF PARTICIPATING

Tim Crow- City Manager, Kristina Vega-City Secretary, Gayle Autry-Interim Police Chief

HEARING OF RESIDENTS

No comments were made.

CLOSED SESSION:

- 1.1 (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) Terms and Conditions of City Manager Contract

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 5:32 p.m.

RETURN TO OPEN SESSION

The Council convened into open session at 6:15 p.m.

- 2.1 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 Koepp moved to authorize the Mayor to execute the agreement for the employment contract for City Manager with Tim Crow. Council member O'Neal seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 4 to 0.

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Kridler, the meeting was adjourned at 6:16 p.m.

Approved this 19th day of January, 2023.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-1 Authorizing the Expenditure in an amount not to exceed \$2,010.00 for School Zone Signage and supplies from the Restricted Use Municipal Court Child Safety Fund

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Municipal Court has four restricted use funds that are managed by the municipal court and city secretary. When fines and court costs are received a small percentage of the funds are allotted to those restricted use funds by state requirements.

Local Government Code states in section 106.003 that additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention is permitted.

Staff is constantly having to do repairs to the school zone lights and purchase supplies for the school zone crossings and would like approval to expend the funds from the Child Safety Fund to cover the costs for the repairs and supplies. The total cost of the repair is not to exceed \$2,010.00.

POLICY CONSIDERATIONS:

This item is being presented to council for their approval and to ensure transparency for the use of these funds.

FISCAL IMPACT:

This request will not affect the general fund or the current year's budget. The funds that will be used will be from the Municipal Court Child Safety Fund.

ATTACHMENTS:

Proposal from Tiger Traffic

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$2,010.00 FOR SCHOOL ZONE SIGNAGE AND SUPPLIES FROM THE RESTRICTED USE MUNICIPAL COURT CHILD SAFETY FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Municipal Court has four restricted use funds that are managed by the municipal court and city secretary; and,

WHEREAS, the Child Safety Fund is a restricted fund governed by Local Government Code Section 106.003 wherein it states that additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention are permitted; and

WHEREAS, city staff repaired school zone lights and is seeking reimbursement from the Child Safety Fund in the amount not to exceed \$2,010.00; and,

WHEREAS, the City Council hereby finds that authorizing the use of funding from the Child Safety Fund to provide maintenance and repair to the school zone signs is an authorized use under the Local Government Code and would be in the best interest 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 expenditure in an amount not to exceed \$2,010.00 for the repair of school zone lights and to purchase supplies for the school zone crossings from the restricted use Municipal Court Child Safety Fund.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Quotation

5907 CLINTON DR
HOUSTON, TX 77020
713-676-0600 Fax 713-676-1077

QUOTE DATE	QUOTE NUMBER
01/03/23	S1654286
ORDER TO: TIGER TRAFFIC 5907 CLINTON DR HOUSTON, TX 77020 713-676-0600 Fax 713-676-1077	PAGE NO. 1

QUOTE TO:
CITY OF GONZALES
1916 N. SAINT JOSEPH ST.
GONZALES, TX 78629

SHIP TO:
CITY OF GONZALES
1916 N. SAINT JOSEPH ST.
GONZALES, TX 78629

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
32542			JOHN CLAY
WRITER	SHIP VIA	TERMS	FREIGHT ALLOWED
JOHN CLAY	N		No
ORDER QTY	DESCRIPTION	Unit Price	Net
2ea	WE-MFG 120VAC FLASHER PANEL	550.000/ea	1100.00
2ea	PELCO SH-0206-4-PNC SIGN CLAMP , U-BOLT ,4?? (4-1/2?) OD PIPE SET OF 2 ALUM	25.000/ea	50.00
2ea	ELTEC 861535 TC-18 SCALABLE TIME CLOCK 12 VDC/120VAC 1 RELAY WITH 2' CABLE HARNESS INCLUDED	430.000/ea	860.00
TAXES NOT INCLUDED			
Subtotal			2010.00
Amount Due			2010.00

This is a Quotation.

Prices are firm for 30 days, subject to change without notice after 30 days.
Applicable taxes extra.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-2 Authorizing the Use of Independence Square Including the Parking Lot for the Gonzo Graveler cycling event on April 8, 2023

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The event requestor has done gravel road cycling events similar to this in several communities around Central Texas for the past 6 years, including the City of Gonzales in 2022. The proposed event will anticipate approximately 200 participants. The participants are encouraged to patronize local hotels, gas stations, and other businesses while in the area.

They intend on having 3 distances of riders start together from Independence Square, and the group will be assembled in the parking lot of the square. All distances would begin together at 9:00 a.m. travelling about 10 mph, leaving the square and follow the outlined route to get across Hwy 90. Once across 90, riders would select their own pace and ride their chosen distance route on the gravel roads to the north and east of Gonzales. Riders typically return in small groups of 1-5 riders, not in large groups. All riders are instructed to obey all traffic laws once released from the group roll-out.

As part of registration, riders would be provided one food and one drink ticket to redeem at the conclusion of their ride. The event organizer Brett Kinsey would like to work with a Gonzales community group such as FFA, 4H, or the High School culinary group for food as a fundraiser. Typically, they offer a single beer, non-alcoholic beer, or soda as the drink redeemed for the drink ticket.

They would like to set up 2 10'x10' canopies on Independence Square with a small PA system for music and announcements at 7:00 a.m. No additional structures are needed. Riders typically begin arriving at 7:30 a.m. for packet pick-up. The event organizer can work with the city to provide riders with parking diagrams to ensure participants only park in allotted areas, so that normal business is not negatively impacted. They can work with the Gonzales City Police to determine a suitable finish line location on St Lawrence St. They ask all riders to pick the appropriate distance to return by 2:30 p.m., and all event materials can be packed away by 3:30 p.m. The event organizer will provide a recycling bin for aluminum cans, and would like to utilize trash cans in the square to ensure the area is clean on departure.

POLICY CONSIDERATIONS:

This is consistent with current procedures for the use of City owned property.

FISCAL IMPACT:

The fiscal impact to the city would be the labor cost for city staff to pick up the trash the Monday after the event concludes; however, the event organizer would be providing their own recycle receptacles which would drastically reduce any additional waste from the event. They would be providing their own cones as necessary to block off any of the parking lot.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE USE OF INDEPENDENCE SQUARE INCLUDING THE PARKING LOT FOR THE GONZO GRAVELER CYCLING EVENT ON APRIL 8, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Capital City Racing would like the use of Independence Square including the parking lot for the Gonzo Graveler cycling event; and,

WHEREAS, the event will be held from 9:00 a.m. until 2:30 p.m. on April 8, 2023 and will have an approximate attendance of 200 people; and,

WHEREAS, arrival and set up for the event will be 7:00 a.m. on Saturday, April 8, 2023 with take down at 3:30 p.m. after the event concludes; and

WHEREAS, the City Council hereby finds that said events increase the community spirit of the City of Gonzales, and therefore serve 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, Texas hereby authorizes the use of Independence Square including the parking lot for the Gonzo Graveler cycling event on April 8, 2023 as stated herein and set forth in the submitted Event form 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 19th day of January, 2023.

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	Gonzo Graveler _____					
HOST ORGANIZATION	Capital City Racing _____					
CONTACT NAME	Brett Kinsey _____					
CONTACT CELL PHONE	 _____					
EVENT DATE	April 8, 2023 _____					
EVENT START TIME ____ 9:00 m _____		EVENT END TIME ____ 2:30pm _____				
EVENT LOCATION	Independence Square	_____				
HOLIDAY CELEBRATED		Y ____ N ____ x ____	HOLIDAY: _____			
CITY COUNCIL APPROVAL REQUIRED		Y ____ N ____	MEETING DATE: _____			
	POLICE/FIRE/EMS DEPARTMENT					
ATTENDANCE ESTIMATE		____ 200 _____				

MUSIC		Y__x__ N__	LIVE				
FOOD		Y__x__ N__					
ALCOHOL		Y__x__ N__	RESPONSIBLE PARTY _____				
MOTORIZED VEHICLES		Y_____ N_x__	PARADE_____ SHOW_____				
PUBLIC OR PRIVATE EVENT		___Public_____					
SECURITY		Y_____ N_x__	NEEDED_(Call 672-8686 for _____)				

ELECTRIC DEPARTMENT						
ADDITIONAL LIGHTING		Y_____ N_x__				
NUMBER OF OUTLETS NEEDED		___0_____				
AMPS/WATTS NEEDED		_____				
TENT	Y__x__ N__	SET UP DAY/TIME		___7:00am_____		
TENT SIZE:	10'x10'	___ TAKE DOWN DAY/TIME		___2:30pm_____		
STREETS DEPARTMENT						
STREETS AFFECTED		Y__x__ N__	___Temporary-during rollout_____			
BARRICADES NEEDED (max 12)		Y_____ N_x__	_____			
CONES NEEDED (max 48)		Y_____ N_x__	_____			

STREETS TO BE CLOSED		Y ____ N _x ____						
	SET UP TIME	____ 7am _____						
	TAKE DOWN TIME	____ 2:30pm _____						
	COMMUNITY SERVICES DEPARTMENT		(Contingent upon availability)					
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		_____			(max 25)			
	SET UP TIME	_____						
	TAKE DOWN TIME	_____						
FOR INFORMATION CONTACT		Kristina Vega, CITY SECRETARY						
(830) 672-2815- City Hall		citysecretary@gonzales.texas.gov						

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.

(830) 672-2813- Fax							

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:

Type Amount

Comprehensive General Liability including, \$250,000 per person
but not limited to: \$500,000 per occurrence for bodily injury; and • Premises/Operations \$100,000 per occurrence
for property damage • Contractual Liability
(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.

_Brett Kinsey_____

AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-3 Ratifying the Agreement with United States Department of Justice, Drug Enforcement Administration ("DEA").

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

After reviewing the Program Funded State and Local Task Force Agreement, City Staff is requesting to approve and ratify the Executed Agreement attached as Exhibit A on behalf of the City with the DEA.

POLICY CONSIDERATIONS:

This Resolution will ratify the current version of the Program Funded State and Local Task Force Agreement.

FISCAL IMPACT:

During the period of assignment to the San Antonio Task Force, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payment. Annual overtime for each State or Local Law Enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the General Pay Scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, RATIFYING THE AGREEMENT WITH UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (“DEA”); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales (“City”) has found there is evidence of trafficking in narcotics and dangerous drugs exists in the San Antonio, Texas area extending to the Gonzales, Texas area and that such illegal activity has a substantial and detrimental effect on the general health and welfare of the people of the community and the City; and,

WHEREAS, the DEA has requested the City and the Gonzales Police Department participate in the San Antonio Task Force to address the narcotic and drug issues in the community and the City; and,

WHEREAS, the City believes it is beneficial for the City to detail one police officer to the Task Force to address the drug and narcotics problems in the community and the City to accomplish its objectives; and,

WHEREAS, the agreement attached as Exhibit A, is the agreement that the City entered into with the DEA.

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

Section 1. The City agrees and supports the agreement with the DEA to detail one police officer to the San Antonio Task Force and hereby approves and ratifies the executed Agreement attached as Exhibit A on behalf of the City with the DEA.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**PROGRAM FUNDED
STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1st day of October 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Gonzales Police Department (hereinafter "parent agency"), ORI Number TX0890100. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the San Antonio, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The San Antonio Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the San Antonio, Texas area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the San Antonio Task Force, the parent agency agrees to detail one experienced officer(s) to the San Antonio Task Force for a period of not less than two years. During this period of assignment, the assigned parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the San Antonio Task Force, DEA will assign 30 Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officer(s). DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officer(s) to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the San Antonio Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is sooner.

10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The parent agency agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.


13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Daniel C. Comeaux
Special Agent in Charge

Date: 12-14-2022

For the Gonzales Police Department:



Timothy L. Crow
Chief of Police

Date: 12/09/2022

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-4 Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has provided the baseball and softball fields for Gonzales Little League for many years at no cost. In 2021 the City and the Gonzales Little League entered into their first agreement for the use of the facilities, and has since executed an agreement annually. City staff is requesting City Council approve the agreement again with minor amendments.

City staff has met with the Gonzales Little League Board and reviewed the Agreement together and all parties understand that 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:

Water will be provided to the Facility at the City's expense up to 30,000 gallons per month, with any amounts in excess being billed to the Gonzales Little League, and electricity shall be metered beginning January 23, 2023 to July 31, 2023 (or when notified that the season is over) and will be billed at the end of the season for the use of the electricity. If the Little League makes improvements to the facilities in the amount of \$2,000 and paid invoices are submitted, the electric fees will be waived.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-4

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

WHEREAS, the City of Gonzales desire to execute a facility license agreement for the use of the baseball, softball and T-ball fields at the Independence 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 and water provided at the facilities at no charge to the Gonzales Little League; and

WHEREAS, within the license agreement the Gonzales Little League is responsible for the metered amount of electricity from January 23rd – July 31, 2023, or at the end of the season if earlier and the City is notified; and

WHEREAS, if the Little League makes improvements to the facilities in the amount of \$2,000 and paid invoices are submitted, the electric fees will be waived; and

WHEREAS, water will be provided to the facility at the City's expense up to 30,000 gallons per month, with any amounts in excess being billed to the Gonzales Little League; and

WHEREAS, the agreement will be for five months beginning January 19, 2023, through July 31, 2023, for Little League; and

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with Gonzales Little League is in the best interest 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 hereby approves the License Agreement with Gonzales Little League attached hereto as Exhibit A and authorizes the execution of said Agreement by the City Manager.

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 19th day of January, 2023.

Mayor, S.H. Steve Sucher

ATTEST:

Kristina Vega, City Secretary

LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the City of Gonzales, a Texas Municipal Corporation, and political subdivision, ("City") acting by and through its City Manager, and Gonzales Little League, ("Little League"), acting by and through its President;

WITNESSETH:

WHEREAS, League provides athletic opportunities for the youth of the City of Gonzales through the promotion and operation of youth baseball and softball programs; and

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

WHEREAS, the City has developed a baseball/softball facility (the "Facility") to promote the health, safety, morals and or general welfare of the residents of the City; and

WHEREAS, League has requested the use of the Facility for its youth baseball and softball programs and the City has developed a facility use methodology so that the Facility is also available to the general 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 insure 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 LITTLE LEAGUE and the observance of the terms and conditions set forth below, hereby grants permission to the LITTLE LEAGUE to enter upon and use all ball

fields and related facilities at Gonzales City Softball/Baseball Fields in Independence Park.

ARTICLE 2.

USE

- 2.1 The premises shall be occupied and used by the LITTLE LEAGUE only for recreational purposes. LITTLE 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 the LITTLE 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 LITTLE LEAGUE agrees to provide CITY a schedule of its activities.
- 2.3 LITTLE 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 LITTLE LEAGUE is called to any such violation, LITTLE 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 LITTLE LEAGUE with written notice of such rules.
- 2.5 The City hereby grants the LITTLE LEAGUE a non-exclusive license to use the baseball/softball/T-ball fields to hold and conduct baseball and softball games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the baseball/softball/T-ball 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 January 23, 2023 through July 31, 2023 unless early terminated in accordance with this agreement. Little 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 LITTLE 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. LITTLE LEAGUE's taking possession of the premises shall be conclusive evidence of LITTLE LEAGUE's acceptance thereof in good order and satisfactory condition, and LITTLE LEAGUE hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.
- 4.2 LITTLE 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 LITTLE 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 LITTLE 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 LITTLE 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 LITTLE 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 LITTLE 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 LITTLE LEAGUE shall, 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 inspect the premises for cleanliness and sanitary conditions at any and all times, and the LITTLE LEAGUE hereby agrees to promptly correct any deficiencies in maintenance of which it is notified in writing by the City Manager.
- 6.3 The LITTLE LEAGUE shall promptly repair any damage to the premises caused by the use of the premises by the LITTLE LEAGUE or those persons under its control, including replacing any equipment, fixtures and lights. The LITTLE 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 LITTLE 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 LITTLE LEAGUE will drag and mark all of the fields.
- 6.6 Water shall be provided to the Facility at City's expense. The CITY will enforce a cap of 30,000 gallons of water per month for all meters combined for LITTLE LEAGUE to use at no charge.
- 6.7 The CITY will provide trash containers in order for the LITTLE LEAGUE to maintain the area in a clean manner. The LITTLE LEAGUE shall pick up all trash and properly dispose of it in the trash containers. The CITY will haul off the trash each morning.
- 6.8 The CITY will perform an initial cleaning and stocking of all restroom facilities, perform a full dragging, tilling, and marking of fields, and make any necessary repairs prior to Opening Day. LITTLE LEAGUE shall be responsible for maintaining and stocking the facilities during the season.
- 6.9 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.
- 6.10 The CITY will allow the LITTLE LEAGUE to use the sound system for opening day and any special tournaments held.

- 6.11 The LITTLE LEAGUE will provide labor and materials to chalk or paint field and baselines after opening day.

ARTICLE 7.

CONCESSION

- 7.1 The LITTLE LEAGUE shall have the right to operate a concession for the sale of food, beverages, and similar consumable items. No fee for the right to operate said concession stand may be payable to CITY; provided, however, that all profits generated thereby shall be applied to the operation of the LITTLE LEAGUE and to maintenance and improvements to the premises. The LITTLE LEAGUE shall obtain and maintain, at its sole cost and expense, all permits, or licenses required for its concession operations hereunder to include the Health Inspection for concessions.
- 7.2 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 LITTLE LEAGUE events shall be free and open to the public.
- 8.2 LITTLE LEAGUE will be responsible for the metered amount of electricity from January 23 -July 31, 2023 or at the end of the season if earlier and the City is notified. The LITTLE LEAGUE will then be billed for metered amount and will be due by August 18, 2023.
- 8.3 LITTLE LEAGUE is responsible for the maintenance of grass and baseball field dirt to field three. If the LITTLE LEAGUE makes improvements to the facilities in the amount of \$2,000 and invoices are submitted, the electric fees will be waived.

ARTICLE 9.

Compliance with Applicable Laws.

