

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –APRIL 13, 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.

PROCLAMATION

- 1.1 National Sexual Assault Awareness and Prevention Month
- 1.2 Fair Housing Month

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

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.

- 2.1 **Minutes** - Approval of the minutes for the March 9, 2023 Regular Meeting

- 2.2 Discuss, Consider & Possible Action on **Resolution #2023-48** Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales
- 2.3 Discuss, Consider & Possible Action on **Resolution #2023-49** Authorizing Sacred Heart Church Use of City Property and Designated Street Closures for the Sacred Heart Church Festival on June 3, 2023
- 2.4 Discuss, Consider & Possible Action on **Resolution #2023-50** Authorizing Gonzales Noon Lions Club the Use of City Property and Designated Street Closures for Dog Extravaganza Event on April 30, 2023
- 2.5 Discuss, Consider & Possible Action on **Resolution #2023-51** Authorizing Morgan Farrar Scholarship Foundation Use of Independence Park to include the temporary closure of the park for the Morgan Farrar Scholarship Run on April 22, 2023
- 2.6 Discuss, Consider & Possible Action on **Resolution #2023-52** Authorizing Divine Restoration Apostolic Ministries' use of Texas Heroes Square including the Parking Lot for a Car Wash Fundraiser Event on May 13, 2023
- 2.7 Discuss, Consider & Possible Action on **Resolution #2023-53** Approving a Performance Agreement by and Between the GEDC and Irons Properties, LLC.

RESOLUTIONS

- 3.1 Discuss, Consider & Possible Action on **Resolution #2023-54** Authorizing the City Manager to Execute an Agreement with Texas Youth Rodeo Association (TYRA)
- 3.2 Discuss, Consider & Possible Action on **Resolution #2023-55** Authorizing the City Manager to Execute a Second Amendment to the 1835 Village Development Agreement with APT AvalonPark Texas, L.P.
- 3.3 Discuss, Consider & Possible Action on **Resolution #2023-56** Authorizing the Appointments to the Gonzales Beautification & Design Board
- 3.4 Discuss, Consider & Possible Action on **Resolution #2023-57** Approving Changes to the Job Descriptions and Current Position Classifications for Fiscal Year 2022-2023 for the following: Swimming Pool Manager, JB Wells Park Arena Operations Manager and Solid Waste, Street, Water, Wastewater Departments

STAFF/BOARD REPORTS

- 4.1 Finance Director will provide feedback on any questions regarding:
 - Financial Reports for funds as of March 31, 2023
- 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 551.074 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) Chief of Police Appointment

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 April 13, 2023, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 10th day of April, 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.

National Sexual Assault Awareness and Prevention Month

P R O C L A M A T I O N

WHEREAS, every 68 seconds another person in the United States is sexually assaulted, and in Texas 2 in 5 women and 1 in 5 men are victims of sexual assault; AND in fiscal year 2022, the Guadalupe Valley Family Violence Shelter rendered 1,422 services to 370 survivors of sexual violence and provided 65 hospital accompaniments for sexual assault exams;

WHEREAS, according to a study conducted by the Texas Association Against Sexual Assault and The University of Texas at Austin Institute on Domestic Violence and Sexual Assault approximately 6.3 million Texans have been sexually victimized;

WHEREAS, most victims are sexually assaulted by someone they know and 91 percent of victims did not report to police;

WHEREAS, it is appropriate to salute the more than 20 Million victims who have survived sexual assault in the United States and the efforts of victims, volunteers, and professionals who combat sexual assault;

WHEREAS, national and community organizations and private sector supporters should be recognized and applauded for their work in promoting awareness about sexual assault;

WHEREAS, police, forensic workers, and prosecutors should be recognized and commended for their hard work and innovative strategies to increase the percentage of sexual assault cases that resolve in the prosecution and incarceration of the offenders;

WHEREAS, sexual violence is a persistent and pervasive problem in our society, one that requires attention year-round and in order to foster healthy communities, all citizens must support the effort to end sexual violence every month of the year; and,

WHEREAS, national and community organizations, businesses in the private sector, and the media are urged, through *National Sexual Assault Awareness* of sexual violence and strategies to decrease the incidence of sexual assault.

NOW, THEREFORE, I, S.H. “Steve” Sucher, Mayor of the city of Gonzales, do hereby proclaim the month of April as “*National Sexual Assault Awareness and Prevention Month*” in Gonzales and urge all citizens to observe this month by supporting the goals and ideas of victims and those working toward awareness and prevention, and by participating in community efforts.

Presented this 14th day of April, 2023.

City Seal

S.H. “Steve” Sucher, Mayor

Attest:

Kristina Vega, City Secretary

FAIR HOUSING MONTH

APRIL 2023

WHEREAS, Title VIII of the Civil rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, the anniversary of this national Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans

NOW, THEREFORE, I S.H. Sucher, Mayor of the City of Gonzales, Texas, do hereby proclaim April as Fair Housing Month in Gonzales, Texas, and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gonzales, Texas, to be affixed this 13th day of April, 2023.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-48 Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales

DATE: March 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

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

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-48

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

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

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

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

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

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

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

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

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

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

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

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject

matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 13th day of April, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT "A"

Vehicle

Make	Model	Year	VIN/Serial Number	Property Description
Chevrolet	Tahoe	2014	1GNLC2E06ER193855	114,892 miles

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution 2023-49 Authorizing designated street closures of the 400 block of St. John Street for the Sacred Heart Church Festival on June 3, 2023

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

This item is being presented to the council for their approval. Sacred Heart has presented an event sheet to request the street closures for June 3, 2023 for their annual Sacred Heart Church Festival. The church is requesting street closures for the 400 block of St. John to include barricades to be placed at the intersection of St. Lawrence and St. John and St. Louis and St. John. This will increase the safety of the approximate 500 people that will be attending the event. During the event there will be live music and a DJ. The event begins at 7 a.m. on June 3rd and ends at 12 a.m. on Sunday June 4th.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The fiscal impact for the City would include the cost for the Street Department staff to move the barricades to the parking lot and barricades for the road closures where the event organizer will be responsible for placing them at the correct locations for the closures (1 hr x \$25.00/hr. x 2 employees=\$50.00). The approximate in-kind costs to the City would be \$50.00 total.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING DESIGNATED STREET CLOSURES OF THE 400 BLOCK OF ST. JOHN STREET FOR THE SACRED HEART CHURCH FESTIVAL ON JUNE 3, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Sacred Heart Church would like the permission to close the 400 block St. John Street for their annual Sacred Heart Church Festival event; and

WHEREAS, the event will be held from 7:00 a.m. on June 3, 2023 until 12:00 a.m. on June 4, 2023 and will have an approximate attendance of 500 people; and

WHEREAS, the street closures for the 400 block of St. John will include barricades to be placed at the intersection of St. Lawrence and St. John and St. Louis and St. John; and

WHEREAS, arrival and set up for the event will be 7:00 a.m. June 3, 2023 with take down at 7:00 a.m. on June 4, 2023 after the event concludes; and

WHEREAS, the fiscal impact to the City is an approximate in-kind cost of \$50.00 for the delivery of barricades; 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 designated street closures of the 400 block of St. John Street for the Sacred Heart Church Festival from 7:00 a.m. June 3, 2023 until 12:00 a.m. on June 4, 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 13th day of April, 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 Sacred Heart Festival
 HOST ORGANIZATION Sacred Heart Church
 CONTACT NAME Felipe Leon
 CONTACT CELL PHONE [REDACTED]
 EVENT DATE June 3, 2023
 EVENT START TIME 7am EVENT END TIME 12am
 EVENT LOCATION 4216 St. John Street
 HOLIDAY CELEBRATED Y ☐ N ☒ HOLIDAY: _____
 CITY COUNCIL APPROVAL REQUIRED Y ☒ N ☐ MEETING DATE: _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 500
 MUSIC Y ☒ N ☐ LIVE ☒ DJ ☒
 FOOD Y ☒ N ☐
 ALCOHOL Y ☐ N ☒ RESPONSIBLE PARTY _____
 MOTORIZED VEHICLES Y ☐ N ☒ PARADE _____ SHOW _____
 PUBLIC OR PRIVATE EVENT NO
 SECURITY Y ☒ N ☐ # OFFICERS NEEDED (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y ☐ N ☒
 NUMBER OF OUTLETS NEEDED N/A
 AMPS/WATTS NEEDED N/A
 TENT Y ☐ N ☐ SET UP DAY/TIME _____
 TENT SIZE: _____ TAKE DOWN DAY/TIME _____

STREETS DEPARTMENT

STREETS AFFECTED Y ☒ N ☐ 400 block of St. John
 BARRICADES NEEDED (max 12) Y ☒ N ☐
 CONES NEEDED (max 48) Y ☐ N ☒
 STREETS TO BE CLOSED Y ☒ N ☐ 400 block of St. John
 SET UP TIME 7am, June 3
 TAKE DOWN TIME 7am, June 4

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each _____ (max 500)
 NO. OF ROUND TABLES @ \$2.00 each N/A (max 15)
 NO. OF 8 FOOT TABLES @ \$2.00 each N/A (max 50)
 NUMBER OF TRASH CANS N/A (max 25)
 SET UP TIME _____
 TAKE DOWN TIME _____

FOR INFORMATION CONTACT
(830) 672-2815- City Hall
(830) 672-2813- Fax

Kristina Vega, CITY SECRETARY
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.

