

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –SEPTEMBER 14, 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.

BUDGET AND TAX RATE ITEMS

- 1.1 Discuss, Consider & Possible Action on **Ordinance #2023-10** Approving the Operating Budget for the City of Gonzales and the Gonzales Economic Development Corporation for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; Renewing the City's Financial Policy, Investment Policy, and Budget Contingency Policy
- 1.2 Discuss, Consider & Possible Action Approving **Resolution #2023-93** to Ratify the Property Tax Revenue Increase Reflected in the Fiscal Year 2023-2024 Budget as required by Texas Local Government Code Section 102.007 when adopting a budget that will require raising more revenues from property taxes than in the previous year
- 1.3 Discuss, Consider & Possible Action on **Ordinance #2023-11** Approving the 2023 Ad Valorem Tax Rate and Levy of Assessed Valuation of All Taxable Property Within the Corporate Limits of the City of Gonzales, Texas
- 1.4 Discuss, Consider & Possible Action on **Resolution #2023-94** Authorizing and Adopting the Investment Policy for the City of Gonzales

- 1.5 Discuss, Consider & Possible Action on **Ordinance #2023-12** Adopting the City of Gonzales Rate and Fee Schedule and for various city services; consolidating those fees for convenience

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 August 10, 2023 Regular Meeting, August 14, 2023 Workshop & September 7, 2027 Special Called Meeting
- 2.2 Discuss, Consider & Possible Action on **Resolution #2023-95** 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 #2023-85** Approving Type B Economic Development Agreement between the Gonzales Economic Development Corporation and the City of Gonzales, Texas Authorized Pursuant to Section 505.158 of the Texas Local Government Code for State Grant Matching Funds for the Airport Runway Lighting Project in the amount of \$145,000.00-Second Reading
- 2.4 Discuss, Consider & Possible Action on **Resolution #2023-96** Approving a Type B Economic Development Project and Performance Agreement by and Between the GEDC and ButlerWood, Inc.-First Reading
- 2.5 Discuss, Consider & Possible Action on **Resolution #2023-97** Authorizing the City Manager to Enter into an Agreement with Gonzales Paws and Whiskers, Inc.
- 2.6 Discuss, Consider & Possible Action on **Resolution #2023-98** Authorizing the City Manager to Enter into an Agreement with Gonzales Dog Adoptions
- 2.7 Discuss, Consider & Possible Action on **Resolution #2023-99** Authorizing the Expenditure in an amount not to exceed \$3,000.00 to Norma's House, Gonzales Regional Children's Advocacy Center, Inc. from the Restricted Use Municipal Court Child Safety Fund
- 2.8 Discuss, Consider & Possible Action on **Resolution #2023-100** Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Gonzales County Senior Citizens Association, Inc.
- 2.9 Discuss, Consider & Possible Action on **Resolution #2023-101** Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Preservation Gonzales, Inc. for Historical Preservation
- 2.10 Discuss, Consider & Possible Action on **Resolution #2023-102** Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Gonzales Crystal

Theater, Inc. for Historical Preservation and the Encouragement, Promotion, Improvement, and Application of the Arts

- 2.11 Discuss, Consider & Possible Action on **Resolution #2023-103** Authorizing the City Manager to Execute an Agreement between the City of Gonzales and The Edwards Association for Historical Preservation
- 2.12 Discuss, Consider & Possible Action on **Resolution #2023-104** Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Gonzales County Restoration Association dba Gonzales Pioneer Village for Historical Preservation
- 2.13 Discuss, Consider & Possible Action on **Resolution #2023-105** Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Gonzales Chapter Daughters of the Republic of Texas for Historical Preservation

RESOLUTIONS

- 3.1 Discuss, Consider & Possible Action on **Resolution #2023-106** Approving an Administrative Services Agreement by and Between the GEDC and City of Gonzales, Texas
- 3.2 Discuss, Consider & Possible Action on **Resolution #2023-107** Approving a Performance Agreement with HUB CITY Revitalization, LLC and Approving the Execution of a Commercial Contract – 510 St Paul
- 3.3 Discuss, Consider & Possible Action on **Resolution #2023-108** Authorizing the Appointments and Reappointments to the Airport Advisory Board, Gonzales Convention & Visitors Bureau, Gonzales Economic Development Corporation, Gonzales Golf Course Advisory Board, JB Wells Park Advisory Board, Gonzales Library Board, Main Street Advisory Board, Museum Advisory Board, Planning & Zoning Commission, and Zoning Board of Adjustment & Sign Control Board
- 3.4 Discuss, Consider & Possible Action on **Resolution #2023-109** Authorizing the City Manager to Execute Addendum Two to the Agreement with Frontier Access, LLC (Frontier Waste Solutions) For Solid Waste Collection and Disposal Services Providing For a Residential, Commercial, and Industrial Unit Fuel Cost Adjustment Increase in the Amount of 5.7%
- 3.5 Discuss, Consider & Possible Action on **Resolution #2023-110** Authorizing the Nomination of Candidates for Positions to be Filled on the Gonzales Central Appraisal District Board of Directors
- 3.6 Discuss, Consider & Possible Action **Resolution #2023-111** Authorizing the City to waive certain costs associated with remedying a leak and bringing three properties into compliance under the City's Water and Wastewater Utilities

ORDINANCES

- 4.1 Discuss, Consider & Possible Action on **Ordinance #2023-13** Approving the City of Gonzales' Texas Municipal Retirement System Benefits Authorizing: (1) An Increase to

the Employee Contribution Rate; (2) Non-Retroactive Repeating COLAS, For Retirees and Their Beneficiaries Pursuant to TMRS Act §853.404(f) and (f-1), AND (3) ANNUALLY ACCRUING UPDATED SERVICE CREDITS

- 4.2 Discuss, Consider & Possible Action on **Ordinance #2023-14** Repealing Chapter 8 Offenses and Nuisances, Article 8.500 Curfew for Minors of the City of Gonzales Code of Ordinances

STAFF/BOARD REPORTS

- 5.1 Finance Director, Laura Zella will provide feedback on any questions regarding:
- Financial Reports for funds as of August 31, 2023
 - Cash & Investment by Fund as of August 31, 2023
- 5.2 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

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

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

ADJOURN

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

I certify that a copy of the September 14, 2023, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 11th day of September, 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 _____, 2022 at _____am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

Kristina Vega, City Secretary

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

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2023-10 Approving the Operating Budget for the City of Gonzales and the Gonzales Economic Development Corporation for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; Renewing the City's Financial Policy, Investment Policy, and Budget Contingency Policy

DATE: September 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The proposed budget and all supporting schedules were filed with the City Secretary on August 14, 2023.

Required notices of a Public Hearing were published in the Gonzales Inquirer and posted on the City's website in accordance with Section 102.0065 of the Local Government Code. The City Council held a public hearing on the budget on September 7, 2023.

Section 9.09 of the City of Gonzales Charter states, after public hearing, the City Council must analyze the budget, making any additions or deletions which they deem appropriate, and must, at least ten (10) days before the beginning of the next fiscal year, adopt the budget by the affirmative vote of a majority of the full membership of the city council.

Since the proposed budget was filed, based upon input from the public, City Council and staff, the following changes were made to the budget before the Council for adoption:

Changes to the Budget originally submitted are listed below:

1. Updated the Capital Improvement Plan include the projects for the Museum.
2. Updated the GEDC justification (wording only)

The Charter also sets out the documentation required to be in the budget. Staff has included all statutorily required documentation as well as descriptive and analytical information. We have also included a contingency plan that outlines steps to be taken in the event that revenues do not meet expectations; and a 5-year Capital Improvement Plan.

In accordance with LGC 102.007 on September 7, 2023 at the close of the Public Hearing on the 2023-2024 Budget, the Council took action to postpone the adoption of the budget until today's meeting. (September 14th).

POLICY CONSIDERATIONS:

This budget sets forth the fiduciary policies for the City of Gonzales and the Gonzales Economic

Development Corporation for the upcoming fiscal year beginning October 1, 2023 and ending September 30, 2024. This budget will renew the City's Financial Policy, Investment Policy and the Budget Contingency Plan.

FISCAL IMPACT:

The total proposed budget is \$29,668,945 in total revenues and \$31,308,637 in total expenditures. The budget for the General Fund and JB Wells together is \$10,065,560 in total revenues and \$10,065,559 in total expenditures for a balanced budget. Revenues are exceeding expenditures in the Electric Fund, Water Fund, Wastewater Fund, Solid Waste Fund, and Debt Service Fund. The Tourism Fund, Memorial Museum Fund, Forfeiture Fund, Municipal Court Fund, Robert L. Brothers Fund, Peg Franchise Fund and the Economic Development Fund are all expenditures over revenues and will be using their fund balance.

ATTACHMENTS:

Attachments:
Budget 2023-2024

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this ordinance.

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF GONZALES, TEXAS; PROVIDING FOR THE FILING OF THE BUDGET; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; RENEWING THE CITY'S FINANCIAL POLICY, INVESTMENT POLICY AND BUDGET CONTINGENCY POLICY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Manager of the City of Gonzales submitted a budget proposal to the City Council prior to the beginning of the fiscal year, and in said budget proposal set forth the estimated revenues and expenditures and made the detailed classification as required by the City Charter of the City of Gonzales, Texas; and

WHEREAS, the City Council finds that all provisions pertaining to the adoption of a budget contained in the City Charter have been in all things complied with; and

WHEREAS, a Public Hearing was held by the City Council of the City of Gonzales, Texas on the September 7, 2023; and

WHEREAS, after full and final consideration, the City Council is of the opinion that the budget should be approved and adopted.

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

Section 1. The budget of the expenditures of the City of Gonzales for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024, be, and the same is in all things, adopted and approved as the said City of Gonzales budget for the Fiscal Year beginning the first day of October 2023, and ending the thirtieth day of September 2024.

Section 2. The sums below are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved budget document:

2023-2024 Budget

General Fund with JB Wells	10,065,559
Electric Fund	11,193,048
Water Fund	3,192,759
Wastewater Fund	1,541,943

Solid Waste Fund	850,468
Debt Service Fund-Governmental	815,200
Tourism Fund	603,284
Memorial Museum Fund	9,000
Forfeiture Fund	20,500
Municipal Court Fund	8,000
Robert L. Brothers	30,600
Peg Franchise Fund	75,000
<u>Economic Development Fund</u>	<u>2,903,275</u>
Total	31,308,637

Section 3. A true and correct copy of this ordinance along with the approved budget attached hereto, and any amendments thereto, shall be filed with the City Secretary. In addition, the City Manager is hereby directed to file or cause to be filed a true and correct copy of this ordinance along with the approved budget attached hereto, and any amendments thereto, in the office of the County Clerk of Gonzales, Texas, as required by law.

Section 4. Record Vote.

FOR:

AGAINST:

PRESENT BUT ABSTAINED FROM VOTING:

ABSENT:

Section 5. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Gonzales, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such a Code are hereby repealed.

Section 6. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 7. This ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

PASSED, ADOPTED, AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-93 to Ratify the Property Tax Revenue Increase Reflected in the Fiscal Year 2023-2024 Budget as required by Texas Local Government Code Section 102.007 when adopting a budget that will require raising more revenues from property taxes than in the previous year

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

The budget includes a decrease in the property tax rate of \$0.3117 to \$0.2938, which is a decrease of \$0.0179 per \$100.00 valuation.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 0.96% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new-revenue tax rate calculated under Chapter 26, Tax Code).

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2023-2024 BUDGET AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 102.007 WHEN ADOPTING A BUDGET THAT WILL REQUIRE RAISING MORE REVENUES FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the budget includes a decrease in the property tax rate of \$0.3117 to \$0.2938, which is a decrease of \$0.0179 per \$100.00 valuation; and

WHEREAS, the tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 0.96% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new-revenue tax rate calculated under Chapter 26, Tax Code).

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

Section 1. The City Council of the City of Gonzales, Texas hereby ratifies the property tax revenue increase reflected in the Fiscal Year 2023-2024 Budget in accordance with Section 102.007(c) of the Texas Local Government Code.

Section 2. That the foregoing legislative findings are found to be true and incorporated herein.

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

FOR:

AGAINST:

PRESENT BUT ABSTAINED FROM VOTING:

ABSENT:

Section 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2023-11 Approving the 2023 Ad Valorem Tax Rate and Levy of Assessed Valuation of All Taxable Property Within the Corporate Limits of the City of Gonzales, Texas

DATE: September 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

As per §102.009 of the Texas Local Government Code the budget appropriating revenues generated for the use and support of the municipal government of the City of Gonzales has been approved and adopted by the City Council of the City of Gonzales. On August 14, 2023 the City Council of the City of Gonzales approved the preliminary maximum tax rate of \$0.2938 per \$100.00 valuation for fiscal year 2023-2024.

The proposed rate exceeds the lower of the voter-approval tax rate or the no-new revenue tax rate calculated as provided by Chapter 26 of the Tax Code, therefore, a Public Hearing was required. The required Public Hearing was advertised and held in accordance with Tax Code §26.06 on the following date: Public Hearing-September 7th.

The components of the proposed ad valorem tax rate of \$0.2938 per \$100.00 valuation is below:

\$0.1635 for Maintenance and Operation (M&O)

\$0.1303 for Debt Service (I&S)

\$0.2938 Total Tax Rate

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

If the tax rate of \$0.2938 is adopted, the tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 0.96% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new revenue tax rate calculated under Chapter 26, Tax Code).

STAFF RECOMMENDATION:

Respectfully request approval of this ordinance.

ORDINANCE NO. 2023-11

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

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

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

WHEREAS, a Public Hearing was held by the City Council of the City of Gonzales on the 7th day of September 2023; and

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

WHEREAS, the adjusted tax value for 2023 is \$609,496,460 which was an increase of \$43,572,510 from the 2022 adjusted value of \$565,923,950 resulting in the tax revenue increase even though the tax rate is decreasing; and

WHEREAS, the taxes have been levied in accordance with the adopted 2023-24 budget as required by state law.

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

Section 1. The ad valorem tax appraisal roll and no-new revenue tax rate information as presented by the tax assessor for the tax year 2023, be and is hereby in all things approved and adopted.

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

Section 3. **THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.48 PERCENT (MAINTENANCE AND OPERATION TAX RATE ABOVE THE EFFECTIVE MAINTENANCE AND OPERATION**

TAX RATE) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$5.70.

Section 4. THE BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$26,497 OR 1.50% AND OF THAT AMOUNT \$10,845 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR. (BASED ON \$0.2938)

Section 5. THE ADOPTION OF \$0.2938 WILL DECREASE YOUR PROPERTY TAXES BY 1.79 CENTS (\$0.0179) FROM \$0.3117 CENTS TO \$0.2938 CENTS. THIS WILL DECREASE YOUR CITY TAXES BY \$1.492 PER MONTH (\$17.90) A YEAR ON A \$100,000 VALUED PROPERTY.

Section 6. The tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 0.96% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new revenue tax rate calculated under Chapter 26, Tax Code).

Section 7. There is hereby levied and assessed and there shall be collected for the tax year 2023 for the general use and support of the Municipal Government of the City of Gonzales, Texas a total of ad valorem tax of \$0.2938 on each One Hundred Dollars (\$100.00) of valuation of property - real and personal – within the corporate limits of the City of Gonzales, Texas, subject to taxation. The assessment ration shall be One Hundred percent (100%).

Section 8. The City Council of the City of Gonzales, Texas, does hereby levy or adopt the tax rate on \$100.00 valuation for this city for tax year 2023 as follows:

\$0.1635	for the purpose of maintenance and operation
<u>\$0.1303</u>	for the payment of principal, interest and Administration fees on debt
\$0.2938	total tax rate

Section 9. Ad valorem taxes for the year are due and payable on October 1, 2023 and shall become delinquent after January 31, 2024. A delinquent tax shall incur all penalty and interest authorized by state law, Section 33.01 of the Property Tax Code. Taxes that remain delinquent on and after July 1, 2024, incur an additional penalty of 15% of the amount of the taxes, penalty and interest due, such additional penalty to defray the cost of collection as authorized in Section 6.300 of the Property Tax Code. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

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

Section 11. Record Vote.

FOR:

AGAINST:

PRESENT BUT ABSTAINED FROM VOTING:

ABSENT:

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

Section 13. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

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

PASSED, ADOPTED, AND APPROVED this 14th day of September, 2023.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-94 Authorizing and Adopting the Investment Policy for the City of Gonzales

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Council is required to adopt the Investment Policy by Resolution each year. The Investment Policy guides staff on how to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City of Gonzales and conforming to Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code and all other State and local statutes governing investment of public funds. In previous years, the Investment Policy has been adopted with the Budget Ordinance stating it renews the Investment Policy. Staff is requesting to adopt the Investment Policy separately for the 2023-2024 budget.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

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

RESOLUTION 2023-94

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

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

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

WHEREAS, in previous years, the Investment Policy has been adopted with the Budget Ordinance stating it renews the Investment Policy; however, staff is seeking separate adoption for the 2023-2024 budget; and

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

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

I. Policy

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

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

II. Scope

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

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

III. Prudence

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

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

IV. Objective

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

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

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

V. Delegation of Authority

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

VI. Ethics and Conflicts of Interest

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

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

VII. Authorized Broker/Dealers

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

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

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

VIII. Investment Strategy

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

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

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

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

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

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

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

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

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

IX. Authorized & Suitable Investments

GONZALES is empowered by statute to invest in the following:

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

D. Investment Pools:

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

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

X. Unauthorized Investments

The following are not authorized investments under this section:

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

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

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

XI. Depository

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

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

XII. Collateralization

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

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

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

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

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

XIII. Safekeeping and Custody

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

XIV. Electronic Fund Transfer

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

XV. Diversification

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

XVI. Maximum Maturities

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

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

XVII. Internal Control

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

XVIII. Performance Standards

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

XIX. Reporting

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

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

XX. Investment Policy Adoption

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

XXI. Auditor

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

XXII. Training

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

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

XXIII. Donated Investments

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

PASSED AND APPROVED by the City Council of the City of Gonzales, Texas this 14th day of September, 2023.

Mayor
City of Gonzales, Texas

ATTEST:

City Secretary
City of Gonzales, Texas

PASSED AND APPROVED by the Board of Directors of the Gonzales Economic Development Corporation, Texas
this ____ day of September, 2023.

President
Gonzales Economic Development Corporation

ATTEST:

Executive Director
Gonzales Economic Development Corporation

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2023-12 Adopting the City of Gonzales Master Rate and Fee Schedule for various city services; consolidating those fees for convenience

DATE: September 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

On September 9, 2021 the City Council adopted a Master Rate and Fee schedule to include all of the rates and fees that the City of Gonzales charges for services. Annually, during the budget process, the City Council shall review the Master Rate and Fee Schedule for necessary changes. On September 14, 2023 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2023 and ending September 30, 2024. Staff is proposing an amended Master Rate and Fee Schedule to be adopted.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

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

ATTACHMENTS:

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

STAFF RECOMMENDATION:

Staff respectfully recommends approval of the City of Gonzales Master Rate and Fee Schedule.

ORDINANCE NO. 2023-12

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

WHEREAS, the City Council held a Public Hearing requesting citizen input regarding the proposed rate and fee schedule for Fiscal Year 2023-2024 on September 7, 2023; and

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

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

WHEREAS, on September 14, 2023 the City Council of the City of Gonzales adopted the annual operating budget for the fiscal year October 1, 2023 through September 30, 2024 that incorporates the fees and charges specified; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby adopts and approves the Master Rate and Fee Schedule as set forth in the attached "Exhibit A" effective October 1, 2023.