- 9.1 LITTLE 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 LITTLE 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 LITTLE 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 LITTLE LEAGUE, or by reason of such LITTLE LEAGUE's misconduct or any breach, violation or non-performance of any covenant hereof or in any permit; and the LITTLE 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 LITTLE 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 LITTLE 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 either LITTLE 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 LITTLE 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. LITTLE 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 LITTLE 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 with the exception of advertising signage located on the press box, concession building, official scoreboard and outfield fences secured by LITTLE 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 LITTLE 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 LITTLE 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 LITTLE LEAGUE the pro-rata cost of any improvements, approved, and authorized by the City, made on the premises by the LITTLE LEAGUE. Such payment shall be made within ninety (90) days from the date of cancellation. Additionally, any breach or violation by LITTLE LEAGUE of the provisions contained in this agreement which is not cured following ten (10) days written notice thereof to LITTLE 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 or not stated herein. No waiver by CITY of a breach or violation on the part of the LITTLE 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 (SCHOOL, BASEBALL AND SOFTBALL LEAGUES)

13.1 The LITTLE LEAGUE shall inform the City Manager in writing of the current officers of the LITTLE LEAGUE and promptly advise said City Manager in writing of any changes therein. On each and every anniversary of this agreement and thirty (30) days following termination of this agreement, LITTLE LEAGUE will furnish to the City Manager a report including the following information:

- a) Financial Statement for overall operations of the Gonzales Little League.
- b) Number of volunteers, participants in leagues, teams and ages, a roster of all teams participating in the LITTLE LEAGUE, to include the zip codes of participants.
- c) Certificate of Insurance (*for the season*).
- d) Names, and phone numbers for the executive board, and zip codes of all officers and board or committee members, designating a point of contact and two alternate points of contact.
- e) LITTLE LEAGUE shall submit to the City Manager on or before the seventh (7th) day before the season begins the following information:
- f) A list of all LITTLE LEAGUE's scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events. Events scheduled after the start of the season or changes to the approved LITTLE LEAGUE schedule must be submitted to and approved by the City Manager no later than seven (7) days prior to the event.
- g) The LITTLE LEAGUE'S current bylaws and a current certificate of non-profit status as well as proof of completed background checks on each coach and volunteer in the league, as required by Little League International. A copy of the Gonzales Little League Charter and Constitution or a certificate of good standing from Little League International for the Gonzales Little League Chapter may be submitted in lieu of bylaws and non-profit status;
- h) Proof of insurance in the amounts and type required in this agreement.

ARTICLE 14. **ASSIGNMENT**

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

ARTICLE 15.
CONDEMNATION

- 15.1 It is agreed and understood that in the event that 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. LITTLE 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 LITTLE LEAGUE hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the LITTLE LEAGUE hereto its reasonable attorney's fees. The LITTLE 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 subsequent to the date hereof and duly executed and agreed to by the parties hereto.

ARTICLE 19.
NONDISCRIMINATION

19.1 LITTLE 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 LITTLE LEAGUE acknowledges is prohibited.

[Signature Page Follows]

EXECUTED THE _____ DAY OF _____, 2023,

LITTLE LEAGUE:

CITY:

BY: _____
Gonzales Little
League President

BY: _____
City Manager

BY: _____
Parks and Recreation Director

ATTEST:

City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: January 19, 2023

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-5 Accepting an offer to purchase additional easement rights and amending the existing transmission line easement agreement with the Lower Colorado River Authority (LCRA) to extend the use of the existing fiber-optic grounding wire for expanded services, and authorizing the City Manager to execute any and all necessary documents to complete the transaction

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On February 23, 1926 the City of Gonzales entered into an Easement and Right of Way agreement with Central Power & Light Company, its successors and assigns, for the purpose of building and constructing high power electric transmission lines extending from the City of Gonzales to the town of Harwood and thence to the City of Luling. The lines would be run, operated, and maintained over, across, upon and through the real estate owned by the City of Gonzales. The current easement stretches across approximately fifty (50) acres located on the North Avenue.

On December 13, 2022 the City was approached by LCRA who now owns the rights to the easement, to execute an amendment to the existing easement to purchase additional easement rights and amend the existing transmission line easement agreement with the Lower Colorado River Authority (LCRA) to extend the use of the existing fiber-optic grounding wire for expanded services.

Based on the initial offer compensation summary, LCRA has offered to purchase the additional easement rights in the amount of \$4,489.74, which includes an incentive payment of thirty-five percent over the compensation value.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

This will increase the Electric Fund revenues by \$4,489.74 unexpectedly.

ATTACHMENTS:

Letter from LCRA dated December 13, 2022
Amendment to Easement presented by LCRA

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING AN OFFER TO PURCHASE ADDITIONAL EASEMENT RIGHTS AND AMENDING THE EXISTING TRANSMISSION LINE EASEMENT AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA) TO EXTEND THE USE OF THE EXISTING FIBER-OPTIC GROUNDING WIRE FOR EXPANDED SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS TO COMPLETE THE TRANSACTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on February 23, 1926 the City of Gonzales entered into an Easement and Right of Way agreement with Central Power & Light Company; and,

WHEREAS, the easement currently stretches across approximately 125.833 acres of land, more or less, being out of the Green Dewitt Survey, Abstract No. 15; and,

WHEREAS, LCRA is now the owner of the easement and wishes to execute an amendment to the existing easement offer to purchase additional easement rights and amending the existing transmission line easement agreement with the Lower Colorado River Authority (LCRA) to extend the use of the existing fiber-optic grounding wire for expanded services; and,

WHEREAS, LCRA has offered to purchase the additional easement rights for \$4,489.74, which includes an incentive payment of thirty-five percent over the compensation value, and,

WHEREAS, the City Council deems it in the best interest of the City of Gonzales to accept the offer to purchase the additional easement rights from LCRA for an existing transmission line.

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 accepts an offer to purchase additional easement rights and amending the existing transmission line easement agreement with the Lower Colorado River Authority (LCRA) to extend the use of the existing fiber-optic grounding wire for expanded services, and authorizes the City Manager to execute any and all necessary documents to complete the transaction in substantially the same form as the agreement attached 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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



December 13, 2022

City of Gonzales
PO Box 547
Gonzales, TX 78629-0547

RE: Facilitating communications and broadband services on LCRA Transmission Services Corporation's 69-kV Elroy to Wolf Lane Line, T-542, Tax ID 370

Dear Landowner(s):

The Lower Colorado River Authority (LCRA) is expanding the use of the existing fiber-optic grounding wire located on the electrical transmission line listed above. This expanded use will allow for additional data to be sent over the existing fiber optic grounding wire, benefiting Texas residents, businesses, municipalities, and educational institutions.

As part of this effort to facilitate communications and broadband services on the electric transmission line that crosses your property in Gonzales County, LCRA Transmission Services Corporation (LCRA TSC) is seeking to amend the existing transmission line easement agreement related to your property. The amendment is intended to give us the right to use the existing fiber-optic grounding wire for this expanded purpose.

This technology already exists on the transmission line located on your property and no additional work or access is needed at this time. Likewise, neither the appearance nor size of equipment on your property will change as part of the current project.

In making a determination of the value of the easement rights to be acquired, a compensation summary is provided. Based on the enclosed compensation summary, the value of the easement rights is \$4,489.74. Because there will be no visual change to the existing transmission line, **the amount offered does not include damages to the remainder, if any, to your remaining property**

At this time, LCRA TSC offers to purchase the additional easement rights described above for a total of \$4,389.74, which includes an incentive payment of thirty-five percent (35%) over the compensation value. The amount offered does not represent LCRA TSC's opinion of the value for the additional easement rights to be acquired but is offered in an attempt to expedite the easement acquisition process. To take advantage of the incentive you must accept this offer no later than thirty-three (33) days from the date of this correspondence.

Acceptance of this offer is considered to have occurred when you deliver to me one set of the fully executed and notarized easement amendment and W-9. A self-addressed return envelope is enclosed for your convenience in returning the executed documents. This offer is contingent upon your obtaining a consent and joinder or a subordination document for any outstanding liens, judgments or other encumbrances as required by LCRA TSC. You have a right to discuss

City of Gonzales
December 13, 2022
Page 2 of 2

this offer or any agreement reached to acquire the additional easement rights with others or keep the offer or any agreement reached confidential, unless this offer or agreement is subject to Chapter 552 of the Texas Government Code.

If I receive the fully executed documents on or before thirty-three (33) days from the date of this correspondence, I will deliver to you a check in the amount of \$4,489.74. If I have not received the fully executed documents by such deadline, the offer will be considered to have been rejected.

As part of its acquisition process, LCRA-TSC provides landowners with a copy of the Texas Landowner Bill of Rights. This document is included with this letter, contains information about landowners' rights and options as provided by the law, but is not to be considered legal advice from LCRA-TSC.

Should you have any questions about the easement amendment—or any of the other documents attached hereto—please do not hesitate to contact me at **802-349-6771**, or charles.cota@coatesfs.com.

With best regards,

Charles Cota
Right of Way Agent
Representing LCRA

Mail: Lower Colorado River Authority
SC-D151G Phil Buckley
P.O. Box 220
Austin, TX 78767

Enclosures: Compensation Summary
Amendment to Electric Line Easement and Right-of-Way
W-9
Texas Landowner Bill of Rights

LCRA Initial Offer Compensation Summary



Landowner Name	Address (Mailing & Physical)	Contact Numbers
City of Gonzales	PO Box 547, Gonzales, TX 78629	Home:
		Work:
		Cell:
		Fax:

T542 Gonzales to Cuero Hydro				Compensation Basis:		LMV	WO # / GIS ID:		1028520	G10004443
County	Type	Tract ID	Parent Tract Acres	Approx. Acres Esmt. Acres	Per Acre Value	% Of Rights	Total	Signing Bonus Factor	Total w/Signing Bonus	
								35%		
Gonzales	Amendment	177_370	124.93	6.5	\$10,233	5%	\$3,325.73	\$1,164.01	\$4,489.74	
						5%	\$0.00	\$0.00	\$0.00	
						5%	\$0.00	\$0.00	\$0.00	
						5%	\$0.00	\$0.00	\$0.00	
Minimum Compensation							\$3,325.73			
Signing Bonus (if applicable)								\$1,164.01		
Total Compensation									\$4,489.74	

Prepared by:

Phil Buckley

Phil Buckley, Real Estate Analyst

Approved by:

Harvard Brett

Manager, Real Estate Services LCRA TSC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF GONZALES §

GRANTOR: CITY OF GONZALES

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220

PRIOR EASEMENT: That certain easement, dated February 23, 1926, recorded in Volume F, Page 582, Official Records, Gonzales County, Texas.

GRANTOR'S PROPERTY: 125.833 acres of land, more or less, being out of the Green DeWitt Survey, Abstract No. 15 of the County of Gonzales, being all those certain tracts of land conveyed to the City of Gonzales in four (4) separate Warranty Deeds and being described more particularly by metes and bounds as described in the following Deeds:

First: being 11.22 acres from Darrell L. Kifer to the City of Gonzales, dated June 7, 2011, recorded July 14, 2011 in Volume 1058, Page 809 of the Official Records of Gonzales County, Texas.

Second: being 60.513 acres from Donald S. Holt and Viola Holt, husband and wife, to the City of Gonzales, dated April 25, 1975, recorded April 28, 1975 in Volume 407, Page 527 in the Deed Records of Gonzales County, Texas.

Third: being 2.47 acres from Gonzales Post No. 40, American Legion Department of Texas to the City of Gonzales, dated April 22, 1971, recorded June 4, 1971 in Volume 375, Page

COPY

597 of the Deed Records of Gonzales County, Texas, and

Fourth: being 51.36 acres from Joe Portales, a single man to the City of Gonzales, dated August 19, 1948, recorded September 2, 1948 in Volume 253, Page 452 of the Deed Records of Gonzales County, Texas.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE agree that the PRIOR EASEMENT as the PRIOR EASEMENT affects GRANTOR'S PROPERTY only, is hereby amended as follows:

Notwithstanding anything in the PRIOR EASEMENT to the contrary, GRANTEE shall have the right to construct, erect, operate, maintain, relocate, and reconstruct communication lines and related appurtenances within the easement property.

All terms of the PRIOR EASEMENT are hereby ratified and shall remain in full force and effect, as amended hereby.

The rights granted to GRANTEE in this Amendment to Electric Line Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns. GRANTOR warrants and shall forever defend this Amendment to GRANTEE against anyone lawfully claiming or to claim the Amendment or any part thereof.

This instrument may be executed in multiple counterparts, all of which shall be construed together as the original instrument to the same extent and like effect as though the parties hereto had executed each counterpart. The parties agree that the counterpart signature pages may be detached and conformed in one counterpart of this instrument to avoid unnecessary duplication.

(Signature Page Follows)

COPY

GRANTOR:

City of Gonzales

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____, _____ of the City of Gonzales,
Texas, acting on behalf of said City.

Notary Public, State of Texas

COPY

GRANTEE:

LCRA Transmission Services Corporation
a Texas non-profit corporation

By: _____
Mark Sumrall
Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20____, by Mark Sumrall, Authorized Agent of LCRA Transmission Services Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

After recording, return to:

LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Phil Buckley



THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS



CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.



WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known address of the person listed as the property owner on the most recent tax roll.
- ◆ Make a bona fide offer to purchase the property. A bona fide offer includes an initial written offer as well as a final written offer. This process is described more fully in chapter 21 of the Texas Property Code.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.
- ◆ Make a final offer 30 or more days after the initial bona fide offer. The offered compensation must equal or exceed the amount listed in a written, certified appraisal provided to you. The final offer must also provide copies of the instrument conveying the property rights sought (such as the deed transferring title or the easement spelling out the easement rights) and the Landowner's Bill of Rights (if not provided previously). The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

After the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners. The special commissioners are required to schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.

WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' role is to determine what is adequate compensation for your property. After hearing evidence from all interested parties, the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession of the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER? CAN I OBJECT TO THEM?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The judge will give you a reasonable period to object to, or strike, one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement.

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.

DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. The information in this statement is intended to be a summary of the applicable portions of Texas

state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-6 Authorizing the Gonzales Economic Development Corporation to Transfer Certain Type B Sales Tax Funds to First National Bank Of Gonzales

DATE: January 19, 2023

Type Agenda Item

Resolution

BACKGROUND:

On November 17, 2022, the GEDC was notified by Finance Director Laura Zella that the temporarily increased pledge limit of \$3,500,000 has been exceeded at Sage Capital Bank and has left funds uncollateralized.

At its November 28, 2022, meeting, the GEDC voted unanimously to move \$1,000,000.00 from Sage Capital Bank to First National Bank of Gonzales in the form of a CD purchase. First National Bank of Gonzales will offer 3.00%, with 3.05% APY for a 12-month term.

POLICY CONSIDERATIONS:

Under chapter 2256.003 Authority to Invest Funds; (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by section 2256.006.

FISCAL IMPACT:

The GEDC will need to move uncollateralized funds from Sage Capital Bank to another depository.

ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE GONZALES ECONOMIC DEVELOPMENT CORPORATION TO TRANSFER CERTAIN TYPE B SALES TAX FUNDS TO FIRST NATIONAL BANK OF GONZALES; 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, finds and determines it is in the best interest of the GEDC and the City of Gonzales, Texas, for the GEDC to transfer One Million and No/100 Dollars (\$1,000,000.00) from Sage Capital Bank to First National Bank of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas, finds and determines it is in the best interest of the GEDC and the City of Gonzales, Texas, for the GEDC to transfer One Million and No/100 Dollars (\$1,000,000.00) from Sage Capital Bank to First National Bank of Gonzales, and authorizes the Executive Director and GEDC President to take all necessary action related to the same.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-7 Approving a Performance Agreement by and Between the GEDC and the Chamber of Commerce and Agriculture, A Texas Non-Profit Corporation, Concerning Funding for Static Billboard Advertisement in the Amount of \$4,800.00.

DATE: January 19, 2023

Type Agenda Item

Resolution

BACKGROUND:

At its December 19, 2022, meeting, the GEDC voted unanimously to approve the ask from the Chamber of Commerce for \$4,800 for a billboard posting.

The Chamber requested that the GEDC fund \$2,400.00 (\$200/month) for the static billboard and \$2,400.00 (\$600.00/per posting) for the digital billboard for job fair advertising once every quarter. The total ask from the Chamber of Commerce is \$4,800.00.

The static billboard is located off I-10 by Buc-ee's, the posting would be for promoting tourism, economic development, small shops, and restaurants in Gonzales. The digital billboard is located off Hwy 183 and 90A and would be used for advertising job fairs for a month once a quarter.

POLICY CONSIDERATIONS:

Sec. 505.103. LIMITATION ON USE OF REVENUES FOR PROMOTIONAL PURPOSES. A Type B corporation may spend no more than 10 percent of the corporate revenues for promotional purposes.

FISCAL IMPACT:

The GEDC budgeted \$10,000 within the 2022-2023 Fiscal Year in Account #700-7-700.502 for advertising. The GEDC has currently spent \$148.20 on advertising. There is \$9,851.80 remaining in the advertising budget.

ATTACHMENTS:

Agreement with Gonzales Chamber of Commerce and Agriculture

STAFF RECOMMENDATIONS:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING AN AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND THE GONZALES CHAMBER OF COMMERCE AND AGRICULTURE, A TEXAS NON-CORPORATION, CONCERNING FUNDING FOR STATIC BILLBOARD ADVERTISEMENT; 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, Sections 505.105(a) of the Texas Local Government Code, provides that the GEDC may spend not more than ten percent (10%) of its corporate revenues for promotional purposes; and

WHEREAS, Gonzales Chamber of Commerce and Agriculture has applied to the GEDC for financial assistance to the promote and advertise the City of Gonzales, Texas, by seeking financial assistance with a static billboard located at I-10 and State Highway 183, in Luling, Texas; and

WHEREAS, the City Council of the City of Gonzales, Texas, does hereby authorize and approve the Agreement, attached hereto as *Exhibit A*.

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 authorize and approve the Agreement attached hereto as *Exhibit A*, and authorizes the Mayor to execute this Resolution.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Agreement]

AGREEMENT

This **AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **GONZALES CHAMBER OF COMMERCE AND AGRICULTURE**, a Texas non-profit corporation (hereinafter referred to as “Chamber of Commerce”), is made and executed on the following recitals, terms and conditions.

WHEREAS, the GEDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Sections 505.105(a) of the Texas Local Government Code, provides that the GEDC may spend not more than ten percent (10%) of its corporate revenues for promotional purposes; and

WHEREAS, Chamber of Commerce has applied to the GEDC for financial assistance to the promote and advertise the City of Gonzales, Texas, by seeking financial assistance with a static billboard located at I-10 and State Highway 183, in Luling, Texas. and digital billboard located at State Highway 183 and U.S. Highway 90, in Gonzales, Texas; and

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

NOW, THEREFORE, for and in consideration of mutual agreements described hereinafter and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GEDC and Chamber of Commerce agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2023**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Chamber of Commerce.** The words “Chamber of Commerce” mean the Gonzales Chamber of Commerce and Agriculture, a Texas non-corporation, its successors and assigns, whose address for the purposes of this Agreement is 304 Saint Louis Street, Gonzales, Texas 78629.
- (d) **City.** The word “City” means the City of Gonzales, Texas, a Texas home-rule municipality.
- (e) **Digital Billboard.** The words “Digital Billboard” mean the digital billboard generally located at State Highway 183 and U.S. Highway 90A, in Gonzales, Texas.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (h) **Static Billboard.** The words “Static Billboard” mean the static billboard approximately twelve feet (12’) by thirty-two feet (32’) located at I-10 and State Highway 183, in Luling, Texas.
- (i) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF CHAMBER OF COMMERCE.