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

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

The following types and amount of insurance are required:


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

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution 2023-50 Authorizing Gonzales Noon Lions Club the Use of City Property and designated street closures for Dog Extravaganza Event on April 30, 2023

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

This item is being presented to the council for their approval. Gonzales Noon Lions Club has presented an event sheet to request the street closures of the 400 block of College Street for April 30, 2023 for their Dog Extravaganza event. The barricades will be placed at the intersection of St. Lawrence and College Street and St. Louis and College Street. This will increase the safety of approximately 100 people that will be attending the event. This event will be a fundraiser for the Gonzales Dog Adoptions/Gonzales Dog Shelter. The Gonzales Noon Lions Club will be raising funds to assist in building weatherproof shelters over the outside kennels as well as other needs to improve the shelter. This will be a two-hour family event held at the Episcopal Church of the Messiah. Families can bring their dog on a leash to participate in a variety of activities. Set-up and take down time will be 30 minutes prior to the event on Sunday, April 30th with the event beginning at 2:00 p.m. and ending at 4:00 p.m.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The fiscal impact for the City would include the cost for the Street Department staff to move the barricades for the road closures where the event organizer will be responsible for placing them at the correct locations for the closures (1 hr x \$25.00/hr. x 2 employees=\$50.00). The approximate in-kind costs to the City would be \$50.00 total.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING GONZALES NOON LIONS CLUB THE USE OF CITY PROPERTY AND DESIGNATED STREET CLOSURES FOR DOG EXTRAVAGANZA EVENT ON APRIL 30, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gonzales Noon Lions Club would like the permission to close the 400 block of College Street for their Dog Extravaganza event; and

WHEREAS, the event will be held from 2:00 p.m. to 4:00 p.m. on April 30, 2023 and will have an approximate attendance of 100 people; and

WHEREAS, the street closures for the 400 block of College Street will include barricades to be placed at the intersection of St. Lawrence and College Street and St. Louis and College Street; and

WHEREAS, arrival and set up for the event will be 1:30 p.m., with take down at 4:30 p.m. on April 30, 2023 after the event concludes; and

WHEREAS, the fiscal impact to the City is an approximate in-kind cost of \$50.00 for the delivery of barricades; 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 designated street closures of the 400 block of College Street for the Gonzales Noon Lions Club Dog Extravaganza event from 2:00 p.m. until 4:00 p.m. on April 30, 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 13th day of April, 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 Dog Extravaganza
HOST ORGANIZATION Gonzales Noon Lions
CONTACT NAME Deis McLean
CONTACT CELL PHONE [REDACTED]
EVENT DATE April 30, 2023 (Sunday)
EVENT START TIME 2:00 EVENT END TIME 4:00
EVENT LOCATION Episcopal Church 721 St. Louis Street
HOLIDAY CELEBRATED Y N X HOLIDAY:
CITY COUNCIL APPROVAL REQUIRED Y N MEETING DATE:

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE Not real sure maybe 75.
MUSIC Y X N LIVE DJ X sound system
FOOD Y X N some music more announcing
ALCOHOL Y N X RESPONSIBLE PARTY
MOTORIZED VEHICLES Y N X PARADE SHOW
PUBLIC OR PRIVATE EVENT Public
SECURITY Y N X # OFFICERS NEEDED (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y N X
NUMBER OF OUTLETS NEEDED
AMPS/WATTS NEEDED
TENT Y N X SET UP DAY/TIME
TENT SIZE: TAKE DOWN DAY/TIME

STREETS DEPARTMENT

STREETS AFFECTED Y X N 400 blk N college
BARRICADES NEEDED (max 12) Y X N 1 @ St Louis 1 @ St. Lawrence
CONES NEEDED (max 48) Y N
STREETS TO BE CLOSED Y X N 400 blk N college
SET UP TIME
TAKE DOWN TIME

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF TRASH CANS 2-4 (max 25)
SET UP TIME 1:30
TAKE DOWN TIME 4:30

FOR INFORMATION CONTACT Kristina Vega, CITY SECRETARY
(830) 672-2815- City Hall citysecretary@gonzales.texas.gov
(830) 672-2813- Fax

Insurance

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

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

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

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

The following types and amount of insurance are required:

Type

Amount

Comprehensive General Liability including,
but not limited to:

- Premises/Operations
- Contractual Liability

(Insuring above indemnity)

\$250,000 per person

\$500,000 per occurrence for bodily injury; and

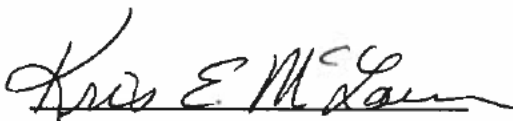
\$100,000 per occurrence for property damage

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE



Dog Extravaganza Synopsis

This a fundraiser for the Gonzales Dog Adoptions/ Gonzales Dog Shelter. This will be put on by the Gonzales Noon Lions Club. We are raising funds to assist in building weatherproof shelters over the outside kennels as well as other needs to improve the shelter.

The event will last for two hours to be held at the Episcopal Church of the Messiah. This is a family event where families can bring their dogs on a leash to participate in a variety of activities. Some of these activities will include blessing of the animals, dog parade, dog fashion show contest, demonstration on how to teach dogs how to find a scent, and other fun games. There will be items for sale such as t-shirts, bandanas for the dogs, dog treats, pottery dog bowls, hot dogs, lemonade, etc. A photographer will be there to take dog portraits. Sweets on the Street food truck will be there to sell sweet treats to participants.

We hope to have the 400 block of College Street blocked off so the food truck can be there and there will be more room for the dog activities. I have contacted the catholic church and they were fine with the closure as they do not have any activities at that time. Again, this is a family event and should be a lot of fun.

See below the t-shirt that will be sold and we are taking pre-sales if anyone would like to order. We will also have a raffle of dog supplies prior to the event. If you want a shirt or raffle tickets at \$1 a piece, or have any questions please call Lion Kris McLain (830) 263-1114



Hope you all can attend!

Sincerely,

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution 2023-51 Authorizing Morgan Farrar Scholarship Foundation use of Independence Park to include the temporary closure of the park for the Morgan Farrar Scholarship Run on April 22, 2023

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

This item is being presented to the council for their approval. Morgan Farrar Scholarship Foundation has presented an event sheet to request the temporary closure and use of the Independence Park on April 22, 2023 for their annual Morgan Farrar Scholarship run event. The foundation is requesting the temporary closure of the park to ensure the safety of approximately 100 people that will be attending or participating in the event. The park closure will be from 4:00 p.m. until 9:30 p.m. on April 22nd with the event beginning at 5:30 p.m. and ending at 9:00 p.m.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The fiscal impact for the City would include the cost for the Parks Department staff to close the park gates and open it back up at the conclusion of the event(1 hr x \$25.00/hr. x 1 employee=\$25.00). The approximate in-kind costs to the City would be \$25.00 total.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING MORGAN FARRAR SCHOLARSHIP FOUNDATION USE OF INDEPENDENCE PARK TO INCLUDE THE TEMPORARY CLOSURE OF THE PARK FOR THE MORGAN FARRAR SCHOLARSHIP RUN ON APRIL 22, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Morgan Farrar Scholarship Foundation would like the permission to close the Independence Park for their annual Morgan Farrar Scholarship Run event; and

WHEREAS, the event will be held from 5:30 p.m. on April 22, 2023 until 9:00 p.m. and will have an approximate attendance of 100 people; and

WHEREAS, the temporary park closures for the event will be from 4:00 p.m., until 9:30 p.m. on April 22, 2023 after the event concludes; and

WHEREAS, the fiscal impact to the City is an approximate in-kind cost of \$25.00 for the delivery of barricades; 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 Morgan Farrar Scholarship Foundation use of Independence Park to include the temporary closure of the park for the Morgan Farrar Scholarship Run on April 22, 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 13th day of April, 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 Morgan Farrow Scholarship Run
HOST ORGANIZATION Morgan Farrow Scholarship Foundation
CONTACT NAME Isaac An Zaldia
CONTACT CELL PHONE [REDACTED]
EVENT DATE 4-22-23
EVENT START TIME 5:30pm **EVENT END TIME** 9:00pm
EVENT LOCATION Independence Park
HOLIDAY CELEBRATED Y___ N___ **HOLIDAY:** _____
CITY COUNCIL APPROVAL REQUIRED Y___ N___ **MEETING DATE:** _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 100 persons
MUSIC Y___ N___ **LIVE DJ** _____
FOOD Y___ N___ _____
ALCOHOL Y___ N___ **RESPONSIBLE PARTY** _____
MOTORIZED VEHICLES Y___ N___ **PARADE** _____ **SHOW** _____
PUBLIC OR PRIVATE EVENT Public
SECURITY Y___ N___ *** OFFICERS NEEDED** _____
(Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y___ N___ _____
NUMBER OF OUTLETS NEEDED 1
AMPS/WATTS NEEDED 1
TENT Y___ N___ _____
TENT SIZE: _____ **SET UP DAY/TIME** 4:00pm
TAKE DOWN DAY/TIME 9:30pm

STREETS DEPARTMENT

STREETS AFFECTED Y___ N___ _____
BARRICADES NEEDED (max 12) Y___ N___ _____
CONES NEEDED (max 48) Y___ N___ _____
STREETS TO BE CLOSED Y___ N___ Close the Park Gate during the
time of the race
SET UP TIME _____
TAKE DOWN TIME _____

COMMUNITY SERVICES DEPARTMENT

[Contingent upon availability]

NUMBER OF CHAIRS @ \$0.50 each 1 (max 500)
NO. OF ROUND TABLES @ \$2.00 each 1 (max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each 1 (max 50)
NUMBER OF TRASH CANS 1 (max 25)
SET UP TIME _____
TAKE DOWN TIME _____

FOR INFORMATION CONTACT

(830) 672-2815- City Hall

(830) 672-2813- Fax

CITY SECRETARY'S OFFICE

citysecretary@gonzales.texas.gov

RECEIVED

MAR 13 2023

[Signature]

Insurance

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

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

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

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

The following types and amount of insurance are required:

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

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution 2023-52 Authorizing Divine Restoration Apostolic Ministries' use of Texas Heroes Square including the parking lot for a Car Wash Fundraiser Event on May 13, 2023

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

This item is being presented to the council for their approval. Divine Restoration Apostolic Ministries has presented an event sheet to request the use of Texas Heroes Square on May 13, 2023 for a Car Wash Fundraiser event. The organizer is requesting the use of the square to include barricades and cones to be placed on the square to ensure the safety of the those that will be attending or participating in the event. The event will begin at 10:00 a.m. and end at 2:00 p.m. on May 13, 2023