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

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

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

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

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

Section 7. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

MASTER RATE AND FEE SCHEDULE		
	Current	Proposed
PERMITS AND LICENSE FEES -		
The following is the Permit Fee Schedule for Commercial Construction: New/Addition and Remodel. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.		
Plan Review Fee		
Plan Review Permit Fee -per permit	50% of Permit Fee	Same
COMMERCIAL CONSTRUCTION		
Base Permit Fee	\$100.00	Same
NEW/ADDITION -(Project area per square foot: base permit fee plus price per square foot)		
Project Area per Square Foot	Base Permit Fee Plus Price Per Square Foot	Same
1-3,000	\$0.33	Same
3001-10,000	\$0.22	Same
10,001-20,000	\$0.11	Same
20,001-40,000	\$0.09	Same
40,001-50,000	\$0.05	Same
50,000 and Up	\$0.03	Same
REMODEL		
1-3,000	\$0.11	Same
3001-10,000	\$0.06	Same
10,000 and Up	\$0.04	Same
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Slab or Pier and Beam	\$27.50	Same
2-Framing	\$27.50	Same
3-Roof	\$27.50	Same
4-Siding	\$27.50	Same
5-Insulation	\$27.50	Same
6-Drywall/Wall Covering	\$27.50	Same
7-Trim/Accessories	\$27.50	Same
8-Final	\$27.50	Same
9-CSI Report	\$27.50	Same

The following is the Permit Fee Schedule for Residential Construction: New/Addition and Remodel. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.		
RESIDENTIAL CONSTRUCTION		
Base Permit Fee	\$50.00	Same
NEW/ADDITION - (Project area per square foot: Base permit fee plus price per square foot		
Project Area per Square Foot	Base Permit Fee Plus Price Per Square Foot	Same
Per Square Foot	\$0.33	Same
REMODEL		
Per Square Foot	\$0.22	Same
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Slab or Pier and Beam	\$27.50	Same
2-Framing	\$27.50	Same
3-Roof	\$27.50	Same
4-Siding	\$27.50	Same
5-Insulation	\$27.50	Same
6-Drywall/Wall Covering	\$27.50	Same
7-Trim/Accessories	\$27.50	Same
8-Final	\$27.50	Same
9-CSI Report	\$27.50	Same
The following is the Permit Fee Schedule for Accessory/Carport/Storage Permits. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.		
ACCESSORY/CARPORT/STORAGE		
Base Permit Fee	\$50.00	Same
Project Area per Square Foot	Base Permit Fee Plus Price Per Square Foot	Same
Per Square Foot	\$0.03	Same
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Site Verification	\$27.50	Same
The following is the Permit Fee Schedule for Electrical Permits. All Permits are calculated with a Base Permit Fee, Number of Devices, whether there is a New or Upgrade to Service, and the Inspections.		
ELECTRICAL		
Base Permit Fee	\$50.00	Same
Device Fee	\$0.55	Same
Service/Upgrade	\$55.00	Same
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Service	\$27.50	Same
2-Rough-In	\$27.50	Same
3-Final	\$27.50	Same

The following is the Permit Fee Schedule for Plumbing Permits. All Permits are calculated with a Base Permit Fee, Number of Fixture/Faucets/Fittings, and the Inspections.		
PLUMBING		
Base Permit Fee	\$70.00	Same
Fixtures/Faucets/Fittings (Fee for each)	\$2.20	Same
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Building Sewer	\$27.50	Same
2-Top Out	\$27.50	Same
3-Trim Out	\$27.50	Same
4-Final	\$27.50	Same
The following are a combined Base and Inspection Fee		
Building Drain	\$82.50	Same
Water Service Line	\$82.50	Same
Gas Test	\$82.50	Same
Storm Drain	\$82.50	Same
Grease Trap/Interceptor	\$82.50	Same
Manholes	\$82.50	Same
Medical Gas	\$82.50	Same
Irrigation	\$82.50	Same
Backflow Preventer	\$82.50	Same
The following is the Permit Fee Schedule for Storage/Fuel/Oil Tanks. All Permits are calculated with a Base Permit Fee, Price per gallon, and the Inspections.		
STORAGE/FUEL/OIL TANKS		
Base Permit Fee	\$75.00	Same
Per Gallon	Price Per Gallon	Same
1-2,000	\$0.11	Same
2,001-5,000	\$0.06	Same
5,001 and Up	\$0.05	Same
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Foundation	\$27.50	Same
2-Piping/Pressure	\$27.50	Same
3-Final	\$27.50	Same
The following is the Permit Fee Schedule for Mechanical Permits. All Permits are calculated with a Base Permit Fee, Air Conditioner fee per ton, fee per each exhaust fan, Addition or Modification of Duct Work fee per outlet, and the Inspections.		
HVAC		
Base Permit Fee	\$50.00	Same
Air Conditioner	\$5.50 per ton	Same
Exhaust Fan	\$5.50 each	Same
Add or Modify Duct	\$5.50 per outlet	Same
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Rough-In	\$27.50	Same
2-Final	\$27.50	Same

The following is the Permit Fee Schedule for Asphalt or Concrete Permits. All Permits are calculated with a Base Permit Fee, Price per square foot, and the Inspections.		
ASPHALT/CONCRETE		
Base Permit Fee	\$50.00	Same
Project Area	Price Per Square Foot	Same
Per Square Foot	\$0.04	Same
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-REBAR/WIRE MESH	\$27.50	Same
SIGNS - The following permit fee shall be collected for each sign permit issued in addition to inspection fee per sign.		
Commercial Signs	\$50.00	Same
Billboard Signs	\$125.00	Same
Portable Signs	\$45.00	Same
Portable Signs Leased	\$20.00	Same
Inspections per sign	\$27.50	Same
DEMOLITION/HOUSE LEVELING/ROOFING/FENCE PERMITS		
Rebar/Wire Mesh -Base Fee and Inspection	\$27.50	Same
Demolition -Base Fee and Inspection	\$50.00	Same
House Leveling -Base Fee and Inspection	\$100.00	Same
Roofing -Base Fee and Inspection	\$125.00	Same
Fence Over 6' in height- Base Fee and Inspection		
Base fee	\$50.00	Same
Per linear foot	\$0.33	Same
Inspection	\$27.50	Same
OIL AND GAS WELL DRILLING AND PRODUCTION		
Surface permit fee	\$2,000.00	Same
Extended permit fee	\$250.00	Same
Annual inspection fee	\$100.00	Same
Follow-up inspection fee	\$100.00	Same
Amended permit fee	\$500.00	Same
Transfer permit fee	\$700.00	Same
Appeal fee	\$2,300.00	Same
Application fee	\$3,320.00	Same
PEDDLER/SOLICITOR AND ITINERANT OR STREET VENDOR PERMITS		
Inspection fee for electric and plumbing	\$27.50	Same
For one year:	\$300.00	Same
For six months:	\$200.00	Same
For three months:	\$100.00	Same
For one month:	\$60.00	Same
For one week:	\$30.00	Same
For one day:	\$15.00	Same
GARAGE SALE PERMIT - First 4 garage sales are free per calendar year, two additional sales shall be allowed with permit fee of \$25 per garage sale.		Same

MISCELLANEOUS FEES		
Carnival license fee	\$250.00	Same
Circus license fee	\$250.00	Same
Amusement Redemption Machine Game Room License fee and Inspection	\$250.00	Same
Taxicab license fee	\$50.00 annual license fee and \$10.00 for each and every taxicab operated by such person.	Same
Carriage Permit fee	\$50.00	Same
FILMING		
Activity	Cost per calendar day (maximum of 8 hours/day)	
Application fee for filming in the City	\$25.00	Same
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$500.00 per day/\$100.00 per hour after 8 hours	Same
Partial, nondisruptive use of a public building, park, right-of-way, or public area.	\$250.00 per day/\$50.00 per hour after 8 hours	Same
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$50.00 per block, per day/\$10.00 per hour after 8 hours	Same
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$25.00 per block, per day/\$5.00 per hour after 8 hours	Same
Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles).	\$50.00 per block or lot, per day/\$10.00 per hour after 8 hours	Same
EXCAVATIONS		
Street Cutting Permit	\$50.00	Same
Reinspection Fee on Any Project	\$27.50	Same
FIRE SUPPRESSION SYSTEM		
Underground fire line, standpipe/water system permit - <i>includes witnessing the hydrostatic testing of the underground water supply piping.</i>	\$250.00	Same
Sprinkler system with 200 heads or less - <i>includes reviewing plans, inspecting, and witnessing the hydrostatic testing of the sprinkler system.</i>	\$500.00	Same
Sprinkler system with over 200 heads - <i>includes reviewing plans, inspecting, and witnessing the hydrostatic testing of the sprinkler system.</i>	\$500 +\$0.50 each additional head \$1,500 maximum	Same
Fire Pump	\$250.00	Same
Fixed Pipe Suppression System - <i>includes reviewing plans, inspecting, witnessing the test of, and modification of fire extinguishing systems in kitchen vent hoods, duct, paint booths, and similar systems.</i>	\$150.00	Same
CONTROL SYSTEM		
Smoke Control System - <i>witnessing the testing of the building smoke control system.</i>	\$150.00	Same
Ventilation Control System - <i>includes reviewing plans, inspecting, and witnessing the testing of the ventilation control systems for commercial cooking operations.</i>	\$50.00	Same
Kitchen Hood System	\$50.00	Same
Paint Booth	\$100.00	Same
FIRE ALARM SYSTEM		
Alarm system with 50 devices or less - <i>includes reviewing plans, inspecting, witnessing the testing of new fire alarm systems.</i>	\$200.00	Same
Alarm system with over 51 initiating and/or signaling devices - <i>includes reviewing plans, inspecting, witnessing the testing of new fire alarm systems.</i>	\$200.00 + \$0.50 each additional device \$1,500.00 Maximum	Same

HAZARDOUS MATERIALS		
Flammable and Combustible Liquid Storage Tanks	\$250.00 (Per Tank)	Same
Hazardous material incident response fee per hour	\$500.00	Same
ANNUAL INSPECTIONS		
Foster Home and Adoption Inspection	No charge	Same
In Home Child and Adult Day Care, MHMR Homes, and Group Homes with less than 7 occupants	\$50.00	Same
Large Child or Adult Day Care Centers	\$100.00	Same
Hospitals, Nursing Homes, Assisted Living	\$200.00	Same
These fees only apply to State licensed facilities that require annual fire inspections for operational permits. Non-profit governmental organizations are exempt from this section.		
Mobile Food Vendors (Annual Fee)	\$100.00	Same
MODIFICATION PERMITS		
Existing Fire Sprinkler System (Up to 20 sprinkler heads) - includes reviewing plans, witnessing the testing of, inspecting, and approving limited modifications to existing systems.	\$75.00	Same
Existing Fire Alarm System (Up to 10 Initiating/Signaling Devices) - includes reviewing plans, witnessing the testing of, inspecting, and approving limited modifications to existing systems.	\$75.00	Same
Existing Fixed Pipe Fire Suppression System	\$75.00	Same
Existing smoke control system	\$75.00	Same
Existing flammable or combustible liquids storage tank and/or system	\$75.00	Same
BURN PERMIT		
Burn Permit (30 days) -Requires inspection of material prior to approval.	\$50.00	Same
TENT PERMIT		
Tent over 400 square feet - includes inspection of tent once set up.	\$50.00	Same
Tent 601-1000 square feet - includes inspection of tent once set up.	\$75.00	Same
Tent more than 1000 square feet - includes inspection of tent once set up.	\$100.00	Same
OTHER		
Fire Hydrant Flow Test - includes witnessing of the flow test.	\$100.00	Same
Permit Extension Fee - only one extension per permit allowed.	1/2 intial fee	Same
Re-Inspection of Re-Test Fee - required for any failed inspection or test.	\$50.00	Same
After hours inspection - requires prior approval.	\$50.00	Same
No permit	Triple the Permit Fee	Same
Low Water Crossing Rescue fee	\$400.00	Same
Certificate of Occupancy (Include inspection)	\$82.50	Same
Recertification (include inspection)	\$10.00	Same

SUBDIVISION		
Minor Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre	Same
Vesting Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre	Same
Filing Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre	Same
Replat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre	Same
Development plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre	Same
Amended plat-City Limits (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre	Same
Plats-ETJ (the applicant will also be responsible for actual filing costs)	\$300 plus \$6/lot and \$10/acre	Same
Planning & Zoning Commission Fee	\$500.00	Same
Zoning Board of Adjustment	\$500.00	Same
Zoning Verification Letter	\$100.00	Same
Professional Services Fee		
Professional Services Fee = Actual Cost		
Applicant may be responsible to pay additional fees for any application review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviewers, inspectors, etc.). To the extent possible, City Staff will provide the Owner/Applicant with an estimate of fees should outside consultation be required.	Actual Cost	Same
ALCOHOL BEVERAGE		
Alcohol Beverage Permit Fee (1/2 of the fees established by the TABC)	1/2 of fee established by the TABC	Same
SEXUALLY ORIENTED BUSINESSES		
Sexually Oriented Businesses - application fee for new	\$1,500.00	Same
Sexually Oriented Businesses - application fee for renewal	\$750.00	Same
Sexually Oriented Businesses - application fee for new manager or entertainer license	\$150.00	Same
Sexually Oriented Businesses - application fee for renewal of a manager or entertainer license	\$75.00	Same
PARKS & RECREATION		
Pavilion Rental - <i>deposit returned after certain conditions are met for the following :</i>	\$75 rental fee, \$50 deposit	Same
Market Square	\$75 rental fee, \$50 deposit	Same
Museum Amphitheater	\$75 rental fee, \$50 deposit	Same
Pavilion - Brickyard	\$75 rental fee, \$50 deposit	Same
Pavilion - East Avenue Lions	\$75 rental fee, \$50 deposit	Same
Pavilion - Lions	\$75 rental fee, \$50 deposit	\$125 rental, \$50 deposit
Pavilion - Rotary	\$75 rental fee, \$50 deposit	\$125 rental, \$50 deposit
Pavilion - Rotary Jr.	\$50 rental fee, \$50 deposit	Same
Soccer Field Rental Fee per Field	\$75 rental fee per field, \$50 deposit per field	Same
Soccer Field Lights Rental per Field	\$30.00	Same
User Fee per Volleyball Court	\$25 rental fee with \$25 deposit	Same
User Fee for lights at Volleyball Court (Not per Court)	\$30.00	Same
Quadruplex Rental per Field	\$75 rental fee with \$75.00 deposit	Same
Quadruplex User Fee for Lights per field	\$30.00	Same
Little League Facility Rental per Field	\$75 rental fee with \$75.00 deposit	Same
Little League User Fee for Lights per field	\$30.00	Same
Swimming Pool Admission	\$3.00	Same
Swimming Pool Reservation Deposit	\$25.00	Same
Swimming Pool Reservation with lifeguards (1-50 swimmers)	\$125.00	Same
Swimming Pool Reservation with lifeguards (51-75 swimmers)	\$150.00	Same
Swimming Pool Reservation with lifeguards (76-100 swimmers)	\$175.00	Same
Showbarn Rental	\$50 rental fee, \$50 deposit	Delete this fee

Tractor Rental fee per day		\$100.00
Independence Park Arena Rental	\$100 rental fee, \$50 deposit	Same
Independence Park Arena lights usage per day	\$30.00	Same
Primitive Camping fee per day	\$0.00	\$7.00
RV Sites in Independence Park - Daily	\$35.00	Same
RV Sites in Independence Park - Weekly	\$210.00	Same
RV Sites in Independence Park - Monthly	\$500.00	Delete this fee
Disc Golf	\$75 rental fee, \$50 deposit	Same
CEMETERY		
Cemetery Grave Space/Interment Right	\$400.00	Same
Interment Transfer	\$25.00	Same
Interments	\$100.00	Same
Disinterments	\$50.00	Same
Permit/Inspection Fee (curb) Include Base Permit fee \$50 and project area is \$0.04 per sq. ft.	\$25.00	Changed as reflected
Permit/Inspection Fee (monument placement) Include Base Permit fee \$50		\$50.00
GOLF COURSE		
Water Sales	\$1.00	Same
Concession	\$0.92	Same
Gatorade	\$1.39	Same
Monday - Thursday Green Fees (9 holes) (Not including Holidays)	\$12.00	\$15.00
Friday - Sunday Green Fees (9 holes) (Including Holidays)	\$17.00	\$20.00
Monday - Thursday Green Fees (18 holes) (Not including Holidays)	\$17.00	\$20.00
Friday - Sunday Green Fees (18 holes) (Including Holidays)	\$22.00	\$25.00
Monday - Thursday Green Fees (9 holes) for Veterans, military and seniors (Not Including Holidays)	\$10.00	\$13.00
Friday - Sunday Green Fees (9 holes) for Veterans, military and seniors (Including Holidays)	\$12.00	\$15.00
Monday - Thursday Green Fees (18 holes) for Veterans, military and seniors (Not Including Holidays)	\$15.00	\$18.00
Friday - Sunday Green Fees (18 holes) for Veterans, military and seniors (Including Holidays)	\$17.00	\$20.00
Juniors Green Fees	\$10.00	Same
Non-Prime Season Monday–Thursday rental of entire golf course for 1/2 day (Prime April 1 - Sept. 30)	\$500.00	Same
Prime Season Friday-Sunday rental of entire golf course for 1/2 day (Prime April 1 - Sept. 30)	\$600.00	\$750.00
Non-Prime Season Monday–Thursday rental of entire golf course for entire day (Prime April 1 - Sept. 30)	\$1,000.00	Same
Prime Season Friday-Sunday rental of entire golf course for entire day (Prime April 1 - Sept. 30)	\$1,200.00	\$1,500.00
Cart Rental 9 holes	\$12.00	Same
Cart Rental shared by 2 golfers - each	\$6.00	Delete this fee
Cart Rental with 1 golfer	\$8.50	Delete this fee
Cart Rental with 1 golfer and 1 rider	\$12.00	Delete this fee
Cart Rental 18 holes	\$20.00	Same
Cart Rental shared by 2 golfers - each	\$10.00	Delete this fee
Cart Rental with 1 golfer	\$15.00	Delete this fee
Cart Rental with 1 golfer and 1 rider	\$20.00	Delete this fee
Annual membership -single	\$400.00	\$450.00
Annual membership -family	\$500.00	\$550.00
Annual membership -junior	\$100.00	Same
Cart Stall rental - inside	\$200.00	Same
Cart Stall rental - outside	\$250.00	Same
Scramble on Wednesday has twilight fee Green fee \$5.00 and Cart fee \$5.00		Same
Trail Fee for non-members using personal carts		\$5.00

ANIMAL CONTROL FEES		
Daily Boarding fee	\$10.00	Same
Impounding/Pickup fee	\$25.00	Same
Subsequent Impounding/Pickup fee occurring with 12 month period	\$50.00	Same
Loan of live traps per day	\$1.00	Same
Horse Permit	\$25.00	Same
AIRPORT		
Old T-hangar monthly rent (B)	\$175.00	\$225.00
New T-hangar monthly rent (A)	\$225.00	\$275.00
Small hangar monthly rent (D)	\$300.00	\$350.00
Big hangar monthly rent (C)	\$600.00	\$650.00
Storage Room rent		\$75.00
LIBRARY		
Black and white copy per page	\$0.15	Same
Colored copy per page	\$0.50	Same
Daily overdue fee for books, magazines and audio books, maximum fine of \$30 if item is returned in good condition.	\$0.25	Same
Daily overdue fee for DVDs and Blu-Rays with maximum fine of \$25 if returned in good condition.	\$1.00	Same
Lost or damaged items cost the patron what the City paid for it.	Cost of Replacement	Same
MUSEUM		
Admission Fee - Adult	\$5.00	Same
Admission Fee - Child (Free admission to Gonzales annual school trips and children five years and under)	\$3.00	Same
JB WELLS PARK		
Arena security deposit is 1/2 of full rental rate		
Arena daily rental -Monday-Thursday	\$400.00	Same
Arena daily rental - Friday-Sunday and holidays	\$600 for 1st day	Same
Arena daily rental - Friday-Sunday and holidays	\$550 for 2nd day	Same
Arena daily rental - Friday-Sunday and holidays	\$500 for 3rd day	Same
Outdoor Arena daily rental		\$100.00
Laser and Timer	\$30.00	Same
Stage Set-Up	\$25.00	Same
Tractor Rental fee per day	\$50.00	\$100.00
Panels Rental fee per panel - does not include setup	\$1.00	Same
Panels Rental fee per panel -includes set up	\$2.50	\$4.00
Individual Rider - per horse	\$20.00	Same
Individual Rider - per horse with lights	\$25.00	Same
Individual Rider - per horse in outdoor arena	\$10.00	Same
Stalls daily rental rate	\$25.00	\$30.00
Shaving per bag	\$10.00	Same
Soccer Field Rental Fee per Field	\$75 rental fee per field, \$50 deposit per field	Same
Soccer Field Lights Rental per Field	\$30.00	Same
RV Sites in JB Wells Park - Daily	\$35.00	Same
RV Sites in JB Wells Park - Weekly	\$210.00	Same
RV Sites in JB Wells Park - Monthly 30 day rental	\$500.00	Same
Reconnect fee	\$50.00	Same