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

- (a) **Static Billboard and Digital Billboard.** Chamber of Commerce covenants and agrees to use the funds provided by the GEDC to Chamber of Commerce pursuant to this Agreement for the Static Billboard. Chamber of Commerce covenants and agrees to contract with the owner of Static Billboard to run advertisement on said Static Billboard which supports or facilitates economic development and tourism within the City of Gonzales, Texas. Said advertisement may include “STAY PLAY AND DINE” and tourgonzales.com. Chamber of Commerce shall provide to the GEDC at least quarterly invoice or receipts for the advertisement purchased by the Chamber of Commerce and displayed on the Static Billboard. In addition, Chamber of Commerce covenants and agrees to use the funds provided by the GEDC to Chamber of Commerce pursuant to this Agreement for four (4) job postings to be displayed on the Digital Billboard.

- (b) **Performance.** Chamber of Commerce covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Chamber of Commerce and the GEDC.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF GEDC.

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

- (a) **Funding for Static Billboard.** GEDC covenants and agrees to provide to the Chamber of Commerce the sum not to exceed **Two Hundred and No/100 Dollars (\$200.00)** per month, during the Term of this Agreement, to be used for the Static Billboard. The aggregate sum of financial assistance provided by the GEDC to Chamber of Commerce pursuant to this Section 5(a) of this Agreement shall not exceed **Two Thousand Four Hundred and No/100 Dollars (\$2,400.00)**.
- (b) **Funding for Digital Billboard.** GEDC covenants and agrees to provide to the Chamber of Commerce the sum not to exceed **Six Hundred and No/100 Dollars (\$600.00)** per job fair posting advertisement for four (4) job fair postings on the Digital Billboard during the Term of this Agreement. The aggregate sum of financial assistance provided by the GEDC to Chamber of Commerce pursuant to this Section 5(b) of this Agreement shall not exceed **Two Thousand Four Hundred and No/100 Dollars (\$2,400.00)**.
- (c) **Performance.** The GEDC covenant and agree to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the GEDC and Chamber of Commerce.

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **Affirmative Obligations of Chamber of Commerce.** The failure of the Chamber of Commerce to comply with any of the affirmative obligations contained within this Agreement is an Event of Default.
- (b) **Affirmative Obligations of GEDC.** The failure of the GEDC to comply with any of the affirmative obligations contained within this Agreement is an Event of Default.

- (c) **False Statements.** Any warranty, representation, or statement made or furnished to the GEDC by or on behalf of the Chamber of Commerce under this Agreement or the related documents that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (d) **Insolvency.** The Chamber of Commerce's insolvency, appointment of receiver for any part of Chamber of Commerce's property, any assignment for the benefit of creditors of the Chamber of Commerce, any type of creditor workout for the Chamber of Commerce, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Chamber of Commerce is an Event of Default.
- (e) **Other Defaults.** Failure of the Chamber of Commerce to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the related documents, or failure of the Chamber of Commerce to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the GEDC and the Chamber of Commerce is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Chamber of Commerce defaults and is unable or unwilling to cure said default within the prescribed time period this Agreement shall terminate immediately without further obligations of the parties.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Gonzales County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Chamber of Commerce warrants and represents that the individual or individuals executing this Agreement on behalf of the Chamber of Commerce has full authority to execute this Agreement and bind the Chamber of Commerce to the same. The GEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to GEDC:	Gonzales Economic Development Corporation 820 Saint Joseph Street Gonzales, Texas 78629 Attn: Jennifer Kolbe, Executive Director Telephone: (830) 672-2815 ext. 1600
if to Chamber of Commerce:	Gonzales Chamber of Commerce and Agriculture 304 Saint Louis Street Gonzales, Texas 78629 Attn: Melissa Henderson, Executive Director Telephone: (830) 672-6532
- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

- (j) **Undocumented Workers.** The Chamber of Commerce certifies that the Chamber of Commerce does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, the Chamber of Commerce is convicted of a violation under 8 U.S.C. § 1324a(f), the Chamber of Commerce shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the GEDC notifies the Chamber of Commerce of the violation.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

GEDC:

GONZALES ECONOMIC DEVELOPMENT CORPORATION,

a Texas non-profit corporation

By: _____

Ken Morrow, President

Date Signed: _____

CHAMBER OF COMMERCE:

GONZALES CHAMBER OF COMMERCE AND AGRICULTURE,

a Texas non-profit corporation

By: _____

Melissa Henderson, Executive Director

Date Signed: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-8 Approving a Change Order by and between the Gonzales Economic Development Corporation and Doucet & Associates, Inc., Concerning the 2521 Harwood Road Project

DATE: January 19, 2023

Type Agenda Item

Resolution

BACKGROUND:

The original proposal from Doucet & Associates, Inc included \$2,000 for basic change assistance that was intended for preparation of an application to change the zoning from its current SF-6 and AO categories to either a standard C2, LI, or HI category and attend one meeting each with Planning & Zoning Commission and City Council. The EDC has decided to prepare a Planned Development District (PDD) zoning ordinance to have better control over the potential uses of the property.

Due to the change in scope of work, Doucet & Associates, Inc has submitted a change order to reflect the time needed to prepare a PDD. The original contracted amount was for \$47,700. Change order #1 from Doucet & Associates, Inc is for \$11,500 bringing the new proposed contract amount to \$59,200.

At its December 19, 2022, meeting, the GEDC voted unanimously to approve the scope of work change order.

POLICY CONSIDERATIONS:

Chapter 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES. (a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

FISCAL IMPACT:

The GEDC budgeted \$100,000 within the 2022-2023 Fiscal Year in Account #700-7-700.423 for engineering, with \$97,760.00 remaining.

ATTACHMENTS:

Work Scope Change Order #1

STAFF RECOMMENDATIONS:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A CHANGE ORDER BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND DOUCET & ASSOCIATES, INC., CONCERNING THE 2521 HARWOOD ROAD PROJECT; 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, does hereby authorize and approve the Work Scope Change Order # 1, attached hereto as ***Exhibit A***, and is incorporated herein for all purposes, by and between the GEDC and Doucet & Associates, Inc., regarding the 2521 Harwood Road Project by approving a change order increase of Eleven Thousand Five Hundred and No/100 Dollars (\$11,500.00) for a total contract price of Fifty-Nine Thousand Two Hundred and No/100 Dollars (\$59,200.00).

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 authorize and approve the Work Scope Change Order # 1, attached hereto as ***Exhibit A***, and is incorporated herein for all purposes, by and between the GEDC and Doucet & Associates, Inc., regarding the 2521 Harwood Road Project by approving a change order increase of Eleven Thousand Five Hundred and No/100 Dollars (\$11,500.00) for a total contract price of Fifty-Nine Thousand Two Hundred and No/100 Dollars (\$59,200.00).

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Work Scope Change Order # 1]



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

WORK SCOPE CHANGE ORDER # 1

TO: Gonzales EDC
820 Saint Joseph Street
Gonzales, Texas 78629

DATE: December 6, 2022

ATTN: Jennifer Kolbe

JOB NUMBER: 1179-009

PROJECT NAME: 2521 Harwood Road

	<u>Budget</u>	<u>Sales Tax</u>	<u>Total</u>
ORIGINAL CONTRACT AMOUNT	\$ 47,700	\$ 0	\$ 47,700
CHANGE ORDER #1	\$ 11,500	\$ 0	\$ 11,500
REVISED CONTRACT AMOUNT	\$ 59,200	\$ 0	\$ 59,200

Dear Jennifer,

Doucet & Associates, Inc. ("Doucet") is pleased to present an adjusted work scope based on our understanding of your needs. Our original proposal included \$2,000 for basic zoning change assistance. This was intended for preparation of an application to change the zoning from its current SF-6 and AO categories to either a standard C2 (Heavy Commercial), LI (Light Industrial) or HI (Heavy Industrial) category and attend one meeting each with Planning & Zoning Commission and City Council. It is our understanding at this point that it is the desire of the EDC to prepare a Planned Development District (PDD) zoning ordinance to have better control over the potential uses of the property. Based on this new direction, we are submitting this change order to accommodate the additional time needed to prepare a PDD. We are deleting Item III. Zoning and Adding Item III. Planned Development District Ordinance in its place.

DESCRIPTION OF WORK SCOPE CHANGE ORDER

III. Planned Development District Ordinance

Doucet will work with the Gonzales EDC to prepare and submit an application for a base zoning district and an application for a Planned Development District (PDD) to the City of Gonzales. The PDD application will include a set of zoning and design standards appropriate to ensuring that future building applications reflect the vision of the EDC for the development of the site.

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



Doucet will work with the EDC and their legal staff to prepare the draft applications and the design standards. Once the documents are revised as necessary, the PDD along with the base zoning application will be submitted to the City to begin the review/approval process. Doucet will assist the Client in addressing staff's comments. Doucet will also work with City staff to schedule and attend development review committee, City Planning and Zoning Commission, City Council, or other meetings required by the City of Gonzales. Doucet will also attend meetings with neighborhood groups or other meetings necessary to reach a mutual understanding with the various Boards, Commissions and Council.

Doucet assumes three (3) meetings with the EDC and two (2) meetings the City staff. Doucet will also attend up to two (2) meetings of Planning and Zoning Commission and two (2) meetings of the City Council for the processing and consideration of the applications. This is total of 9 meetings. We assume all application or review fees will be paid by the client.

DESCRIPTION OF WORK SCOPE CHANGE	FEE BASIS	ESTIMATED FEE	TASK
DELETE current Item III. Zoning from the Proposal	LUMP SUM	\$ (2,000)	201
ADD new Item III. Planned Development District Ordinance	Hourly Not to Exceed	\$ 13,500	201
		\$	
TOTAL		\$ 11,500	

* Preliminary budget amount, in accordance with our Standard Labor Schedule.

ASSUMPTIONS

- It is anticipated that we will meet with GEDC in December prior to Christmas and will prepare documents and applications during the month of January for a February submittal to the City of Gonzales.
- Doucet has provided this scope of work contingent upon this schedule. Deviation from this schedule, regardless of the reason, are cause for Doucet to revise the project schedule and budget based on current work conditions.



Please sign and return to: Doucet
7401B West Highway 71, Suite 160
Austin, TX 78735

Please retain a copy for your files.

DOUCET

A blue ink signature of Keith Schauer, P.E., written over a horizontal line.

Keith Schauer, P.E.
Senior Project Manager(Engineering)

December 6, 2022

Date

A blue ink signature of Ed Theriot, AICP, written over a horizontal line.

Ed Theriot, AICP
Senior Project Manager(Planning)

December 7, 2022

Date

AUTHORIZED BY:

Client Representative

Date

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10194551

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-9 Approving a Professional Services Agreement to provide consulting and related services by and between the Gonzales Economic Development Corporation and the Retail Strategies, LLC

DATE: January 19, 2023

Type Agenda Item

Resolution

BACKGROUND:

At its December 19, 2022, meeting, the GEDC voted unanimously to approve a contract with Retail Strategies to represent the GEDC at ICSC Las Vegas on May 21-23rd, 2023. ICSC is a membership organization made up of retailers, developers, and economic developers. In addition to the trade show floor where communities make deals with retailers, developers and real estate agents, the organization offers breakout sessions on policy, industry trends, and marketing regarding spaces where people shop, dine, work and play.

The contract will be for 6 months and will include the following scope of services:

Proactive Outreach and Representation for ICSC Las Vegas 2023 Show

- Team kickoff call prior to the show with the Gonzales Team to go over the best retail sites in the market
- Retail Strategies team will represent Gonzales, TX in meetings in Las Vegas at the show.
- Retail Strategies will create a post-show recap document detailing all meetings held with retailers, brokers, and developers and will highlight their interest in the market. We will provide feedback in an executive level style document.
- Retail Strategies will provide follow up services for the term of the contract.

It is important for us to keep Gonzales on the radar for existing and new retail concepts. The study that Retail Strategies conducted for us in 2021 shows that we have an estimated retail gap of \$101,711,041. If we could capture just a portion of the sales tax that is lost because residents in our retail trade area shop elsewhere, we would have additional funding to pay for other community projects.

POLICY CONSIDERATIONS:

The GEDC is authorized to enter into contracts for marketing services and promotional activity.

FISCAL IMPACT:

The GEDC budgeted \$32,000 within the 2022-2023 Fiscal Year in Account #700-7-700.411 for special contracts with \$27,750.00 remaining. The contract with Retail Strategies will expend \$15,000.00 of those funds. GEDC anticipates it will receive interest and recognition from retailers, developers, and brokers to relocate their business to Gonzales.

ATTACHMENTS:

Retail Strategies Proposed Contract

STAFF RECOMMENDATIONS:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING AND RELATED SERVICES BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND THE RETAIL STRATEGIES, LLC; 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, does hereby authorize and approve the Professional Services Agreement to Provide Consulting and Related Services by and between the GEDC and Retail Strategies, LLC, an Alabama limited liability company, 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 authorize and approve the Professional Services Agreement to Provide Consulting and Related Services by and between the GEDC and Retail Strategies, LLC, an Alabama limited liability company, 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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Professional Services Agreement to Provide
Consulting and Related Services]

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the Gonzales Economic Development Corporation, a Texas non-profit corporation (hereinafter referred to as “Client”) on this the _____ day of _____, 2023, (the “Effective Date”) as follows:

WHEREAS, the Client desires to have performed those consultation services identified on *Exhibit A* attached hereto by Consultant (the “Project”); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this Agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Client in the form of consulting and related services for the Project as set out in *Exhibit A*. These professional services are consulting services and not that of a contractor or other provider.

2. TERM

The Term of this Agreement shall commence upon the Execution date and terminate six (6) months after the execution date as set forth in *Exhibit A*.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Client agrees to pay Consultant a total of **Fifteen Thousand and No/100 Dollars (\$15,000.00)**. Consultant will invoice Client immediately upon execution of this Agreement. Client must remit payment within

fifteen (15) days of receipt of invoice. Compensation shall be fully earned when paid and as such is nonrefundable.

4. CLIENT RESPONSIBILITIES

(a) **Information and Access.** In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: Access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this Agreement to or for the Client (which shall belong to Client), reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this Agreement shall contravene said rights. The Client acknowledges that all intellectual property developed during the course of this Agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing. All strategic plans and other materials delivered by Consultant to Client shall belong to Client.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees.

8. DEFAULT AND TERMINATION

(a) **Default Termination.** In the event Consultant should violate any of the terms of this Agreement, Client shall provide Consultant with written notice of such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided, Client shall be permitted to terminate this Agreement. All fees previously paid by Client to Consultant are understood to be fully earned when paid and are not subject to refund following any termination hereunder.

(b) **Automatic Termination.** This Agreement shall automatically terminate one year following the Execution Date.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this Agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Gonzales Economic Development Corporation
820 St Joseph St.
Gonzales, TX 78629
(830) 672-2815
Email: gedc@gonzales.texas.gov
Attention: Jennifer Kolbe

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Steve Leara

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

11. **MISCELLANEOUS**

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Alabama.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

CLIENT:

**GONZALES ECONOMIC
DEVELOPMENT CORPORATION,**
A Texas non-profit corporation

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC,
An Alabama limited liability company

By _____

Title _____

Date _____

EXHIBIT A

This section outlines the Services which Retail Strategies (the “consultant”) will provide to the Gonzales Economic Development Corporation (the “client”).

A. USE OF DATA & ANALYTICS FROM RETAIL ACADEMY 2021 with updates as needed

1. Market and retail GAP analysis for trade area (i.e. leakage and surplus)
2. Retail trade area using mobile tracking data, drive times and radii and custom boundary geographies
3. Retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Custom on-demand demographic research throughout the partnership
6. Market Guide – 11x17 aerial map and market summary

B. REAL ESTATE ANALYSIS | RETAIL PROSPECTS

1. Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
2. Identification of priority business categories for recruitment and/or local expansion
3. Target List of Retailers and Restaurants attending ICSC Las Vegas 2023 in conjunction with Client

C. CONFERENCE REPRESENTATION

1. The Agreement range will extend 6 months from execution of Agreement.
2. Retail Strategies will request meetings with retailers, brokers, developers and other industry professionals prior to the conference.
3. Representation at “ICSC Las Vegas 2023” will include meetings and conversations on behalf of Gonzales, TX
4. Post conference follow up will include a summary of meeting to Client and follow up emails to industry professionals based on conversations from the show
5. Client will have access to use the Retail Strategies booth at ICSC Las Vegas conference May 2023.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-10 Rejecting the Proposals received for Administration Professional Services for the CDBG-MIT Resilient Communities Program grant, and authorizing City Staff to readvertise

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City solicited proposals for Grant Administration the CDBG-MIT Resilient Communities Program grant on December 1, 2022. Two proposals were received, but staff determined that one proposal was incomplete and the remaining proposal was much higher than anticipated in projected costs.. Therefore, staff is requesting to reject all proposals and readvertise the project.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

The fiscal impact to readvertise the project is the cost to publish the notices within the paper for the advertisement.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends rejecting all proposals received on December 16, 2022 and readvertise the project.

RESOLUTION NO. 2023-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS REJECTING THE PROPOSALS RECEIVED FOR ADMINISTRATION PROFESSIONAL SERVICES FOR THE CDBG-MIT RESILIENT COMMUNITIES PROGRAM GRANT, AND AUTHORIZING CITY STAFF TO READVERTISE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas General Land Office Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program requires professional administration services to be solicited as per Chapter 252 of the Local Government Code; and,

WHEREAS, the advertisements for the Request for Proposals were published in the newspaper for two consecutive weeks beginning December 1, 2022; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on December 16, 2022 at 2:00 p.m.; and,

WHEREAS, proposals were received from two companies by the due date published; and,

WHEREAS, staff determined that that one proposal was incomplete and the remaining proposal was much higher than anticipated in projected costs; and

WHEREAS, Local Government Code Section 252.043(f) states that the governing body may reject any and all proposals; and,

WHEREAS, the City Council finds that rejecting the proposals received on December 16, 2022, for Administration Professional Services for the CDBG-MIT Resilient Communities Program Grant is in the best interest 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 hereby rejects all proposals received on December 16, 2022 for Administration Professional Services for the CDBG-MIT Resilient Communities Program and authorizes staff to readvertise.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-11 Rejecting the Proposals received for Administration Professional Services for the CDBG-MIT MOD grant, and authorizing City Staff to readvertise

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City solicited proposals for Grant Administration the CDBG-MIT MOD grant on December 1, 2022. Three proposals were received, but staff determined that one proposal was incomplete and the remaining proposals were much higher than anticipated in projected costs. Therefore, staff is requesting to reject all proposals and readvertise the project.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

The fiscal impact to readvertise the project is the cost to publish the notices within the paper for the advertisement.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends rejecting all proposals received on December 16, 2022 and readvertise the project.