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The fiscal impact for the City would include the cost for the Street Department staff to move the barricades to the parking lot for the closures where the event organizer will be responsible for placing them at the correct locations for the closures (1 hr x \$25.00/hr. x 2 employees=\$50.00). The approximate in-kind costs to the City would be \$50.00 total.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING DIVINE RESTORATION APOSTOLIC MINISTRIES' USE OF TEXAS HEROES SQUARE INCLUDING THE PARKING LOT FOR A CAR WASH FUNDRAISER EVENT ON MAY 13, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Divine Restoration Apostolic Ministries would like the permission for use of the Texas Heroes Square for their Car Wash Fundraiser event; and

WHEREAS, the event will be held from 10:00 a.m. on May 13, 2023 until 2:00 p.m. and will have an approximate attendance of 100 people and will not require additional time for set-up or take-down; and

WHEREAS, the fiscal impact to the City is an approximate in-kind cost of \$50.00 for the delivery of barricades and cones; 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 Divine Restoration Apostolic Ministries' use of Texas Heroes Square including the parking lot for a Car Wash Fundraiser on May 13, 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 13th day of April, 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

Car Wash Fundraiser

HOST ORGANIZATION

Divine Restoration Apostolic Ministries

CONTACT NAME

Kimberly Miller

CONTACT CELL PHONE

[REDACTED]

EVENT DATE

5-13-23

EVENT START TIME

10am

EVENT END TIME

2pm

EVENT LOCATION

HOLIDAY CELEBRATED

Y ☐ N ☒

HOLIDAY:

CITY COUNCIL APPROVAL REQUIRED

Y ☐ N ☒

MEETING DATE:

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE

MUSIC

Y ☐ N ☒

LIVE ☐ DJ ☐

FOOD

Y ☐ N ☒

ALCOHOL

Y ☐ N ☒

RESPONSIBLE PARTY

MOTORIZED VEHICLES

Y ☐ N ☒

PARADE ☐ SHOW ☐

PUBLIC OR PRIVATE EVENT

SECURITY

Y ☐ N ☒

OFFICERS NEEDED (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING

Y ☐ N ☒

NUMBER OF OUTLETS NEEDED

AMPS/WATTS NEEDED

TENT

Y ☐ N ☒

SET UP DAY/TIME

TENT SIZE:

TAKE DOWN DAY/TIME

STREETS DEPARTMENT

STREETS AFFECTED

Y ☐ N ☒

BARRICADES NEEDED (max 12)

Y ☒ N ☐

CONES NEEDED (max 48)

Y ☒ N ☐

STREETS TO BE CLOSED

Y ☐ N ☒

SET UP TIME

TAKE DOWN TIME

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF TRASH CANS

2

(max 25)

SET UP TIME

10am

TAKE DOWN TIME

2 pm

FOR INFORMATION CONTACT

(830) 672-2815- City Hall

(830) 672-2813- Fax

Kristina Vega, CITY SECRETARY

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.

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

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

The following types and amount of insurance are required:

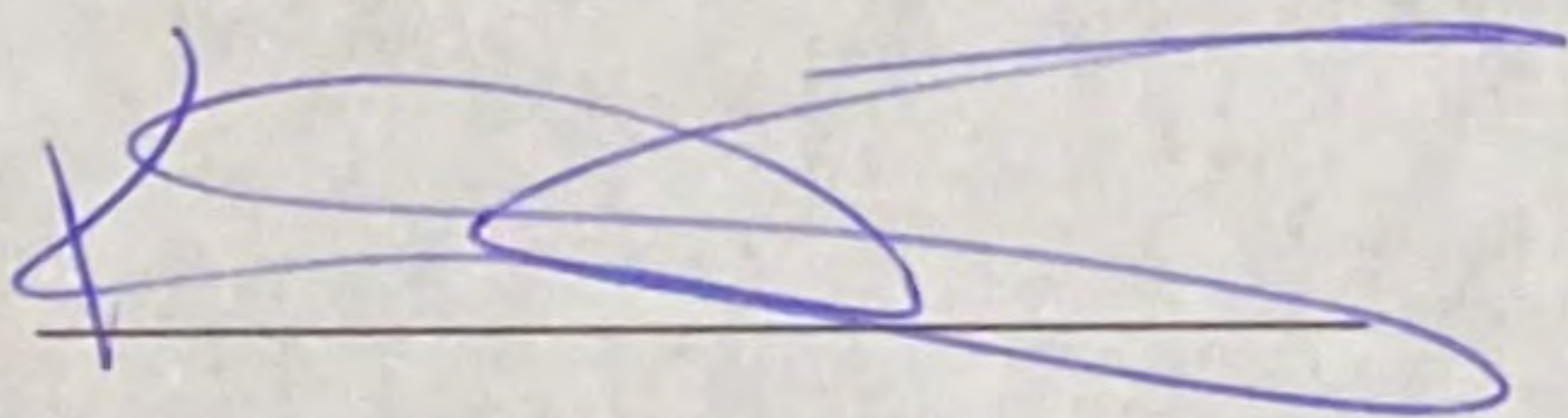
<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution 2023-53 Approving a Performance Agreement by and Between the GEDC and Irons Properties, LLC.

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution.

BACKGROUND:

At its February 27, 2023, meeting, the GEDC Board unanimously approved funding the Irons Properties, LLC in the amount of \$104,000 for a project located at 305 St George St. The scope of work includes a new roof, new plumbing, electrical, and HVAC systems as well as relocating the electric meters to the rear of the building, ADA accessible entrances and bathrooms, all new drywall and paint, updated façade with refurbished doors, windows, and a canopy.

At its March 27, 2023, meeting, the GEDC Board unanimously approved the draft Performance Agreement by and between the GEDC and Irons Properties, LLC.

Upon the completion of this project there will be four (4) 1,000-1,350 square foot retail spaces that have their own entrance and exits with parking in the rear. Each retail space will also have ADA accessible entrances and bathrooms. The estimated project cost upon completion is \$500,000.00.

POLICY CONSIDERATIONS:

The GEDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and Section 505.158 of the Texas Local Government Code provides that “[f]or 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.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.”

FISCAL IMPACT:

The GEDC has funds available in the Business Incentive Grant Program 7-700.718 of the 2022-23 FY budget.

ATTACHMENTS:

Performance Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends the City Council approve the Performance Agreement by and between GEDC and Irons Properties, LLC.

RESOLUTION NO. 2023-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE PERFORMANCE AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND IRONS PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, REGARDING IMPROVEMENTS TO PROPERTY GENERALLY LOCATED AT 305 ST GEORGE ST, CITY OF GONZALES, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Gonzales, Texas, desires to approve a Performance Agreement by and between the Gonzales Economic Development Corporation and Irons Properties, LLC, a Texas limited liability company, concerning improvements to property generally located at 305 St George St, City of Gonzales, Texas, a copy of which is attached hereto as Exhibit A and is incorporated herein for all purposes (hereinafter referred to as the “Agreement”).

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby authorize and approve the Amendment to 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 judgement of 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 13th day of April, 2023.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

PERFORMANCE AGREEMENT

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

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

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

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or 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.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

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

WHEREAS, Developer has applied to GEDC for financial assistance necessary to operate a retail development generally located at 305 to 311 St. George Street, Gonzales, Texas (hereinafter referred to as the “Property”); and

WHEREAS, the GEDC’s Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Sections 501.103 and 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2027**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Irons Properties, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 1605 Saint Vincent, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

- (g) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (h) **Property.** The word “Property” means 305 to 311 St. George Street, Gonzales, Texas 78629.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or improvement to the building located on the Property, consisting of the following: a new roof, new plumbing, electrical, HVAC systems, relocating electric utilities to the back of the property, finish out of four (4) retail spaces with all new drywall, paint, and updating the façade of the building; and those expenses which meet the definition of “project” as that term is defined in Section 501.103 and 505.158 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act. Each of the four (4) retail spaces will be a minimum of 1,000 square feet and have its own entrance and exits with parking in the rear.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Reimbursement for Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures by **July 1, 2023**. Developer covenants and agrees to complete shell of the building located on the Property, and one of the four minimum 1,000 square feet of space by **July 1, 2024**. Further, Developer covenants and agrees to complete the construction of the Qualified Expenditures by **July 1, 2025**. Developer covenants and agrees to submit to the GEDC paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures made to the Property in a form acceptable to the GEDC prior to any reimbursement. Developer covenants and agrees to provide to the GEDC said invoices, receipts, or other documentation in the minimum amount of **Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00)** by **July 1, 2025**.
- (b) **Operate Retail Facility.** Developer covenants and agrees by **July 1, 2024**, and during the Term of this Agreement to maintain and operate or cause to maintain and operated a minimum of 1,000 square feet retail facility located on the Property. In addition, Developer covenants and agrees by **July 1, 2025**, and during the Term of this Agreement to maintain and operate or cause to maintain and operated a minimum of 4,000 square feet retail facility located on the Property.

- (c) **Job Creation and Retention.** Developer covenants and agrees by **September 30, 2025**, and during the Term of this Agreement, the Developer shall employ and maintain or cause to be employed and maintained a minimum of four (4) Full-Time Employment Equivalent Position working at the Property. Developer covenants and agrees to provide GEDC leases from the tenants who locate on the Property during the Term of this Agreement.
- (d) **Performance Conditions.** Developer agrees to make, execute and deliver to GEDC such other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence this Agreement.
- (e) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and GEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** GEDC covenants and agrees to provide to Developer pursuant to this Agreement an aggregate total financial assistance in the amount not to exceed **One Hundred Four Thousand and No/100 Dollars (\$104,000.00)** as follows:
 - (1) **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)** within thirty (30) days of the Effective Date of this Agreement;
 - (2) **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)** within ninety (90) days of the Effective Date of this Agreement and upon receipt of paid invoices, paid receipts or other paid documentation of Qualified Expenditures made to the Property in a minimum amount of **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)**;
 - (3) **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)** within 150 days of the Effective Date of this Agreement and upon receipt of paid invoices, paid receipts or other paid documentation of Qualified Expenditures made to the Property in a minimum amount of **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)**; and
 - (4) **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)** within 210 days of the Effective Date of this Agreement and upon receipt of paid invoices, paid receipts or other paid documentation of Qualified Expenditures made to the Property in a

minimum amount of **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)**.