Expo (Security Deposit is 1/2 of rental rate)		Same
Expo daily rental - Monday-Thursday	\$750.00	Same
Expo daily rental - Friday	\$1,000.00	Same
Expo daily rental - Saturday	\$1,500.00	Same
Expo daily rental - Sunday	\$1,000.00	Same
Expo weekend package (Friday-Sunday)	\$3,250.00	Same
Additional hours (per hour)	\$75.00	Same
Expo City Set up	\$400.00	Same
Expo City Clean up	\$400.00	Same
Expo prior day set up	\$100.00	Same
Expo clean up	\$100.00	Same
Pavilion daily rental	\$250 rental rate, \$200 Security Deposit	Same
Use of Expo kitchen and restrooms if pavilion is rented		\$100.00
Shed daily rental		\$150 rental, \$50 Deposit
Multipurpose showbarn daily rental	\$375 rental rate, \$150 Security Deposit	Same
Tent Hookup with power per day		\$35.00
Sign -3x7 above the walkway in main entrance, annual fee	\$500.00	Same
Sign - 4x8 above the bleachers, annual fee	\$500.00	Same
Sign - 4x8 south side of arena, roping end, annual fee	\$500.00	Same
Sign - 4x8 catwalk, annual fee	\$750.00	Same
Sign - 17.5x3 annoucer's stand, annual fee	\$3,500.00	Same
Sign -2x3 walkway, front of arena, annual fee	\$200.00	Same
Sign -4x8 show barn (must be metal), annual fee	\$200.00	Same
Sign -4x8 stall barn, annual fee	\$200.00	Same
Washing fee at Laundromat	\$2.00	Same
Drying fee at Laundromat	\$1.00	Same
Vendor Daily Fee No Hookup	\$15.00	Same
Vendor Daily Weekly Fee with use of electricity	\$30.00	\$35.00
Service Calls		
Serviceman dispatched at customer's request and trouble found to be customer's.		
8:00 am to 5:00 pm, Monday-Friday	\$25.00	Same
5:00 pm Friday - 8:00 am Monday and Holidays	\$50.00	Same
Banners, Flags, or Ropes	\$100.00	Same
Residential fee during office hours -reconnect	\$50.00	Same
Residential fee after office hours -reconnect	\$75.00	Same
R-1: Residential fee during office hours -reconnect (Master Metered Multiple Dwelling Units)	\$150.00	Same
R-1: Residential fee after office hours -reconnect (Master Metered Multiple Dwelling Units)	\$300.00	Same
SC: Small commercial fee during office hours -reconnect	\$50.00	Same
SC: Small commercial fee after office hours -reconnect	\$75.00	Same
LP-1: Medium Commercial fee during office hours -reconnect	\$100.00	Same
LP-1: Medium Commercial fee after office hours -reconnect	\$150.00	Same
LP-2: Large Commercial fee during office hours -reconnect	\$500.00	Same
LP-2: Large Commercial fee after office hours -reconnect	\$700.00	Same
LP-3: Large Commercial fee during office hours -reconnect	\$500.00	Same
LP-3: Large Commercial fee after office hours -reconnect	\$700.00	Same
Reconnect at the pole	\$100.00	Same
Reconnect at the pole after hours	\$200.00	Same
Same Day Connects	\$50.00	Same
Damage of City Equipment or Facilities	Cost plus 10%	Same

New Service	\$15.00	Same
New Service Minimum Deposit Residential	\$200.00	Same
New Service Deposit Commercial	6 months average, minimum \$300	Same
New Service Deposit Industrial	6 months average, minimum \$300	Same
Same Day Meter install (New Construction)	\$200.00	Same
Additional meter review	\$25.00	Same
Customer Service Report Inspection (Includes first and second)	\$35.00	Same
Customer Service Report Inspection (Anything after second)	\$15.00	Same
Payment Extensions	\$60.00	Same
Return Check Fees	\$35.00	Same
Credit Card Processing Fee	1.50%	Same
Meters		
Meter tampering - 1st offense	\$250.00	Same
Meter tampering - 2nd offense	\$500.00	Same
ELECTRIC		
R: Residential Service		
Residential minimum monthly bill with no consumption	\$7.61	\$7.66
Residential customer charge	\$7.61	\$7.66
Residential energy charge per kwh	0.05154	0.05191
R-1 Residential - Master Metered Multiple Dwelling Units		
Minimum monthly bill	\$7.61	\$7.66
Customer charge	\$7.61	\$7.66
Energy charge per kwh	0.05154	0.05191
SC: Small Commercial		
Single phase minimum monthly bill with no consumption	\$8.62	\$8.69
Single phase customer charge	\$8.62	\$8.69
Three phase minimum monthly bill with no consumption	\$20.29	\$20.44
Three phase customer charge	\$20.29	\$20.44
Energy charge per kwh	0.05834	0.05876
LP-1: Medium Commercial & Industrial - Demand >20 KW & <200 KW		
Minimum monthly bill	\$115.00	Same
Customer charge	\$20.29	\$20.44
Demand charge per KW	\$5.07	\$5.11
Energy charge per kwh	0.03480	0.03505
LP-2: Large Commercial & Industrial - Demand >200 KW & <3500 KW		
Minimum monthly bill	\$1,860.00	Same
Customer charge	\$152.18	\$153.28
CP demand charge per KW	\$7.68	\$7.74
NCP demand charge per KW	\$0.98	\$0.99
Energy charge per kwh	0.02191	0.02207
LP-3: Large Commercial & Industrial Demand > 3500 KW		
Minimum monthly bill	\$25,580.00	Same
Customer charge	\$202.91	\$204.37
CP demand charge per KW	\$7.36	\$7.41
NCP demand charge per KW	\$0.96	\$0.97
Energy charge per kwh	0.02019	0.02033

Power Cost Adjustment Charge		
Applies to all rate classes -variable per kwh		
Security Lights		
175-Watt Security Light per month	\$12.00	\$13.00
Security Light Installation		
LED Lighting	\$235.00	
150 HPS	\$125.00	Delete this fee
150 HPS /Wood pole	\$350.00	\$535.00
Relocation light	\$125.00	Same
Relocation light/pole	\$350.00	Same
Metal Light Pole, only areas with URD	\$1,000.00	Same
New Services and Service Upgrades (120/240V)		
30' wood service pole	\$300.00	Same
40' wood service pole	\$405.00	Same
Temporary loop	\$150.00	Same
100 Amp	\$200.00	Same
200 Amp	\$250.00	Same
320 Amp	\$400.00	Same
Transfer Capacity fee per KVA	\$10.00	Same
Single phase large 120/240V		
400 amp CT meter system	\$600.00	Same
Transfer Capacity fee per KVA	\$10.00	Same
Three phase 120/240-120-208		
400 amp CT meter system	\$750.00	Same
Over 400 amp CT meter system	\$1,000.00	Same
Transfer Capacity fee per KVA	\$10.00	Same
Three Phase 277/480	Cost plus 10%	Same
Three Phase Padmounts per KVA change to Three Phase Padmounts	Cost plus 10%	Same
Primary Extensions	Cost plus 10%	Same
Relocation of existing lines or pole removal	Cost plus 10%	Same
Primary Line Clearances	\$250.00	Same
Secondary Line Clearances	\$150.00	Same
WATER		
City Residential/Commercial/Industry Monthly Minimum Bill		
Customer Charge for a 3/4" Meter -City Base Rate	\$15.88	\$16.89
Customer Charge for a 1" Meter -City Base Rate	\$25.22	\$26.82
Customer Charge for a 1.5" Meter -City Base Rate	\$32.69	\$34.77
Customer Charge for a 2" Meter -City Base Rate	\$48.57	\$51.66
Customer Charge for a 3" Meter -City Base Rate	\$74.73	\$79.48
Customer Charge for a 4" Meter -City Base Rate	\$112.09	\$119.22
Customer Charge for a 6" Meter -City Base Rate	\$233.53	\$248.38
Customer Charge for a 3/4" Meter -Rural Base Rate	\$17.78	\$18.91
Customer Charge for a 1" Meter -Rural Base Rate	\$28.25	\$30.05

Customer Charge for a 1.5" Meter -Rural Base Rate	\$36.62	\$38.95
Customer Charge for a 2" Meter -Rural Base Rate	\$54.40	\$57.86
Customer Charge for a 3" Meter -Rural Base Rate	\$83.68	\$89.00
Customer Charge for a 4" Meter -Rural Base Rate	\$125.52	\$133.50
Customer Charge for a 6" Meter -Rural Base Rate	\$261.49	\$278.11
Tier Rates Non-Industrial		
1 to 5,000 -City Rate per thousand	\$3.22	\$3.42
5,001 to 10,000 -City Rate per thousand	\$3.59	\$3.81
10,001 to 25,000 -City Rate per thousand	\$3.97	\$4.21
25,001 to 50,000 -City Rate per thousand	\$4.34	\$4.60
Over 50,000 -City Rate per thousand	\$4.64	\$4.92
1 to 5,000 -Rural Rate per thousand	\$3.60	\$3.83
5,001 to 10,000 -Rural Rate per thousand	\$4.02	\$4.28
10,001 to 25,000 -Rural Rate per thousand	\$4.44	\$4.73
25,001 to 50,000 -Rural Rate per thousand	\$4.87	\$5.19
Over 50,000 -Rural Rate per thousand	\$5.20	\$5.54
Tier Rates Industrial -Industrial defined as meter 2" or greater		
1 to 5,000 -City Rate per thousand	\$3.22	\$3.42
5,001 to 10,000 -City Rate per thousand	\$3.59	\$3.81
10,001 to 100,000 -City Rate per thousand	\$3.96	\$4.20
100,001 to 1,000,000 -City Rate per thousand	\$3.21	\$3.40
Over 1,000,000 -City Rate per thousand	\$2.99	\$3.17
1 to 5,000 -Rural Rate per thousand	\$3.60	\$3.83
5,001 to 10,000 -Rural Rate per thousand	\$4.02	\$4.28
10,001 to 100,000 -Rural Rate per thousand	\$4.44	\$4.73
100,001 to 1,000,000 -Rural Rate per thousand	\$3.61	\$3.85
Over 1,000,000 -Rural Rate per thousand	\$3.35	\$3.57
BULK WATER		
Deposit	\$300.00	Same
Bulk Water Rate per thousand gallons	\$14.36	\$15.27
Water Meter Fee Schedule - Lue's per meter size meter installation fee - minimum/base fee - if actual cost (construction including labor) exceeds base fee, customer shall pay actual cost (construction including labor)		
Meter Size 5/8", LUE 1 - Fee/LUE \$500	\$500.00	Same
Meter Size 3/4", LUE 1 - Fee/LUE \$500	\$750.00	Same
Meter Size 1", LUE 2.5 - Fee/LUE \$500	\$1,250.00	Same
Meter Size 1.5", LUE 5 - Fee/LUE \$500	\$2,500.00	Same
Meter Size 2", LUE 8 - Fee/LUE \$500	\$4,000.00	Same
Meter Size 3", LUE 16 - Fee/LUE \$500	\$8,000.00	Same
Meter Size 4", LUE 25 - Fee/LUE \$500	\$12,500.00	Same
Meter Size 6", LUE 50 - Fee/LUE \$500	\$25,000.00	Same
Meter Size 8", LUE 80 - Fee/LUE \$500	\$40,000.00	Same
Meter Size 10", LUE 115 - Fee/LUE \$500	\$57,500.00	Same
Replacement of broken water cut-off		
The charge for the repair and/or replacement of a broken water cut-off.	100% of the actual costs to the City and labor.	Same

SEWER		
Dwelling Containing Only One Unit -Per Month		
Residential (Winter Avg.) City Rate	\$13.46 per month, plus \$1.73 per thousand gallons water used based on winter average with a \$39.13 maximum monthly sewer charge	\$14.19 per month, plus \$1.82 per thousand gallons water used based on winter average with a \$41.20 maximum monthly sewer charge
Residential/Commercial (New) Dwelling City & Rural Rate	\$21.30 until such time a winter average can be established	\$22.45 until such time a winter average can be established
Dwelling Containing Two or More Units		
City Base Rate	\$21.30 per month/per unit	\$22.45 per month/per unit
Industrial -Industrial defined as meter 2" or greater		
City Base Rate	\$24.66 per month, plus \$2.70 for each 1,000 gallons of water used	\$25.99 per month, plus \$2.85 for each 1,000 gallons of water used
Store/Commercial Establishment, Not Otherwise Classified		
City Base Rate	\$13.46 per month, plus \$1.73 per thousand gallons water used based on winter average with a \$39.13 maximum monthly sewer charge	\$14.19 per month, plus \$1.82 per thousand gallons water used based on winter average with a \$41.20 maximum monthly sewer charge
Apartment City		
Minimum Charge Per Unit	\$24.66	\$25.99
Volumetric Charge	\$0.00	Same
School		
City Base Rate	\$13.46 per month, plus \$1.68 per thousand gallons water used	\$14.19 per month, plus \$1.77 per thousand gallons water used
Rural Dwelling Containing Only One Unit		
City Base Rate	\$18.50 per month, plus \$1.73 per thousand gallons water used based on winter average with a \$44.73 maximum monthly sewer charge	\$19.50 per month, plus \$1.82 per thousand gallons water used based on winter average with a \$47.09 maximum monthly sewer charge
Rural Dwelling Containing Two or More Units		
City Base Rate	\$21.50 per month/per unit	\$22.45 per month/per unit
Rural Industry		
City Base Rate	\$30.27 per month, plus \$2.92 for each 1,000 gallons of water used.	\$31.90 per month, plus \$3.08 for each 1,000 gallons of water used.
Rural Store/Commercial Establishment, Not Otherwise Classified		
City Base Rate	\$18.50 per month, plus \$1.73 per thousand gallons water used based on winter average with a \$44.36 maximum monthly sewer charge.	\$19.50 per month, plus \$1.82 per thousand gallons water used based on winter average with a \$47.09 maximum monthly sewer charge.
Urban Commercial (Shopping Centers and Ice Plants)		
City Base Rate	\$21.30 per month/per unit	\$22.45 per month/per unit
Housing Authority Units		
City Base Rate	\$16.82 per month/per unit	\$17.73 per month/per unit
Winter Averaging		
Based on water consumption for a three (3) month period each year consisting of the average of January, February, and March bills.		Same
SEWER TAP FEE - minimum/base fee - if actual cost (construction including labor) exceeds base fee, customer shall pay actual cost (construction including labor)		
Four inch (4") connection	\$1,500.00	Same
Six inch (6") connection	\$2,500.00	Same
Eight inch (8") connection	\$3,500.00	Same
Taps larger than eight inches (8") the customer shall pay the actual cost (construction including labor) cost.		

WASTE DISPOSAL AT SEWER PLANT FEE		
Deposit for Waste Disposal	\$300.00	Same
1 to 500 gallons during working hours	\$45.00	\$50.00
1 to 500 gallons after hours	\$105.00	Same
501 to 1,000 gallons during working hours	\$87.00	\$90.00
501 to 1,000 gallons after hours	\$130.00	Same
SEWER LINE CAMERA INSPECTION	\$300 first hour, \$150 for each additional	Same
GARBAGE RATES		
Residential Urban- Monthly Fee for 96 gallon cart		
Curbside Service once per week, includes one bulky a year	\$16.05	\$16.46
Extra Trash Cart	\$7.13	\$7.30
Residential Rural- Monthly Fee for 96 gallon cart		
Curbside Service once per week	\$18.59	\$19.05
Extra Trash Cart	\$7.13	\$7.30
Recycle every other week	\$12.40	\$12.65
Commercial Hand Pickup- Monthly Fee for 96 gallon cart		
Curbside Service once per week	\$37.86	\$38.82
Extra Trash Cart	\$37.86	\$38.82
Recycle every other week	\$12.62	\$12.88
Recycle every week	\$25.24	\$25.76
BRUSH COLLECTION RATES		
Monthly Fee	\$5.00	Same
Fee for each additional 15 minute period when the loading time exceeds 15 minutes per pickup	\$20.00	Same
WASTE DROP-OFF (Bulky Waste, Refuse)		
Truck Load fee (1/4 ton to 1 ton pickup truck)	\$25.00	Same
Trailer Load, up to 8 foot trailer	\$0.00	\$100.00
Trailer Load, 8 foot up to 16 foot trailer	\$200.00	Same

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES – AUGUST 10, 2023**

The regular meeting of the City Council was held on **August 10, 2023**, at 6:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

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

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

STAFF PARTICIPATING:

Tim Crow-City Manager, Kristina Vega-City Secretary, Laura Zella-Finance Director, Erica Leopold-Administrative Assistant, Gayle Autry-Police Chief, Susan Sankey-Economic Development Director, Tiffany Hutchinson-Padilla-Main Street Director, Wade Zella-Fire Chief, & Todd Remschel-Street Superintendent.

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events-Mayor Sucher reminded the community of the upcoming events for the community.
- Announcements and recognitions by the City Manager- City Manager Crow commended the Finance Department on job well down on the Budget and the Street Department on a job well done on St. Lawrence projects.
- Announcements and recognitions by the Mayor- Mayor Sucher acknowledged city employees and departments for their engagement and events within the community.
- Recognition of actions by City employees-None
- Recognition of actions by community volunteers- Mayor Sucher acknowledged community members that are involved in many positive community efforts.

HEARING OF RESIDENTS

Vince Ortiz, Gonzales Center Manager of Victoria College invited the Council to attend a welcome event for the first week of classes during the week of August 21st.

Bob Burchard spoke regarding request to remove the entry fee for the Memorial Museum along with museum improvements suggestions, and JB Wells Park profit versus loss.

CONSENT AGENDA ITEMS

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

- 1.1 **Minutes** - Approval of the minutes for the July 13, 2023 Regular Meeting, July 26, 2023 Workshop and July 27, 2023 Workshop
- 1.2 Discuss, Consider & Possible Action on **Resolution #2023-81** Authorizing the Use of the Independence Square and downtown sidewalks for Main Street's Second Annual Downtown Merchant Rum Run Event to be held on Saturday, October 21, 2023
- 1.3 Discuss, Consider & Possible Action on **Resolution #2023-82** Authorizing the closure of certain streets and the use of the downtown squares by Gonzales Main Street, Inc. and the Ministerial Alliance of Gonzales for a Trunk or Treat Event to be held on Saturday, October 28, 2023
- 1.4 Discuss, Consider & Possible Action on **Resolution #2023-83** Authorizing the Use of the Independence Square for Gonzales Main Street's Downtown Merchant Sip, Savor, & Shop Small Business Saturday Event to be held on Saturday, November 25, 2023
- 1.5 Discuss, Consider & Possible Action on **Resolution #2023-84** Authorizing the Use of the downtown squares including the Parking Lots, and Designated Street Closures for Main Street's 2023 Jingle Mingle, Winterfest & Annual Lighted Christmas Parade December 1 & December 2, 2023
- 1.6 Discuss, Consider & Possible Action on **Resolution #2023-85** Approving Type B Economic Development Agreement between the Gonzales Economic Development Corporation and the City of Gonzales, Texas Authorized Pursuant to Section 505.158 of the Texas Local Government Code for State Grant Matching Funds for the Airport Runway Lighting Project in the amount of \$145,000.00-First Reading
- 1.7 Discuss, Consider & Possible Action on **Resolution #2023-86** Authorizing the City Manager to Enter into a Lease Agreement with Yamaha Motor Finance Corporation for a Four Year Lease on Ten Yamaha Drive2 QuieTech Fleet Golf Carts for an Annual Amount of \$9,000.00

ACTION: Items 1.1 through 1.7

APPROVED

Council Member Koepp moved to approve the consent agenda Items 1.1 through 1.7. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

RESOLUTION

- 2.1 Discuss, Consider and Possible Action on **Resolution #2023-87** Taking a Record Vote on Setting the Preliminary Maximum Ad Valorem Tax Rate for Fiscal Year 2023-2024 and Scheduling a Public Hearing

ACTION: Item 2.1**POSTPONED**

Council Member Miller moved to approve **Resolution #2023-87** Taking a Record Vote on Setting the Preliminary Maximum Ad Valorem Tax Rate as the No New Revenue Tax Rate of \$0.2910 for Fiscal Year 2023-2024 and Scheduling a Public Hearing. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Miller and Hernandez. Against: Koepp and Sucher. The motion died due to a 2 to 2 vote. Council Member Koepp moved to approve **Resolution #2023-87** Taking a Record Vote on Setting the Preliminary Maximum Ad Valorem Tax Rate as the Voter-Approval Tax Rate of \$0.2938 for Fiscal Year 2023-2024 and Scheduling a Public for September 7, 2023. Mayor Sucher seconded the motion. Mayor Sucher called for a roll call vote. For: Koepp and Sucher. Against: Miller and Hernandez. The motion died due to a 2 to 2 vote. The adoption of the Preliminary Maximum Ad Valorem Tax Rate will be postponed until August 14, 2023.