RESOLUTION NO. 2023-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS REJECTING THE PROPOSALS RECEIVED FOR ADMINISTRATION PROFESSIONAL SERVICES FOR THE CDBG-MIT MOD GRANT, AND AUTHORIZING CITY STAFF TO READVERTISE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas General Land Office Community Development Block Grant Regional Mitigation (CDBG-MIT) MOD requires professional administration services to be solicited as per Chapter 252 of the Local Government Code; and,

WHEREAS, the advertisements for the Request for Proposals were published in the newspaper for two consecutive weeks beginning December 1, 2022; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on December 16, 2022 at 2:00 p.m.; and,

WHEREAS, proposals were received from three companies by the due date published; and,

WHEREAS, staff determined that one proposal was incomplete and the remaining proposals were much higher than anticipated in projected costs; and

WHEREAS, Local Government Code Section 252.043(f) states that the governing body may reject any and all proposals; and,

WHEREAS, the City Council finds that rejecting the proposals received on December 16, 2022, for Administration Professional Services for the CDBG-MIT MOD Grant is in the best interest 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 hereby rejects all proposals received on December 16, 2022 for Administration Professional Services for the CDBG-MIT MOD and authorizes staff to readvertise.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-12 Authorizing the City Manager to Submit a Preliminary Application and Associated Documents to Texas Department of Transportation (TXDOT) for the Transportation Alternatives Grant for the Construction of a Pedestrian Trail along Church Street

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Texas Department of Transportation is accepting grant applications for the 2023 Transportation Alternatives Program. The grant funds projects that enhance bicycle, pedestrian and transit access. This is a preliminary application, and if accepted by TXDOT, the project cost and match requirement will be firmed up and acceptance of the grant and match will come back to the City Council for approval.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

The preliminary budget cost is \$324,852.00, but does not include engineering, environmental or grant administration costs. The grant will require the City of Gonzales to provide a local match if the project is selected for funding. The amount of the match is not known at this time, but will be provided to Council at a later date.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A PRELIMINARY APPLICATION AND ASSOCIATED DOCUMENTS TO TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE TRANSPORTATION ALTERNATIVES GRANT FOR THE CONSTRUCTION OF A BIKE AND PEDESTRIAN TRAIL ALONG CHURCH STREET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match. The City of Gonzales would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds.

WHEREAS, the City Council of the City of Gonzales hereby supports the City of Gonzales' preliminary application to the Texas Department of Transportation's 2023 Transportation Alternatives set-aside (TA) call for projects and is in the best interest 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 hereby authorizes the City Manager to submit a preliminary application for a grant from the Texas Department of (TxDOT) for the construction of boulevard improvements to Church Street to enhance pedestrian access as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.

Section 2. The City of Gonzales is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

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 Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 4. 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 5. This Resolution 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 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 7. 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 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2023-1 Ordering a General Municipal Election to be Held on May 6, 2023, for the Purpose of Electing an Individual to the Office of Mayor

DATE: January 19, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The attached ordinance officially orders the City of Gonzales' General Municipal Election for May 6, 2023 in accordance with the City's Charter and state statutes for the purpose of electing an individual to the office Council Member District 3, and Council Member District 4. The Council is required to order the election no later than the 78th day before the election, which is February 17, 2023. Early Voting will begin April 24, 2023 at 8 a.m. and end on May 2, 2023 at 5:00 p.m.

City staff is proposing to contract with Gonzales County for the Election. Since the City has already executed a contract with Gonzales County to administer the election, most of the items will be provided by their office.

POLICY CONSIDERATIONS:

The ordinance ordering the election is consistent with the City of Gonzales Charter and the Texas Election Code.

FISCAL IMPACT:

The estimated cost to the City of Gonzales varies on the actual cost for the equipment and the amount of time the election workers spend on their required duties (hourly rate of pay for election workers). The City has budgeted \$20,000 within the 2022-2023 fiscal year in Account #100-7-101-501 for the City's elections.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this ordinance.

ORDINANCE NO. 2023-01
ORDENANZA NRO. 2023-01

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING AN INDIVIDUAL TO THE OFFICE OF COUNCIL MEMBER DISTRICT 3 AND COUNCIL MEMBER DISTRICT 4; PROVIDING FOR EARLY VOTING; PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

UNA ORDENANZA DE LA CIUDAD DE GONZALES, TEXAS, QUE ORDENA QUE SE CELEBRE UNA ELECCIÓN MUNICIPAL GENERAL EL 6 DE MAYO DE 2023, CON EL PROPÓSITO DE ELEGIR A UN INDIVIDUO PARA EL CARGO DE MIEMBRO DEL CONSEJO DISTRITO 3 Y MIEMBRO DEL CONSEJO DISTRITO 4; QUE DISPONE LA VOTACIÓN ANTICIPADA; QUE DISPONE OTROS ASUNTOS RELATIVOS A LA ELECCIÓN; Y QUE DISPONE UNA FECHA DE ENTRADA EN VIGENCIA.

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

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE GONZALES, TEXAS, ORDENA:

Section 1. That a May 6, 2023 regular election for the purpose of electing an individual to the office of Council Member District 3, and Council Member District 4 is hereby Ordered.

This Order of Election is to be posted at the Gonzales Municipal Building on the Bulletin Board used for posting notices of the meetings of the City Council.

Sección 1. Que se ordena por la presente una elección regular el 6 de mayo de 2023 con el propósito de elegir a un individuo para el cargo de Miembro del Consejo Distrito 3 y Miembro del Consejo Distrito 4.

Esta Orden de Elección se publicará en el Edificio Municipal de Gonzales en el Tablero de Anuncios que se utiliza para publicar avisos de las asambleas del Consejo Municipal.

Section 2. The City Council of the City of Gonzales finds that it is in the best interest of the public health, safety and interest to conduct a joint election with Gonzales County for the May 6, 2023 election requiring the use of polling locations and early voting hours as determined by Gonzales County.

Sección 2. El Consejo Municipal de la Ciudad de Gonzales halla que lo mejor para la salud, la seguridad y el interés públicos es celebrar una elección conjunta con el

Condado de Gonzales para la elección del 6 de mayo de 2023 que requiera del uso de los lugares de votación y los horarios de votación anticipada que el Condado de Gonzales determine.

Section 3. The Election Administrator for Gonzales County shall serve as early voting clerk; the appointment of a deputy clerk or clerks for early voting by the Election Administrator shall be in accordance with the law.

Sección 3. El Administrador de Elecciones del Condado de Gonzales actuará como oficial de votación anticipada; la designación de un suboficial o suboficiales para la votación anticipada por el Administrador del Condado se hará en conformidad con la ley.

Section 4. On Election Day, May 6, 2023, the polls shall be open between the hours of 7:00 a.m. and 7:00 p.m., at the locations established by Gonzales County on the dates and times as follows, or as may be amended by Gonzales County, per the contract.

Gonzales County Election Precinct

Voting Location

Pct. 1

Randle Rather Bldg, 427 St. George, STE 100, Gonzales, TX 78629

Pct. 2

Gonzales Master Gardner's, 623 N. Fair St., Gonzales, TX 78629

Pct. 3

Gonzales City Building, 820 St. Joseph, Gonzales, TX 78629

Pct. 12

Riverside Community Center, 110 St. Lawrence Street, Gonzales, TX 78629

Sección 4. El Día de Elección, 6 de mayo de 2023, las casillas abrirán en el horario de 7:00 a.m. a 7:00 p.m., en los lugares de votación establecidos por el Condado de Gonzales en las siguientes fechas y horarios o según el Condado de Gonzales los modifique en virtud del contrato.

Precinto electoral del

Condado de Gonzales

Lugar de Votación

Precinto 1

Randle Rather Bldg, 427 St. George, STE 100, Gonzales, TX 78629

Precinto 2

Gonzales Master Gardner's, 623 N. Fair St., Gonzales, TX 78629

Precinto 3

Gonzales City Building, 820 St.

Joseph, Gonzales, TX 78629

Precinto 12

Riverside Community Center, 110
St. Lawrence Street, Gonzales, TX
78629

Section 5. Early Voting by personal appearance shall commence on April 24, 2023 and continue through May 2, 2023, at the locations established by Gonzales County on the dates and times as follows, or as may be amended by Gonzales County, per the contract.

Main Early Voting Location:
Randle-Rather Building – EV Election Room
427 St. George, Gonzales, Texas 78629

April 24 th -April 28 th	Monday – Friday	8:00 a.m. – 5:00 p.m.
May 1 st -May 2 nd	Monday-Tuesday	8:00 a.m. – 5:00 p.m.

Additionally, early voting locations will be identified in the contract executed with Gonzales County.

Sección 5. La votación anticipada en persona empezará el 24 de abril de 2023 y continuará hasta el 2 de mayo de 2023, inclusive, en los lugares de votación establecidos por el Condado de Gonzales en las siguientes fechas y horarios o según el Condado de Gonzales los modifique en virtud del contrato.

Lugar principal de votación anticipada:
Randle-Rather Building – Sala de elección de votación anticipada
427 St. George, Gonzales, Texas 78629

Del 24 de abril al 28 de abril	de lunes a viernes	8:00 a.m. – 5:00 p.m.
1 de mayo y 2 de mayo	lunes y martes	8:00 a.m. – 5:00 p.m.

Además, los lugares de votación anticipada serán identificados en el contrato firmado con el Condado de Gonzales.

Section 6. Applications for ballot by mail shall be received by the Gonzales Election Administrator at 427 St. George, Ste 306, Gonzales, Texas 78629 no later than close of business on April 25, 2023.

Sección 6. Las solicitudes de boletas por correo serán recibidas por el Administrador de Elecciones de Gonzales en 427 St. George, Ste 306, Gonzales, Texas 78629 hasta el cierre de operaciones el 25 de abril de 2023.

Section 7. This election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be

eligible to vote in the election. The City Secretary and Mayor are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carry out and conducting the election, whether or not expressly authorized herein.

- Sección 7. Esta elección se celebrará en conformidad con la Constitución del Estado de Texas y el Código Electoral, y todos los votantes habilitados residentes de la Ciudad serán elegibles para votar en la elección. Por la presente, se autoriza e instruye a la Secretaria de la Ciudad y al Alcalde a que tomen todas y cada una de las medidas necesarias para cumplir con las disposiciones del Código para realizar y celebrar la elección, sean expresamente autorizadas en la presente o no.
- Section 8. The Mayor and/or the City Secretary of the City of Gonzales are hereby authorized to execute and/or issue, for and on behalf of the City, such orders, documents, and forms as may, from time to time, be promulgated by the Secretary of State of the State of Texas in conjunction with the election herein ordained.
- Sección 8. Por la presente, se autoriza al Alcalde y/o la Secretaria de la Ciudad de la Ciudad de Gonzales a firmar y/o expedir para la Ciudad y en su nombre, ciertas órdenes, documentos y formas como pueda, periódicamente, promulgar la Secretaría del Estado de Texas en conjunto con la elección ordenada en este documento.
- Section 9. Said election shall be held in accordance with Texas Election Code and the Federal Voting Rights Act of 1965, as amended.
- Sección 9. Dicha Elección se llevará a cabo de acuerdo con el Código Electoral de Texas y la Ley Federal de Derecho al Voto de 1965 y sus enmiendas.
- Section 10. It is hereby declared to be the intention of the City Council of the City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- Sección 10. Por la presente, se declara que es intención del Consejo Municipal de la Ciudad que las frases, cláusulas, oraciones, párrafos y secciones de esta Ordenanza sean divisibles, y si cualquier frase, cláusula, oración, párrafo o sección de esta Ordenanza fuera declarado inconstitucional por el fallo o decreto válido de cualquier tribunal con competencia jurisdiccional, dicha inconstitucionalidad no afectará ninguna de las frases, cláusulas, oraciones, párrafos o secciones restantes de esta Ordenanza, debido a que la misma hubiera sido promulgada por el

Consejo Municipal sin la incorporación en esta Ordenanza de cualquiera de esas frases, cláusulas, oraciones, párrafos o secciones inconstitucionales.

Section 11. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

Sección 11. Por la presente, se halla y se determina oficialmente que la asamblea en la cual esta Ordenanza fue adoptada estuvo abierta al público y que se dio aviso público de la hora, el lugar y el propósito de dicha asamblea según lo exige la Ley de Asambleas Públicas en el Capítulo 551 del Código de Gobierno de Texas y sus enmiendas.

Section 12. This ordinance shall become effective immediately upon its passage.

Sección 12. Esta ordenanza entrará en vigencia inmediatamente después su aprobación.

PASSED AND ADOPTED this 19th day of January, 2023.

APROBADA Y ADOPTADA el 19 de enero de 2023.

Mayor (Alcalde), S.H. Sucher

ATTEST (ATESTIGUA):

Kristina Vega, City Secretary (Secretaria de la Ciudad)

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-13 Authorizing the Appointment of two Council Members to the Golden Crescent Regional Planning Commission for terms ending August 31, 2023

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Under the Golden Crescent Regional Planning Commission By-Laws it is time for the City Council to designate two representatives to the general assembly. These representatives shall be appointed by, and be a member of the City Council. The appointments are effective from September 1, 2021 through August 31, 2023. The functions of the General Assembly and Board of Directors candidates are below for review:

General Assembly

Meetings at least annually to

- Adopt an annual budget and membership dues schedules
- Adopt and amend the bylaws
- Review actions of the BOD
- Elect Executive Committee
- Appoint Standing Committee members
- Establish policy guidelines for direction of the BOD
- Resolve membership questions

Board of Directors

Meetings as called by President (or scheduled- which is typically once per quarter)

- Propose an annual budget and membership dues schedules
- Establish or dissolve committees
- Appoint, fix salary of, and/or remove Executive Director
- Recommend and approve regional policies, studies, plans
- Authorize all employee positions recommended by the Executive Director

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Letter from Golden Crescent Regional Planning Commission

STAFF RECOMMENDATION:

Staff respectfully requests City Council take the action deemed appropriate

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE APPOINTMENT OF TWO COUNCIL MEMBERS TO THE GOLDEN CRESCENT REGIONAL PLANNING COMMISSION FOR TERMS ENDING AUGUST 31, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Golden Crescent Regional Planning Commission is requesting the City Council appoint two members to serve on the General Assembly and Board of Directors; and,

WHEREAS, the representatives shall be appointed by, and be a member of the City Council; and,

WHEREAS, the City Council of the City of Gonzales hereby finds it in the City's best interest to appoint two Council Members to represent the city with the Golden Crescent Planning commission for terms ending August 31, 2023.

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 appoints _____ to the General Assembly and _____ to the Board of Directors of the Golden Crescent Regional Planning Commission for terms ending August 31, 2023.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



GOLDEN CRESCENT REGIONAL PLANNING COMMISSION
 GOLDEN CRESCENT ECONOMIC DEVELOPMENT DISTRICT
 1908 N LAURENT ST, STE 600, Victoria, Texas 77901-5499
 361.578.1587 361.578.8865

EXECUTIVE COMMITTEE

President

Alonzo Morales
 Commissioner, Goliad County

1st Vice-President

Tony Allen
 Councilman, City of Cuero

2nd Vice-President

Alice Jo Summers
 Mayor, City of Hallettsville

3rd Vice-President

Clinton Tegeler
 Mayor, City of Ganado

Secretary-Treasurer

Robin Alaniz
 Alderwoman, City of Goliad

Director-at-Large

Chris Jackson
 Councilman, City of Edna

Director-at-Large

Julio Espinosa
 Municipal Judge, Edna

Director-at-Large

Jeffery Tunnell
 Executive Director, Gulf Bend
 Center

Immediate Past President

Josephine E. Soliz
 Councilwoman, City of Victoria

Deputy Executive Director

Cindy Skarpa

Executive Director

Michael Ada

Mayor S.H. Steve Sucher
 City of Gonzales
 820 St. Joseph Street
 Gonzales, TX 78629

December 20, 2022

RE: GCRPC Voting Delegates

Dear Mayor Sucher,

City of Gonzales' membership in the Golden Crescent Regional Planning Commission (GCRPC), provides the city with the opportunity to annually appoint and nominate a member of City Council for the following:

- ❖ One (1) General Assembly Voting Delegate.
- ❖ One (1) Board of Directors' Voting Delegate.

The General Assembly, GCRPC's policy body, meets at least annually. The Board of Directors', GCRPC's Governance Body meets once a quarter. Terms end August 31st annually.

Gonzales' current Voting Delegates representative are:

Board of Directors' Voting Delegate	Vacant
General Assembly Voting Delegate	Councilperson Bobby O'Neal

Please fill in and return the attached form after City Council's approval on or before January 31st, 2023. If you have any questions or need any additional information please contact our Member Services Coordinator, Rebecca Spears, by phone at (361) 578-1587, ext. 312, or by email at rebeccas@gcrpc.org.

Sincerely,


 Michael Ada
 Executive Director

Nomination Form

DUE DATE: January 31st, 2023

Please identify your Voting Delegates below.

	General Assembly Nominee Information
Name:	
Title:	
Mailing Address:	
Email Address:	
Phone Number:	

	Board of Directors' Nominee Information
Name:	
Title:	
Mailing Address:	
Email Address:	
Phone Number:	



X

Printed Name

X

Sign & Date

Please indicate below the date on which the above designations were approved by the Commissioners Court / City of Council / Board of Directors'.

_____ 2023

Submit all nominations to our member services liaison, R. Spears, by emailing rebeccas@gcrpc.org, or mailing to her attention at 1908 N. Laurent St., Suite 600, Victoria, TX 77901.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-14 Authorizing the City Manager to Execute an Amendment to the previously approved Agreement with Gonzales Dog Adoptions, increasing the dollar amount of funding from \$27,600.00 to \$41,856.64

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The agreement between the City of Gonzales and the Gonzales Dog Adoptions must be renewed annually. At the September 8, 2022 meeting, the City Council approved the Fiscal Year 2022-2023 Budget. Within said budget, funding was allocated for the Gonzales Dog Adoptions in an amount of \$27,600.00. During the October 13, 2022 meeting, the City Council approved the necessary agreement for GDA based on the dollar amount budgeted for the current fiscal year. The agreement was presented to GDA for signature following that meeting, but the agreement was not signed. At the November 17, 2022 City Council meeting, the GDA requested an increase in funding. The City Manager then engaged in discussions with GDA regarding the funding amount and the terms of the agreement and determined that the agreement is mutually beneficial. However following the discussions an increase in funding was decided to be in the best interest of both parties. The current agreement is for a one-year period and expends an annual amount of \$27,600.00 and will be increased to \$41,856.64 for the remaining eight months of the fiscal year.