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

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

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

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall

have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the GEDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to the GEDC as follows:

- (a) Event of Default occurs between the Effective Date of this Agreement and **September 30, 2025**, Developer shall repay immediately to the GEDC **One Hundred Four Thousand and No/100 Dollars (\$104,000.00)**;
- (b) Event of Default occurs between **October 1, 2025** and **September 30, 2026**, Developer shall repay immediately to the GEDC **Sixty-Eight Thousand Six Hundred Forty and No/100 Dollars (\$68,640.00)**; and
- (c) Event of Default occurs between **October 1, 2026** and **September 30, 2027** (the end of the Term), Developer shall repay immediately to the GEDC **Thirty-Four Thousand Three Hundred Twenty and No/100 Dollars (\$34,320.00)**.

SECTION 9. INDEMNIFICATION.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in

accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Gonzales County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. 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: Executive Director Telephone: (830) 672-2815 ext. 1600
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if to Developer:	Irons Properties, LLC 1605 Saint Vincent Gonzales, Texas 78629 Attn: Roy and Brie Irons Telephone: (830) 203-8759
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- (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.** Developer certifies that the Developer 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, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the GEDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

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

GEDC:

GONZALES ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Ken Morrow, President
Date Signed: _____

DEVELOPER:

IRONS PROPERTIES, LLC,
a Texas limited liability company

By: _____
Roy Irons
Title: _____
Date Signed: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution 2023-54 Authorizing the City Manager to Execute an Agreement with Texas Youth Rodeo Association (TYRA)

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Texas Youth Rodeo Association (TYRA) is entering into its 56th year of Rodeoing. TYRA has approximately 215 contestants that come from Central and South Texas to Rodeo in Gonzales. TYRA has been Rodeoing in Gonzales for the past 18 years and are adding additional Rodeo's to their schedule in Gonzales.

The terms of this agreement will be fulfilled with a five-year obligation for the Texas Youth Rodeo Association (TYRA) State Finals to be held at the Gonzales Arena located at J.B. Wells Park. An additional two-year extension will be available at the end of the five-year term. Other stipulations of the agreement are set forth in the attached agreement. Staff will be present to answer any questions that council may have.

POLICY CONSIDERATIONS:

The expenditure of public funds for a private enterprise requires specific approval by the City Council and must serve a public purpose. The TYRA events result in an increase in both sales tax revenue and hotel occupancy tax revenue during the events. Sales tax revenue and hotel occupancy tax revenue are the primary sources of revenue pledged to pay the bond debt associated with J.B. Wells Park.

FISCAL IMPACT:

The funds associated with this agreement have been included in the JB Wells budget and will be included in the future budgets for the term of the agreement, subject to City Council appropriation of those funds.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TEXAS YOUTH RODEO ASSOCIATION (TYRA) AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Youth Rodeo Association (TYRA) is entering into its 56th year of Rodeoing. TYRA has approximately 215 contestants that come from Central and South Texas to Rodeo in Gonzales. TYRA has been Rodeoing in Gonzales for the past 18 years and are adding additional Rodeo's to their schedule in Gonzales; and,

WHEREAS, the terms of this agreement will be fulfilled with a five-year obligation for the Texas Youth Rodeo Association (TYRA) State Finals to be held at the Gonzales Arena located at J.B. Wells Park; and,

WHEREAS, TYRA events result in significant sales tax and hotel occupancy tax revenue for the City on an annual basis; 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 TYRA. 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 13th day of April, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF GONZALES §

AGREEMENT TO USE CITY OF GONZALES FACILITIES

THIS AGREEMENT is entered into by and between the City of Gonzales, a Texas Home-Rule Municipal Corporation, and political subdivision, ("City") acting by and through its City Manager, and the Texas Youth Rodeo Association, ("TYRA"), acting by and through its President;

WITNESSETH:

WHEREAS, TYRA provides athletic opportunities for the youth of the City of Gonzales and the state through the promotion and operation of youth rodeo programs and competitions; and

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

WHEREAS, the City has developed a parks and recreation facility with rodeo facilities known as JB Wells Park (the "Facility") with Hotel/Motel taxes pursuant to Texas Tax Code Section 351.1066 and Economic Development sales tax revenue pursuant to Texas Local Government Code Chapters 501 and 505, to substantially enhance motel and hotel activity and encourage tourism; and

WHEREAS, TYRA has requested, and the City has offered, the use of the Facility for its youth rodeo programs and the City has developed a facility use methodology so that the Facility is also available to the general public; and

WHEREAS, pursuant to Resolution No. 2023-54, passed and approved on April 13, 2023, the City Council approved a License Agreement between the City and TYRA and, the City Council authorized the execution of this Agreement with TYRA April 13, 2023;

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:

I. DEFINITIONS

1.1 City means the City of Gonzales, Texas.

- 1.2 City Manager means the City Manager appointed by the City Council for the City of Gonzales.
- 1.3 TYRA means Texas Youth Rodeo Association.
- 1.4 Program means youth rodeo programs provided by TYRA.
- 1.5 Facility means the areas and facilities within JB Wells Park depicted on Exhibit "A".
- 1.6 Property means the real property located in Gonzales, County, Texas, on which the Facility is located as described on Exhibit "A".
- 1.7 Premises means the Facility.

II. USE OF PREMISES BY TYRA

- 2.1 Provided TYRA maintains its non-profit status and operates an organized rodeo association, City, for and in consideration of the mutual benefits to City and TYRA and the observance of the terms and conditions set forth in this Agreement, grants to TYRA permission to enter and use, the Premises described in **EXHIBIT "A"**, during the term of this Agreement.
- 2.2 The permission to enter and use the Premises under this Agreement shall be non-exclusive, and City reserves the right to conduct other events, on its own behalf or through a third party and or to rent the Facility to the general public during such times as the Facility is not in use, either in whole or in part, by TYRA. In that regard, TYRA acknowledges that the acquisition, design and construction and maintenance costs for the Facility was paid, in whole or part from Local Hotel Occupancy Tax funds pursuant to Tex. Tax Code Ann. §351.1066(b), which authorizes the use of such funds for *"the construction, enlarging, equipping, improvement, maintenance, repairing, and operation of a recreational facility to substantially enhance hotel activity and encourage tourism."* Consequently, the primary purpose of the Facility shall be to promote the use of the Facility for regional and state events that result in a substantial number of overnight hotel stays. The City reserves the right to amend or modify the terms of this Agreement to the extent, but only to such extent, necessary to conform the use of the Facility with the requirements of Tex. Tax Code Ann. §351.1066(b).
- 2.3 The Premises shall be occupied by TYRA for recreational purposes including but not necessarily limited to organized youth rodeo activities and food and beverage concessions. TYRA agrees that the provisions of this Agreement do not grant to TYRA 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 City retains dominion, possession,

and control of the Premises, including access at all times. City reserves the right to impose and enforce all necessary and proper rules for the management and operation of the Premises.

- 2.4 TYRA 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 hereof. If the attention of TYRA is called to any such violation, TYRA or those under its control will immediately desist from and correct such violation.
- 2.5 TYRA acknowledges and agrees that it has been informed that it has obligations to the general public under the terms of the Americans with Disability Act of 1990 as codified in 42 U.S.C. §12101(a)(1) and (2) and as amended from time to time. TYRA covenants and agrees that it will comply with all the terms and obligations, and, as part of its indemnification of the City, indemnify, hold harmless and defend City from all claims which might arise from TYRA's activities under this Agreement.
- 2.6 TYRA is authorized to establish fees and charges for admission and coordinate such collection and distribution of fees pursuant to the attached Exhibit B.
- 2.7 TYRA understands that City pursuant to Texas Tax Code §351.1066, shall use, or has used, revenue delivered from Hotel Occupancy Tax, for the construction, enlarging, equipping, improvement, maintenance, repairing, and operation of the Premises as a recreational facility; and that pursuant to §351.1066(b) (2) the purpose of this investment by the City is to enhance hotel activity and encourage tourism. In that regard, the City shall retain the right to promote any rodeo events to be held at the Premises, and which shall enhance hotel activity and encourage tourism in Gonzales and the surrounding community.

III. TERM OF AGREEMENT/EFFECTIVE DATE

- 3.1 The term of this Agreement is for a term of five (5) years beginning on August 1, 2023, ("Commencement Date"), and expiring on August 1, 2028, if not earlier terminated according to the terms of this Agreement.
- 3.2 TYRA's right to use of the Facility shall be as stated in the attached Exhibit B during which period TYRA's right to use the Facility depicted in Exhibit A shall be exclusive. During all other times and in all other areas not designated, the City shall have the sole right and authority to schedule events at the Facility.
- 3.3 This Agreement may be extended by agreement of the parties for an additional two year term at the conclusion of the five year term.

IV. ACCEPTANCE AND CONDITIONS OF FACILITY

- 4.1 TYRA has been afforded sufficient time and opportunity to examine the Facility and to acknowledge 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. TYRA's taking possession of the Facility shall be conclusive evidence of TYRA's acceptance of the Facility in good satisfactory order in its present condition AS IS, WHERE IS AND WITH ALL FAULTS as suitable for the purpose for which licensed. City specifically disclaims any warranty of suitability for intended purposes of TYRA.
- 4.2 TYRA agrees that no representations respecting the condition of the Facility and no promises to decorate, alter, repair, or improve the Facility, either before or after the execution, have been made by City or its agents to TYRA unless the same are contained herein.

V. OBLIGATIONS AND DUTIES

- 5.1 (See Exhibit B)

VI. UTILITIES

- 6.1 See Utilities
- 7.1 Electricity shall be provided to the Facility at City's expense.

VII. CONCESSIONS

- 8.1 During the Term of this Agreement
- 8.1.1 Concessions shall be managed by City through a separate independently contracted concessionaire.