- 2.2 Public Hearing, Discussion & Possible Action on **Resolution #2023-88** Closing out Grant #7220052-2020-DRP from the Texas Department of Agriculture (TDA) in the amount of \$500,000 for Sidewalk and Street Improvements on and around Texas Heroes Square

ACTION: Item 2.2**APPROVED**

Mayor Sucher opened the Public Hearing for the following item:

Public Hearing, Discussion & Possible Action on **Resolution #2023-88** Closing out Grant #7220052-2020-DRP from the Texas Department of Agriculture (TDA) in the amount of \$500,000 for Sidewalk and Street Improvements on and around Texas Heroes Square.

David Dement commended the Street Department and the City Engineer on a great job with the Sidewalk and Street Improvements on and around Texas Heroes Square.

Kristina Vega delivered the close out presentation.

Mayor Sucher closed the public hearings at 6:37 p.m.

Council Member Miller moved to approve **Resolution #2023-88** Closing out Grant #7220052-2020-DRP from the Texas Department of Agriculture (TDA) in the amount of \$500,000 for Sidewalk and Street Improvements on and around Texas Heroes Square. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 2.3 Discuss, Consider and Possible Action on **Resolution #2023-89** Authorizing the City Manager to submit, and accept if awarded, an application and associated documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$160,000 in Operation Lone Star Grant Funds, for the Purchase of a police vehicle, one drone and overtime for the Police Department

ACTION: Item 2.3**APPROVED**

Council Member Koepp moved to approve **Resolution #2023-89** Authorizing the City Manager to submit, and accept if awarded, an application and associated documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$160,000 in Operation Lone Star Grant Funds, for the Purchase of a police vehicle, one

drone and overtime for the Police Department. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 2.4 Discuss, Consider and Possible Action on **Resolution #2023-90** Authorizing the City Manager to Execute a Purchase Agreement for the Purchase of a Chevrolet Tahoe SSV 4x4 for the Fire Department in the amount of \$75,929.00

ACTION: Item 2.4

APPROVED

Council Member Miller moved to approve **Resolution #2023-90** Authorizing the City Manager to Execute a Purchase Agreement for the Purchase of a Chevrolet Tahoe SSV 4x4 for the Fire Department in the amount of \$75,929.00. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 2.5 Discuss, Consider and Possible Action on **Resolution #2023-91** Authorizing the City Manager to negotiate and execute a License Agreement with Linda Gay Wood Drake granting the use of certain tracts of land as described within said agreement

ACTION: Item 2.5

APPROVED

Council Member Koepp moved to approve **Resolution #2023-91** Authorizing the City Manager to negotiate and execute a License Agreement with Linda Gay Wood Drake granting the use of certain tracts of land as described within said agreement. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

OTHER BUSINESS

- 3.1 Discussion and direction regarding the possible removal of tree on the southern portion of Independence Square east of the Fire Station

City Manager Tim Crow requested direction from Council on the removal of a tree on the southern portion of Independence Square east of the Fire Station. Council all in favor of having tree removed.

- 3.2 Discussion and direction regarding town hall initiatives and desire to hold Town Hall Meetings

The City Council engaged in discussions regarding the possibility of Town Hall Meetings.

STAFF/BOARD REPORTS

- 4.1 Finance Director provided feedback on any questions regarding:
- Financial Reports for funds as of June 30, 2023
 - Cash & Investment by Fund as of June 30, 2023
- 4.2 City Manager, Tim Crow provided a brief update to the City Council on the following:
- Timeline on Capital Improvement and Departmental Projects
 - Recently Completed Projects

- Projects Currently in Process
- Upcoming Projects

4.3 Economic Development Director, Susan Sankey updated the City Council on the following:

- 510 St. Paul

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 7:20 p.m.

CLOSED SESSION

5.1 (1) Pursuant to Section 551.086 of the Texas Government Code, to deliberate, vote or take final action on a competitive matter related to certain public power utilities

A) Sale of Renewable Energy Credits (REC)

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

A) City Manager Evaluation

RETURN TO OPEN SESSION

The Council convened into open session at 7:37 p.m.

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

NO ACTION was taken.

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

No requests or announcements were made.

ADJOURN

On a motion by Council Member Miller and second by Council Member Koepp, the meeting was adjourned at 7:41 p.m.

Approved this 14th day of September, 2023.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CITY COUNCIL SPECIAL CALLED MEETING &
WORKSHOP
MINUTES –August 14, 2023**

The Special Called Meeting & Workshop of the City Council was held on **August 14, 2023** at 5:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER

Mayor Sucher called the meeting to order at 5:00 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2	Present
Lorenzo Hernandez	Council Member, District 3	Present
Ronda Miller	Council Member, District 4	Present

STAFF PARTICIPATING:

Tim Crow-City Manager Laura Zella-Finance Director, Kristina Vega-City Secretary, Susan Sankey-Economic Development Director.

HEARING OF RESIDENTS

Bob Burchard spoke regarding sound quality for the council meetings, museum fees, improvement traffic lights, and JB Wells Park profit versus loss.

RESOLUTION

- 1.1 Discuss, Consider and Possible Action on **Resolution #2023-92** Taking a Record Vote on Setting the Preliminary Maximum Ad Valorem Tax Rate for Fiscal Year 2023-2024 and Scheduling a Public Hearing

ACTION: Items 1.1

APPROVED

Council Member Koepp moved to approve **Resolution #2023-92** Taking a Record Vote on Setting the Preliminary Maximum Ad Valorem Tax Rate to the Voter Approval Rate of \$0.2938 for Fiscal Year 2023-2024 and Scheduling a Public Hearing for September 7, 2023 at 5:00pm. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Kridler, Koepp and Sucher. Against: Miller and Hernandez. The motion passed 3 to 2.

WORKSHOP

- 2.1 Presentation and Discussion regarding Departmental Budget Requests for Fiscal Year Beginning October 1, 2023 Ending September 30, 2024

The City Council and staff deliberated regarding the proposed budget requests for Fiscal Year Beginning October 1, 2023 Ending September 30, 2024.

ADJOURN

On a motion by Council Member Miller and a second by Council Member Kridler, the meeting was adjourned at 6:05 p.m.

Approved this 14th day of September, 2023.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
SPECIAL CITY COUNCIL MEETING
MINUTES –September 7, 2023**

The Special Called Meeting of the City Council was held on **September 7, 2023** at 5:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER, INVOCATION AND PLEDGE

Mayor Sucher called the meeting to order at 5:00 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2	Present
Lorenzo Hernandez	Council Member, District 3	Present
Ronda Miller	Council Member, District 4	Present

STAFF PARTICIPATING:

Tim Crow-City Manager Laura Zella-Finance Director, Kristina Vega-City Secretary, Susan Sankey-Economic Development Director.

HEARING OF RESIDENTS

No individuals were signed in or present to speak.

PUBLIC HEARING

Mayor Sucher opened the Public Hearing for the following matters:

The City Council of the City of Gonzales has approved a preliminary tax rate of \$0.2938, which exceeds the lower of the no-new revenue or voter-approval tax rate, and that if adopted, would increase the total tax revenues from properties on the tax roll in the preceding year by 1.50% or \$26,497, but would decrease the total tax rate from the preceding tax year by \$0.0179, or 5.74%.

Public Hearing for citizen input regarding the use of City Funds for Fiscal Year beginning October 1, 2023 and ending September 30, 2024. This budget will raise more total property taxes than last year's budget by \$26,497 or 1.50% and of that amount \$10,846 is tax revenue to be raised from new property added to the tax roll this year.

Public Hearing for citizen input regarding the proposed Rate Fee Schedule for Fiscal Year beginning October 1, 2023 and ending September 30, 2024.

No Public Hearing Comments were made.

Mayor Sucher closed the public hearings at 5:03 p.m.

WORKSHOP

- 2.1 Presentation, discussion and deliberation on the Proposed Budget for the Fiscal Year Beginning October 1, 2023 and Ending on September 30, 2024.

The City Council and staff deliberated regarding the proposed budget requests for Fiscal Year Beginning October 1, 2023 Ending September 30, 2024.

ADJOURN

On a motion by Council Member Kridler and a second by Council Member Koepp, the meeting was adjourned at 5:32 p.m.

Approved this 14th day of September, 2023.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-95 Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales

DATE: September 14, 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. 2023-95

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 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT "A"

Vehicle

Make	Model	Year	VIN/Serial Number	Property Description
Chevrolet	Tahoe	2013		150,919 miles
Ford	F150	2005		147,233 miles

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: September 14, 2023

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-85 Approving Type B Economic Development Agreement between the Gonzales Economic Development Corporation and the City of Gonzales, Texas Authorized Pursuant to Section 505.158 of the Texas Local Government Code for State Grant Matching Funds for the Airport Runway Lighting Project in the amount of \$145,000.00-Second Reading

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The airport manager has come to the GEDC to request funding for the airport runway lighting project. The cost of the project is \$1.45 million dollars and will include replacing the control box, wiring, and lighting that has surpassed its life expectancy. The lighting system in use today has been in use for 22 years. The Roger M. Dryer Memorial Airport is at the top of the TxDOT Aviation list to have the runway lights upgraded.

This project will be done under a State Grant and requires a 90/10 match. The airport is requesting \$145,000 from the GEDC to cover the 10% match funding. This will cover the entire project from designing to construction.

At its July 24, 2023 meeting, the GEDC unanimously approved the request for funding the amount of \$145,000 to account for the 10% matching funds for the airport runway lighting project.

The City Council considered the project and approved the first reading of the resolution at the August 10, 2023 City Council meeting.

POLICY CONSIDERATIONS:

Sections 501.103, 505.152, 505.155, and 505.158 of the Texas Local Government Code. This agenda item will require two separate readings as per statute.

FISCAL IMPACT:

The GEDC will need to earmark funds in the 2023-24 FY Budget in line item 7-700.720 Community Facility Development for these matching grant funds.

ATTACHMENTS:

Funding Request

Performance Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING TYPE B ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF GONZALES, TEXAS AUTHORIZED PURSUANT TO SECTION 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE FOR STATE GRANT MATCHING FUNDS FOR THE AIRPORT RUNWAY LIGHTING PROJECT IN THE AMOUNT OF \$145,000.00; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 505.155 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including: (1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and (2) any other project that the board of directors in the board’s discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs”; 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, the Board of Directors of the Gonzales Economic Development Corporation find and determine that the economic development assistance as specified in the Performance Agreement, attached hereto as ***Exhibit A***, will promote new or expanded business development, and otherwise meets the definition of "project," as that term is defined by Section 501.103, 505.152, 505.155, and 505.158 of the Texas Local Government Code, and hereby approves said Performance Agreement.

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 find and determine that the project and Performance Agreement, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Section 501.103, 505.152, 505.155, and 505.158 of the Texas Local Government Code.

Section 2. That the foregoing recitals 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 on FIRST READING this 10th day of August, 2023.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

PASSED AND APPROVED on SECOND READING this 14th day of September, 2023.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Performance Agreement]

Airport Runway Project:

The airport manager is asking EDC to please consider funding the new airport runway lighting project, the cost of this project is 1.45 million dollars. This project is to replace the control box, wiring, and lighting that has surpassed its life expectancy. The lighting system in use today has been in use for about 22 years. Roger M. Dreyer Memorial Airport is at the top of TxDOT Aviation list on getting the runway lights upgraded. This is a state funding grant project, this means that it's a 90/10 grant match project, the 10% the airport is asking for is \$145,000. This will cover the entire project from designing the project to the total construction of the project.

DESIGN- \$150,000

CONSTRUCTION COST- \$1.3million

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 **CITY OF GONZALES, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “City”), is made and executed on the following recitals, terms and conditions.

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

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; (D) transportation facilities, including airports, hangars, railports, rail switching facilities, maintenance and repair facilities, cargo facilities, related infrastructure located on or adjacent to an airport or railport facility, marine ports, inland ports, mass commuting facilities, and parking facilities. . .”; and

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

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; 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 City 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 City; and a provision specifying the terms and conditions upon which repayment must be made should City fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, City has applied to GEDC for a request for funding for the airport runway lighting project for the Roger M. Dryer Memorial Airport generally located in the City of Gonzales, Texas; and

WHEREAS, the GEDC’s Board of Directors have determined the financial assistance provided to City is consistent and meets the definition of “project” as that term is defined in Section 501.101, 501.103, 505.152, 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, City 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 City agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date (as defined herein), and shall continue thereafter until **December 31, 2024**, 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) **City.** The word “City” means the City of Gonzales, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the later to execute this Agreement by and between the City 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) **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.
- (g) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the submission of a state grant application to the Texas Department of Transportation, or related agency for the replacement, improvements, and renovations of the control box, wiring, and lighting system at the Roger M. Dryer Memorial Airport, and those expenses which meet the definition of “project” as that term is defined in Sections 501.101, 501.103, 505.152, and 505.158 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF CITY.

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

- (a) **Financial Assistance.** Upon the Effective Date of this Agreement, City shall be entitled to the sum not to exceed **One Hundred Forty-Five Thousand and No/100 Dollars (\$145,000.00)** from the GEDC for the Qualified Expenditures. Borrower agrees to provide to Lender by the end of the Term of this Agreement receipts, invoices, or other documentation which is in a form acceptable to the Lender for said Qualified Expenditures.
- (b) **Performance Conditions.** City 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.

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

SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.

GEDC covenants and agrees with City 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 the City financial assistance in the amount of **One Hundred Forty-Five Thousand and No/100 Dollars (\$145,000.00)** consistent with Section 4(a) of this Agreement.
- (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 City and GEDC.

SECTION 6. CESSATION OF ADVANCES.

If the GEDC has made any commitment to provide any financial assistance to City, whether under this Agreement or under any other agreement, the GEDC shall have no obligation to advance or disburse the financial assistance if: (i) City 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 City or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of City or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between City 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 City 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.** City's insolvency, appointment of receiver for any part of City's property, any assignment for the benefit of creditors of City, any type of creditor workout for City, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against City 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, City defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the GEDC to City pursuant to Section 5(a) of this Agreement shall become immediately due and payable by City to the GEDC.

SECTION 9. 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. City warrants and represents that the individual or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City 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

if to GEDC: Gonzales Economic Development Corporation
820 Saint Joseph Street
Gonzales, Texas 78629
Attn: Susan Sankey, Executive Director
Telephone: (830) 672-2815 ext. 1600

(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.** City certifies that the City 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, City is convicted of a violation under 8 U.S.C. § 1324a(f), City shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the GEDC notifies City of the violation.

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

CITY:

CITY OF GONZALES, TEXAS,
a Texas home-rule municipality,

By: _____

S.H. "Steve" Sucher, Mayor

Date Signed: _____

By: _____

Timothy L. Crow, City Manager

Date Signed: _____

ATTEST:

Kristina Vega, City Secretary

GEDC:

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

By: _____

Ken Morrow, President

Date Signed: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-96 Approving a Type B Economic Development Project and Performance Agreement by and Between the GEDC and ButlerWood, Inc.-First Reading

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On July 19, 2023, GEDC Executive Director Susan Sankey and EDC Administrative Assistant Alexis Cerda met with Jake and Bonnie Butler in regard to their Business Incentive Grant Application. The scope of work for the project is to install a natural gas line and three phase power, install a 12-cord kiln, install underground electrical lines, install gates and fences, pour two concrete slabs, and lay approximately 4.7-acres of base on the property.

The estimated cost of site improvements is \$724,000. ButlerWood anticipates it will add 4 full-time positions in the next 5 years with these associated improvements.

ButlerWood was established in 2004 and is in a unique industry of wood manufacturing, processing and distribution with a land clearing division, and welding fabrication. ButlerWood provides wood products, such as cooking wood, to many large storefronts and restaurants across the US.

At its August 28, 2023 meeting, the GEDC unanimously approved a \$270,000 reimbursable Business Incentive Grant to ButlerWood, Inc. for the improvements being made to 820 Oilpatch Ln.

POLICY CONSIDERATIONS:

Sec 505.158 PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES. (b) 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 Development line item (7-700.716) for the 2022 – 23 FY.

ATTACHMENTS:

Performance Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends the board take action as deemed necessary.

RESOLUTION NO. 2023-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND BUTLERWOOD, INC; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

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

WHEREAS, Section 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, the Board of Directors of the Gonzales Economic Development Corporation find and determine that the economic development assistance as specified in the Performance Agreement, attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.101, 501.103, and 505.158 of the Texas Local Government Code, and hereby approves said Performance Agreement.

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 does hereby approve the Performance Agreement by and between the Gonzales Economic Development Corporation and ButlerWood, Inc., a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

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

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

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

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

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

PASSED AND APPROVED on FIRST READING this 14th day of September, 2023.

Mayor, S.H Sucher

ATTEST:

Kristina Vega, City Secretary

PASSED AND APPROVED on SECOND READING this 12th day of October, 2023.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-97 Authorizing the City Manager to Enter Into an Agreement with Gonzales Paws and Whiskers, Inc.

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales was notified several months ago that Friends of Gonzales Animal Shelter was no longer going to be able to operate the cat shelter effective September 30, 2023. However, Gonzales Paws and Whiskers has stepped in to continue operations beginning October 1, 2023. The agreement between the City of Gonzales and the Gonzales Paws and Whiskers, Inc. must be approved and will continue to be renewed annually. City staff has met with, and discussed the terms of the agreement with the head the organization and have determined that the agreement is mutually beneficial. The current agreement is for a one-year period and expends an annual amount of \$48,985.00.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The funds are currently budgeted in Account 100-7-504.411 Special Contracts for the amount of \$48,985.00 and that amount was verified with the Finance Director. The funds will be disbursed in even monthly amounts of \$4,082.08.

ATTACHMENTS:

City of Gonzales Agreement with Gonzales Paws and Whiskers, Inc. 2023-2024

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this agreement.

RESOLUTION NO. 2023-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GONZALES PAWS AND WHISKERS, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the agreement between the City of Gonzales and the Gonzales Paws and Whiskers, Inc. must be approved annually; and

WHEREAS, the City shall pay Gonzales Paws and Whiskers, Inc. \$4,082.08 per month as compensation for management and operation of the Gonzales Cat Shelter; and

WHEREAS, the current agreement is for a one year period and expends an annual amount of \$48,985.00; 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 Gonzales Paws and Whiskers, Inc. 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 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

CITY OF GONZALES
GONZALES PAWS AND WHISKERS, INC. AGREEMENT

This agreement is entered into by and between the City of Gonzales, a Texas Municipal Corporation, and political subdivision hereinafter referred to as "the City" acting by and through its City Manager, and the Gonzales Paws and Whiskers, Inc., hereinafter referred to as "GPAW" acting by and through its President.

WITNESSETH:

WHEREAS, GPAW provides care for cats who are picked up by Gonzales Animal Control; and

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

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

WHEREAS, GPAW will utilize the Gonzales Cat Shelter; and

WHEREAS, the City Council deems it advisable and in the best interest of the City to contract with GPAW for the management and control of the Gonzales Municipal Cat Shelter; and

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

1. The terms of this Agreement shall commence on October 1, 2023 and end September 30, 2024.
2. The City authorizes GPAW to utilize the property known as the Gonzales Municipal Cat Shelter, hereinafter referred to as "Gonzales Cat Shelter", located at 505 St. Francis in Gonzales, TX, for the purpose of this agreement.
3. The City shall pay GPAW \$4,082.08 per month as compensation for management and operation of the Gonzales Cat Shelter.
4. The City hereby recognized GPAW as a nonprofit corporation. GPAW shall be permitted to use the Gonzales Cat Shelter in connection with any and all activities related to the purpose of GPAW as described by its bylaws, as well as activities pursuant to the Agreement.
5. GPAW shall open the Shelter for adoption purposes for a minimum of 10 hours a week. The stated hours of operation are not applicable during holidays. During said hours, the Gonzales Cat Shelter shall be under the care and responsibility of GPAW.