POLICY CONSIDERATIONS:

This agreement is consistent with what has been done in years past.

FISCAL IMPACT:

The funds are currently budgeted in Account 100-7-504.411 Special Contracts for the amount of \$27,600.00. GDA has received funding in the amount of \$2,300.00 monthly since October 1, 2022 without signing the agreement, and staff is requesting to increase the funding to \$4,082.08 for the remaining eight months of this fiscal year. This will increase the total funding amount from \$27,600.00 to \$41,856.64 for FY2022-2023. A budget amendment will be provided at a later date to reflect the increase in funding.

ATTACHMENTS:

City of Gonzales Agreement with Gonzales Dog Adoption 2022-2023

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this agreement.

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PREVIOUSLY APPROVED AGREEMENT WITH GONZALES DOG ADOPTIONS, INCREASING THE DOLLAR AMOUNT OF FUNDING FROM \$27,600.00 TO \$41,856.64; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the agreement between the City of Gonzales and the Gonzales Dog Adoptions must be renewed annually; and

WHEREAS, on September 8, 2022, the City Council adopted the Budget for Fiscal Year 2022-2023 to include funding to GDA in the amount of \$27,600.00, to be paid in equal monthly payments of \$2,300.00; and

WHEREAS, on October 13, 2022, the City Council approved the agreement for the funding to Gonzales Dog Adoptions in the amount of \$27,600.00; and

WHEREAS, at the November 17, 2022 City Council meeting the Gonzales Dog Adoptions requested additional funds for shelter operations; and

WHEREAS, the City has paid Gonzales Dog Adoptions \$2,300.00 per month for the months of October, November, December and January as compensation for management and operation of the Gonzales Dog Shelter; and

WHEREAS, the City will increase the funding amount to \$4,082.08 monthly for the remaining eight months of Fiscal Year 2022-2023; and

WHEREAS, the City Council hereby finds that entering said agreement and expending the funds contemplated therein is in the best interest of the City and its citizens, and serve 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 having found a public purpose for the contemplated expenditure of funds, hereby authorizes the City Manager to execute the Agreement attached hereto as Exhibit A, and further authorizes them to make any non-substantive changes after review by the Gonzales Dog Adoptions. The City Council reserves the right to review any funding obligations on an annual basis, consistent with the Texas Constitution and City Charter.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**CITY OF GONZALES
GONZALES DOG ADOPTION, INC. AGREEMENT**

This agreement is entered into by and between the City of Gonzales, a Texas Municipal Corporation, and political subdivision, hereinafter referred to as “the City” acting by and through its Interim City Manager, and the Gonzales Dog Adoption, Inc., hereinafter referred to as “GDA”, acting by and through its President.

WITNESSETH:

WHEREAS, the GDA provides care for dogs who are picked up by Gonzales Animal Control; and

WHEREAS, the City finds the services provided by GDA promotes the health, safety, morals and or general welfare of the residents of the city; and

WHEREAS, GDA is duly incorporated under Texas State Law as a nonprofit, charitable corporation, and under the provisions of Section 501c (3) of the Internal Revenue Code; and

WHEREAS, GDA will utilize the Gonzales Dog Shelter; and

WHEREAS, the City Council deems it advisable and in the best interest of the City to contract with GDA for the management and control of the Gonzales Municipal Dog Adoption.

It is therefore agreed by the parties hereto, in consideration of the mutual covenants and promises herein contained, as follows:

1. The terms of this Agreement shall commence on October 1, 2022 and end September 30, 2023.

2. The City authorizes GDA to utilize the property known as the Gonzales Municipal Dog Adoption, hereinafter referred to as “Gonzales Dog Shelter”, located at 400 CR 488 in Gonzales, TX, for the purpose of this agreement.

3. The City has paid GDA \$2,300.00 per month as compensation for management and operation of the Gonzales Dog Shelter for the months of October, November, December and January, and will increase the payment for the remaining months of this fiscal year to \$4,082.08 monthly.

4. The City hereby recognized GDA as a nonprofit corporation organized for the purpose of operating the Gonzales Dog Shelter. GDA shall be permitted to use the Gonzales Dog Shelter in connection with any and all activities related to the purpose of GDA as described by its bylaws, as well as activities pursuant to the Agreement.

5. GDA shall open the Gonzales Dog Shelter to the public, at a minimum, during the hours of 10:00 a.m. - 3:00 p.m. Monday through Sunday, so as to be of service to the general

public. The stated hours of operation are not applicable during holidays. During said hours, the Gonzales Dog Shelter shall be under the care and responsibility of GDA.

6. GDA shall be responsible for and have complete authority and exclusive rights to the adoption efforts of Dogs at the Gonzales Dog Shelter. This authority shall include, but not be limited to, decisions regarding medical care, euthanasia, and all other operating and managerial decisions.

7. GDA shall be totally responsible for and have complete authority and exclusive right to the collection, handling, and an account for any funds, supplies or equipment received by them and in their name, for the benefit of the Gonzales Dog Shelter. Said funds shall include, but not be limited to fundraisers, adoption donations and fees, and charitable donations. GDA shall provide the City with a summary of financial activity in the form of annual statements of income and expenses presented to City Council during the September Council Meeting.

8. The City shall continue to perform its annual control and humane enforcement responsibilities.

9. GDA shall have complete responsibility for the implementation of the City's statutory responsibilities during the impoundment period of an unowned or identified/unknown owned stay at the Gonzales Dog Shelter. Dogs that are brought to the Gonzales Dog Shelter by the City Division of Animal Control shall become the responsibility of GDA. At the time of drop-off, the City shall be responsible for providing complete information concerning all incoming dogs, such exact location found, name and telephone number of finders, circumstances regarding impoundment, ownership status, known medical history, temperament and similar information. GDA will ensure that state impound requirements are met.

10. GDA shall be responsible for scheduling non-emergency animal intake.

11. Quarantine services are not part of this Agreement and will continue to be handled per City ordinance. Dogs involved in a human bite shall be evaluated and dealt with per state laws and regulations.

12. In consideration for the health risks involved in handling Dogs, the City shall if requested by GDA purchase and administer rabies pre-exposure inoculations (up to six shots) to GDA volunteers annually.

13. Dogs brought to the Gonzales Dog Shelter by the Animal Control Officer at times other than the official operating hours will be put in an empty intake cage in the Dog Shelter clinic or Morgan building and GDA will be notified.

14. During the required impoundment period, GDA shall assume full responsibility for the feeding, cleaning, care and maintenance of the dogs.

15. The City hereby assigns all impoundment and release fees to GDA. The collection of said fees is the responsibility of GDA. Pick-up fees and fines are the property of the City.

16. After the required impoundment period, GDA shall continue to assume full responsibility for and exclusive rights to the dogs at the Gonzales Dog Shelter until the dog is adopted or euthanized.

17. The City Division of Animal Control shall remain responsible for the animal control responsibilities as specified by the City, except as herein contracted by GDA.

18. GDA shall maintain the Gonzales Dog Shelter in a clean and sanitary condition as provided by State of Texas regulations. Any maintenance or repairs on said improvements shall be the responsibility of GDA. Before structural changes or additions are made at the facility, GDA shall first obtain written consent of the Chief of Police.

19. The City official to be notified by GDA in the event major repairs are required shall be the Chief of Police. The distinction between minor routine maintenance and repairs to be provided by the GDA and major items to be provided by the City shall be made on the basis of cost. Any one such item exceeding \$1,000.00 shall be deemed a major item to be provided by the City. The City shall be responsible for all utility charges.

20. The City recognizes GDA's right to function as an autonomous organization and will not interfere with GDA's internal operations.

21. **GDA must indemnify, defend and hold harmless the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the GDA occupancy of the Property or activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of GDA, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.**

GDA must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, invitees and other persons, as well as their property, while in or on the Property. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of GDA, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects which may now exist, or which may hereafter arise upon the Premises, responsibility for any and all such defects being expressly assumed by GDA. This indemnity provision applies to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

The City and GDA must provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the GDA or City, and the City may compromise and defend the same to the extent of its own interests.

Both City and GDA expressly intend that the indemnity provided for in this contract is indemnity by GDA to indemnify and protect the City from the consequences of the City's own negligence while City is participating in this agreement where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the sole negligence of the City, unmixed with the fault of any other person or entity.

22. The City shall insure the property during the term of the agreement, and GDA must provide and maintain the following types and amounts of insurance throughout the term of this Agreement:

- A. Commercial (Public) Liability including, but not limited to:
 - 1. Premises/Operations
 - 2. Independent Contractors
 - 3. Contractual Liability insuring the indemnity agreement in this Agreement.
Minimum limits: \$1,000,000 combined single limit for bodily injury and property damage.
- B. GDA must provide a Certificate of Insurance evidencing the required coverage type and amounts. City may terminate this Agreement if GDA fails to comply with all insurance requirements. Required insurance must be issued by a company of sound and adequate financial responsibility and authorized to do business in Texas. All policies are subject to examination and approval by the Interim City Manager for their adequacy as to content, form of protection, and providing company.
- C. Insurance naming the City as additional insureds must be primary insurance and not contributing with any other insurance available to the City, under any third-party liability policy.
- D. GDA further agrees that the required liability insurances and their certificates must:
 - 1. Name the City as an additional insured for operations under this Agreement.
 - 2. Provide for 30 days advance written notice of cancellation or material change.
 - 3. Provide for a waiver of subrogation in favor of the City.

23. GDA shall be responsible for the control of the population in the Gonzales Dog Shelter. This may be accomplished in any way deemed appropriate to GDA, including, but not limited to, enhanced adoption efforts, fostering programs and euthanasia, when necessary, provided it is in compliance with State regulations.

24. Keys to the Gonzales Dog Shelter designated incoming holding areas shall be provided to the City Division of Animal Control and GDA member.

25. The covenants and conditions herein contained shall be subject to applicable State statutes, rules and regulations governing the sanitary conduct and operation of the Gonzales Dog Shelter.

This Agreement to be signed _____ day of _____, 2023.

City of Gonzales

Gonzales Dog Adoption, Inc.

Tim Crow, City Manager

By:_____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-15 Authorizing the City Manager to Execute the Contract with ACP, Ltd. for the installation of the City's Trojan 3000 Plus UV disinfection system with ACP, Ltd.

DATE: January 19, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The city purchased a Trojan 3000 Plus UV disinfection system as part of last year's budget. The purchase did not include installation. Because the existing disinfection equipment is over 20 years old and can no longer be serviced or repaired due to parts no longer being made for this old model, there is a potential that if this existing equipment were to fail, the city would not be able to properly disinfect the wastewater exiting the plant and thus creating a public health and safety issue. Also, because of the specialized experience needed to install this equipment there are a limited number of contractors qualified to do this work. Staff has received a quote for installation from the manufacturer's recommended contractor.

POLICY CONSIDERATIONS:

As funds are available, the city should consider reconstructing and replacing old deteriorated water and wastewater equipment in order to provide safe ensure the health and safety of the public.

FISCAL IMPACT:

The City has budgeted \$176,904.00 within the 2022-2023 Fiscal Year in Account #230-7-730.650 Capital Replacement. The current quote from the contractor is \$170,179.48 which is within the budgeted amount. In addition, staff respectfully requests that the remaining budget of \$6,724 be approved as contingency for the project to cover the costs of any unexpected issues that may arise.

ATTACHMENTS:

Quote from Contractor

STAFF RECOMMENDATION:

Staff respectfully recommends the City execute a contract with ADP, Ltd in the amount of \$170,179.48 and allow a contingency amount of \$6,724 (the remainder of the budgeted amount) to cover any unforeseen issues during the installation of this equipment.

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH ACP, LTD. FOR THE INSTALLATION OF THE CITY'S TROJAN 3000 PLUS UV DISINFECTION SYSTEM; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Plan for Fiscal Year Budget 2022-2023 included the installation of the Trojan 3000 Plus UV disinfection equipment; and,

WHEREAS, the Council has determined the immediate installation of this equipment to be vital to protect the health and safety of the municipality's residents and the general public; and,

WHEREAS, as per Section 252.022 (a)(2) of the Local Government Code provides exceptions for a procurement necessary to preserve or protect the public health or safety of the municipality's residence; and,

WHEREAS, ACP, Ltd. has provided a quote within the budgeted amount for this installation and according to the manufacture of the equipment is duly qualified to perform this work; and,

WHEREAS, the City Engineer has evaluated the proposal and recommends entering into the contract with ACP, Ltd. based on demonstrated qualifications and knowledge of the specific project to be undertaken for the quoted amount of \$170,179.48; and,

WHEREAS, staff is requesting an additional funding amount of \$6,724 as contingency to fund any additional unforeseen issues that may arise during the installation of this equipment; and,

WHEREAS, the City Council finds that entering into an agreement for the installation of the Trojan 3000 Plus UV disinfection system is in the best interest of the City and its citizens and will further promote and protect 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 hereby authorizes the City Manager to execute the contract with ACP, Ltd. for the installation of the Trojan 3000 Plus UV disinfection system.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Gonzales WWTP UV Improvements
Project Cost Breakdown

Bid Breakdown					
Subcontractor Requirements					
Item No	Description	Unit Type	Unit Quantity	Unit Cost	Total
	Engineering & Testing, Surveying	LS	1.00	\$ 5,500.00	\$ 5,500.00
	Misc. Concrete(Housekeeping pads for transformer and HSC)	LS	1.00	\$ 6,145.00	\$ 6,145.00
	Newman Regency Start-up and Installation Assistance	LS	1.00	\$ 12,000.00	\$ 12,000.00
	Electrical, Controls, and Instrumentation	LS	1.00	\$ 35,000.00	\$ 30,000.00
	Misc. Subcontract	LS	1.00	\$ 3,000.00	\$ 3,000.00
A			Total Subcontract Requirements	\$	56,645.00
Materials					
Item No	Description	Unit Type	Unit Quantity	Unit Cost	Total
	Pipe Valves, Fittings	LS	1.00	\$ 2,000.00	\$ 2,000.00
	Pipe Valves, Fittings Overages	%	3.0%	\$ 2,000.00	\$ 60.00
	UV System(Provided By City)	LS	1.00	\$ -	\$ -
	Canopy System	LS	0.00	\$ 15,000.00	\$ -
	Misc Hardware(Anchor Bolts)	LS	1.00	\$ 1,000.00	\$ 1,000.00
	Davit Crane	LS	1.00	\$ 3,500.00	\$ 3,500.00
	Hydraulic Line Ducting for HSC	LS	1.00	\$ 2,500.00	\$ 2,500.00
	Grout within channel	LS	1.00	\$ 1,500.00	\$ 1,500.00
	Misc. Materials (Base Materials, Bedding materials)	LS	1.00	\$ 2,500.00	\$ 2,500.00
B			Total Material & Change Order Requirements	\$	13,060.00
Labor Requirements (Job Costed)					
Item No	Description	Unit Type	Unit Quantity	Unit Cost	Total
	Jobsite Supervision	Days	20	\$ 443.84	\$ 8,876.80
	Project Manager Time	LS	1	\$ 10,000.00	\$ 10,000.00
	Skilled Labor (4 Ea.), Pipe Layers, Piping Crew	Days	20	\$ 767.12	\$ 15,342.40
	Overtime	LS	1	\$ 8,000.00	\$ 8,000.00
C			Total Labor Requirements	\$	42,219.20
Equipment					
Item No	Description	Unit Type	Unit Quantity	Unit Cost	Total
	Backhoe	Months	1	\$ 2,300.00	\$ 2,300.00
	Reach Forklift	Months	1	\$ 3,400.00	\$ 3,400.00
D			Total Equipment Requirements	\$	5,700.00
General Conditions Requirements (Job Costed)					
Item No	Description	Unit Type	Unit Quantity	Unit Cost	Total
	Jobsite Waste Facility	Months	1	\$ 500.00	\$ 500.00
	Jobsite and Mobile Phone Expenses	Months	1	\$ 500.00	\$ 500.00
	Fuel, Oil & Vehicle Maintenance	Gallons	1000	\$ 5.00	\$ 5,000.00
	Subsistence	LS	1	\$ 15,000.00	\$ 15,000.00
	Equipment Hauling & Freight	LS	2	\$ 1,000.00	\$ 2,000.00
	Small Tools	Percent	1.00%	\$ 172,000.00	\$ 1,720.00
	Insurance: Payment/Performance Bonding	Percent	1.20%	\$ 172,000.00	\$ 2,064.00
	Outside Services (Photo & Documentation)	Percent	0.13%	\$ 172,000.00	\$ 223.60
	Outside Services (Fed-Ex, Postage)	Percent	0.13%	\$ 172,000.00	\$ 215.00
	Warranty	Percent	0.50%	\$ 172,000.00	\$ 860.00
	Misc. Expenses	Percent	1.20%	\$ 172,000.00	\$ 2,064.00
E			Total General Conditions Requirements (Job Costed) Requirements	\$	30,146.60
Summary					
Total Contractor's Cost all Requirements (A+B+C+D+E)				\$	147,770.80
Contractors General & Administrative Overhead (Non Job Costed) (Derived from "Total Overhead Allocated to Project" Above)				4.69%	\$ 6,937.82
Subtotal Bid with Overhead					\$ 154,708.62
Contractors Profit				10.00%	\$ 15,470.86
F			Bid Subtotal	\$	170,179.48

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-16 Approving the Sale of GEDC Property Generally Located at 510 St Paul St-The Lynn Theatre.

DATE: January 19, 2023

Type Agenda Item

Resolution

BACKGROUND:

At its December 19, 2022, meeting the Gonzales Economic Development Corporation (GEDC) voted to approve a motion authorizing the GEDC President to execute a real estate sales contract and a resolution which authorizes the President to execute any and all documents necessary to sell and convey the Lynn Theatre, property generally located at 510 St Paul Street, Gonzales, Texas, to Sydney Allen and Devon Warzecha; subject to the approval of the City Council of the City of Gonzales, Texas; subject to the property being restricted to an entertainment venue and that the marquee be preserved; and subject to the GEDC having the option to repurchase the property in the event that the Buyer does not commence construction within 24 months of acquisition of the property.

The GEDC recovered the Lynn Theatre in 2020 when the previous operator defaulted on their agreement. The building has since sat vacant and numerous repairs have been done including having the entire building professionally cleaned (\$78,000), replacing the roof (\$52,000), sign repairs (\$78,000), electrical work (\$2,831) HVAC (\$35,050), plumbing (\$280) and servicing the fire system (\$12,600.80). These are just a few of the expenses GEDC has incurred while owning the property. GEDC continues to pay monthly utility bills (\$15,000/year), annual property insurance (\$7,500/year), and keeping the building free from pests (\$610). According to GEDC records that can be validated, the community – which includes the Gonzales Area Development Corporation, the former County Revolving Loan Fund, and the Gonzales Economic Development Corporation, has more than \$700,000 invested in the building and equipment since 2008. To find a suitable buyer the board voted in June 2022, and City Council approved, listing the building for sale through the Phyliss Browning Company. The sales price which was determined by comparable sales was set at \$499,000.