IX. IMPROVEMENTS

- 9.1 TYRA may, subject to having first obtained the written approval of the City Manager, install and/or construct temporary facilities and improvements within the Facility suitable for rodeo activities; said facilities and improvements to include, but not necessarily be limited to concession stands, utilities, fencing, and parking areas. During any period of construction or installation, TYRA, its members, employees, agents, and TYRA shall ensure that the performance of the construction or installation does not cause or result in damage to City property or adjoining property.

- 9.2 Any improvements installed by TYRA which can be removed without damage to the Facility may be removed at the sole expense of TYRA at the termination of this Agreement without payment being made by City. If the improvements are not removable without damage to the Facility, then the improvements will become the property of the City. Temporary structures, if present, shall be removed from the Facility at the sole expense of TYRA at the termination of this Agreement without payment being made by City. In the event that TYRA removes temporary structure(s) prior to the termination of this Agreement, the underlying property may, at the election of the City, become excluded from the licensed Facility.

X. DEFAULTS AND TERMINATION RIGHTS

- 10.1 Default by TYRA: Any of the following events shall constitute default by TYRA under this Agreement:

10.1.1 TYRA shall fail to maintain its non-profit status and operate a statewide organized youth rodeo activities; or

10.1.2 TYRA shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by TYRA, and such default shall continue after notice by City to TYRA, or if such default cannot be cured within a reasonable period provided that TYRA has commenced to cure such default.

- 10.2 Remedies of City: Upon the occurrence of an event of default by TYRA as specified in this Agreement, City shall be entitled to terminate this Agreement. After such termination, TYRA shall have no further rights to access the Premises, shall immediately cease all activities thereon and City shall have no further obligation under the terms of this Agreement.

- 10.3 Default by City: City shall be in default under this Agreement if City fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by City, and such default shall continue for a period of thirty (30) days after notice thereof by TYRA to City, or if such default cannot be cured within thirty (30) days, then such additional period as shall be reasonably provided that City has commenced to cure such default.

- 10.4 Remedies of TYRA: Upon the occurrence of an event of default as specified in this Agreement hereof, TYRA shall be entitled to terminate this Agreement and shall have such other rights at law or equity to which it may be entitled.

- 10.5 Either City or TYRA, with or without cause, may cancel this Agreement by giving six (6) months written notice thereof to the other party.

- 10.6 A determination by the City Council that it cannot allocate funding for the Agreement in a future fiscal year shall not be deemed an event of default.

XI. INDEMNIFICATION

- 11.1 **TYRA covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, City Managers, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to TYRA's activities under this Agreement, including any acts or omissions of TYRA, any agent, officer, City Manager, representative, or employee, of TYRA, and their respective officers, agents employees, City Managers and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers, or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT TYRA AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. TYRA shall advise the City in writing within 24 hours of any claim or demand against the City or TYRA known to TYRA related to or arising out of TYRA's activities under this Agreement and shall see to the investigation and defense of such claim or demand at TYRA's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving TYRA of any of its obligations under this paragraph.

XII. INSURANCE REQUIREMENTS

- 12.1 (intentionally left blank)
- 12.2 Commercial general liability insurance, including contractual liability insurance

coverage, covering TYRA's operations within the Premises, with combined single limits of not less than \$1,000,000 per occurrence for bodily injury or property damage, naming City as additional insured.

- 12.3 In the event TYRA hires employees to work at the Facility, TYRA shall carry worker's compensation insurance in the statutory required amount (\$500,000 /\$500,000/\$500,000) with a waiver of subrogation in favor of City.
- 12.4 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). TYRA shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. TYRA shall pay any costs incurred resulting from said changes.

City of Gonzales

Attn: Timothy L Crow, City Manager

P.O. Box 547, Gonzales, Texas 78629

- 12.5 TYRA agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Gonzales where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability, and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal, or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 12.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, TYRA shall provide a replacement Certificate of Insurance and applicable

endorsements to City. City shall have the option to suspend TYRA's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

XIII. REPORTS

- 13.1 TYRA must provide to City the number of participants and their ages for the TYRA's previous Program Period.
 - 13.1.1 On or before July 1st each year, TYRA must provide to City the number and description of events conducted at the Premises, which shall include a list of all participants and home town and state of each participant.
- 13.2 TYRA is obligated to inform City within fifteen (15) days of a change in the following:
 - 13.2.1 Changes in officers of the TYRA: the name, position, and contact information must be provided.
 - 13.2.2 Amendments to TYRA's constitution, by-laws, and/or articles of incorporation: copies of the amended documents must be provided to City along with the notification.
- 13.3 If requested by City, TYRA will provide all or a portion of the following information within fifteen (15) days after receipt of written request from City.
 - 13.3.1 Starting and ending date of TYRA activity;
 - 13.3.2 Description of special events;
 - 13.3.3 Gross receipts from each of the following: a) Concession Revenue, as defined in 7.1; b) advertising; c) cash donations, and all other sources of TYRA revenue.

XIV. SIGNS

- 14.1 TYRA hereby agrees not to install or display any sign(s) within the Facility without prior written approval of said sign(s) by the City Manager or designee. TYRA further agrees to comply with such design criteria as may be established and amended from time to time by the City and to comply with established sign review procedures for proposed new signs.
- 14.2 TYRA may place temporary Sponsor Banners within the Premises during the TYRA's Scheduled Season at locations agreed upon by the City Manager or designee,

provided that the advertising copy is appropriate for a youth sports setting. TYRA shall not allow advertising copy that is political in nature. At the conclusion of the TYRA's Scheduled Season, TYRA shall remove all Sponsor Banners and restore and repair any damage caused to the Premises by the placement of the Sponsor Banners.

XV. ASSIGNMENT

- 15.1 This Agreement is personal to TYRA. It is non-assignable, and any attempt to assign this Agreement will terminate all privileges granted to TYRA.

XVI. RELATIONSHIP OF PARTIES

- 16.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between parties hereto. It is understood and agreed that no provision contained in this Agreement, nor any acts of the parties create a relationship other than the relationship of Licensor and Licensee.

XVII. SEVERABILITY

- 17.1 The parties agree that if any clause or provision of this Agreement 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 Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement 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.

XVIII. NOTICES

- 18.1 Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to:

City of Gonzales
Attn: Timothy L Crow, City Manager
P.O. Box 547
Gonzales, Texas 78629

With a copy to:
Denton, Navarro, Rocha, Bernal & Zech P.C
2517 N. Main Avenue

San Antonio, Texas 78212

or to such other address as may have been designated in writing by City from time to time. Notices to TYRA shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to TYRA at:

TYRA
Attn: TYRA President
P.O. Box 886
Caldwell, Texas 77836

XIX. TEXAS LAW TO APPLY

- 19.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN GONZALES COUNTY, TEXAS.**

XXI GENDER

- 20.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXII. NON-DISCRIMINATION

- 21.1 TYRA 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 TYRA acknowledges is prohibited.

XXIII. CAPTIONS

- 22.1 The captions contained in this Agreement are for convenience or reference only and in no way limit or enlarge the terms and conditions of this Agreement.

XXIV. HOLDING OVER

- 23.1 TYRA shall have no right to hold over after the end of the term of this License Agreement.

XXV. ENTIRE AGREEMENT/AMENDMENT

- 24.1 This Agreement, together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire Agreement between the parties, any other written or parole agreement with City being expressly waived by TYRA.
- 24.2 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 by the parties.
- 24.3 Any amendment, modification, or alteration of the terms of this Agreement shall not be binding on the City unless approved by City Council as evidenced by ordinance or resolution.

XXVI. AUTHORITY

- 25.1 The signer of this License Agreement for TYRA hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of TYRA.

IN WITNESS WHEREOF, we have affirmed our signatures this ____ day of _____, 2023.

CITY:

CITY OF GONZALES,
a Texas municipal corporation

Timothy L Crow, City Manager

ATTEST:

Kristina Vega, City Secretary

TYRA:

TYRA,
a Texas Non-Profit Corporation

By: _____

Title: _____

EXHIBIT A

The City of Gonzales is responsible for the following:

City of Gonzales will pay the TYRA \$15,000.00 on the first day of the TYRA Finals each year to be named the Platinum Sponsor.

No charge for the J.B. Wells Park Facilities for the entire week for the TYRA Finals \$5,950.00

25% of net profit of RV sites-up to 151 during the finals

25% net profit of stalls up to 300 during finals

25% net profit of gate fees (City work the gate) during finals

25% net profit of program sales (City sales at gate) during finals

No charge for J.B. Wells Park Facilities for two benefits one in the fall and one in the spring - \$3,800.00

No charge for J.B. Wells Park Facilities for an additional weekend of rodeos, weekend to fit the J.B. Wells calendar -\$1,150.00

Furnish 1 RV site and 2 stalls to all directors and the rodeo secretary during the benefits, extra rodeo weekend and finals -\$5,580.00

Furnish the judges and rodeo personnel an RV site and 1 stall during the benefits, extra rodeo weekend and the finals -\$975.00

Pay the EMS for the Benefits and Finals -\$3,780.00

Provide 8 hotel rooms for finals and 4 for each benefit -\$3,400.00

Furnish gate workers and security at the finals -\$750.00

Furnish regulation poles and barrels with TYRA logo and current year

Wood shavings to be available on grounds for contestants to purchase

Furnish two tractors and drags

Provide the air-conditioned expo for checking in for the finals and the opening meeting -\$750.00

Provide awards dinner in the air-conditioned expo to TYRA Directors, contestants and parents - \$4,100.00

TYRA Responsible for:

Provide their own tractor drivers and with the assistance of the City of Gonzales maintain their own dirt.

Handle all of their own vendors

Furnish their own registration personnel

Financial books will be closed and presented to TYRA within 60 days of the close of the Finals Rodeo.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Resolution #2023-55 Authorizing the City Manager to Execute a five-year extension to the 1835 Village Development Agreement with Avalonpark Texas, L.P. (APT Avalon Park Holding, L.P.)