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

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

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

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

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

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

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

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

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

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

16. After the required impoundment period, GPAW shall continue to assume full responsibility for and exclusive rights to the cats at the Gonzales Cat Shelter until the cat is adopted or euthanized.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Gonzales

Gonzales Paws and Whiskers, Inc.

Timothy L. Crow, City Manager

By: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-98 Authorizing the City Manager to Enter Into an Agreement with Gonzales Dog Adoptions

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The agreement between the City of Gonzales and the Gonzales Dog Adoptions must be renewed annually. City staff and the mayor have met with and discussed the terms of the agreement with the head of the organization and have determined that the agreement is mutually beneficial. The current agreement is for a one-year period and expends an annual amount of \$48,985.00.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The funds are currently budgeted in Account 100-7-504.411 Special Contracts for the amount of \$48,985.00 and that amount was verified with the Finance Director. The funds will be disbursed in even monthly amounts of \$4,082.08.

ATTACHMENTS:

City of Gonzales Agreement with Gonzales Dog Adoption 2023-2024

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this agreement.

RESOLUTION NO. 2023-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GONZALES DOG ADOPTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City shall pay Gonzales Dog Adoptions \$4,082.08 per month as compensation for management and operation of the Gonzales Dog Shelter; and

WHEREAS, the current agreement is for a one year period and expends an annual amount of \$48,985.00; and

WHEREAS, the City Council hereby finds that entering said agreement and expending the funds contemplated therein is in the best interest of the City and its citizens, and serve a public purpose.

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

Section 1. The City Council of the City of Gonzales having found a public purpose for the contemplated expenditure of funds, hereby authorizes the City Manager to execute the Agreement attached hereto as Exhibit A, and further authorizes them to make any non-substantive changes after review by the Gonzales Dog Adoptions. The City Council reserves the right to review any funding obligations on an annual basis, consistent with the Texas Constitution and City Charter.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

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

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

WITNESSETH:

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

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

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

WHEREAS, GDA will utilize the Gonzales Dog Shelter; and

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

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

1. The terms of this Agreement shall commence on October 1, 2023 and end September 30,2024.
2. The City authorizes GDA to utilize the property known as the Gonzales Municipal Dog Adoption, hereinafter referred to as "Gonzales Dog Shelter", located at 400 CR 488 in Gonzales, TX, for the purpose of this agreement.
3. The City agrees to pay GDA \$4,082.08 per month as compensation for management and operation of the Gonzales Dog Shelter.
4. The City hereby recognized GDA as a nonprofit corporation organized for the purpose of operating the Gonzales Dog Shelter. GDA shall be permitted to use the Gonzales Dog Shelter in connection with any and all activities related to the purpose of GDA as described by its bylaws, as well as activities pursuant to the Agreement.
5. GDA shall open the Gonzales Dog Shelter to the public, at a minimum, during the hours of 10:00 a.m. - 3:00 p.m. Monday through Sunday, so as to be of service to the general

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Gonzales

Gonzales Dog Adoption, Inc.

Timothy L. Crow, City Manager

By: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-99 Authorizing the Expenditure in an amount not to exceed \$3,000.00 to Norma's House, Gonzales Regional Children's Advocacy Center, Inc. from the Restricted Use Municipal Court Child Safety Fund

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

Local Government Code states in section 102.014 (g)(2) that additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention is permitted.

Norma's house requested \$6,000.00 to be used to provide therapy for children who have been a victim of a crime, such as sexual assault, physical abuse, domestic violence, human trafficking, or a witness to a violent crime. However, \$3,000.00 was approved by the City Council to be paid from the restricted use Municipal Court Child Safety Fund.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

This request will not affect the general fund or the current year's budget. The funds are currently budgeted in Account 503-7-814.555 Child Safety Expense for the amount of \$3,000.00 and that amount was verified with the Finance Director.

ATTACHMENTS:

Norma's House funding request

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$3,000.00 TO NORMA’S HOUSE, GONZALES REGIONAL CHILDREN’S ADVOCACY CENTER, INC. FROM THE RESTRICTED USE MUNICIPAL COURT CHILD SAFETY FUND; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the Child Safety Fund is a restricted fund governed by Local Government Code Section 102.014 (g)(2) wherein it states that additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention are permitted; and

WHEREAS, City Council allocated \$3,000.00 to Norma’s House during the budget preparation process from the Child Safety Fund; and,

WHEREAS, the City Council hereby finds that authorizing the use of funding from the Child Safety Fund to Norma’s House to assist in providing therapy for children who have been a victim of a crime, such as sexual assault, physical abuse, domestic violence, human trafficking, or a witness to a violent crime is an authorized use under the Local Government Code and would be in the best interest of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the expenditure in an amount not to exceed \$3,000.00 to Norma’s House, Gonzales Advocacy Center, Inc. from the restricted use Municipal Court Child Safety Fund.

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

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary



Gonzales Regional Children's Advocacy Center, Inc
1604 St. Paul Street, Gonzales, TX 78629
624 W. Fairwinds, Hallettsville, TX 77964
Mailing Address: P.O. Box 1925, Gonzales, TX 78629
(830) 672-1278 * (361) 217-7217

May 19, 2023

City of Gonzales
Mayor Steve Sucher
City Council

Dear Mayor Sucher and the City Council,

Norma's House respectfully requests that the City of Gonzales support Norma's House financially by placing Norma's House on the budget for FY 2024. We are respectfully requesting an annual donation of \$6,000.

This funding will be earmarked specifically to provide therapy for children who have been a victim of a crime, such as sexual assault, physical abuse, domestic violence, human trafficking, or a witness to a violent crime. Therapy is important to promote healing in a victimized child; to help them renew hope, regain dignity, and restore feelings of security. Norma's House does not charge children and families for therapy services as we do not want the lack of ability to pay to prevent children from receiving the services that they desperately need. In 2022, Norma's House provided approximately 1000 hours of counseling to children who received initial services at Norma's House. Approximately 400 sessions were provided to children and their families that reside in the city limits of Gonzales.

Norma's House is eternally grateful that the City of Gonzales has financially supported Norma's House in the past. The last donation was in 2022 for the amount of \$3000. We would like to ask that the City continue to support Norma's House annually with a \$6,000 donation. Norma's House has established great working relationships with children, families, and the community for almost 25 years and hope to continue to be a resource to all who need us for as long as they need us.

Thank you for all you do, we appreciate you!

Sincerely,

Deane Parsley-Novosad

Deane Parsley-Novosad, MSW
Executive Director of Norma's House

*Gonzales County Regional Advocacy Center, Inc. "Norma's House" is a 501 (C) (3)
Organization.*

For more about Norma's House visit our website at www.normashouse.net

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-100 Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Gonzales County Senior Citizens Association, Inc.

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On September 14, 2023 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2023 and ending September 30, 2024. In the adopted budget, funds were appropriated for the following Special Contracts:

Gonzales County Senior Citizens Association

\$ 10,000.00

Annually the City Council is asked to approve various Special Contracts where the City provides funding to local entities. The disbursement of these funds will be quarterly beginning December 31, 2023.

POLICY CONSIDERATIONS:

The agreement with this entity will benefit the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose.

FISCAL IMPACT:

The funds are currently budgeted in Account 100-7-101.520 Gonzales County Senior Citizens Association for \$10,000. Those amounts were verified with the Finance Director.

ATTACHMENTS:

Contracts are attached for each of the entities.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND GONZALES COUNTY SENIOR CITIZENS ASSOCIATION, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 14, 2023 the City Council approved the operating budget for Fiscal Year 2023-2024; and

WHEREAS, within said approved budget funds are currently budgeted Account 100-7-101.520 Gonzales County Senior Citizens Association for \$10,000; and

WHEREAS, annually the City Council is asked to approve various Special Contracts whereby the City provides funding to local entities to benefit the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose; and

WHEREAS, the Gonzales County Senior Citizen's Association requests funding to provide programs and services to meet the needs of senior citizens such as delivering meals to their homes and providing transportation to medical appointments, lab work, dialysis, grocery shopping, restaurants, work and any other need they may have which achieves a legitimate public purpose; and

WHEREAS, the City Council finds that entering into an agreement with the Gonzales County Senior Citizens Association is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute an agreement with Gonzales County Senior Citizens Association in the amount specified herein the attached Exhibit.

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 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the 1st day of October, 2023, between the City of Gonzales (hereinafter referred to as the “City” or the “City of Gonzales”) and the Gonzales County Senior Citizens Association, Inc. (hereinafter referred to as “Senior Citizens Association”).

WHEREAS, the Senior Citizens Association provides programs and services to meet the needs of senior citizens in the City of Gonzales such as providing transportation to medical appointments, lab work, dialysis, grocery shopping, restaurants, work and any other need they may have; and

WHEREAS, the Senior Citizens Association provides and delivers meals to the homes of senior citizens needing this service; and

WHEREAS, the City finds that these programs and services provided by the Senior Citizens Association are a benefit to the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to the Senior Citizens Association in the amount of \$10,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The Senior Citizens Association shall provide programs and services to meet the needs of the City of Gonzales’ senior citizens. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding.
2. The Senior Citizen Association shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th, and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**
3. **The Senior Citizens Association shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Senior Citizens Association.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas.
5. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any Court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.

6. This Agreement shall be in effect for a period of one year, period beginning October 1, 2023 and ending September 30, 2024.

Executed this 1st day of October, 2023.

CITY OF GONZALES

By: _____
Timothy L. Crow, City Manager

Attest: _____
Kristina Vega, City Secretary

GONZALES COUNTY SENIOR
CITIZENS ASSOCIATION, INC.

By: _____
Kari Breitschopf, Executive Director

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-101 Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Preservation Gonzales, Inc. for Historical Preservation

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Preservation Gonzales, Inc. (herein referred to as "County Jail Museum") for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the County Jail Museum to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of funds will be quarterly, beginning December 31, 2023.

POLICY CONSIDERATIONS:

The agreement with the County Jail Museum will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.525 Historic Preservation for \$10,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2023.

ATTACHMENTS:

Proposed agreement with Preservation Gonzales, Inc. is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND PRESERVATION GONZALES, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that Preservation Gonzales, Inc. (herein referred to as “County Jail Museum”) is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the County Jail Museum, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City shall provide funding to County Jail Museum in the amount of \$10,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The County Jail Museum shall use the \$10,000.00 to promote historic restoration and preservation projects or activities at the County Jail Museum. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by County Jail Museum, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute agreements with County Jail Museum in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. County Jail Museum shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the 1st day of October, 2023 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Preservation Gonzales, Inc. (Gonzales County Jail Museum) (herein referred to as "County Jail Museum").

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that County Jail Museum is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the County Jail Museum, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to County Jail Museum in the amount of \$10,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The County Jail Museum shall use the \$10,000.00 to make improvements to the facilities and property at the County Jail Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by County Jail Museum, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The County Jail Museum shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of

each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The County Jail Museum shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the County Jail Museum.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. County Jail Museum shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2023 and ending September 30, 2024.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor County Jail Museum shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices, and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this 1st day of October, 2023.

CITY OF GONZALES

By: _____
Timothy L. Crow, City Manager

Attest: _____
Kristina Vega, City Secretary

PRESERVATION GONZALES, INC.
(GONZALES COUNTY JAIL MUSEUM)

By: _____
Glenda Gordon, President

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-102 Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Gonzales Crystal Theater, Inc. for Historical Preservation and the Encouragement, Promotion, Improvement, and Application of the Arts

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Gonzales Crystal Theater, Inc. (herein referred to as “Crystal Theater”) for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the Crystal Theater to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of funds will be quarterly, beginning December 31, 2023.

POLICY CONSIDERATIONS:

The agreement with Crystal Theater will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(4) and (5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.505 Promotion of the Arts for \$5,000.00, Account 500-7-811.525 Historic Preservation for \$5,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2023.

ATTACHMENTS:

Proposed agreement with Gonzales Crystal Theater, Inc. is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND GONZALES CRYSTAL THEATER, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that Gonzales Crystal Theater, Inc. (herein referred to as “Crystal Theater”) is eligible for funding according to Chapter 351.101(a)(4) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; and

WHEREAS, the City Council also finds that Crystal Theater is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the Crystal Theater, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City shall provide funding to Crystal Theater in the total amount of \$10,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The Crystal Theater shall use the \$5,000.00 to make improvements to the facilities and property at the Crystal Theater site and shall use the remaining \$5,000.00 to encourage, promote, improve and the application of the arts. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must

be submitted by Crystal Theater, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute agreements with Crystal Theater in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. Crystal Theater shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the 1st day of October, 2023 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Gonzales Crystal Theater, Inc. (hereinafter referred to as "Crystal Theater").

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that Crystal Theater is eligible for funding according to Chapter 351.101(a)(4) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; and

WHEREAS, the City Council also finds that Crystal Theater is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the Crystal Theater, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to Crystal Theater in the total amount of \$10,000.00 for the budget that runs from October 1, 2023, to September 30, 2024. The Crystal Theater shall use

the \$5,000 to make improvements to the facilities and property at the Crystal Theater site and shall use the remaining \$5,000 to encourage, promote, improve and the application of the arts. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Crystal Theater, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.

2. The Crystal Theater shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th, and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**
3. **The Crystal Theater shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Crystal Theater.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. Crystal Theater shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2023, and ending September 30, 2024.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. Neither the City nor Crystal Theater shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto

or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

11. The City reserves the right to request all necessary receipts, invoices, and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this 1st day of October, 2023.

CITY OF GONZALES

By: _____
Timothy L. Crow, City Manager

Attest: _____
Kristina Vega, City Secretary

GONZALES CRYSTAL THEATER, INC.

By: _____
Barbara Crozier, Director

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-103 Authorizing the City Manager to Execute an Agreement between the City of Gonzales and The Edwards Association for Historical Preservation

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. This will be a new agreement with The Edwards Association (herein referred to as "Edwards Association") for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the Edwards Association to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$15,000.00. The disbursement of funds will be quarterly, beginning December 31, 2023.

POLICY CONSIDERATIONS:

The agreement with Edwards Association will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.525 Historic Preservation for \$15,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2023.

ATTACHMENTS:

Proposed agreement with The Edwards Association is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND THE EDWARDS ASSOCIATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that The Edwards Association (herein referred to as “Edwards Association”) is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the Edwards Association, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City shall provide funding to Edwards Association in the amount of \$15,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The Edwards Association shall use the \$15,000.00 to make improvements to the facilities and property at Edwards Association site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Edwards Association, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute agreements with Edwards Association in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. Edwards Association shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the 1st day of October, 2023 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the The Edwards Association (herein referred to as "Edwards Association").

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that Edwards Association is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the Edwards Association, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to Edwards Association in the amount of \$15,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The Edwards Association shall use the \$15,000.00 to make improvements to the facilities and property at the Edwards Association site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Edwards Association, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The Edwards Association shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of

each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The Edwards Association shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Edwards Association.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. Edwards Association shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2023 and ending September 30, 2024.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor Edwards Association shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices, and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this 1st day of October, 2023.

CITY OF GONZALES

By: _____
Timothy L. Crow, City Manager

Attest: _____
Kristina Vega, City Secretary

THE EDWARDS ASSOCIATION

By: _____
David B. Tacy, President

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-104 Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Gonzales County Restoration Association dba Gonzales Pioneer Village for Historical Preservation

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Gonzales County Restoration Association dba Gonzales Pioneer Village (herein referred to as “Pioneer Village”) for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the Pioneer Village to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$15,000.00. The disbursement of funds will be quarterly, beginning December 31, 2023.

POLICY CONSIDERATIONS:

The agreement with Pioneer Village will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.525 Historic Preservation for \$15,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2023.

ATTACHMENTS:

Proposed agreement with Gonzales County Restoration Association dba Gonzales Pioneer Village is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND GONZALES COUNTY RESTORATION ASSOCIATION DBA GONZALES PIONEER VILLAGE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that Gonzales County Restoration Association dba Gonzales Pioneer Village (herein referred to as “Pioneer Village”) is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the Pioneer Village, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City shall provide funding to Pioneer Village in the amount of \$15,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The Pioneer Village shall use the \$15,000.00 to make improvements to the facilities and property at the Pioneer Village site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Pioneer Village, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute agreements with Pioneer Village in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. Pioneer Village shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the 1st day of October, 2023 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Gonzales County Restoration Association dba Gonzales Pioneer Village (herein referred to as "Pioneer Village").

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that Pioneer Village is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the Pioneer Village, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to Pioneer Village in the amount of \$15,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The Pioneer Village shall use the \$15,000.00 to make improvements to the facilities and property at the Pioneer Village site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Pioneer Village, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The Pioneer Village shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of

each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The Pioneer Village shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Pioneer Village.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. Pioneer Village shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2023 and ending September 30, 2024.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor Pioneer Village shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices, and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this 1st day of October, 2023.

CITY OF GONZALES

By: _____
Timothy L. Crow, City Manager

Attest: _____
Kristina Vega, City Secretary

GONZALES COUNTY RESTORATION
ASSOCIATION DBA GONZALES PIONEER
VILLAGE

By: _____
Vicki Frenzel, President

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-105 Authorizing the City Manager to Execute an Agreement between the City of Gonzales and Gonzales Chapter Daughters of the Republic of Texas for Historical Preservation

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Gonzales Chapter Daughters of the Republic of Texas (herein referred to as “JB Wells House Museum”) for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the JB Wells House Museum to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of funds will be quarterly, beginning December 31, 2023.

POLICY CONSIDERATIONS:

The agreement with JB Wells House Museum will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.525 Historic Preservation for \$10,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2023.

ATTACHMENTS:

Proposed agreement with Gonzales Chapter Daughters of the Republic of Texas is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND GONZALES CHAPTER DAUGHTERS OF THE REPUBLIC OF TEXAS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that Gonzales Chapter Daughters of the Republic of Texas (herein referred to as “JB Wells House Museum”) is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the JB Wells House Museum, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City shall provide funding to JB Wells House Museum in the amount of \$10,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The JB Wells House Museum shall use the \$10,000.00 to make improvements to the facilities and property at the JB Wells House Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by JB Wells House Museum, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute agreements with JB Wells House Museum in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. JB Wells House Museum shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the 1st day of October, 2023 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Gonzales Chapter Daughters of the Republic of Texas (herein referred to as "JB Wells House Museum").

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel occupancy tax on occupants of hotels within the City; and

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council finds that JB Wells House Museum is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the JB Wells House Museum, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the City may not delegate the management or supervision of its convention and visitor programs and activities funded with HOT Funds other than by contract as provided by law; and,

WHEREAS, the City Council hereby finds that expending the funds contemplated in the manner required by the Texas Tax Code is in the best interest of the City and its citizens, and serves a public purpose; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to JB Wells House Museum in the amount of \$10,000.00 for the budget that runs from October 1, 2023 to September 30, 2024. The JB Wells House Museum shall use the \$10,000.00 to make improvements to the facilities and property at the JB Wells House Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by JB Wells House Museum, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The JB Wells House Museum shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September

30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The JB Wells House Museum shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the JB Wells House Museum.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. JB Wells House Museum shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2023 and ending September 30, 2024.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor JB Wells House Museum shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices, and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this 1st day of October, 2023.

CITY OF GONZALES

By: _____
Timothy L. Crow, City Manager

Attest: _____
Kristina Vega, City Secretary

GONZALES CHAPTER DAUGHTERS OF
THE REPUBLIC OF TEXAS (JB WELLS
HOUSE MUSEUM)

By: _____
Marjorie Kacir, President Gonzales Chapter

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-106 Approving an Administrative Services Agreement by and Between the GEDC and City of Gonzales, Texas.