Before GEDC made the decision on December 19, to accept the offer from Sydney Allen and Devon Warzecha, the board allowed three potential buyers to make public presentations and discussed the offers in closed session. GEDC attorney, Jeff Moore, was available by phone during open and closed sessions to answer questions the board had regarding all actions. Prior to receiving these three offers the GEDC board has had extensive open discussions regarding the sales price and has been counseled on the best way to determine the value. This includes referencing JC-0109 (1999) issued by the attorney general which addressed Type B corporations selling real property

unrelated to a project which would not allow a 4B community to sell real property without a Performance Agreement. GEDC is not selling the real property under a Performance Agreement but is selling the property with certain deed restrictions which include preserving the historic integrity of the building and restricting its use to an entertainment venue. These deed restrictions were determined from Council feedback and a consensus of the GEDC board members. The GEDC board recommends the sale to Sydney Allen and Devon Warzecha after determining it is the highest and best local offer that maintains the historical integrity of the building and will be used as an entertainment venue.

POLICY CONSIDERATIONS:

Local Government Code Sec. 272.001. NOTICE OF SALE OR EXCHANGE OF LAND BY POLITICAL SUBDIVISION; EXCEPTIONS. (b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land or interest or, in the case of land or an interest owned by a home-rule municipality, the fair market value may be determined by the price obtained by the municipality at a public auction for which notice to the public is published in the manner described by Subsection (a).

FISCAL IMPACT:

The GEDC will recoup a portion of the funds spent for the costs of maintenance to the building and grounds, utilities, insurance, and building improvements. GEDC records that can be validated, the community – which includes the Gonzales Area Development Corporation, the former County Revolving Loan Fund, and the Gonzales Economic Development Corporation has more than \$700,000 invested in the building and equipment since 2008.

ATTACHMENTS:

Real Estate Contract
Statement from Sage Capitol Bank
JC-0109 (1999) and LO-98-082 Fair Market Value
Deed

STAFF RECOMMENDATIONS:

The GEDC Board respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING AND APPROVING THE GONZALES ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION AND A TEXAS NON-PROFIT CORPORATION, TO EXECUTE A REAL ESTATE SALES CONTRACT AND ANY AND ALL DOCUMENTS NECESSARY TO SELL AND CONVEY BLOCK 33, LOT PT 2, GONZALES BLOCKS ADDITION, AN ADDITION TO THE CITY OF GONZALES, GONZALES COUNTY, TEXAS, AND GENERALLY LOCATED AT 510 SAINT PAUL STREET, GONZALES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, City Council of the City of Gonzales, Texas, authorizes and approves that the Gonzales Economic Development Corporation, a Type B economic development corporation, and a Texas non-profit corporation (hereinafter referred to as the “GEDC”), to execute a Real Estate Sales Contract, a copy of which is attached hereto as ***Exhibit A*** of this Resolution, and any and all real estate closing documents necessary for the GEDC to sell and convey Block 33, Lot PT 2, Gonzales Blocks Addition, an addition to the City of Gonzales, Gonzales County, Texas, and generally located at 510 St. Paul Street, City of Gonzales, Gonzales County, Texas (hereinafter referred to as the “Property”) consistent with the terms of said Real Estate Sales Contract.

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 authorize the GEDC President and/or Executive Director to execute the Real Estate Sales Contract, a copy of which is attached hereto as ***Exhibit A*** of this Resolution, and is incorporated herein for all purposes, and any and all real estate closing documents necessary for the GEDC to sell and convey the Property, and authorizes GEDC President, staff, and officers to take all actions necessary consistent with the terms of said Real Estate Sales Contract.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Real Estate Sales Contract]

Lynn Theater- 510 St. Paul Street

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2023-2 Amending the City of Gonzales Master Rate and Fee Schedule; adding admission rates for the museum for school trips and children under five years of age; and removing wording for waste disposal fees for clarification

DATE: January 19, 2023

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.

City staff is bringing forward two proposed amendments to the Master Rate and Fee Schedule. The museum staff is requesting that the admission be free for the Gonzales annual school trips and for children that are five years and under. The Water and Wastewater staff is requesting that the words "per load" be removed from the waste disposal fees. The Master Rate and Fee Schedule currently says "Per load for 501 to 1,000 gallons", but doesn't specify what the cost is for anything over 1,000 gallons. 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:

The Museum staff has already been allowing the free admission for the Gonzales annual school trips and for children that are five years and under so there is no fiscal impact to the City of Gonzales. Staff has already been billing correctly on the waste disposal fee, it is just further clarification.

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. 2023-2

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, AMENDING THE CITY OF GONZALES MASTER RATE AND FEE SCHEDULE; AMENDING ADMISSION RATES FOR THE MUSEUM FOR SCHOOL TRIPS AND CHILDREN UNDER FIVE YEARS OF AGE; AND REMOVING WORDING FOR WASTE DISPOSAL FEES FOR CLARIFICATION; 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, staff was 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, City staff is bringing forward two proposed amendments to the Master Rate and Fee Schedule; and

WHEREAS, the museum staff is requesting that the admission be free for the Gonzales annual school trips and for children that are five years and under; and

WHEREAS, the Master Rate and Fee Schedule currently says “Per load for 501 to 1,000 gallons”, but doesn’t specify what the cost is for anything over 1,000 gallons **and** the water and wastewater staff is requesting that the “per load” be removed from the waste disposal fees; 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 January 19, 2023.

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 19th day of January, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT "A"

MASTER RATE AND FEE SCHEDULE

Effective 01/19/2023

PERMITS AND LICENSE FEES -

The following is the Permit Fee Schedule for Commercial Construction: New/Addition and Remodel. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.

Plan Review Fee

Plan Review Permit Fee -per permit 50% of Permit Fee

COMMERCIAL CONSTRUCTION

Base Permit Fee \$100.00

NEW/ADDITION -(Project area per square foot: base permit fee plus price per square foot)

Project Area per Square Foot	Base Permit Fee Plus Price Per Square Foot
1-3,000	\$0.33
3001-10,000	\$0.22
10,001-20,000	\$0.11
20,001-40,000	\$0.09
40,001-50,000	\$0.05
50,000 and Up	\$0.03

REMODEL

1-3,000	\$0.11
3001-10,000	\$0.06
10,000 and Up	\$0.04

Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-Slab or Pier and Beam	\$27.50
2-Framing	\$27.50
3-Roof	\$27.50
4-Siding	\$27.50
5-Insulation	\$27.50
6-Drywall/Wall Covering	\$27.50
7-Trim/Accessories	\$27.50
8-Final	\$27.50
9-CSI Report	\$27.50

The following is the Permit Fee Schedule for Residential Construction: New/Addition and Remodel. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.

RESIDENTIAL CONSTRUCTION

Base Permit Fee	\$50.00
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NEW/ADDITION - (Project area per square foot: Base permit fee plus price per square foot

Project Area per Square Foot	Base Permit Fee Plus Price Per Square Foot
Per Square Foot	\$0.33

REMODEL

Per Square Foot	\$0.22
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Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-Slab or Pier and Beam	\$27.50
2-Framing	\$27.50
3-Roof	\$27.50
4-Siding	\$27.50
5-Insulation	\$27.50
6-Drywall/Wall Covering	\$27.50
7-Trim/Accessories	\$27.50
8-Final	\$27.50
9-CSI Report	\$27.50

The following is the Permit Fee Schedule for Accessory/Carport/Storage Permits. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.

ACCESSORY/CARPORT/STORAGE

Base Permit Fee	\$50.00
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Project Area per Square Foot	Base Permit Fee Plus Price Per Square Foot
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Per Square Foot	\$0.03
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Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-Site Verification	\$27.50
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The following is the Permit Fee Schedule for Electrical Permits. All Permits are calculated with a Base Permit Fee, Number of Devices, whether there is a New or Upgrade to Service, and the Inspections.

ELECTRICAL

Base Permit Fee	\$50.00
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Device Fee	\$0.55
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Service/Upgrade	\$55.00
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Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-Service	\$27.50
2-Rough-In	\$27.50
3-Final	\$27.50

The following is the Permit Fee Schedule for Plumbing Permits. All Permits are calculated with a Base Permit Fee, Number of Fixture/Faucets/Fittings, and the Inspections.

PLUMBING

Base Permit Fee	\$70.00
Fixtures/Faucets/Fittings (Fee for each)	\$2.20

Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-Building Sewer	\$27.50
2-Top Out	\$27.50
3-Trim Out	\$27.50
4-Final	\$27.50

The following are a combined Base and Inspection Fee

Building Drain	\$82.50
Water Service Line	\$82.50
Gas Test	\$82.50
Storm Drain	\$82.50
Grease Trap/Interceptor	\$82.50
Manholes	\$82.50
Medical Gas	\$82.50
Irrigation	\$82.50
Backflow Preventer	\$82.50

The following is the Permit Fee Schedule for Storage/Fuel/Oil Tanks. All Permits are calculated with a Base Permit Fee, Price per gallon, and the Inspections.

STORAGE/FUEL/OIL TANKS

Base Permit Fee	\$75.00
Per Gallon	Price Per Gallon
1-2,000	\$0.11
2,001-5,000	\$0.06
5,001 and Up	\$0.05

Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-Foundation	\$27.50
2-Piping/Pressure	\$27.50
3-Final	\$27.50

The following is the Permit Fee Schedule for Mechanical Permits. All Permits are calculated with a Base Permit Fee, Air Conditioner fee per ton, fee per each exhaust fan, Addition or Modification of Duct Work fee per outlet, and the Inspections.

HVAC

Base Permit Fee	\$50.00
Air Conditioner	\$5.50 per ton
Exhaust Fan	\$5.50 each
Add or Modify Duct	\$5.50 per outlet

Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-Rough-In	\$27.50
2-Final	\$27.50

The following is the Permit Fee Schedule for Asphalt or Concrete Permits. All Permits are calculated with a Base Permit Fee, Price per square foot, and the Inspections.

ASPHALT/CONCRETE

Base Permit Fee	\$50.00
Project Area	Price Per Square Foot
Per Square Foot	\$0.04

Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-REBAR/WIRE MESH	\$27.50
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SIGNS - The following permit fee shall be collected for each sign permit issued in addition to the inspection fee per sign.

Commercial Signs	\$50.00
Billboard Signs	\$125.00
Portable Signs	\$45.00
Portable Signs Leased	\$20.00
Inspections per sign	\$27.50

DEMOLITION/HOUSE LEVELING/ROOFING/FENCE PERMITS

Rebar/Wire Mesh -Base Fee and Inspection	\$27.50
Demolition -Base Fee and Inspection	\$50.00
House Leveling -Base Fee and Inspection	\$100.00
Roofing -Base Fee and Inspection	\$125.00

Fence Over 6' in height- Base Fee and Inspection

Base fee	\$50.00
Per linear foot	\$0.33
Inspection	\$27.50

OIL AND GAS WELL DRILLING AND PRODUCTION

Surface permit fee	\$2,000.00
Extended permit fee	\$250.00
Annual inspection fee	\$100.00
Follow-up inspection fee	\$100.00
Amended permit fee	\$500.00
Transfer permit fee	\$700.00
Appeal fee	\$2,300.00
Application fee	\$3,320.00

PEDDLER/SOLICITOR AND ITINERANT OR STREET VENDOR PERMITS

Inspection fee for electric and plumbing	\$27.50
For one year:	\$300.00
For six months:	\$200.00
For three months:	\$100.00
For one month:	\$60.00
For one week:	\$30.00
For one day:	\$15.00

GARAGE SALE PERMIT - First 4 garage sales are free per calendar year, two additional sales shall be allowed with permit fee of \$25 per garage sale.

MISCELLANEOUS FEES

Carnival license fee	\$250.00
Circus license fee	\$250.00
Amusement Redemption Machine Game Room License fee and Inspection	\$250.00
Taxicab license fee	\$50.00 annual license fee and \$10.00 for each and every taxicab operated by such person.
Carriage Permit fee	\$50.00

FILMING**Activity** **Cost per calendar day (maximum of 8 hours/day)**

Application fee for filming in the City	\$25.00
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$500.00 per day/\$100.00 per hour after 8 hours
Partial, nondisruptive use of a public building, park, right-of-way, or public area.	\$250.00 per day/\$50.00 per hour after 8 hours
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$50.00 per block, per day/\$10.00 per hour after 8 hours
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$25.00 per block, per day/\$5.00 per hour after 8 hours
Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles).	\$50.00 per block or lot, per day/\$10.00 per hour after 8 hours

EXCAVATIONS

Street Cutting Permit	\$50.00
Reinspection Fee on Any Project	\$27.50

FIRE SUPPRESSION SYSTEM

Underground fire line, standpipe/water system permit - <i>includes witnessing the hydrostatic testing of the underground water supply piping.</i>	\$250.00
Sprinkler system with 200 heads or less - <i>includes reviewing plans, inspecting, and witnessing the hydrostatic testing of the sprinkler system.</i>	\$500.00
Sprinkler system with over 200 heads - <i>includes reviewing plans, inspecting, and witnessing the hydrostatic testing of the sprinkler system.</i>	\$500 + \$0.50 each additional head \$1,500 maximum
Fire Pump	\$250.00
Fixed Pipe Suppression System - <i>includes reviewing plans, inspecting, witnessing the test of, and modification of fire extinguishing systems in kitchen vent hoods, duct, paint booths, and similar systems.</i>	\$150.00

CONTROL SYSTEM

Smoke Control System - <i>witnessing the testing of the building smoke control system.</i>	\$150.00
Ventilation Control System - <i>includes reviewing plans, inspecting, and witnessing the testing of the ventilation control systems for commercial cooking operations.</i>	\$50.00
Kitchen Hood System	\$50.00
Paint Booth	\$100.00

FIRE ALARM SYSTEM

Alarm system with 50 devices or less - <i>includes reviewing plans, inspecting, witnessing the testing of new fire alarm systems.</i>	\$200.00
Alarm system with over 51 initiating and/or signaling devices - <i>includes reviewing plans, inspecting, witnessing the testing of new fire alarm systems.</i>	\$200.00 + \$0.50 each additional device \$1,500.00 Maximum

HAZARDOUS MATERIALS

Flammable and Combustible Liquid Storage Tanks	\$250.00 (Per Tank)
Hazardous material incident response fee per hour	\$500.00

ANNUAL INSPECTIONS

Foster Home and Adoption Inspection	No charge
In Home Child and Adult Day Care, MHMR Homes, and Group Homes with less than 7 occupants	\$50.00
Large Child or Adult Day Care Centers	\$100.00
Hospitals, Nursing Homes, Assisted Living	\$200.00

These fees only apply to State licensed facilities that require annual fire inspections for operational permits. Non-profit governmental organizations are exempt from this section.

Mobile Food Vendors (Annual Fee)	\$100.00
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MODIFICATION PERMITS

Existing Fire Sprinkler System (Up to 20 sprinkler heads) - <i>includes reviewing plans, witnessing the testing of, inspecting, and approving limited modifications to existing systems.</i>	\$75.00
Existing Fire Alarm System (Up to 10 Initiating/Signaling Devices) - <i>includes reviewing plans, witnessing the testing of, inspecting, and approving limited modifications to existing systems.</i>	\$75.00
Existing Fixed Pipe Fire Suppression System	\$75.00
Existing smoke control system	\$75.00
Existing flammable or combustible liquids storage tank and/or system	\$75.00

BURN PERMIT

Burn Permit (30 days) - <i>Requires inspection of material prior to approval.</i>	\$50.00
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TENT PERMIT

Tent over 400 square feet - <i>includes inspection of tent once set up.</i>	\$50.00
Tent 601-1000 square feet - <i>includes inspection of tent once set up.</i>	\$75.00
Tent more than 1000 square feet - <i>includes inspection of tent once set up.</i>	\$100.00

OTHER

Fire Hydrant Flow Test - <i>includes witnessing of the flow test.</i>	\$100.00
Permit Extension Fee - <i>only one extension per permit allowed.</i>	1/2 initial fee
Re-Inspection of Re-Test Fee - <i>required for any failed inspection or test.</i>	\$50.00
After hours inspection - <i>requires prior approval.</i>	\$50.00
No permit	Triple the Permit Fee
Low Water Crossing Rescue fee	\$400.00
Certificate of Occupancy (Include inspection)	\$82.50
Recertification (include inspection)	\$10.00

SUBDIVISION

Minor Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre
Vesting Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre
Filing Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre
Replat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre
Development plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre
Amended plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre
Plats-ETJ (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre
Planning & Zoning Commission Fee	\$500.00
Zoning Board of Adjustment	\$500.00
Zoning Verification Letter	\$100.00

Professional Services Fee

Professional Services Fee = Actual Cost

Actual Cost

Applicant may be responsible to pay additional fees for any application review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviewers, inspectors, etc.). To the extent possible, City Staff will provide the Owner/Applicant with an estimate of fees should outside consultation be required.