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On May 29, 2013, the City of Gonzales and Avalonpark Texas, L.P. entered into a ten-year Development Agreement for a master planned community of two tracts of land, called 1835 Village. On May 3, 2017 both parties agreed upon the 1st Amendment to the agreement to include changes to the conceptual plan as authorized by Section 3.6.3 of the agreement.

The project in 1835 Village is still under development, due to the downturn in Eagle Ford Shale activities in 2015 and 2016, followed by limited demand for new homes in the area and exploding home prices in 2020 and thereafter. Fortunately, the developer has found a new homebuilder in 2021/22, which signed a contract to build new homes on the remaining 20 finished vacant lots in Phase 1 of 1835 Village. The original party Avalonpark Texas, L.P. was merged with APT Avalon Park Holding, L.P. in 2020.

As per Section 5.1.1. of the agreement the initial term of the agreement is for ten (10) years and that the agreement may be extended for a longer duration not to exceed an additional five (5) years upon mutual agreement of the Parties. On February 21, 2023 APT Avalon Park Holding, L.P. submitted a request for a five (5) year extension, until May 29, 2028, to allow completion of Phase 1 of 1835 Village and development of the remaining undeveloped acreage should market demand continue.

FISCAL IMPACT:

There is no fiscal impact to the City in extending the development agreement.

ATTACHMENTS:

Original Development Agreement
1st Amendment to the Development Agreement
Letter of Extension of the Original Agreement

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this resolution.

RESOLUTION NO. 2023-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR EXTENSION TO THE 1835 VILLAGE DEVELOPMENT AGREEMENT WITH AVALONPARK TEXAS, L.P. (APT AVALON PARK HOLDING L.P.); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 29, 2013, the City of Gonzales and Avalonpark Texas, L.P. entered into a ten-year Development Agreement for a master planned community of two tracts of land, called 1835 Village; and

WHEREAS, on May 3, 2017 both parties agreed upon the 1st Amendment to the agreement to include changes to the conceptual plan as authorized by Section 3.6.3 of the agreement; and

WHEREAS, in 2020 the original party Avalonpark Texas, L.P. was merged with APT Avalon Park Holding, L.P.; and

WHEREAS, as per Section 5.1.1. of the agreement the initial term of the agreement is for ten (10) years and that the agreement may be extended for a longer duration not to exceed an additional five (5) years upon mutual agreement of the Parties; and

WHEREAS, on February 21, 2023 APT Avalon Park Holding, L.P. submitted a request for a five (5) year extension, until May 29, 2028, to allow completion of Phase 1 of 1835 Village and development of the remaining undeveloped acreage should market demand continue; and

WHEREAS, the City finds that extending the Development Agreement with Avalonpark Texas, L.P. (APT Avalon Park Holding L.P.) is 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 hereby authorizes the City Manager to Execute a five-year extension to the 1835 Village Development Agreement with Avalonpark Texas, L.P. (APT Avalon Park Holding, L.P.) as specified in 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 13th day of April, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Certified Mail

City of Gonzales
City Manager
1820 Saint Joseph Street
Gonzales, TX 78629

Extension of 1835 Village Development Agreement

Dear Mr. Crow

The City of Gonzales and Avalonpark Texas, L.P. signed the 1835 Village Development Agreement, effective May 29, 2013 (hereafter "1835 Village DA" or "Agreement"). The 1835 Village DA was amended May 3, 2017.

Section 5.1.1. of the 1835 Village DA states that the Agreement's Initial Term is for 10 years, and that the Agreement can be extended by another 5 years.

The project in 1835 Village is still under development, due to the downturn in Eagle Ford Shale activities in 2015 and 2016, followed by limited demand for new homes in the area and exploding home prices in 2020 and thereafter. Fortunately, we found a new homebuilder - CM Lifestyles Home Texas, LLC (formerly Crimson Pointe Homes) - in 2021/22, which signed a contract with us to build new homes on the remaining 20 finished vacant lots in Phase 1 of 1835 Village. The original party on our side to the Agreement, Avalonpark Texas, L.P. was merged with APT Avalon Park Holding, L.P. in 2020.

We therefore would like to propose that the City agrees to extend the Agreement for 5 years, i.e. to May 29, 2028, to allow completion of Phase 1 of 1835 Village and development of the remaining undeveloped acreage should market demand continue.

I have attached:

- > a copy of the 1835 Village Development Agreement;
- > a copy of the First Amendment to the 1835 Village Development Agreement;
- > a draft Second Amendment to the 1835 Village Development Agreement.

We kindly ask the City of Gonzales to approve the extension of the Agreement for 5 years.

Please let me know if you need additional information or documentation.

Thank you and best

APT Avalon Park Holding, L.P.
By: Rk Avalon Austin G.P. , L.L.C., its General Partner

By: _____
Richard Kunz, Manager

Cc: Keith Schauer (Civil Engineer for the 1835 Village project).

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-56 Authorizing the Appointments to the Gonzales Beautification & Design Board

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

During the March 9, 2023 City Council Meeting the Council established the Beautification & Design Board as described below:

9.309 Beautification & Design Board

- (a) Purpose. Develop master plan for beautifying the City's public spaces and state roadways within the city limits. Integrate the efforts of various groups who have the beautification of Gonzales as primary goal and who actively contribute to achieving these goals.
- (b) Duties. The duties of the advisory board are to work as a community partner on behalf of the City, as well as provide guidance to staff on how programs and amenities can best meet the needs of the Gonzales community. They will be a resource for fundraising and special events efforts, and will be a source for community feedback and evaluation of programs and related services to the staff that are directly connected to this purpose..
- (c) Membership. The membership of the Beautification & Design Board will consist of at least five (5) and no more than nine (9) members appointed by the city council.
- (d) Term. All members of the board are appointed for two (2) year staggering terms.
- (e) Quorum. A majority of the board shall constitute a quorum for the transaction of business.

The openings were posted via social media to begin accepting applications. Five applications were received to serve on the board and are attached for review.

POLICY CONSIDERATIONS:

As per the Charter the City Council shall have the power to appoint the members of all boards and commissions. Such boards and commissions shall have all powers and duties created by the charter, by city ordinance or by law.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2022-56

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS
AUTHORIZING THE APPOINTMENTS TO THE BEAUTIFICATION & DESIGN
BOARD; ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council shall have the power to appoint the members of all boards and commissions; and

WHEREAS, the boards and commissions shall have all powers and duties created by the charter, city ordinance or by law; and

WHEREAS, during the March 9, 2023 the City Council established the Beautification & Design Board; and

WHEREAS, the City Council hereby appoints the members to the Boards & Commissions as attached hereto as Exhibit A.

**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 the Board and Commission members for the terms to the boards set out in the attached Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of April, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

A. Beautification & Design Board

The following members are appointed to the Beautification & Design Board for a term beginning April 13, 2023 and ending September 30, 2024:

- 1.
- 2.
- 3.
- 4.
- 5.

The following members are appointed to the Beautification & Design Board for a term beginning April 13, 2023 and ending September 30, 2025:

- 1.
- 2.
- 3.
- 4.

CITY OF GONZALES



COME AND TAKE IT

CITY OF GONZALES
BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION

As an applicant for a City board, committee, or commission, the information on this form may be available in accordance with the guidelines of the Texas Public Information Act. You have the right to request the exclusion of certain information from public access.

Certain boards may have additional qualification requirements. View information about each board on the City website or contact the City Secretary's Office.

Name: Dee Sengelmann
Mailing Address: 205 Saint Andrew St.
City, State & Zip: Gonzales, TX 78629
Phone Number: [REDACTED] (Primary) [REDACTED] (Other)
Email: [REDACTED]
Employer: N/A Retired
Occupation: _____
Business Address: _____

Are you a resident of Gonzales? ☒ Y ☐ N ☐ If yes, how long? 22 yrs

Qualified voter of the City of Gonzales? ☒ Y ☐ N ☐ Voted in the most recent City election? ☒ Y ☐ N ☐

Do you currently serve on a City of Gonzales board or commission? ☐ Y ☒ N ☐

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? ☐ Y ☒ N ☐

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? ☐ Y ☒ N ☐

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? ☐ Y ☒ N ☐

If so, what type? _____

City of Gonzales - 820 St. Joseph, Gonzales, TX 78629 - (830) 672-2815
Submitted applications will be forwarded to the City Council for consideration and are also
available to the public under the guidelines of the Texas Public Information Act.
Please contact the City Secretary (CitySecretary@gonzales.texas.gov) if you have questions about this process.

RECEIVED

MAR 16 2023

Revised 3/23

BY: 1:46 pm

Please give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. You are welcome to provide additional resume, letters, certifications, etc. that further describe your achievements.

I earned my degree at TCU in 1981 and enjoyed 35 years in the classroom teaching high school science.

After that, I was asked to teach and run the microbiology lab at our VC Gonzales Center. I am a Gonzales

Master Gardener, a member of Gonzales Noon Lions Club, President of the Spade and Trowel Garden Club,

and a member of the Gonzales Historic Homes Association. Additionally, I helped organize our Westside

Neighborhood group. I have held leadership roles in many of these fine organizations.

Please state why you wish to serve as a member of a City board, commission, or committee.

After living here for 22 years, I consider Gonzales to be my hometown. I have had the opportunity to serve on

the Charter Review Committee and got a better idea of what it takes to work with others in the civic arena. I

consider myself open to new ideas, and willing to do the work to educate myself on any topics brought or

generated by the committee. With my qualifications I am particularly interested in the newly reformed Beautification

Committee.

Provide names, addresses, and phone numbers for three references:

Dawn O'Donnell

Kris McLain

Ann Covert

If selected, on which boards/committees/commissions would you be willing to serve? Please indicate your preference by number, 1, 2, 3, etc. (number overall, not section by section). This application will remain on file for ninety (90) days.

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

___ Library Board

___ Museum Advisory Board

___ JB Wells Park Advisory Board

___ Independent Golf Course Advisory Board

___ Airport Advisory Board

___ Convention & Visitor Bureau

1 ___ Beautification Committee

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

___ Planning and Zoning Commission

___ Board of Adjustment/Sign Control Board

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

___ Gonzales Economic Development Corp.

___ Main Street Advisory Board

2 ___ AD HOC OR OTHER OPPORTUNITIES AS AVAILABLE – Items may arise from time to time such as, redistricting, or charter review committees, or appointments to regional committees, etc.