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales and the Gonzales Economic Development Corporation wish to enter into an Administrative Services Agreement to maximize efficiency and minimize costs in the area of fiscal, personnel, and professional services that are mutually beneficial to both parties. The proposed Administrative Services Agreement is set to expire on September 30, 2024, and includes the City Provided Services as follows:

- Meeting space
- Use of vault for document retention
- Utilities – electric, water, sewer, phone, internet and alarm service
- 24 hour a day IT service
- Access to Incode Software
- Use of the computer server for safe keeping of documents
- Financial services including: preparing monthly financial and investment report, accounts receivable (loans) and payable, payroll, 1099 preparation, bank reconciliation, financial and TexPool investments
- Assisting with budget preparation and printing budget book
- Postage
- Unlimited use of the copy and fax machine including the use of paper
- Use of P.O Box
- Human Resources support

At its August 28, 2023 meeting, the GEDC unanimously approved the proposed administrative services agreement.

POLICY CONSIDERATIONS:

The GEDC follows all City of Gonzales personnel policies and procedures.

FISCAL IMPACT:

The GEDC will pay the City of Gonzales \$24,000 per year for the time period beginning October 1, 2023 and ending September 30, 2024. The costs associated with this agreement have been budgeted into the 2023 – 24 FY Budget.

ATTACHMENTS:

Administrative Services Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends the Board take action as deemed necessary.

RESOLUTION NO. 2023-106

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

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

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

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

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provisions 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 provisions 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 provisions to the other persons and circumstances shall nevertheless be valid, and the GEDC 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 14th day of September, 2023.

Mayor, S.H Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Administrative Services Agreement]

THE STATE OF TEXAS
COUNTY OF GONZALES

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

ADMINISTRATIVE SERVICES AGREEMENT

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

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

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1. PURPOSE

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

ARTICLE 2. TERM

The initial term of this Agreement begins upon approval of the governing bodies of the Parties and execution by their respective designees and shall expire on **September 30, 2024**⁴³. The Agreement shall automatically be renewed each year unless terminated as herein provided and each successive one-year term shall begin October 1st and run concurrently with the fiscal year so long as the funds required hereunder are appropriated by the governing bodies of the Parties.

ARTICLE 3. FISCAL MANAGEMENT & DISBURSEMENT

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

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

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

ARTICLE 4. PERSONNEL MANAGEMENT

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

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

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

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

ARTICLE 5. PERSONNEL GENERAL DUTIES

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

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

B. GEDC Agrees to:

1. Provide the City funding in the amount of \$24,000.00 per year, as provided further below, subject to any other administrative expenses incurred by mutual agreement, for the period ending **September 30, 202~~4~~³**, for the operational activities (including compensation of the staff and reimbursement for legal fees). The first payment of

\$12,000.00 shall be due by **October 31, 202~~32~~**. The second payment of \$12,000.00 shall be due by **March 31, 202~~43~~**.

2. Provide to the City funding in the amount of \$64.00 for the period ending **September 30, 202~~43~~**, for liability insurance for the flagpole on Texas Heroes Square.

ARTICLE 6. LEGAL SERVICES

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

ARTICLE 7. TERMINATION AND AMENDMENTS

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

If to the City:	City Manager City of Gonzales P.O. BOX 547 Gonzales, Texas 78629
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If to GEDC:	Gonzales Economic Development Corporation P.O. Box 547 Gonzales, TX 78629
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ARTICLE 8. GOVERNING LAW

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

ARTICLE 9. NON-ASSIGNMENT

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

ARTICLE 10. SEVERABILITY

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

ARTICLE 11. ENTIRETY OF AGREEMENT

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

ARTICLE 12. OFFICIALS NOT TO BENEFIT

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

ARTICLE 13. NO WAIVER

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

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

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

ARTICLE 14. AGREEMENT

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

WITNESS our hands to this AGREEMENT this _____ day of _____, 202~~3~~².

GEDC

CITY

~~Ken Morrow~~ ~~Andy Rodriguez~~, President

~~Tim Patek~~ ~~Timothy L. Crow~~, City Manager

ATTEST:

ATTEST:

~~Gerri Lawing~~ ~~Dr. Elmer Avellaneda~~, Secretary

Kristina Vega, City Secretary

Exhibit A

[City Provided Services]

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

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-107 Approving a Performance Agreement with HUB CITY Revitalization, LLC and Approving the Execution of a Commercial Contract – 510 St Paul.

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The GEDC received a real estate sales contract Friday June 23, 2023, from HUB CITY Revitalization, LLC. The offer that was received was considered at the special called meeting of the GEDC Board of Directors on Wednesday July 5, 2023. Upon returning to open session at its July 5, 2023 special called meeting, Director Ryan Lee stated that the GEDC Board of Directors received an offer on the Lynn Theatre to which was countered, and the counter was then rejected. Director Lee made a motion to refer the offer as is to the City Council. The motion was seconded by Director Elmer Avellaneda. The motion carried unanimously.

At its July 13, 2023 meeting, the City Council of the City of Gonzales, after returning from closed session, the following was stated by Mayor Sucher: "Council has directed staff to continue negotiations with the Durham Group (HUB CITY Revitalization) on the purchase of the Lynn Theatre, and we look forward to receiving a finalized agreement in the near future."

The GEDC Director, the Gonzales City Manager, the agent of the potential purchaser, and GEDC Attorney have been in conversation to prepare a performance agreement, as per directive of the Gonzales City Council.

At the July 24, 2023, GEDC meeting, Board President Ken Morrow opened the public hearing at 7:31pm. After hearing from one member of the public, Board President Ken Morrow made a motion to table the item until the next GEDC regularly scheduled meeting on August 28, 2023, at 6pm.

On Wednesday August 23, 2023, the GEDC received an updated sales contract and proposed revisions to the performance agreement from the potential purchaser's agent. At its August 28, 2023 meeting, President Ken Morrow made a motion that the GEDC Board of Directors accept the performance agreement and real estate contract as written. Director Ryan Lee seconded the motion. A poll vote was taken, and the motion carried.

POLICY CONSIDERATIONS:

Local Government Code Section 505.152 PROJECTS RELATED TO RECREATIONAL OR COMMUNITY FACILITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable

for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section.

FISCAL IMPACT:

The GEDC will be paid \$140,000 upon the completion of the feasibility period listed in the Real Estate Sales Contract. The GEDC will no longer be responsible for the utilities, insurance, or maintenance costs for the Lynn Theatre. The Lynn Theatre will be back on the tax rolls and generating sales and property tax.

ATTACHMENTS:

Real Estate Sales Contract
Special Warranty Deed
Performance Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends the Board take action as deemed necessary.

RESOLUTION NO. 2023-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION AND A NON-PROFIT CORPORATION, AND HUB CITY REVITALIZATION, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND AUTHORIZING AND APPROVING THE EXECUTION OF A COMMERCIAL CONTRACT – IMPROVED PROPERTY CONTRACT AND ANY AND ALL DOCUMENTS NECESSARY TO SELL AND CONVEY BLOCK 33, LOT PT 2, GONZALES BLOCKS ADDITION, AN ADDITION TO THE CITY OF GONZALES, GONZALES COUNTY, TEXAS, AND GENERALLY LOCATED AT 510 SAINT PAUL STREET, GONZALES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, the Board of Directors of the GEDC authorizes and approves a Performance Agreement by and between the GEDC and HUB CITY Revitalization, LLC, a Texas limited liability company, a copy of which is attached hereto as ***Exhibit A*** of this Resolution, and is incorporated herein for all purposes; and

WHEREAS, the Board of Directors of the GEDC authorizes and approves the execution of a Commercial Contract – Improved Property Contract, a copy of which is attached hereto as ***Exhibit B*** of this Resolution, and any and all real estate closing documents necessary for the GEDC to sell and convey Block 33, Lot PT 2, Gonzales Blocks Addition, an addition to the City of Gonzales, Gonzales County, Texas, and generally located at 510 St. Paul Street, City of Gonzales, Gonzales County, Texas (hereinafter referred to as the “Property”) consistent with the terms of said Real Estate Sales Contract.

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

Section 1. That the City Council of the City of Gonzales, Texas does hereby approve the Performance Agreement by and between the GEDC and HUB CITY Revitalization, LLC, a Texas limited liability company, a copy of which is attached hereto as ***Exhibit A*** of this Resolution, and is incorporated herein for all purposes.

Section 2. That the foregoing recitals are hereby found to be true and correct findings of the City Council of the City of Gonzales, Texas, and are fully incorporated into the body of this Resolution

Section 3. That the City Council of the City of Gonzales, Texas does hereby authorize the GEDC President and/or Executive Director to execute the Commercial Contract – Improved

Property Contract, a copy of which is attached hereto as ***Exhibit B*** of this Resolution, and is incorporated herein for all purposes, and any and all real estate closing documents necessary for the GEDC to sell and convey the Property, and authorizes GEDC President, staff, and officers to take all actions necessary consistent with the terms of said Commercial Contract – Improved Property Contract.

Section 4. It is hereby declared to be the intention of the City Council of the City of Gonzales, Texas that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the GEDC without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: SEPTEMBER 14, 2023

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-108 Authorizing the Appointments and Reappointments to the Airport Advisory Board, Gonzales Convention & Visitors Bureau, Gonzales Economic Development Corporation, Gonzales Golf Course Advisory Board, JB Wells Park Advisory Board, Gonzales Library Board, Main Street Advisory Board, Museum Advisory Board, Planning & Zoning Commission, and Zoning Board of Adjustment & Sign Control Board

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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.

During the March 3, 2013 City Council Meeting the Council established a uniform appointment month of September for all Council appointed Boards & Commissions.

The City of Gonzales has the following Boards & Commissions:

Airport Advisory Board
Gonzales Convention & Visitors Bureau
Gonzales Economic Development Corporation
Gonzales Golf Course Advisory Board
JB Wells Park Advisory Board
Gonzales Library Board
Main Street Advisory Board
Museum Advisory Board
Planning & Zoning Commission
Zoning Board of Adjustment & Sign Control Board

Applications that were received were for specific boards & commissions and are attached for review. The individuals that are seeking reappointment have provided an email stating their desire to be reappointed.

The City Council will be provided with a ballot to be completed for each board. This ballot will indicate who currently serves on the board and desires to be reappointed, names of the applicants that wish to serve on the board, and number of vacancies that exist for each board. Applications for the Council to review will also be included in the packet. The ballots will need to be completed and provided to City staff early within the meeting to allow time for staff to compile

the City Council's choices, which will be provided to the City Council for final consideration during the actual agenda item. Please be sure to note on the top of the board summary exhibit that some boards have residency requirements that must be followed, such as the Zoning Board of Adjustment, Planning & Zoning Commission, and the GEDC which are adopted within the City's Code of Ordinances.

POLICY CONSIDERATIONS:

The Board members that requested reappointment were asked to provide an email stating that they wish to continue to serve instead of a brand-new application cutting down on unnecessary paperwork. However, the new applicants were requested to provide an application to communicate the boards they wished to serve on and the order in which they desire to serve.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2023-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE APPOINTMENT AND REAPPOINTMENTS TO THE CITY OF GONZALES BOARDS AND COMMISSIONS: AIRPORT ADVISORY BOARD; GONZALES CONVENTION & VISITORS BUREAU; GONZALES ECONOMIC DEVELOPMENT CORPORATION; GONZALES GOLF COURSE ADVISORY BOARD; JB WELLS PARK ADVISORY BOARD; GONZALES LIBRARY BOARD; MAIN STREET ADVISORY BOARD; MUSEUM ADVISORY BOARD; PLANNING & ZONING COMMISSION; AND ZONING BOARD OF ADJUSTMENT & SIGN CONTROL 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, the uniform appointment month is September of each year; 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 14th day of September 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

A. Airport Advisory Board

The following members are appointed to the Airport Advisory Board for a two-year term beginning September 30, 2023 and ending September 30, 2025:

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

B. Gonzales Convention & Visitors Bureau

The following members are appointed to the Gonzales Convention & Visitors Bureau for a two-year term beginning September 30, 2023 and ending September 30, 2025:

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

C. Gonzales Economic Development Corporation

The following members are appointed to the Gonzales Economic Development Corporation for a two-year term effective September 30, 2023 and ending September 30, 2025:

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

The following members are appointed to the Gonzales Economic Development Corporation for the remainder of an unexpired two-year term beginning September 30, 2023 and ending September 30, 2024:

- 1.

D. Gonzales Golf Course Advisory Board

The following members are appointed to the Gonzales Golf Course Advisory Board for a two-year term beginning September 30, 2023 and ending September 30, 2025:

- 1.
- 2.
- 3.

E. JB Wells Park Advisory Board

The following members are appointed to the JB Wells Park Advisory Board for a two-year term beginning September 30, 2023 and ending September 30, 2025:

- 1.
- 2.
- 3.

F. Gonzales Library Board

The following members are appointed to the Gonzales Library Board for a two-year term beginning September 30, 2023 and ending September 30, 2025:

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

G. Main Street Advisory Board

The following members are appointed to the Main Street Advisory Board for a two-year term beginning September 30, 2023 and ending September 30, 2025:

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

H. Museum Advisory Board

The following members are appointed to the Museum Advisory Board for a two-year term beginning September 30, 2023 and ending September 30, 2025:

- 1.
- 2.
- 3.

I. Planning & Zoning Commission

The following members are appointed to the Planning & Zoning Commission for a two-year term beginning September 30, 2023 and ending September 30, 2025:

- 1.
- 2.

- 3.
- 4.

J. Zoning Board of Adjustment and Sign Control Board

The following members are appointed to the Zoning Board of Adjustment & Sign Control Board for a two-year term beginning September 30, 2023 and ending September 30, 2025:

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

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-109 Authorizing the City Manager to Execute Addendum Two to the Agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

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

City Council authorized the City Manager to execute Addendum One to the agreement with Frontier Access, LLC. on September 8, 2022. The Addendum One provided for a Residential, Commercial, and Industrial unit fuel cost adjustment increase in the amount of 6.2% for year four.

City Staff received a Fuel Surcharge Request from Tim Henderson, Vice President, Frontier Access, LLC (Frontier Waste Solutions) on Friday, September 1, 2023, respectfully requesting a 5.7% increase as per the attached City of Gonzales Fuel Schedule (Exhibit A of the agreement) based on the average fuel price of diesel fuel during the preceding Contract Year exceeding \$3.04/gallon.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

Frontier Access, LLC (Frontier Waste Solutions) is requesting a 5.7% increase as per the attached City of Gonzales Fuel Schedule (Exhibit A of the agreement) based on the average fuel price of diesel fuel during the preceding Contract year exceeding \$3.04/gallon. If this increase is approved, it would be effective October 1, 2023, and would be for this fiscal year, which would end on September 30, 2024. The increase would affect the handload containers, dumpsters, recycle containers and roll-offs.

ATTACHMENTS:

Agreement from Frontier Access, LLC (Frontier Waste Solutions)
Fuel Surcharge Request Letter with attachments

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2023-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ADDENDUM TWO TO THE AGREEMENT WITH FRONTIER ACCESS, LLC (FRONTIER WASTE SOLUTIONS) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES PROVIDING FOR A RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL UNIT FUEL COST ADJUSTMENT INCREASE IN THE AMOUNT OF 5.7%; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales (“City”) and Frontier Access, LLC (Frontier Waste Solutions) previously entered into a Solid Waste Collection and Disposal Services (“Agreement”) for Solid Waste Collection and Disposal Services in March of 2020; and .

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

WHEREAS, Frontier Waste Solutions requested a fuel surcharge increase of 5.7%; which will increase the cost for handload containers, dumpsters, recycle containers and roll-offs; and

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

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute Addendum Two to the agreement with Frontier Access, LLC, (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services as attached hereto as Exhibit “A”.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of September 2023.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

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

ADDENDUM TWO

THIS EXCLUSIVE FRANCHISE AGREEMENT ADDENDUM TWO (“Addendum”) is made and entered into on the ____ day of September, 2023 following all necessary approval by the governing bodies of the Parties (the “Execution Date”) to be effective as of October 1, 2023, the “Effective Date”) by and between the City of Gonzales, a Texas home rule municipal corporation (“Owner”), and Frontier Access, LLC (Frontier Waste Solutions), a Texas corporation (“Operator”) (each a “Party” and collectively the “Parties”).

RECITALS

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

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

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

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

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

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

1. Amend Section 10 Rate Adjustment E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment.
2. E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment. Beginning October 1, 2020, the Service Provider shall adjust all of the rates contained in Section 9 (the “Base Rates”) for any Contract Year in which the average price of diesel fuel during the preceding Contract Year exceeded \$3.04 per gallon (the “Base Price”). The average price of diesel fuel will be determined by reference to the U.S. Energy Information

Administration published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of diesel fuel for each Contract Year (each, a “Average Yearly Price”) shall be the average of the weekly fuel prices published for each week during such Contract Year.

3. All other terms and conditions of the Exclusive Franchise Agreement remain in full force and effect.

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

Operator: Frontier Access, LLC (Frontier Waste Solutions)

By:

Tim Henderson
Vice President

Owner: City of Gonzales, Texas

By:

Timothy L. Crow
City Manager



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

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

Date: August 25, 2023

Re: Fuel Surcharge request

Mr. Crow,

Per Section X.E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment, of the service contract between Frontier Access, LLC. and the city of Gonzales, I respectfully request a 5.7 percent (5.7%) increase as per the attached City of Gonzales Fuel Schedule (Exhibit A of the agreement) based on the average fuel price of diesel fuel during the preceding Contract Year exceeding \$3.04/gallon. I also attached the 52-week average from the U.S. Energy Information Administration website referenced in this section. The 52-week average is \$4.14/gallon.

If this increase is approved, I would like to make it effective on October 1, 2023. I have also attached a revised rate sheet with effective rates.

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

Best Regards,

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

City of Gonzales Trash Rate Increase
Effective Date: October 1, 2023

Contract Year 5 Rates	
Current Handload	
Residential Rate	\$ 14.15
Resi Extra Cart	\$ 6.28
Outside Resi Rate	\$ 16.39
Outside Rec Rate	\$ 27.32
Outside Extra Cart	\$ 6.28
Comm Cart Service	\$ 32.79
Comm Cart Extra	\$ 16.39

Current Dumpsters						
	1x	2x	3x	4x	5x	6x
2 Yard	\$ 77.85	\$ 145.33	\$ 207.62	\$ -	\$ -	\$ 67.48
3 Yard	\$ 98.62	\$ 185.81	\$ 271.98	\$ -	\$ -	\$ 87.19
4 Yard	\$ 130.80	\$ 236.68	\$ 342.58	\$ 448.45	\$ -	\$ 105.88
6 Yard	\$ 154.68	\$ 266.78	\$ 377.87	\$ 489.54	\$ 600.02	\$ 783.76
8 Yard	\$ 203.47	\$ 353.99	\$ 503.47	\$ 654.00	\$ 802.44	\$ 1,020.45
Casters	\$ 24.04					
Lockbars	\$ 24.04					

Container Service - Recycle

	EOW	1x/month	Extra
96 cart	\$ 10.92	\$ 21.86	\$ 10.92
4 Yard	\$ 83.05	\$ 166.10	\$ 83.05
6 Yard	\$ 98.34	\$ 196.69	\$ 98.34
8 Yard	\$ 118.02	\$ 236.02	\$ 118.02

Current Roll-off

	Delivery	Haul/Disp	Daily Rent
20 yard	\$ 188.93	\$ 503.47	\$ 4.37
30 yard	\$ 188.93	\$ 570.96	\$ 4.37
40 yard	\$ 188.93	\$ 598.98	\$ 4.37
Compactor	\$ -	\$ 655.64	

City Roll-off Rates

	Delivery	Haul/Disp	Daily Rent
20 yard	\$ -	\$ 322.84	\$ -
30 yard	\$ -	\$ 505.56	\$ -
40 yard	\$ -	\$ 537.73	\$ -

Fuel Adjustment 5.7%
Revised Contract Year 5

Revised Handload	
Residential Rate	\$ 14.96
Resi Extra Cart	\$ 6.64
Outside Resi Rate	\$ 17.32
Outside Rec Rate	\$ 28.88
Outside Extra Cart	\$ 6.64
Comm Cart Service	\$ 34.66
Comm Cart Extra	\$ 17.32

Revised Dumpsters

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 82.29	\$ 153.61	\$ 219.45	\$ -	\$ -	\$ -	\$ 71.33
3 Yard	\$ 104.24	\$ 196.40	\$ 287.48	\$ -	\$ -	\$ -	\$ 92.16
4 Yard	\$ 138.26	\$ 250.17	\$ 362.11	\$ 474.01	\$ -	\$ -	\$ 111.92
6 Yard	\$ 163.50	\$ 281.99	\$ 399.41	\$ 517.44	\$ 694.22	\$ 828.43	\$ 118.49
8 Yard	\$ 215.07	\$ 374.17	\$ 532.17	\$ 691.28	\$ 848.18	\$ 1,078.62	\$ 159.10
Casters	\$ 25.41						
Lockbars	\$ 25.41						

Revised Container Service - Recycle

	EOW	1x/month	Extra
96 cart	\$ 11.54	\$ 23.11	\$ 11.54
4 Yard	\$ 87.78	\$ 175.57	\$ 87.78
6 Yard	\$ 103.95	\$ 207.90	\$ 103.95
8 Yard	\$ 124.75	\$ 249.47	\$ 124.75

Revised Roll-off

	Delivery	Haul/Disp	Daily Rent
20 yard	\$ 199.70	\$ 532.17	\$ 4.62
30 yard	\$ 199.70	\$ 603.50	\$ 4.62
40 yard	\$ 199.70	\$ 633.12	\$ 4.62
Compactor	\$ -	\$ 693.01	\$ -

City Roll-off Rates

	Delivery	Haul/Disp	Daily Rent
20 yard	\$ -	\$ 341.24	\$ -
30 yard	\$ -	\$ 534.38	\$ -
40 yard	\$ -	\$ 568.38	\$ -

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

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

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

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

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

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

SECTION 11. EXCLUSIONS.