ALCOHOL BEVERAGE

Alcohol Beverage Permit Fee (1/2 of the fees established by the TABC) 1/2 of fee established by the TABC

SEXUALLY ORIENTED BUSINESSES

Sexually Oriented Businesses - application fee for new	\$1,500.00
Sexually Oriented Businesses - application fee for renewal	\$750.00
Sexually Oriented Businesses - application fee for new manager or entertainer license	\$150.00
Sexually Oriented Businesses - application fee for renewal of a manager or entertainer license	\$75.00

PARKS & RECREATION

Pavilion Rental - <i>deposit returned after certain conditions are met for the following :</i>	\$75 rental fee, \$50 deposit
Market Square	\$75 rental fee, \$50 deposit
Museum Amphitheater	\$75 rental fee, \$50 deposit
Pavilion -Brickyard	\$75 rental fee, \$50 deposit
Pavilion - East Avenue Lions	\$75 rental fee, \$50 deposit
Pavilion - Lions	\$75 rental fee, \$50 deposit
Pavilion - Rotary	\$75 rental fee, \$50 deposit
Pavilion - Rotary Jr.	\$50 rental fee, \$50 deposit
Soccer Field Rental Fee per Field	\$75 rental fee per field, \$50 deposit per field
Soccer Field Lights Rental per Field	\$30.00
User Fee per Volleyball Court	\$25 rental fee with \$25 deposit
User Fee for lights at Volleyball Court (Not per Court)	\$30.00
Quadruplex Rental per Field	\$75 rental fee with \$75.00 deposit
Quadruplex User Fee for Lights per field	\$30.00
Little League Facility Rental per Field	\$75 rental fee with \$75.00 deposit
Little League User Fee for Lights per field	\$30.00
Swimming Pool Admission	\$3.00
Swimming Pool Reservation Deposit	\$25.00
Swimming Pool Reservation with lifeguards (1-50 swimmers)	\$125.00
Swimming Pool Reservation with lifeguards (51-75 swimmers)	\$150.00
Swimming Pool Reservation with lifeguards (76-100 swimmers)	\$175.00
Old Showbarn Rental	\$50 rental fee, \$50 deposit

Old Arena Rental	\$100 rental fee, \$50 deposit
Old Arena lights usage per day	\$30.00
RV Sites in Independence Park - Daily	\$35.00
RV Sites in Independence Park - Weekly	\$210.00
RV Sites in Independence Park - Monthly	\$500.00
Disc Golf	\$75 rental fee, \$50 deposit

CEMETERY

Cemetery Grave Space/Interment Right	\$400.00
Interment Transfer	\$25.00
Interments	\$100.00
Disinterments	\$50.00
Permit/Inspection Fee (curb and monument placement)	\$25.00

GOLF COURSE

Water Sales	\$1.00
Concession	\$0.92
Gatorade	\$1.39
Monday - Thursday Green Fees (9 holes)	\$12.00
Friday - Sunday Green Fees (9 holes)	\$17.00
Monday - Thursday Green Fees (18 holes)	\$17.00
Friday - Sunday Green Fees (18 holes)	\$22.00
Monday - Thursday Green Fees (9 holes) for Veterans, military and seniors	\$10.00
Friday - Sunday Green Fees (9 holes) for Veterans, military and seniors	\$12.00
Monday - Thursday Green Fees (18 holes) for Veterans, military and seniors	\$15.00
Friday - Sunday Green Fees (18 holes) for Veterans, military and seniors	\$17.00
Juniors Green Fees	\$10.00
Monday - Thursday rental of entire golf course for 1/2 day	\$500.00
Friday-Sunday rental of entire golf course for 1/2 day	\$600.00
Monday - Thursday rental of entire golf course for entire day	\$1,000.00
Friday-Sunday rental of entire golf course for entire day	\$1,200.00
Cart Rental 9 holes	\$12.00
Cart Rental shared by 2 golfers - each	\$6.00
Cart Rental with 1 golfer	\$8.50
Cart Rental with 1 golfer and 1 rider	\$12.00
Cart Rental 18 holes	\$20.00
Cart Rental shared by 2 golfers - each	\$10.00
Cart Rental with 1 golfer	\$15.00
Cart Rental with 1 golfer and 1 rider	\$20.00
Annual membership -single	\$400.00
Annual membership -family	\$500.00
Annual membership -junior	\$100.00
Cart Stall rental - inside	\$200.00
Cart Stall rental - outside	\$250.00
Scramble on Wednesday has twilight fee	
Green fee	\$5.00
Cart	\$5.00

ANIMAL CONTROL FEES

Daily Boarding fee	\$10.00
Impounding/Pickup fee	\$25.00
Subsequent Impounding/Pickup fee occurring with 12 month period	\$50.00
Loan of live traps per day	\$1.00
Horse Permit	\$25.00

AIRPORT

Old T-hangar monthly rent	\$175.00
New T-hangar monthly rent	\$225.00
Small hangar monthly rent	\$300.00
Big hangar monthly rent	\$600.00

LIBRARY

Black and white copy per page	\$0.15
Colored copy per page	\$0.50
Daily overdue fee for books, magazines and audio books with maximum fine of \$30 if the item is returned in good condition.	\$0.25
Daily overdue fee for DVDs and Blu-Rays with maximum fine of \$25 if returned in good condition.	\$1.00
Lost or damaged items cost the patron what the City paid for it.	Cost of Replacement

MUSEUM

Admission Fee - Adult	\$5.00
Admission Fee - Child (Free admission to Gonzales annual school trips and for children that are five years and under)	\$3.00

JB WELLS PARK

Arena security deposit is 1/2 of full rental rate	
Arena daily rental -Monday-Thursday	\$400.00
Arena daily rental - Friday-Sunday and holidays	\$600 for 1st day
Arena daily rental - Friday-Sunday and holidays	\$550 for 2nd day
Arena daily rental - Friday-Sunday and holidays	\$500 for 3rd day
Laser and Timer	\$30.00
Stage Set-Up	\$25.00
Tractor	\$50.00
Panels Rental fee per panel - does not include setup	\$1.00
Panels Rental fee per panel -includes set up	\$2.50
Individual Rider - per horse	\$20.00
Individual Rider - per horse with lights	\$25.00
Individual Rider - per horse in outdoor arena	\$10.00
Stalls daily rental rate	\$25.00
Shaving per bag	\$10.00
Soccer Field Rental Fee per Field	\$75 rental fee per field, \$50 deposit per field
Soccer Field Lights Rental per Field	\$30.00
RV Sites in JB Wells Park - Daily	\$35.00
RV Sites in JB Wells Park - Weekly	\$210.00
RV Sites in JB Wells Park - Monthly	\$500.00
Reconnect fee	\$50.00
Expo (Security Deposit is 1/2 of rental rate)	
Expo daily rental - Monday-Thursday	\$750.00
Expo daily rental - Friday	\$1,000.00

Expo daily rental - Saturday	\$1,500.00
Expo daily rental - Sunday	\$1,000.00
Expo weekend package (Friday-Sunday)	\$3,250.00
Additional hours (per hour)	\$75.00
Expo City Set up	\$400.00
Expo City Clean up	\$400.00
Expo prior day set up	\$100.00
Expo clean up	\$100.00
Pavilion daily rental	\$250 rental rate, \$200 Security Deposit
Multipurpose showbarn daily rental	\$375 rental rate, \$150 Security Deposit
Sign -3x7 above the walkway in main entrance, annual fee	\$500.00
Sign - 4x8 above the bleachers, annual fee	\$500.00
Sign - 4x8 south side of arena, roping end, annual fee	\$500.00
Sign - 4x8 catwalk, annual fee	\$750.00
Sign - 17.5x3 announcer's stand, annual fee	\$3,500.00
Sign -2x3 walkway, front of arena, annual fee	\$200.00
Sign -4x8 show barn (must be metal), annual fee	\$200.00
Sign -4x8 stall barn, annual fee	\$200.00
Washing fee at Laundromat	\$2.00
Drying fee at Laundromat	\$1.00
Vendor Daily Fee	\$15.00
Vendor Weekly Fee	\$30.00

Service Calls

Serviceman dispatched at customer's request and trouble found to be customer's.

8:00 am to 5:00 pm, Monday-Friday	\$25.00
5:00 pm Friday - 8:00 am Monday and Holidays	\$50.00
Banners, Flags, or Ropes	\$100.00
Residential fee during office hours -reconnect	\$50.00
Residential fee after office hours -reconnect	\$75.00
R-1: Residential fee during office hours -reconnect (Master Metered Multiple Dwelling Units)	\$150.00
R-1: Residential fee after office hours -reconnect (Master Metered Multiple Dwelling Units)	\$300.00
SC: Small commercial fee during office hours -reconnect	\$50.00
SC: Small commercial fee after office hours -reconnect	\$75.00
LP-1: Medium Commercial fee during office hours -reconnect	\$100.00
LP-1: Medium Commercial fee after office hours -reconnect	\$150.00
LP-2: Large Commercial fee during office hours -reconnect	\$500.00
LP-2: Large Commercial fee after office hours -reconnect	\$700.00
LP-3: Large Commercial fee during office hours -reconnect	\$500.00
LP-3: Large Commercial fee after office hours -reconnect	\$700.00
Reconnect at the pole	\$100.00
Reconnect at the pole after hours	\$200.00
Same Day Connects	\$50.00
Damage of City Equipment or Facilities	Cost plus 10%
New Service	\$15.00
New Service Minimum Deposit Residential	\$200.00
New Service Deposit Commercial	6 months average, minimum \$300
New Service Deposit Industrial	6 months average, minimum \$300
Same Day Meter install (New Construction)	\$200.00
Additional meter review	\$25.00

Customer Service Report Inspection (Includes first and second)	\$35.00
Customer Service Report Inspection (Anything after second)	\$15.00
Payment Extensions	\$60.00
Return Check Fees	\$35.00
Credit Card Processing Fee	1.50%
Meters	
Meter tampering - 1st offense	\$250.00
Meter tampering - 2nd offense	\$500.00
ELECTRIC	
R: Residential Service	
Residential minimum monthly bill with no consumption	\$7.61
Residential customer charge	\$7.61
Residential energy charge per kwh	0.05154
R-1 Residential - Master Metered Multiple Dwelling Units	
Minimum monthly bill	\$7.61
Customer charge	\$7.61
Energy charge per kwh	0.05154
SC: Small Commercial	
Single phase minimum monthly bill with no consumption	\$8.62
Single phase customer charge	\$8.62
Three phase minimum monthly bill with no consumption	\$20.29
Three phase customer charge	\$20.29
Energy charge per kwh	0.05834
LP-1: Medium Commercial & Industrial - Demand >20 KW & <200 KW	
Minimum monthly bill	\$115.00
Customer charge	\$20.29
Demand charge per KW	\$5.07
Energy charge per kwh	0.03480
LP-2: Large Commercial & Industrial - Demand >200 KW & <3500 KW	
Minimum monthly bill	\$1,860.00
Customer charge	\$152.18
CP demand charge per KW	\$7.68
NCP demand charge per KW	\$0.98
Energy charge per kwh	0.02191
LP-3: Large Commercial & Industrial Demand > 3500 KW	
Minimum monthly bill	\$25,580.00
Customer charge	\$202.91
CP demand charge per KW	\$7.36
NCP demand charge per KW	\$0.96
Energy charge per kwh	0.02019
Power Cost Adjustment Charge	
Applies to all rate classes -variable per kwh	
Security Lights	
175 Watt Light per month	\$12.00

Security Light Installation

LED Lighting	\$235.00
150 HPS	\$125.00
150 HPS/Wood pole	\$350.00
Relocation light	\$125.00
Relocation light/pole	\$350.00
Metal Light Pole, only areas with URD	\$1,000.00

New Services and Service Upgrades (120/240V)

30' wood service pole	\$300.00
40' wood service pole	\$405.00
Temporary loop	\$150.00
100 Amp	\$200.00
200 Amp	\$250.00
320 Amp	\$400.00
Transfer Capacity fee per KVA	\$10.00

Single phase large 120/240V

400 amp CT meter system	\$600.00
Transfer Capacity fee per KVA	\$10.00

Three phase 120/240-120-208

400 amp CT meter system	\$750.00
Over 400 amp CT meter system	\$1,000.00
Transfer Capacity fee per KVA	\$10.00
Three Phase 277/480	Cost plus 10%
Three Phase Padmounts per KVA change to Three Phase Padmounts	Cost plus 10%
Primary Extensions	Cost plus 10%
Relocation of existing lines or pole removal	Cost plus 10%
Primary Line Clearances	\$250.00
Secondary Line Clearances	\$150.00

WATER**City Residential/Commercial/Industry Monthly Minimum Bill**

Customer Charge for a 3/4" Meter -City Base Rate	\$15.88
Customer Charge for a 1" Meter -City Base Rate	\$25.22
Customer Charge for a 1.5" Meter -City Base Rate	\$32.69
Customer Charge for a 2" Meter -City Base Rate	\$48.57
Customer Charge for a 3" Meter -City Base Rate	\$74.73
Customer Charge for a 4" Meter -City Base Rate	\$112.09
Customer Charge for a 6" Meter -City Base Rate	\$233.53
Customer Charge for a 3/4" Meter -Rural Base Rate	\$17.78
Customer Charge for a 1" Meter -Rural Base Rate	\$28.25
Customer Charge for a 1.5" Meter -Rural Base Rate	\$36.62
Customer Charge for a 2" Meter -Rural Base Rate	\$54.40
Customer Charge for a 3" Meter -Rural Base Rate	\$83.68
Customer Charge for a 4" Meter -Rural Base Rate	\$125.52
Customer Charge for a 6" Meter -Rural Base Rate	\$261.49

Tier Rates Non-Industrial

1 to 5,000 -City Rate per thousand	\$3.22
5,001 to 10,000 -City Rate per thousand	\$3.59
10,001 to 25,000 -City Rate per thousand	\$3.97
25,001 to 50,000 -City Rate per thousand	\$4.34
Over 50,000 -City Rate per thousand	\$4.64
1 to 5,000 -Rural Rate per thousand	\$3.60
5,001 to 10,000 -Rural Rate per thousand	\$4.02
10,001 to 25,000 -Rural Rate per thousand	\$4.44
25,001 to 50,000 -Rural Rate per thousand	\$4.87
Over 50,000 -Rural Rate per thousand	\$5.20

Tier Rates Industrial -Industrial defined as meter 2" or greater

1 to 5,000 -City Rate per thousand	\$3.22
5,001 to 10,000 -City Rate per thousand	\$3.59
10,001 to 100,000 -City Rate per thousand	\$3.96
100,001 to 1,000,000 -City Rate per thousand	\$3.21
Over 1,000,000 -City Rate per thousand	\$2.99
1 to 5,000 -Rural Rate per thousand	\$3.60
5,001 to 10,000 -Rural Rate per thousand	\$4.02
10,001 to 100,000 -Rural Rate per thousand	\$4.44
100,001 to 1,000,000 -Rural Rate per thousand	\$3.61
Over 1,000,000 -Rural Rate per thousand	\$3.35

BULK WATER

Deposit	\$300.00
Bulk Water Rate per thousand gallons	\$14.36

Water Meter Fee Schedule - Lue's per meter size meter installation fee - minimum/base fee - if actual cost (construction including labor) exceeds base fee, customer shall pay actual cost (construction including labor)

Meter Size 5/8", LUE 1 - Fee/LUE \$500	\$500.00
Meter Size 3/4", LUE 1 - Fee/LUE \$500	\$750.00
Meter Size 1", LUE 2.5 - Fee/LUE \$500	\$1,250.00
Meter Size 1.5", LUE 5 - Fee/LUE \$500	\$2,500.00
Meter Size 2", LUE 8 - Fee/LUE \$500	\$4,000.00
Meter Size 3", LUE 16 - Fee/LUE \$500	\$8,000.00
Meter Size 4", LUE 25 - Fee/LUE \$500	\$12,500.00
Meter Size 6", LUE 50 - Fee/LUE \$500	\$25,000.00
Meter Size 8", LUE 80 - Fee/LUE \$500	\$40,000.00
Meter Size 10", LUE 115 - Fee/LUE \$500	\$57,500.00

Replacement of broken water cut-off

The charge for the repair and/or replacement of a broken water cut-off.	100% of the actual costs to the City and labor.
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SEWER**Dwelling Containing Only One Unit -Per Month**

Residential (Winter Avg.) City Rate	\$13.46 per month, plus \$1.73 per thousand gallons water used based on winter average with a \$39.13 maximum monthly sewer charge
Residential/Commercial (New) Dwelling City & Rural Rate	\$21.30 until such time a winter average can be established

Dwelling Containing Two or More Units

City Base Rate	\$21.30 per month/per unit
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Industrial -Industrial defined as meter 2" or greater

City Base Rate	\$24.66 per month, plus \$2.70 for each 1,000 gallons of water used
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Store/Commercial Establishment, Not Otherwise Classified

City Base Rate	\$13.46 per month, plus \$1.73 per thousand gallons water used based on
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Apartment City

Minimum Charge Per Unit	\$24.66
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Volumetric Charge	\$0.00
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School

City Base Rate	\$13.46 per month, plus \$1.68 per thousand gallons water used
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Rural Dwelling Containing Only One Unit

City Base Rate	winter average with a \$44.73 maximum monthly sewer charge
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Rural Dwelling Containing Two or More Units

City Base Rate	\$21.50 per month/per unit
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Rural Industry

City Base Rate	\$30.27 per month, plus \$2.92 for each 1,000 gallons of water used.
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Rural Store/Commercial Establishment, Not Otherwise Classified

City Base Rate	\$18.50 per month, plus \$1.73 per thousand gallons water used based on winter
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Urban Commercial (Shopping Centers and Ice Plants)

City Base Rate	\$21.30 per month/per unit
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Housing Authority Units

City Base Rate	\$16.82 per month/per unit
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Winter Averaging

Based on water consumption for a three (3) month period each year consisting of the average of January, February, and March bills.

SEWER TAP FEE - minimum/base fee - if actual cost (construction including labor) exceeds base fee, customer shall pay actual cost (construction including labor)

Four inch (4") connection	\$1,500.00
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Six inch (6") connection	\$2,500.00
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Eight inch (8") connection	\$3,500.00
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Taps larger than eight inches (8") the customer shall pay the actual cost (construction including labor) cost.