I, the undersigned, am interested in serving on the boards, committees, or commissions indicated above. I hereby attest that I do not own or control any entity, nor am I engaged in any business transaction, nor employed, nor belong to any public office, nor am I a member of any board or commission where such activity or membership would present a conflict of interest to my serving on the board, committee, or commission to which I am appointed. For such purposes, I am also aware that I may be required to file a conflict of interest affidavit or other document if determined by law, as applicable (such as Chapters 171 and 176 of the Texas Local Government Code), when and if circumstances require.

I, the undersigned, hereby request consideration for the appointment to a board, committee or commission of the City of Gonzales, Texas. I affirm that all information contained in this application is true and complete and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the City of Gonzales. I have read and understand the City of Gonzales Code of Ethics and Conduct (Article 9.500 of the Code of Ordinances).

SIGNATURE: Dee Sengelmann
DATE: 3-16-2023

For Office Use Only:	
Received by:	
Date:	
Notes on Qualifications:	



COME AND TAKE IT

CITY OF GONZALES

BOARDS, COMMITTEES, AND COMMISSIONS

APPLICATION

As an applicant for a City board, committee, or commission, the information on this form may be available in accordance with the guidelines of the Texas Public Information Act. You have the right to request the exclusion of certain information from public access.

Certain boards may have additional qualification requirements. View information about each board on the City website or contact the City Secretary's Office.

Name: Pat Anders-Ryan

Mailing Address: 1839 Contour Dr.

City, State & Zip: Gonzales TX 78629

Phone Number: [REDACTED] (Primary) [REDACTED] (Other)

Email: [REDACTED]

Employer: Retired Ex Director Gonzales Youth Center

Occupation: _____

Business Address: _____

Are you a resident of Gonzales? ☒ YES ☐ NO If yes, how long? Life

Qualified voter of the City of Gonzales? ☒ YES ☐ NO Voted in the most recent City election? ☒ YES ☐ NO

Do you currently serve on a City of Gonzales board or commission? ☐ YES ☒ NO

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? ☐ YES ☒ NO

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? ☐ YES ☒ NO

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? ☐ YES ☒ NO

If so, what type? _____

Please give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. You are welcome to provide additional resume, letters, certifications, etc. that further describe your achievements.

I am born and raised in this wonderful town. I have been involved in many aspects and projects. I belong to Pilot Club, Elks, Aid Club, worked with SYP and Gonzales Youth Center. I taught dance for over 20 yrs.

Please state why you wish to serve as a member of a City board, commission, or committee.

Hope to contribute somehow to keeping Gonzales going and growing!

Provide names, addresses, and phone numbers for three references:

Nancy Logan
David Bind
Scottie Beth Baker

If selected, on which boards/committees/commissions would you be willing to serve? Please indicate your preference by number, 1, 2, 3, etc. (number overall, not section by section). This application will remain on file for ninety (90) days.

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

- | | |
|-------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Museum Advisory Board |
| <input type="checkbox"/> JB Wells Park Advisory Board | <input type="checkbox"/> Independent Golf Course Advisory Board |
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Convention & Visitor Bureau |
| <input checked="" type="checkbox"/> Beautification & Design Board | |

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

- | | |
|---------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Board of Adjustment/Sign Control Board |
|---------------------------------------------------------|-----------------------------------------------------------------|

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

- | | |
|--------------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Gonzales Economic Development Corp. | <input checked="" type="checkbox"/> Main Street Advisory Board |
|--------------------------------------------------------------|----------------------------------------------------------------|

☒ AD HOC OR OTHER OPPORTUNITIES AS AVAILABLE – Items may arise from time to time such as, redistricting, or charter review committees, or appointments to regional committees, etc.

City of Gonzales – 820 St. Joseph, Gonzales, TX 78629 – (830) 672-2815

Submitted applications will be forwarded to the City Council for consideration and are also available to the public under the guidelines of the Texas Public Information Act.

Please contact the City Secretary (CitySecretary@gonzales.texas.gov) if you have questions about this process. Revised 3/23

I, the undersigned, hereby request consideration for the appointment to a board, committee or commission of the City of Gonzales, Texas. I affirm that all information contained in this application is true and complete and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the City of Gonzales. I have read and understand the City of Gonzales Code of Ethics and Conduct (Article 9.500 of the Code of Ordinances).

DATE: 3-19-23

For Office Use Only:	
Received by:	
Date:	
Notes on Qualifications:	

CITY OF GONZALES



COME AND TAKE IT

CITY OF GONZALES
BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION

As an applicant for a City board, committee, or commission, the information on this form may be available in accordance with the guidelines of the Texas Public Information Act. You have the right to request the exclusion of certain information from public access.

Certain boards may have additional qualification requirements. View information about each board on the City website or contact the City Secretary's Office.

Name: Deane Parsley-Novosad
Mailing Address: 4573 State Hwy 97 E
City, State & Zip: Gonzales, TX 78629
Phone Number: [REDACTED] (Other)
Email: [REDACTED]
Employer: Norma's House
Occupation: Executive Director
Business Address: 1604 St. Paul / PO Box 1925, Gonzales TX 78629

Are you a resident of Gonzales? ☒ Y ☐ N If yes, how long? since birth

Qualified voter of the City of Gonzales? ☐ Y ☒ N Voted in the most recent City election? ☐ Y ☒ N

Do you currently serve on a City of Gonzales board or commission? ☐ Y ☒ N

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? ☐ Y ☒ N

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? ☐ Y ☒ N

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? ☐ Y ☒ N

If so, what type? _____

Please give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. You are welcome to provide additional resume, letters, certifications, etc. that further describe your achievements.

I was born and raised in Gonzales and have lived here the majority of my adult life. I have a Bachelor's degree in psychology and a master's degree in Social Work. I worked with Children's Protective Services for 20 years and at Norma's House for 10 years. I was appointed the executive director of Norma's House in 2018. I have experience with working with Board of Directors of Norma's House.

Please state why you wish to serve as a member of a City board, commission, or committee.

Gonzales is my home. I was born and raised here and have lived here the majority of my adult life. I have family members that continue to reside in this community. I feel a connection to Gonzales. I would like to serve on the beautification committee to improve the appearance of Gonzales so that it will catch the attention of others, and so that they may learn about the rich history of Gonzales.

Provide names, addresses, and phone numbers for three references:

Curtis Parsley

Charlotte Knesek

Kim Richter

If selected, on which boards/committees/commissions would you be willing to serve? Please indicate your preference by number, 1, 2, 3, etc. (number overall, not section by section). This application will remain on file for ninety (90) days.

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

☐ Library Board

☐ JB Wells Park Advisory Board

☐ Airport Advisory Board

☒ Beautification & Design Board

☐ Museum Advisory Board

☐ Independent Golf Course Advisory Board

☐ Convention & Visitor Bureau

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

☐ Planning and Zoning Commission

☐ Board of Adjustment/Sign Control Board

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

☐ Gonzales Economic Development Corp. ☐ Main Street Advisory Board

☐ AD HOC OR OTHER OPPORTUNITIES AS AVAILABLE – Items may arise from time to time such as, redistricting, or charter review committees, or appointments to regional committees, etc.

I, the undersigned, am interested in serving on the boards, committees, or commissions indicated above. I hereby attest that I do not own or control any entity, nor am I engaged in any business transaction, nor employed, nor belong to any public office, nor am I a member of any board or commission where such activity or membership would present a conflict of interest to my serving on the board, committee, or commission to which I am appointed. For such purposes, I am also aware that I may be required to file a conflict of interest affidavit or other document if determined by law, as applicable (such as Chapters 171 and 176 of the Texas Local Government Code), when and if circumstances require.

I, the undersigned, hereby request consideration for the appointment to a board, committee or commission of the City of Gonzales, Texas. I affirm that all information contained in this application is true and complete and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the City of Gonzales. I have read and understand the City of Gonzales Code of Ethics and Conduct (Article 9.500 of the Code of Ordinances).

SIGNATURE:

Deane Novasol

DATE:

3/21/2023

For Office Use Only:	
Received by:	
Date:	
Notes on Qualifications:	

CITY OF GONZALES



COME AND TAKE IT

CITY OF GONZALES
BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION

RECEIVED
MAR 30 2023

09:50 AM
J

As an applicant for a City board, committee, or commission, the information on this form may be available in accordance with the guidelines of the Texas Public Information Act. You have the right to request the exclusion of certain information from public access.

Certain boards may have additional qualification requirements. View information about each board on the City website or contact the City Secretary's Office.

Name: Connie Dolczal

Mailing Address: 228 N. Fair St.

City, State & Zip: Gonzales, Tx 78629

Phone Number: [REDACTED] (Primary) [REDACTED] (Other)

Email: [REDACTED]

Employer: Shear Design's Salon + Boutique

Occupation: Owner

Business Address: 805 N. St. Joseph St.

Are you a resident of Gonzales? ☒ YES ☐ NO If yes, how long? 67 years

Qualified voter of the City of Gonzales? ☒ YES ☐ NO Voted in the most recent City election? ☒ YES ☐ NO

Do you currently serve on a City of Gonzales board or commission? ☐ YES ☒ NO

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? ☐ YES ☒ NO

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? ☐ YES ☒ NO

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? ☐ YES ☒ NO

If so, what type? _____

Please give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. You are welcome to provide additional resume, letters, certifications, etc. that further describe your achievements.

I have lived in Gonzales all my life. Graduated in 1974. Went to beauty school and have owned Sheri Design Salon since 1985. Sheri Design Boutique opened in 2004. I was on the Main Street board for over 10 years and enjoyed Christmas decorations and the summer concerts. Also my heart was very involved in getting the butterfly garden established.

Please state why you wish to serve as a member of a City board, commission, or committee.