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

SECTION 12. TERM OF AGREEMENT.

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

SECTION 13. ASSIGNMENT.

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

SECTION 14. ENFORCEMENT.

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

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

Sourcekey	EMD_EPD2D_PTE_R30 _DPG Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)
Date	
Sep 05, 2022	4.796
Sep 12, 2022	4.76
Sep 19, 2022	4.69
Sep 26, 2022	4.623
Oct 03, 2022	4.557
Oct 10, 2022	4.897
Oct 17, 2022	5.018
Oct 24, 2022	4.987
Oct 31, 2022	4.965
Nov 07, 2022	4.937
Nov 14, 2022	4.886
Nov 21, 2022	4.782
Nov 28, 2022	4.699
Dec 05, 2022	4.524
Dec 12, 2022	4.344
Dec 19, 2022	4.205
Dec 26, 2022	4.164
Jan 02, 2023	4.267
Jan 09, 2023	4.223
Jan 16, 2023	4.224
Jan 23, 2023	4.32
Jan 30, 2023	4.351
Feb 06, 2023	4.249
Feb 13, 2023	4.15
Feb 20, 2023	4.1
Feb 27, 2023	4.027
Mar 06, 2023	4.027
Mar 13, 2023	3.998
Mar 20, 2023	3.93
Mar 27, 2023	3.882
Apr 03, 2023	3.887
Apr 10, 2023	3.883
Apr 17, 2023	3.876
Apr 24, 2023	3.823
May 01, 2023	3.754
May 08, 2023	3.613
May 15, 2023	3.593
May 22, 2023	3.579
May 29, 2023	3.555
Jun 05, 2023	3.469
Jun 12, 2023	3.489
Jun 19, 2023	3.532
Jun 26, 2023	3.51
Jul 03, 2023	3.468
Jul 10, 2023	3.505
Jul 17, 2023	3.506
Jul 24, 2023	3.64
Jul 31, 2023	3.831
Aug 07, 2023	3.96
Aug 14, 2023	4.095
Aug 21, 2023	4.095
Aug 28, 2023	4.169
Avg	4.14

EXHIBIT A

CITY OF GONZALES FUEL SCHEDULE

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

\$ 4.80	\$ 4.84	9.3%
\$ 4.85	\$ 4.89	9.5%
\$ 4.90	\$ 4.94	9.8%
\$ 4.95	\$ 4.99	10.1%
\$ 5.00	\$ 5.04	10.3%

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-110 Authorizing the Nomination of Candidates for Positions to be Filled on the Gonzales Central Appraisal District Board of Directors

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

A letter was received from the Gonzales Central Appraisal District dated August 25, 2023 requesting the City Council to submit nominations for the election for the board of directors for the term of office beginning January 1, 2024 and ending December 31, 2025. Each taxing unit may nominate one candidate for each position to be filled on the board of directors. Each taxing unit may nominate one to five candidates.

Each entity has a percentage of calculated voting entitlements for a total of 5,000 votes. The City of Gonzales holds 2.97 percent of the total tax levy for the total number of 149 votes. In the past years the Council has not nominated a candidate for a place on the ballot, but has decided to cast their votes for a candidate that has been placed on the ballot.

The current Board of Directors are:

Lauren Clampit
Frank "Bud" Box
Craig Hines
Sandra Gordon
Sue Gottwald

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2023-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE NOMINATION OF CANDIDATES FOR POSITIONS TO BE FILLED ON THE GONZALES CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council met in open session to discuss nominations for election to the board of directors of the Gonzales Central Appraisal District; and,

WHEREAS, nominations are required by Sec. 6.03 of the Texas Property Tax code; and,

WHEREAS, each taxing unit may nominate one candidate for each position to be filled on the board of directors and may nominate from one to five candidates; and,

WHEREAS, the appointment will be for a two-year term beginning January 1, 2024 and ending December 31, 2025; and,

WHEREAS, the City Council hereby nominates candidates for the election to the Gonzales Central Appraisal District Board of Directors.

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 nominates _____, _____, _____, _____, for the election to the Gonzales Central Appraisal District Board of Directors.

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 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



P.O. Box 867
1709 E. Sarah Dewitt Dr., Unit B
Gonzales, Texas 78629-0867

Office: (830) 672-2879
Fax: (830) 672-8345
Email: gonzcad@gvec.net
www.gonzalescad.org

August 25, 2023

Tim Crow, City Manager
City of Gonzales
P O Drawer 547
Gonzales, Texas 78629

Dear Mr. Crow:

Enclosed herewith is the calculation of voting entitlements for the election of Gonzales Central Appraisal District directors for the term of office beginning January 1, 2024 and ending December 31, 2025.

Each voting taxing unit may nominate one candidate for each position to be filled on the board of directors. These nominations must be made by resolution. Each taxing unit may nominate one to five candidates.

Once each voting taxing unit has completed the nomination, the presiding officer of each voting unit's governing body submits the names of the nominees to the chief appraiser. These nominations should be submitted to the chief appraiser by written resolution before October 15, 2023. The presiding officer should include addresses of the nominees.

Before October 30, 2023, the chief appraiser must prepare a ballot listing the nominees. A copy of this ballot will be delivered to the presiding officer of the governing body of each voting unit.

Each voting unit must vote in open meeting, report its vote by written resolution, and submit it to the chief appraiser before December 15, 2023. The unit may cast all its vote for one candidate or distribute the votes among any number of candidates.

A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

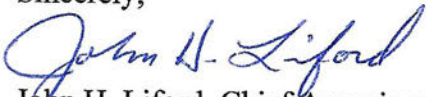
The chief appraiser must count the votes and declare the candidates who received the largest vote totals before December 31, 2023. The chief appraiser notifies all taxing units (voting and non-voting) and all candidates (winners and losers) of the outcome.

If a tie occurs, the chief appraiser must resolve it through any method of chance. Methods of chance include such actions as flipping a coin, drawing straws, and so forth.

I have attached a copy of "Eligibility Requirements" which was copied from the last publication we received from the State Comptroller's office which addressed this issue. I would appreciate your reading this attachment before making your nominations.

If you have any questions concerning the calculation of voting entitlements, director's qualifications, or the election process, please feel free to contact me at (830)672-2879.

Sincerely,

A handwritten signature in blue ink that reads "John H. Liford". The signature is fluid and cursive, with the first name "John" and last name "Liford" clearly legible.

John H. Liford, Chief Appraiser
Gonzales Central Appraisal District

JL:sc

Enclosure

ENTITY	2022 TAX LEVY	PERCENTAGE OF TOTAL TAX LEVY	VOTES
GONZALES COUNTY	\$14,362,513.00	22.83	1141
CITY OF GONZALES	1,870,245.00	2.97	149
CITY OF NIXON	248,128.00	0.39	20
CITY OF WAELDER	91,857.00	0.15	8
CITY OF SMILEY	47,250.00	0.08	4
GONZALES ISD	21,713,102.00	34.51	1725
WAELDER ISD	2,385,253.00	3.79	190
MOULTON ISD	2,193,832.00	3.49	174
CUERO ISD	1,988,760.00	3.16	158
NIXON-SMILEY CISD	14,698,678.00	23.36	1168
SHINER ISD	2,192,705.00	3.49	174
YOAKUM ISD	1,122,461.00	1.78	89

Eligibility Requirements

Eligibility: To be eligible to serve on a board of directors, an individual must be a resident of the CAD and must have resided in the CAD for at least two years immediately preceding the date of taking office. This residency requirement does not apply to a county TAC serving as a nonvoting director.

An employee of a taxing unit that participates in the CAD is not eligible to serve on the board of directors, unless that individual also is a member of the governing body of the taxing unit or an elected official of a taxing unit. Membership on the governing body of a taxing unit does not make an otherwise eligible individual ineligible to serve on the board of directors.

Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors. The person is ineligible if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency. This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.

A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding five years is ineligible to serve on the board of directors.

Degrees of Consanguinity and Affinity

1st DEGREE

By Consanguinity

- Parents
- Children

By Affinity

- Spouses of relatives listed under consanguinity
- Spouse
- Spouse's parents
- Spouse's children
- Stepparents
- Stepchildren

2nd DEGREE

By Consanguinity

- Grandparents
- Grandchildren
- Brothers & sisters

By Affinity

- Spouses of relatives listed by consanguinity
- Spouse's grandparents
- Spouse's grandchildren
- Spouse's brothers & sisters

3rd DEGREE

By Consanguinity

- Great grandparents
- Great grandchildren
- Nieces & nephews
- Aunts & uncles

A person is ineligible to serve on the board of directors if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to the following:

- an appraiser who appraises property for use in a proceeding under the Tax Code; or
- a person who represents property owners for compensation in proceedings under the Tax Code in the CAD.

A director who continues to hold office knowing he or she is related in this manner to the above named persons commits a Class B misdemeanor offense.

An individual is not eligible to be appointed to or to serve on the board of directors if an individual has a substantial interest in a business entity that is party to a contract or the individual is a party to a contract with the CAD. This prohibition also applies to contracts with a taxing unit that participates in the CAD if the contract relates to the performance of an activity governed by the Tax Code. A CAD may not enter into a contract with a board member or with a business entity in which a board member has a substantial interest. A taxing unit may not enter into a contract relating to the performance of an activity governed by the Tax Code with a board member in which the taxing unit participates or with a business entity in which a board member has a substantial interest.

An individual has substantial interest in a business entity if:

- the combined ownership of the director and the director's spouse is at least 10 percent of the voting stock or shares of the business entity; or
- the director or director's spouse is a partner, limited partner or officer of the business entity.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-111 Authorizing the City to waive certain costs associated with remedying a leak and bringing three properties into compliance under the City's Water and Wastewater Utilities

DATE: September 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In the 200 block of Saint John Street the northeast corner was originally planned and developed as a mobile home park. The property was recently divided into four lots and underwent the replat process. The water and wastewater utilities for the original park property were connected through a private owned un-metered line that tapped directly to the city water main. At the end of August after the replat, the water line burst and was leaking ahead of any metered property. The valve was shut off at the street and the water leak was repaired as best as possible but there is still a trickle of water leaking that cannot be eliminated due to the age and condition of the pipe. Once discovered city staff identified that although the utilities in place were grandfathered, each home after the replat should have been required to secure their own services to each individual home. This would include water and wastewater services. The homeowners were not aware that their properties were on a private shared line.

In order to connect these properties in conformance with current city utility connection policies and adopted fees according to the master rate fee schedule would be a total of \$3,142.00 per home, this includes materials, labor, and equipment. The City believes it is in the public interest to partner with the property owners to stop the loss of un-metered water and to bring the utility service up to current standards. An option would be to allow the City Manager due to the circumstances to waive the labor and equipment fees charging only the tap fees and allow the fees to be paid in installments assessed to their utility bill.

POLICY CONSIDERATIONS:

The Texas Constitution Section 52 prohibits the gift of public funds to any individual, however an expenditure of public funds for a public purpose is not prohibited. Therefore, the City Council must determine if this project indeed serves a public purpose, and the dollar amounts that the City will be contributing.

FISCAL IMPACT:

If City Council deems appropriate, the City Manager would like to assess the tap fees in the amount of \$1,355.06 for materials and waive the costs for labor and equipment in the amount of \$1,786.94 per home.

STAFF RECOMMENDATION:

Staff respectfully requests the approval allowing the City Manager to waive the labor and equipment fees, charging only the material costs for each of the three homes.

RESOLUTION NO. 2023-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE WAIVER OF CERTAIN FEES ASSOCIATED WITH THE INSTALLATION OF UPGRADED WATER AND WASTEWATER SERVICES CONNECTIONS DUE TO A WATER LEAK; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 200 block of Saint John Street the northeast corner was originally planned and developed as a mobile home park; and

WHEREAS, in March of 2023, the property was divided into four lots and underwent the replat process; and

WHEREAS, in August of 2023, the water line burst and was leaking ahead of any metered property, the valve was shut off at the street and the water leak was repaired as best as possible but there is still a trickle of water leaking that cannot be eliminated due to the age and condition of the pipe, resulting in a loss of water to the City; and

WHEREAS, it was discovered at this time, that all four lots were connected through a private line that was grandfathered and provided utilities to three homes; and

WHEREAS, after the replat, each home should have been required to secure their own services to each individual property; and

WHEREAS, the cost for the tap fees to bring the water and wastewater services into compliance for each individual home a grand total of \$3,142.00 (\$1,355.06 for materials, and \$1,786.94 labor and equipment); and

WHEREAS, the Texas Constitution Section 52 prohibits the gift of public funds to any individual, however an expenditure of public funds for a public purpose is not prohibited; and,

WHEREAS, the City has determined that old and aging infrastructure is detrimental to the efficient and effective provision of utility services to its customers as it increases costs for maintenance and emergency repairs; and

WHEREAS, the City has determined that partnering with property owners to replace grandfathered, aging facilities that are creating increased maintenance costs and a loss of water resources meets a public purpose of protecting the City's utility services and customers and aids in keeping the water and wastewater rates cost efficient and 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, Texas hereby authorizes waiver of certain fees associated with the installation of upgraded water and wastewater services connections due to a water leak.

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 14th day of September 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2023-13 Regarding the City of Gonzales' Texas Municipal Retirement System Benefits Authorizing: (1) an Increase to the Employee Contribution Rate; (2) Non-Retroactive Repeating Colas, for Retirees and their Beneficiaries Pursuant to TMRS Act §853.404(F) and (F-1), and (3) Annually Accruing Updated Service Credits

DATE: September 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

During the budget discussions for Fiscal Year 2023-2024 it was presented and discussed to increase the 5% to the 6% contribution for employees to TMRS.

To make the changes below to the City's TMRS plan, the City Council must adopt the attached model ordinance.

*6% Employee Contribution Rate
Effective October 1, 2023*

&

*100% Updated Service Credit without Transfers
70% Non-retroactive Cost of Living Adjustment Increase to Annuitants
Both Annually Repeating
Effective January 1, 2024*

By statute, when a city changes its employee deposit rate and the city currently offers Updated Service Credits (USC)/Cost of Living Adjustment (COLA) on an annually repeating basis, the city must re-adopt these annually repeating provisions. This re-adoption is necessary because there are new USC/COLA costs associated with the new provisions. Therefore, the enclosed ordinance includes the city's re-adoption of these benefits.

As reflected in the Plan Change Studies you previously received, when the employee's contribution rate increases to 6%, the city's contribution rate will be **12.87%** for the remainder of 2023. Beginning January 1, 2024, the city's contribution rate will be **12.92%**.

POLICY CONSIDERATIONS:

To implement the changes to the City's TMRS plan, the City Council must adopt an ordinance reflecting the change.

FISCAL IMPACT:

Total fiscal impact across all funds is \$127,896.00.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of the attached ordinance.

ORDINANCE NO. 2023-13

AN ORDINANCE REGARDING THE CITY OF GONZALES' TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS AUTHORIZING: (1) AN INCREASE TO THE EMPLOYEE CONTRIBUTION RATE; (2) NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES PURSUANT TO TMRS ACT §853.404(f) and (f-1), AND (3) ANNUALLY ACCRUING UPDATED SERVICE CREDITS.

WHEREAS, the City of Gonzales, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

WHEREAS, House Bill 2464, 88th Texas Legislature, R.S., 2023 ("HB 2464"), added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retroactive repeating COLA"); and

WHEREAS, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

WHEREAS, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA; and

WHEREAS, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

WHEREAS, the City Council finds that it is in the public interest to: (1) increase the employee contribution rate contributed to TMRS, (2) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); and (3) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits, now:

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

Section 1. Increased Employee Contribution Rate.

- (a) The rate of member contributions to be made by the City to the System shall be **6%** of the compensation of City employees who are members of the System, in accordance with TMRS Act §855.401. The City shall submit a monthly payroll report and deposit the amounts deducted from employees' compensation to the System in accordance with TMRS Act §855.402.
- (b) The increased employee contribution rate under this Section shall be effective on the first day of the month of October, 2023.

Section 2. Adoption of Non-Retroactive Repeating COLAs.

- (a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City employees and beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.
- (b) The amount of the annuity increase under this Section is computed in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose service the annuities are based on the effective date of the annuity increase, multiplied by **70%** of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under this Section.
- (c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.
- (d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.
- (e) In accordance with TMRS Act §853.404(f-1)(2), an increase under this Section only applies with respect to an annuity payable to a TMRS member, or their beneficiary(ies), which annuity is based on the service of a TMRS member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this Section.
- (f) The amount of an increase under this Section is an obligation of this City and of its account in the benefit accumulation fund of the System.
- (g) The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System ("Board"). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1

of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 3. Authorization of Annually Accruing Updated Service Credits.

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive “Updated Service Credit,” as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(c) If the City previously adopted an ordinance authorizing Updated Service Credit for unforfeited prior service credit and/or current service credit with another System participating municipality (also known as “Transfer USC”), the calculations and adjustments set forth in TMRS Act §853.601 apply to any such prior Transfer USC.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System’s Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the “base Updated Service Credit” stated in Subsection (b) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

PASSED, ADOPTED, AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2023-14 Repealing Chapter 8 Offenses and Nuisances, Article 8.50 Curfew for Minors

DATE: September 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The 88th Legislature met and passed House Bill 1819 amending portions of the Local Government Code, Code of Criminal Procedure, Family Code, Penal Code, Government Code, and Education Code relating to the repeal of the authority of political subdivisions to adopt or enforce juvenile curfews. The Local Government Code was amended by adding Section 370.007 prohibiting a political subdivision from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age, except for purposes of emergency management. These changes are effective September 1, 2023. Thus, the need to repeal the current Curfew Ordinance of the City of Gonzales.

POLICY CONSIDERATIONS:

As per Section 370.007 of the Local Government Code the City of Gonzales is prohibited from enforcing an ordinance that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

FISCAL IMPACT:

The city will see a decrease in curfew violations that are submitted and prosecuted through the Municipal Court. Which will decrease the amounts of fines and fees paid for those violations.

STAFF RECOMMENDATION:

Staff respectfully recommends the Curfew for Minors Ordinance be repealed in conformance with the updated legislation.

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS REPEALING CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.500 CURFEW FOR MINORS, RE-ADOPTED ON OCTOBER 13, 2022; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council readopted regulations for curfew for minors, Ordinance No. 2022-18 on October 13, 2022; and

WHEREAS, effective September 1, 2023, Texas Local Government Code Section 370.007 prohibits a political subdivision from adopting or enforcing an ordinance that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council finds that the repeal of Article 8.500 Curfew for Minors is necessary to be in conformance with new state law.

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

Section 1. The City Council of the City of Gonzales hereby repeals Chapter 8 Offenses and Nuisances, Article 8.500 Curfew for Minors as set forth in the attached Exhibit A, which is fully incorporated herein by reference.