WASTE DISPOSAL AT SEWER PLANT FEE

Deposit for Waste Disposal	\$300.00
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Per load for 1 to 500 gallons during working hours	\$45.00
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Per load for 1 to 500 gallons after hours	\$105.00
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Per load for 501 to 1,000 gallons during working hours	\$87.00
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Per load for 501 to 1,000 gallons after hours	\$130.00
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SEWER LINE CAMERA INSPECTION

\$300 first hour, \$150 for each additional

GARBAGE RATES**Residential Urban- Monthly Fee for 96 gallon cart**

Curbside Service once per week, includes one bulky a year	\$16.05
Extra Trash Cart	\$7.13

Residential Rural- Monthly Fee for 96 gallon cart

Curbside Service once per week	\$18.59
Extra Trash Cart	\$7.13
Recycle every other week	\$12.40

Commercial Hand Pickup- Monthly Fee for 96 gallon cart

Curbside Service once per week	\$37.86
Extra Trash Cart	\$37.86
Recycle every other week	\$12.62
Recycle every week	\$25.24

BRUSH COLLECTION RATES

Monthly Fee	\$5.00
Fee for each additional 15 minute period when the loading time exceeds 15 minutes per pickup	\$20.00

WASTE DROP-OFF (Bulky Waste, Refuse)

Truck Load fee	\$25.00
Trailer Load, up to 16 foot	\$200.00

FINANCIAL REPORTS FOR FUNDS AS OF 12/31/2022

CASH & INVESTMENT BY FUND AS OF 12/31/2022

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

100-GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
401-TAX REVENUE	2,949,856.00	336,323.72	822,979.86	27.90	0.00	2,126,876.14
402-FRANCHISE REVENUE	1,995,900.00	110,971.81	428,665.85	21.48	0.00	1,567,234.15
403-LICENSE/FEE/PERMITS	92,270.00	9,672.60	19,931.34	21.60	0.00	72,338.66
404-PARKS FEES REVENUE	293,310.00	15,049.95	65,330.74	22.27	0.00	227,979.26
405-MUNICIPAL COURT REVEN	58,075.00	5,190.71	16,959.43	29.20	0.00	41,115.57
406-MISCELLANEOUS REVENUE	787,958.00	30,559.44	107,432.96	13.63	0.00	680,525.04
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	20,000.00	10,598.60	29,286.56	146.43	0.00	(9,286.56)
409-OTHER FINANCING REVEN	131,410.00	0.00	175,351.73	133.44	0.00	(43,941.73)
410-TRANSFERS	2,832,618.00	224,799.16	682,221.48	24.08	0.00	2,150,396.52

*** TOTAL REVENUES ***	9,161,397.00	743,165.99	2,348,159.95	25.63	0.00	6,813,237.05
=====						
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	84,966.00	2,995.01	14,414.33	17.01	38.90	70,512.77
102-CITY MANAGER DEPART	173,019.50	7,555.01	23,546.71	13.61	0.00	149,472.79
103-COMMUNITY DEVELOPMENT	212,459.00	11,702.41	40,291.00	18.96	0.00	172,168.00
104-NON-DEPARTMENTAL	594,772.00	36,779.53	156,671.41	26.34	0.00	438,100.59
105-MAIN STREET DEPARTMEN	119,785.00	8,027.78	27,360.50	22.84	0.00	92,424.50
106-ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
107-BUILDING MAINTENANCE	280,421.00	14,531.95	59,765.15	21.31	0.00	220,655.85
108-CITY SECRETARY DEP	186,150.00	12,514.55	42,154.85	22.65	0.00	143,995.15
109-FINANCE DEPARTMENT	311,672.50	18,730.20	58,975.45	18.92	0.00	252,697.05
110-HOTEL/MOTEL	0.00	0.00	0.00	0.00	0.00	0.00
201-PARKS DEPARTMENT	730,292.00	37,028.67	153,111.99	24.32	24,497.56	552,682.45
202-SWIMMING POOL DEPARTM	28,425.00	0.00	344.58	1.21	0.00	28,080.42
204-RECREATION DEPARTMENT	18,314.00	0.00	263.00	1.44	0.00	18,051.00
206-INDEPENDENCE GOLF CO	301,199.00	17,474.66	63,601.52	21.12	0.00	237,597.48
301-FIRE DEPARTMENT	1,579,550.00	93,416.05	321,487.82	22.20	29,202.96	1,228,859.22
501-POLICE DEPARTMENT	2,768,595.00	170,774.93	665,291.57	24.54	14,002.35	2,089,301.08
504-ANIMAL CONTROL DEPART	186,241.00	11,419.59	41,033.99	22.03	0.00	145,207.01
550-MUNICIPAL COURT DEPT.	113,216.00	6,528.66	24,324.09	21.48	0.00	88,891.91
602-AIRPORT DEPARTMENT	130,820.00	14,149.34	24,611.67	18.81	0.00	106,208.33
603-STREETS DEPARTMENT	751,550.00	26,694.11	184,333.91	25.21	5,155.37	562,060.72
650-LIBRARY DEPARTMENT	310,366.00	21,557.00	75,172.91	24.22	0.00	235,193.09
660-MUSEUM DEPARTMENT	98,085.00	4,579.02	60,457.22	62.37	723.06	36,904.72

*** TOTAL EXPENDITURES ***	8,979,898.00	516,458.47	2,037,213.67	23.51	73,620.20	6,869,064.13
=====						
** REVENUES OVER (UNDER) EXPENDITURES **	181,499.00	226,707.52	310,946.28	130.76	(73,620.20)	(55,827.08)
=====						

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

203-JB WELLS PARK FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
404-PARKS FEES REVENUE	754,150.00	12,075.00	102,739.67	13.62	0.00	651,410.33
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	754,150.00	12,075.00	102,739.67	13.62	0.00	651,410.33
EXPENDITURE SUMMARY						
203-JB WELLS PARK	935,649.00	38,799.99	135,782.85	14.60	782.54	799,083.61
*** TOTAL EXPENDITURES ***	935,649.00	38,799.99	135,782.85	14.60	782.54	799,083.61
** REVENUES OVER(UNDER) EXPENDITURES **	(181,499.00)	(26,724.99)	(33,043.18)	18.64	(782.54)	(147,673.28)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

210-ELECTRIC FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	0.00	0.00	0.00	0.00	0.00	0.00
710-ELECTRIC DEPARTMENT	10,880,143.00	758,830.92	2,477,666.86	22.77	0.00	8,402,476.14
750-REVENUE COLLECTION	279,802.00	18,822.29	58,510.36	20.91	0.00	221,291.64
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	11,159,945.00	777,653.21	2,536,177.22	22.73	0.00	8,623,767.78
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,706,897.00	865,194.66	2,748,153.63	30.92	562,927.16	7,395,816.21
750-REVENUE COLLECTIONS	304,792.00	17,663.50	58,511.65	19.20	0.00	246,280.35
809-HYDRO PLANT CONST.	146,000.00	0.00	0.00	0.00	0.00	146,000.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	11,157,689.00	882,858.16	2,806,665.28	30.20	562,927.16	7,788,096.56
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	2,256.00	(105,204.95)	(270,488.06)	942.16-	(562,927.16)	835,671.22
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

220-WATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
300-CAPITAL PROJECTS-BUS	0.00	0.00	0.00	0.00	0.00	0.00
720-WATER PRODUCTION DEPT	3,108,450.00	211,290.83	711,213.67	22.88	0.00	2,397,236.33
*** TOTAL REVENUES ***	3,108,450.00	211,290.83	711,213.67	22.88	0.00	2,397,236.33
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,298,310.00	200,797.04	540,334.45	25.07	35,808.70	1,722,166.85
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	2,298,310.00	200,797.04	540,334.45	25.07	35,808.70	1,722,166.85
** REVENUES OVER(UNDER) EXPENDITURES **	810,140.00	10,493.79	170,879.22	16.67	(35,808.70)	675,069.48

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

230-WASTEWATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,775,500.00	121,563.72	371,782.84	20.94	0.00	1,403,717.16
731-W/W GRANT PROJECTS	0.00	3,847.88	329,314.13	0.00	0.00	(329,314.13)
*** TOTAL REVENUES ***	1,775,500.00	125,411.60	701,096.97	39.49	0.00	1,074,403.03
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,663,508.00	64,429.51	546,555.42	33.66	13,338.00	1,103,614.58
731-W/W GRANT PROJECTS	0.00	258,031.45	640,300.34	0.00	0.00	(640,300.34)
*** TOTAL EXPENDITURES ***	1,663,508.00	322,460.96	1,186,855.76	72.15	13,338.00	463,314.24
** REVENUES OVER(UNDER) EXPENDITURES **	111,992.00	(197,049.36)	(485,758.79)	445.65-	(13,338.00)	611,088.79

240-SOLID WASTE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
740-SOLID WASTE DEPARTMEN	832,350.00	71,561.50	213,689.24	25.67	0.00	618,660.76
*** TOTAL REVENUES ***	832,350.00	71,561.50	213,689.24	25.67	0.00	618,660.76
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	832,217.00	62,444.42	212,931.69	28.13	21,135.54	598,149.77
*** TOTAL EXPENDITURES ***	832,217.00	62,444.42	212,931.69	28.13	21,135.54	598,149.77
** REVENUES OVER (UNDER) EXPENDITURES **	133.00	9,117.08	757.55	321.80-	(21,135.54)	20,510.99

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

400-DSF GOVERNMENT ACTIVITIES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	818,613.00	102,927.61	190,191.57	23.23	0.00	628,421.43
*** TOTAL REVENUES ***	818,613.00	102,927.61	190,191.57	23.23	0.00	628,421.43
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	815,613.00	0.00	500.00	0.06	0.00	815,113.00
*** TOTAL EXPENDITURES ***	815,613.00	0.00	500.00	0.06	0.00	815,113.00
** REVENUES OVER (UNDER) EXPENDITURES **	3,000.00	102,927.61	189,691.57	323.05	0.00	(186,691.57)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

500-HOTEL/MOTEL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
410-TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL/MOTEL	354,400.00	36,547.17	130,685.18	36.88	0.00	223,714.82
812-MEMORIAL MUSEUM	0.00	0.00	0.00	0.00	0.00	0.00
813-FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00
814-MUNICIPAL COURT	0.00	0.00	0.00	0.00	0.00	0.00
815-ROBERT L BROTHERS	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	354,400.00	36,547.17	130,685.18	36.88	0.00	223,714.82
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	524,026.00	23,600.26	84,015.99	16.03	0.00	440,010.01
812-MEMORIAL MUSEUM	0.00	0.00	0.00	0.00	0.00	0.00
813-FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00
814-MUNICIPAL COURT	0.00	0.00	0.00	0.00	0.00	0.00
815-ROBERT L BROTHERS	0.00	0.00	43.83	0.00	0.00	43.83
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*** TOTAL EXPENDITURES ***	524,026.00	23,600.26	84,059.82	16.04	0.00	439,966.18
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(169,626.00)	12,946.91	46,625.36	27.49-	0.00	(216,251.36)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

501-MEMORIAL MUSEUM FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
812-MEMORIAL MUSEUM	2,400.00	28.58	1,175.75	48.99	0.00	1,224.25
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*** TOTAL REVENUES ***	2,400.00	28.58	1,175.75	48.99	0.00	1,224.25
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
812-MEMORIAL MUSEUM	4,000.00	0.00	0.00	0.00	0.00	4,000.00
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*** TOTAL EXPENDITURES ***	4,000.00	0.00	0.00	0.00	0.00	4,000.00
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(1,600.00)	28.58	1,175.75	73.48-	0.00	(2,775.75)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2022

502-FORFEITURE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
813-FORFEITURES	110.00	95.75	3,489.95	172.68	0.00	(3,379.95)
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*** TOTAL REVENUES ***	110.00	95.75	3,489.95	172.68	0.00	(3,379.95)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
813-FORFEITURES	20,500.00	0.00	0.00	11.60	2,377.34	18,122.66
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	20,500.00	0.00	0.00	11.60	2,377.34	18,122.66
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(20,390.00)	95.75	3,489.95	5.46-	(2,377.34)	(21,502.61)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

503-MUNICIPAL COURT

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
814-MUNICIPAL COURT	1,720.00	278.58	626.14	36.40	0.00	1,093.86
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,720.00	278.58	626.14	36.40	0.00	1,093.86
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
814-MUNICIPAL COURT	14,927.00	3,047.65	3,142.95	26.30	782.55	11,001.50
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	14,927.00	3,047.65	3,142.95	26.30	782.55	11,001.50
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(13,207.00)	(2,769.07)	(2,516.81)	24.98	(782.55)	(9,907.64)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

504-ROBERT LEE BROTHERS FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
815-ROBERT L BROTHERS	380.00	259.49	691.20	181.89	0.00	(311.20)
*** TOTAL REVENUES ***	380.00	259.49	691.20	181.89	0.00	(311.20)
EXPENDITURE SUMMARY						
815-ROBERT LEE BROTHERS	52,200.00	73.29	13,531.57	40.53	7,626.89	31,041.54
*** TOTAL EXPENDITURES ***	52,200.00	73.29	13,531.57	40.53	7,626.89	31,041.54
** REVENUES OVER(UNDER) EXPENDITURES **	(51,820.00)	186.20	(12,840.37)	39.50	(7,626.89)	(31,352.74)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2022

700-GONZALES ECONOMIC DEV

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,000,795.00	119,864.46	334,661.58	33.44	0.00	666,133.42
*** TOTAL REVENUES ***	1,000,795.00	119,864.46	334,661.58	33.44	0.00	666,133.42
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,578,448.00	42,310.04	156,649.11	9.92	0.00	1,421,798.89
*** TOTAL EXPENDITURES ***	1,578,448.00	42,310.04	156,649.11	9.92	0.00	1,421,798.89
** REVENUES OVER (UNDER) EXPENDITURES **	(577,653.00)	77,554.42	178,012.47	30.82-	0.00	(755,665.47)

CASH & INVESTMENTS BY FUND
AS OF: DECEMBER 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
100-GENERAL FUND			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	756,261.86	
100 1-001.501	CASH-GENERAL FUND RBFCU	62,534.68	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	119,670.30	

	TOTAL CASH	938,466.84	
 <u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		226,335.05
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		23,711.40

	TOTAL INVESTMENTS		250,046.45
 <u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		2,689,647.84
100 1-104.003	TEXPOOL-CLFRF PART II - ARPA		825,630.24

	TOTAL POOLED INVESTMENTS		3,515,278.08
		-----	-----
	TOTAL 100-GENERAL FUND	938,466.84	3,765,324.53
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203-JB WELLS FUND			
=====			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(475,601.68)	

	TOTAL CASH	(475,601.68)	
		-----	-----
	TOTAL 203-JB WELLS PARK FUND	(475,601.68)	0.00
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210-ELECTRIC FUND			
=====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	(25,132.13)	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	207,846.83	

	TOTAL CASH	182,714.70	

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2022 DECEMBER 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
210 1-103.410	CERT OF DEP - SOUTH STAR BANK		282,857.59

	TOTAL INVESTMENTS		282,857.59
<u>POOLED INVESTMENTS</u>			
210 1-104.002	TEXPOOL- ELECTRIC FUND		2,014,115.90

	TOTAL POOLED INVESTMENTS		2,014,115.90
		-----	-----
	TOTAL 210-ELECTRIC FUND	182,714.70	2,296,973.49
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220-WATER FUND			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	616,969.28	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	31,129.00	

	TOTAL CASH	648,098.28	
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		1,928,617.72
220 1-104.103	CASH - CO SERIES 2019		0.00

	TOTAL POOLED INVESTMENTS		1,928,617.72
		-----	-----
	TOTAL 220-WATER FUND	648,098.28	1,928,617.72
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230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	(141,290.74)	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	2,414.00	

	TOTAL CASH	(138,876.74)	
<u>INVESTMENTS</u>			
230 1-103.411	CERT. OF DEP - SOUTH STAR BANK		283,999.97

	TOTAL INVESTMENTS		283,999.97
<u>POOLED INVESTMENTS</u>			
230 1-104.002	TEXPOOL- WASTEWATER FUND		914,587.36
230 1-104.003	TEXPOOL-CORONAVIRUS LOCAL FIS		206,801.52
230 1-104.102	CASH - CO SERIES 2019		0.00

	TOTAL POOLED INVESTMENTS		1,121,388.88
		-----	-----
	TOTAL 230-WASTEWATER FUND	(138,876.74)	1,405,388.85

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2022 DECEMBER 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>240-SOLID WASTE</u>			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	77,609.24	

	TOTAL CASH	77,609.24	
		-----	-----
	TOTAL 240-SOLID WASTE FUND	77,609.24	0.00
<u>250-DSF PROPRIETARY</u>			
=====			
<u>CASH</u>			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	

	TOTAL CASH	0.00	
		-----	-----
	TOTAL 250-DSF PROPRIETARY	0.00	0.00
<u>300-CAPITAL PROJECTS-BUS</u>			
=====			
<u>CASH</u>			
300 1-001.000	CASH CONTROL - CAPITAL PROJ	0.00	
300 1-101.301	BOND - CIP	0.00	

	TOTAL CASH	0.00	
<u>POOLED INVESTMENTS</u>			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		0.00
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		0.00
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		0.00
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		0.00

	TOTAL POOLED INVESTMENTS		0.00
		-----	-----
	TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	0.00
<u>400-DSF GOVERNMENTAL ACTI</u>			
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<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	470,784.19	

	TOTAL CASH	470,784.19	
		-----	-----
	TOTAL 400-DSF GOVERNMENT ACTIVITIES	470,784.19	0.00

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2022 DECEMBER 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
500	HOTEL/MOTEL FUND		

<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	816,615.75	
500 1-001.503	CASH - MUSEUM FUNDS	0.00	
500 1-001.504	CASH - FORFEITURES	0.00	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	0.00	
500 1-001.506	CASH - MUN CRT SECURITY	0.00	
500 1-001.507	CASH - MUN CRT TECH	0.00	
500 1-001.508	CASH - SPECIAL EXPENSE	0.00	
500 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	0.00	

TOTAL CASH		816,615.75	

TOTAL 500-HOTEL/MOTEL FUND		816,615.75	0.00
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501	MEMORIAL MUSEUM FUND		

<u>CASH</u>			
501 1-001.000	CASH - CONTROL ACCT.	0.00	
501 1-001.503	CASH - MUSEUM FUNDS	7,932.56	

TOTAL CASH		7,932.56	

TOTAL 501-MEMORIAL MUSEUM FUND		7,932.56	0.00
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502	FORFEITURES		

<u>CASH</u>			
502 1-001.000	CASH - CONTROL ACCOUNT	0.00	
502 1-001.504	CASH - FORFEITURES FEDERAL	22,734.31	
502 1-001.505	CASH-FORFEITURES -STATE	5,261.11	

TOTAL CASH		27,995.42	

TOTAL 502-FORFEITURE FUND		27,995.42	0.00
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503	MUNICIPAL COURT		

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2022 DECEMBER 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>CASH</u>			
503 1-001.000	CASH - CONTROL ACCOUNT	0.00	
503 1-001.505	CASH - MUN CRT CHILD SAFETY	8,036.29	
503 1-001.506	CASH - MUN CRT SECURITY	21,641.27	
503 1-001.507	CASH - MUN CRT TECH	924.01	
503 1-001.508	CASH - SPECIAL EXPENSE	3,868.67	
TOTAL CASH		34,470.24	
TOTAL 503-MUNICIPAL COURT		34,470.24	0.00
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504-ROBERT L. BROTHERS			
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<u>CASH</u>			
504 1-001.000	CASH - CONTROL ACCOUNT	0.00	
504 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	57,358.77	
TOTAL CASH		57,358.77	
TOTAL 504-ROBERT LEE BROTHERS FUND		57,358.77	0.00
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575-CAPITAL PROJECTS-GOV			
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<u>CASH</u>			
575 1-001.000	CASH-CONTROL ACCT	0.00	
TOTAL CASH		0.00	
<u>POOLED INVESTMENTS</u>			
575 1-104.101	CASH-CO SERIES 19 CIP STREET		0.00
TOTAL POOLED INVESTMENTS			0.00
TOTAL 575-CAPITAL PROJECTS-GOV.		0.00	0.00
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700-COMPONENT UNIT			
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<u>CASH</u>			
700 1-001.000	CASH -CONTROL ACCOUNT	(5.23)	
700 1-001.101	CASH - ECONOMIC DEV CORP	3,777,909.03	
TOTAL CASH		3,777,903.80	
TOTAL 700-GONZALES ECONOMIC DEV		3,777,903.80	0.00
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FUND TOTAL OTHER INVESTMENTS			816,904.01
FUND TOTAL POOLED INVESTMENTS			8,579,400.58
TOTAL CASH AND INVESTMENTS		6,425,471.37	9,396,304.59
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*** END OF REPORT ***