I'd like to serve on the Beautification Committee to improve the esthetics to town, work with Cuda on code enforcement, and help with the public department. My passion is landscaping and clean up.

Provide names, addresses, and phone numbers for three references:

Barbara Crocker
Sheri Shepherdberg
Barbara Schubert

If selected, on which boards/committees/commissions would you be willing to serve? Please indicate your preference by number, 1, 2, 3, etc. (number overall, not section by section). This application will remain on file for ninety (90) days.

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

- | | |
|-------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Museum Advisory Board |
| <input type="checkbox"/> JB Wells Park Advisory Board | <input type="checkbox"/> Independent Golf Course Advisory Board |
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Convention & Visitor Bureau |
| <input checked="" type="checkbox"/> Beautification & Design Board | |

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

- | | |
|---------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Board of Adjustment/Sign Control Board |
|---------------------------------------------------------|-----------------------------------------------------------------|

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

- | | |
|--------------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Gonzales Economic Development Corp. | <input type="checkbox"/> Main Street Advisory Board |
|--------------------------------------------------------------|-----------------------------------------------------|

AD HOC OR OTHER OPPORTUNITIES AS AVAILABLE – Items may arise from time to time such as, redistricting, or charter review committees, or appointments to regional committees, etc.

I, the undersigned, hereby request consideration for the appointment to a board, committee or commission of the City of Gonzales, Texas. I affirm that all information contained in this application is true and complete and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the City of Gonzales. I have read and understand the City of Gonzales Code of Ethics and Conduct (Article 9.500 of the Code of Ordinances).

DATE: 3-29-2023

City of Gonzales – 820 St. Joseph, Gonzales, TX 78629 – (830) 672-2815
Submitted applications will be forwarded to the City Council for consideration and are also
available to the public under the guidelines of the Texas Public Information Act.
Please contact the City Secretary (CitySecretary@gonzales.texas.gov) if you have questions about this process. Revised 3/23



COME AND TAKE IT

CITY OF GONZALES

BOARDS, COMMITTEES, AND COMMISSIONS

APPLICATION

As an applicant for a City board, committee, or commission, the information on this form may be available in accordance with the guidelines of the Texas Public Information Act. You have the right to request the exclusion of certain information from public access.

Certain boards may have additional qualification requirements. View information about each board on the City website or contact the City Secretary's Office.

Name: Jessica L McKinney

Mailing Address: 521 Saint Peter Street

City, State & Zip: _____

Phone Number: _____ (Primary) _____ (Other)

Email: _____

Employer: _____

Occupation: Healthcare Revenue Cycle Operations

Business Address: 1100 Dr. Martin Luther King Blvd, Nashville TN

Are you a resident of Gonzales? ☒ Y ☐ N If yes, how long? 2.75 yrs

Qualified voter of the City of Gonzales? ☒ Y ☐ N Voted in the most recent City election? ☒ Y ☐ N

Do you currently serve on a City of Gonzales board or commission? ☐ Y ☒ N

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? ☐ Y ☒ N

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? ☐ Y ☒ N

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? ☐ Y ☒ N

If so, what type? _____

Please give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. You are welcome to provide additional resume, letters, certifications, etc. that further describe your achievements.

I grew up in Gonzales and am a graduate of Gonzales High School, worked at the local radio station and was an active member of the Gonzales Crystal Theatre for many years. My husband and I moved away in 1992 and returned to Gonzales in 2020 with an intention of becoming involved in local organizations. I currently serve as President of the Crystal Theatre Board of Directors. I work from home for HCA Healthcare, in the revenue cycle operations area, having worked for HCA for the past 22 years.

Please state why you wish to serve as a member of a City board, commission, or committee.

I wish to take an active role in local organizations focused on improving the quality of life in my community.

Having lived outside of Gonzales for nearly three decades, it was great to return and see the progress that has been made, yet there is still so much work to be done, and I wish to be part of that work.

Provide names, addresses, and phone numbers for three references:

If selected, on which boards/committees/commissions would you be willing to serve? Please indicate your preference by number, 1, 2, 3, etc. (number overall, not section by section). This application will remain on file for ninety (90) days.

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

<input type="checkbox"/> Library Board	<input type="checkbox"/> Museum Advisory Board
<input type="checkbox"/> JB Wells Park Advisory Board	<input type="checkbox"/> Independent Golf Course Advisory Board
<input type="checkbox"/> Airport Advisory Board	<input checked="" type="checkbox"/> 3 Convention & Visitor Bureau
<input checked="" type="checkbox"/> 1 Beautification & Design Board	

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

<input type="checkbox"/> Planning and Zoning Commission	<input type="checkbox"/> Board of Adjustment/Sign Control Board
---------------------------------------------------------	-----------------------------------------------------------------

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

<input type="checkbox"/> Gonzales Economic Development Corp.	<input checked="" type="checkbox"/> 2 Main Street Advisory Board
--------------------------------------------------------------	------------------------------------------------------------------

☐ AD HOC OR OTHER OPPORTUNITIES AS AVAILABLE – Items may arise from time to time such as, redistricting, or charter review committees, or appointments to regional committees, etc.

I, the undersigned, hereby request consideration for the appointment to a board, committee or commission of the City of Gonzales, Texas. I affirm that all information contained in this application is true and complete and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the City of Gonzales. I have read and understand the City of Gonzales Code of Ethics and Conduct (Article 9.500 of the Code of Ordinances).

DATE: 03.29.2023

For Office Use Only:	
Received by:	
Date:	
Notes on Qualifications:	

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-57 Approving Changes to the Job Descriptions and Current Position Classifications for Fiscal Year 2022-2023 for the following: Swimming Pool Manager, JB Wells Park Arena Operations Manager and Solid Waste, Street, Water, Wastewater Departments

DATE: April 13, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In review of the job functions and oversight of several departments by the City Manager, it has been determined that changes to the listed departments are needed.

Swimming Pool Manager-this position currently requires Lifeguard certification. However, it has been a recurring issue to employ a qualified individual to manage the swimming pool operations during the summer months. City staff feels that it would be in the city's best interest to remove the requirement and list it as a preferred requirement of the position. This individual would manage the overall day-to-day operations and scheduling of the staff and manage the lifeguards and cashiers on staff. The other certifications such as CPR certification will remain as required.

JB Wells Park-the Arena Operations Manager job description states that this position will answer directly to the Parks Director. However, city staff felt that it would be better as it is technically a stand-alone department that should answer directly to the City Manager for supervision.

Solid Waste-this department is also known as the Brush Department. The department currently employs two staff members, which will not change. There is only one job description for an Equipment Operator I position, that does not require a CDL driver license. However, a CDL is required to drive the truck due to the gross weight of the truck and brush chipper exceeding a certain weight limit. Staff felt it was best to create a job description for an Equipment Operator II within the department that requires a CDL driver license.

City staff is making the following recommendations after review of the new training requirements for CDL's driver licenses.

Street-removed the CDL requirements for the Equipment Operator I position, as it is an entry level position. Made minor revisions for consistency on the Equipment Operator II, Crew Leader and Street Director job descriptions.

Water-removed the CDL requirements and removed "*adjust chemical additive levels and water flow as needed*" for the Equipment Operator I position since this is an entry level position. Crew

Leader job description was needed since we currently have an individual in the position, and it is already listed within the Position Classification document. Clarified in all job descriptions within the Water Department the TCEQ required licenses and time frames that they are required to be obtained. Other minor changes are reflected in red.

Wastewater- removed the CDL requirements for the Equipment Operator I position since this is an entry level position. Clarified in all job descriptions within the Wastewater Department the TCEQ required licenses and time frames that they are required to be obtained. Other minor changes are reflected in red.

POLICY CONSIDERATIONS:

This resolution will amend the job descriptions for Swimming Pool Manager, JB Wells Park Arena Operations Manager and Solid Waste, Street, Water, Wastewater Departments Job Descriptions and Current Position Classifications for Fiscal Year 2022-2023

FISCAL IMPACT:

There will not be a fiscal impact to the budget for these changes.

ATTACHMENTS:

Job descriptions, and position classifications.

STAFF RECOMMENDATIONS:

City staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING CHANGES TO THE JOB DESCRIPTIONS AND CURRENT POSITION CLASSIFICATIONS FOR FISCAL YEAR 2022-2023 FOR THE FOLLOWING: SWIMMING POOL MANAGER, JB WELLS PARK ARENA OPERATIONS MANAGER AND SOLID WASTE, STREET, WATER, WASTEWATER DEPARTMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council finds that approving the City of Gonzales job descriptions and job classifications as described herein will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales, Texas approves Approving Changes to the Swimming Pool Manager, JB Wells Park Arena Operations Manager and Solid Waste, Street, Water, Wastewater Departments Job Descriptions and Current Position Classifications for Fiscal Year 2022-2023 as set forth in the attached Exhibit A.

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of April, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

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

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

POSITION CLASSIFICATION		
DEPARTMENT	EEO CLASS	FLSA
210-750 Revenue Collections		
Revenue Collections Supervisor	Administrative Support-01	Exempt
Revenue Collections Clerk (3)	Administrative Support-01	Non-exempt
220-720 Water Department		
Water Department Director	Officials/Administrative-13	Exempt
Crew Leader	Skilled Craft-13	Non-exempt
Water Operator I (2)	Skilled Craft-13	Non-exempt
Water Operator II	Skilled Craft-13	Non-exempt
230-730 Wastewater Department		
Wastewater Superintendent	Officials/Administrative-13	Exempt
Crew Leader (2)	Skilled Craft-13	Non-exempt
Operator I (3)	Skilled Craft-13	Non-exempt
Operator II (2)	Skilled Craft-13	Non-exempt
240-740 Solid Waste		
Equipment Operator I (2) (1)	Skilled Craft-02	Non-exempt
Equipment Operator II (1)	Skilled Craft-02	Non-exempt
500-811 Hotel/Motel		
Tourism Director	Professional-01	Exempt
700-700 Economic Development		
Economic Development President/CEO	Officials/Administrative-01	Exempt
Administrative Assistant to President/CEO	Administrative Support-01	Non-exempt