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

Section 3. That this Ordinance shall be cumulative of all provisions of the City of Gonzales, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the more restrictive shall apply.

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

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

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

Section 7. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND APPROVED this 14th day of September, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT A

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

ARTICLE 8.500 CURFEW FOR MINORS

FINANCIAL REPORTS FOR FUNDS AS OF 08/31/2023

CASH & INVESTMENT BY FUND AS OF 08/31/2023

GRANT REIMBURSEMENTS PENDING UPDATE:

\$307,940.68 on the Texas Heroes Square grant project

\$985.00 on the Edwards Association grant project

\$71,309.85 on the Tinsley Creek mitigation grant project

\$42,053.88 on the Lone Star Operation grant project

\$422,289.41 TOTAL

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

100-GENERAL FUND

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

REVENUE SUMMARY						
401-TAX REVENUE	2,949,856.00	204,377.06	2,951,369.82	100.05	0.00	(1,513.82)
402-FRANCHISE REVENUE	1,995,900.00	78,801.97	1,520,788.51	76.20	0.00	475,111.49
403-LICENSE/FEE/PERMITS	92,270.00	5,928.02	94,148.57	102.04	0.00	(1,878.57)
404-PARKS FEES REVENUE	293,310.00	29,800.27	365,090.78	124.47	0.00	(71,780.78)
405-MUNICIPAL COURT REVEN	58,075.00	3,027.01	43,889.09	75.57	0.00	14,185.91
406-MISCELLANEOUS REVENUE	787,958.00	408,351.63	1,092,522.87	138.65	0.00	(304,564.87)
407-STREET ASSESSMENT INC	0.00	0.00	(1,132.60)	0.00	0.00	1,132.60
408-INTEREST REVENUES	47,199.01	2,918.57	153,205.80	324.60	0.00	(106,006.79)
409-OTHER FINANCING REVEN	2,054,426.99	164,409.32	206,586.44	10.06	0.00	1,847,840.55
410-TRANSFERS	2,832,618.00	205,718.16	2,503,992.76	88.40	0.00	328,625.24
*** TOTAL REVENUES ***	11,111,613.00	1,103,332.01	8,930,462.04	80.37	0.00	2,181,150.96
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	84,966.00	2,864.12	57,427.30	67.59	0.00	27,538.70
102-CITY MANAGER DEPART	198,872.50	14,932.25	143,449.58	72.13	0.00	55,422.92
103-COMMUNITY DEVELOPMENT	159,291.00	4,378.38	117,099.88	73.51	0.00	42,191.12
104-NON-DEPARTMENTAL	1,059,037.82	38,270.38	579,516.18	55.10	3,967.00	475,554.64
105-MAIN STREET DEPARTMEN	119,785.00	6,785.44	107,480.84	89.73	0.00	12,304.16
107-BUILDING MAINTENANCE	280,421.00	24,472.58	235,101.18	83.84	0.00	45,319.82
108-CITY SECRETARY DEP	186,150.00	13,116.44	154,061.35	82.76	0.00	32,088.65
109-FINANCE DEPARTMENT	311,672.50	18,371.89	274,625.80	88.11	0.00	37,046.70
201-PARKS DEPARTMENT	730,292.00	41,617.19	628,525.23	86.06	0.01	101,766.76
202-SWIMMING POOL DEPARTM	28,425.00	2,052.53	24,015.21	84.49	0.00	4,409.79
204-RECREATION DEPARTMENT	18,314.00	0.00	12,271.42	67.01	0.00	6,042.58
206-INDEPENDENCE GOLF CO	301,199.00	21,623.69	251,650.85	83.55	0.00	49,548.15
301-FIRE DEPARTMENT	1,579,550.00	83,684.23	1,153,484.58	81.24	129,670.92	296,394.50
501-POLICE DEPARTMENT	2,898,138.00	190,714.79	2,379,053.73	83.70	46,644.39	472,439.88
504-ANIMAL CONTROL DEPART	200,498.64	13,220.35	158,999.17	79.30	0.00	41,499.47
550-MUNICIPAL COURT DEPT.	113,216.00	6,372.26	97,211.88	85.86	0.00	16,004.12
602-AIRPORT DEPARTMENT	130,820.00	12,802.27	68,139.32	52.09	0.00	62,680.68
603-STREETS DEPARTMENT	2,425,296.17	347,954.72	2,016,116.01	83.14	297.82	408,882.34
650-LIBRARY DEPARTMENT	310,366.00	21,404.31	270,532.26	87.17	0.00	39,833.74
660-MUSEUM DEPARTMENT	97,835.00	14,593.86	90,598.85	92.60	0.00	7,236.15
*** TOTAL EXPENDITURES ***	11,234,145.63	879,231.68	8,819,360.62	80.11	180,580.14	2,234,204.87
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(122,532.63)	224,100.33	111,101.42	56.70	(180,580.14)	(53,053.91)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

203-JB WELLS PARK FUND

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

REVENUE SUMMARY						
404-PARKS FEES REVENUE	754,150.00	48,074.00	618,327.17	81.99	0.00	135,822.83
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	754,150.00	48,074.00	618,327.17	81.99	0.00	135,822.83
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
203-JB WELLS PARK	935,649.00	57,549.24	766,759.82	82.63	6,404.15	162,485.03
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*** TOTAL EXPENDITURES ***	935,649.00	57,549.24	766,759.82	82.63	6,404.15	162,485.03
	-----	-----	-----	-----	-----	-----
** REVENUES OVER (UNDER) EXPENDITURES **	(181,499.00)	(9,475.24)	(148,432.65)	85.31	(6,404.15)	(26,662.20)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

210-ELECTRIC FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
710-ELECTRIC DEPARTMENT	10,880,143.00	1,084,827.68	9,385,247.69	86.26	0.00	1,494,895.31
750-REVENUE COLLECTION	279,802.00	1,843.63	238,730.80	85.32	0.00	41,071.20
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	11,159,945.00	1,086,671.31	9,623,978.49	86.24	0.00	1,535,966.51
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	11,387,727.00	374,932.60	9,215,524.30	86.84	673,658.61	1,498,544.09
750-REVENUE COLLECTIONS	304,792.00	18,444.76	258,264.66	84.73	0.00	46,527.34
809-HYDRO PLANT CONST.	146,000.00	22,000.00	146,300.00	100.21	0.00	(300.00)
*** TOTAL EXPENDITURES ***	11,838,519.00	415,377.36	9,620,088.96	86.95	673,658.61	1,544,771.43
** REVENUES OVER (UNDER) EXPENDITURES **	(678,574.00)	671,293.95	3,889.53	98.70	(673,658.61)	(8,804.92)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

220-WATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
720-WATER PRODUCTION DEPT	3,108,450.00	301,811.50	2,531,130.42	81.43	0.00	577,319.58
*** TOTAL REVENUES ***	3,108,450.00	301,811.50	2,531,130.42	81.43	0.00	577,319.58
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	3,492,038.34	102,444.45	2,576,142.72	74.13	12,532.96	903,362.66
*** TOTAL EXPENDITURES ***	3,492,038.34	102,444.45	2,576,142.72	74.13	12,532.96	903,362.66
** REVENUES OVER(UNDER) EXPENDITURES **	(383,588.34)	199,367.05	(45,012.30)	15.00	(12,532.96)	(326,043.08)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

230-WASTEWATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,775,500.00	133,927.32	1,454,840.14	81.94	0.00	320,659.86
731-W/W GRANT PROJECTS	0.00	3,351.09	126,476.34	0.00	0.00	(126,476.34)
*** TOTAL REVENUES ***	1,775,500.00	137,278.41	1,581,316.48	89.06	0.00	194,183.52
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,663,508.00	59,448.46	1,180,529.55	72.01	17,316.00	465,662.45
731-W/W GRANT PROJECTS	0.00	0.00	516,054.74	0.00	0.00	(516,054.74)
*** TOTAL EXPENDITURES ***	1,663,508.00	59,448.46	1,696,584.29	103.03	17,316.00	(50,392.29)
** REVENUES OVER(UNDER) EXPENDITURES **	111,992.00	77,829.95	(115,267.81)	118.39-	(17,316.00)	244,575.81

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

240-SOLID WASTE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
740-SOLID WASTE DEPARTMEN	832,350.00	71,459.84	773,952.60	92.98	0.00	58,397.40
*** TOTAL REVENUES ***	832,350.00	71,459.84	773,952.60	92.98	0.00	58,397.40
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	832,217.00	62,340.00	755,863.32	90.83	0.00	76,353.68
*** TOTAL EXPENDITURES ***	832,217.00	62,340.00	755,863.32	90.83	0.00	76,353.68
** REVENUES OVER (UNDER) EXPENDITURES **	133.00	9,119.84	18,089.28	600.96	0.00	(17,956.28)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

400-DSF GOVERNMENT ACTIVITIES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	818,613.00	4,135.17	887,019.00	108.36	0.00	(68,406.00)
*** TOTAL REVENUES ***	818,613.00	4,135.17	887,019.00	108.36	0.00	(68,406.00)
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	815,613.00	167,500.00	815,612.50	100.00	0.00	0.50
*** TOTAL EXPENDITURES ***	815,613.00	167,500.00	815,612.50	100.00	0.00	0.50
** REVENUES OVER(UNDER) EXPENDITURES **	3,000.00	(163,364.83)	71,406.50	380.22	0.00	(68,406.50)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

500-HOTEL/MOTEL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
410-TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL/MOTEL	354,400.00	36,445.44	412,060.65	116.27	0.00	(57,660.65)
812-MEMORIAL MUSEUM	0.00	0.00	0.00	0.00	0.00	0.00
813-FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00
814-MUNICIPAL COURT	0.00	0.00	0.00	0.00	0.00	0.00
815-ROBERT L BROTHERS	0.00	0.00	0.00	0.00	0.00	0.00
816-PEG FRANCHISE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	354,400.00	36,445.44	412,060.65	116.27	0.00	(57,660.65)
EXPENDITURE SUMMARY						
811-HOTEL MOTEL	524,026.00	37,224.81	365,814.62	69.81	0.00	158,211.38
*** TOTAL EXPENDITURES ***	524,026.00	37,224.81	365,814.62	69.81	0.00	158,211.38
** REVENUES OVER(UNDER) EXPENDITURES **	(169,626.00)	(779.37)	46,246.03	27.26-	0.00	(215,872.03)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

501-MEMORIAL MUSEUM FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
812-MEMORIAL MUSEUM	2,400.00	1,145.06	3,656.93	152.37	0.00	(1,256.93)
*** TOTAL REVENUES ***	2,400.00	1,145.06	3,656.93	152.37	0.00	(1,256.93)
EXPENDITURE SUMMARY						
812-MEMORIAL MUSEUM	4,000.00	0.00	0.00	0.00	0.00	4,000.00
*** TOTAL EXPENDITURES ***	4,000.00	0.00	0.00	0.00	0.00	4,000.00
** REVENUES OVER(UNDER) EXPENDITURES **	(1,600.00)	1,145.06	3,656.93	228.56-	0.00	(5,256.93)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

502-FORFEITURE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
813-FORFEITURES	110.00	145.65	16,648.13	134.66	0.00	(16,538.13)
*** TOTAL REVENUES ***	110.00	145.65	16,648.13	134.66	0.00	(16,538.13)
EXPENDITURE SUMMARY						
813-FORFEITURES	20,500.00	0.00	6,614.04	43.86	2,377.34	11,508.62
*** TOTAL EXPENDITURES ***	20,500.00	0.00	6,614.04	43.86	2,377.34	11,508.62
** REVENUES OVER (UNDER) EXPENDITURES **	(20,390.00)	145.65	10,034.09	37.55	(2,377.34)	(28,046.75)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

503-MUNICIPAL COURT

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
814-MUNICIPAL COURT	1,720.00	186.91	2,520.29	146.53	0.00	(800.29)
*** TOTAL REVENUES ***	1,720.00	186.91	2,520.29	146.53	0.00	(800.29)
EXPENDITURE SUMMARY						
814-MUNICIPAL COURT	14,927.00	498.33	11,325.96	75.88	0.00	3,601.04
*** TOTAL EXPENDITURES ***	14,927.00	498.33	11,325.96	75.88	0.00	3,601.04
** REVENUES OVER(UNDER) EXPENDITURES **	(13,207.00)	(311.42)	(8,805.67)	66.67	0.00	(4,401.33)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

504-ROBERT LEE BROTHERS FUND

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

REVENUE SUMMARY						
815-ROBERT L BROTHERS	380.00	217.61	7,417.74	952.04	0.00	(7,037.74)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	380.00	217.61	7,417.74	952.04	0.00	(7,037.74)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
815-ROBERT LEE BROTHERS	52,200.00	182.47	26,940.37	51.61	0.00	25,259.63
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	52,200.00	182.47	26,940.37	51.61	0.00	25,259.63
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(51,820.00)	35.14	(19,522.63)	37.67	0.00	(32,297.37)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
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A S O F : A U G U S T 3 1 S T , 2 0 2 3

505-PEG FRANCHISE FUND

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

REVENUE SUMMARY						
816-PEG FRANCHISE	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
816-PEG FRANCHISE	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2023

700-GONZALES ECONOMIC DEV

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,000,795.00	126,605.60	1,098,955.16	109.81	0.00	(98,160.16)
*** TOTAL REVENUES ***	1,000,795.00	126,605.60	1,098,955.16	109.81	0.00	(98,160.16)
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	2,083,488.00	221,024.64	1,201,360.60	57.66	0.00	882,127.40
*** TOTAL EXPENDITURES ***	2,083,488.00	221,024.64	1,201,360.60	57.66	0.00	882,127.40
** REVENUES OVER (UNDER) EXPENDITURES **	(1,082,693.00)	(94,419.04)	(102,405.44)	9.46	0.00	(980,287.56)

CITY OF GONZALES
CASH & INVESTMENTS BY FUND
AS OF: AUGUST 31ST, 2023

PAGE: 1

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>100-GENERAL FUND</u>			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	729,861.23	
100 1-001.501	CASH-GENERAL FUND RBFCU	0.00	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	149,004.99	
100 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	142,722.89	
TOTAL CASH		1,021,589.11	
<u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		0.00
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		28,047.68
TOTAL INVESTMENTS			28,047.68
<u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		2,749,422.65
100 1-104.003	TEXPOOL-CLFRF PART II - ARPA		388,140.93
TOTAL POOLED INVESTMENTS			3,137,563.58
TOTAL 100-GENERAL FUND		1,021,589.11	3,165,611.26

203-JB WELLS FUND

=====

<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(164,223.02)	
TOTAL CASH		(164,223.02)	
TOTAL 203-JB WELLS PARK FUND		(164,223.02)	0.00

210-ELECTRIC FUND

=====

<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	(37,700.74)	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	179,429.67	
TOTAL CASH		141,728.93	

CASH & INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2023

AUGUST 31ST, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
210 1-103.410	CERT OF DEP - SOUTH STAR BANK		0.00
TOTAL INVESTMENTS			0.00
<u>POOLED INVESTMENTS</u>			
210 1-104.002	TEXPOOL- ELECTRIC FUND		2,100,072.05
TOTAL POOLED INVESTMENTS			2,100,072.05
TOTAL 210-ELECTRIC FUND		141,728.93	2,100,072.05
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220-WATER FUND			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	352,301.42	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	28,514.00	
TOTAL CASH		380,815.42	
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		1,982,621.69
220 1-104.103	TEXPOOL - CO SERIES 2019		0.00
TOTAL POOLED INVESTMENTS			1,982,621.69
TOTAL 220-WATER FUND		380,815.42	1,982,621.69
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230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	349,873.14	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	300.00	
TOTAL CASH		350,173.14	
<u>INVESTMENTS</u>			
230 1-103.411	CERT. OF DEP - SOUTH STAR BANK		0.00
TOTAL INVESTMENTS			0.00
<u>POOLED INVESTMENTS</u>			
230 1-104.002	TEXPOOL- WASTEWATER FUND		1,228,680.10
230 1-104.003	TEXPOOL-CLFRF PART I -ARPA W/W		0.00
230 1-104.102	CASH - CO SERIES 2019		0.00
TOTAL POOLED INVESTMENTS			1,228,680.10
TOTAL 230-WASTEWATER FUND		350,173.14	1,228,680.10

CASH & INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2023

AUGUST 31ST, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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240-SOLID WASTE			
=====			
CASH			
240 1-001.000	CASH - SOLID WASTE FUND	154,695.30	

TOTAL CASH		154,695.30	

TOTAL 240-SOLID WASTE FUND		154,695.30	0.00
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250-DSF PROPRIETARY			
=====			
CASH			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	

TOTAL CASH		0.00	

TOTAL 250-DSF PROPRIETARY		0.00	0.00
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300-CAPITAL PROJECTS-BUS			
=====			
CASH			
300 1-001.000	CASH - CONTROL ACCOUNT	0.00	
300 1-101.301	BOND - CIP	0.00	

TOTAL CASH		0.00	

TOTAL 300-CAPITAL PROJECTS-BUSINESS		0.00	0.00
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400-DSF GOVERNMENTAL ACTI			
=====			
CASH			
400 1-001.000	CASH - CONTROL ACCOUNT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	352,999.12	

TOTAL CASH		352,999.12	

TOTAL 400-DSF GOVERNMENT ACTIVITIES		352,999.12	0.00
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CASH & INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2023

AUGUST 31ST, 2023

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

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<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCOUNT	1,022.33	
500 1-001.502	CASH - HOTEL MOTEL TAX	840,519.84	
500 1-001.503	CASH - MUSEUM FUNDS	0.00	
500 1-001.504	CASH - FORFEITURES	0.00	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	0.00	
500 1-001.506	CASH - MUN CRT SECURITY	0.00	
500 1-001.507	CASH - MUN CRT TECH	0.00	
500 1-001.508	CASH - SPECIAL EXPENSE	0.00	
500 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	0.00	
TOTAL CASH		841,542.17	
TOTAL 500-HOTEL/MOTEL FUND		841,542.17	0.00

501-MEMORIAL MUSEUM FUND

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<u>CASH</u>			
501 1-001.000	CASH - CONTROL ACCOUNT	0.00	
501 1-001.503	CASH - MUSEUM FUNDS	10,413.74	
TOTAL CASH		10,413.74	
TOTAL 501-MEMORIAL MUSEUM FUND		10,413.74	0.00

502-FORFEITURES

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<u>CASH</u>			
502 1-001.000	CASH - CONTROL ACCOUNT	0.00	
502 1-001.504	CASH - FORFEITURES FEDERAL	29,112.10	
502 1-001.505	CASH - FORFEITURES STATE	5,427.46	
TOTAL CASH		34,539.56	
TOTAL 502-FORFEITURE FUND		34,539.56	0.00

503-MUNICIPAL COURT

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<u>CASH</u>			
503 1-001.000	CASH - CONTROL ACCOUNT	(450.68)	
503 1-001.505	CASH - MUN CRT CHILD SAFETY	4,161.91	
503 1-001.506	CASH - MUN CRT SECURITY	20,704.63	
503 1-001.507	CASH - MUN CRT TECH	1,068.54	

CASH & INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2023

AUGUST 31ST, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
503 1-001.508	CASH - SPECIAL EXPENSE	3,404.20	
TOTAL CASH		28,888.60	
TOTAL 503-MUNICIPAL COURT		28,888.60	0.00

504-ROBERT L. BROTHERS

CASH			
504 1-001.000	CASH - CONTROL ACCOUNT	(806.11)	
504 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	51,482.62	
TOTAL CASH		50,676.51	
TOTAL 504-ROBERT LEE BROTHERS FUND		50,676.51	0.00

505-PEG FRANCHISE FUND

CASH			
505 1-001.000	CASH - CONTROL ACCOUNT	0.00	
505 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	0.00	
TOTAL CASH		0.00	
TOTAL 505-PEG FRANCHISE FUND		0.00	0.00

575-CAPITAL PROJECTS-GOV

CASH			
575 1-001.000	CASH - CONTROL ACCOUNT	0.00	
TOTAL CASH		0.00	
TOTAL 575-CAPITAL PROJECTS-GOV.		0.00	0.00

700-COMPONENT UNIT

CASH			
700 1-001.000	CASH - CONTROL ACCOUNT	(39,455.43)	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,133,232.93	
TOTAL CASH		2,093,777.50	

CASH & INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2023

AUGUST 31ST, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
700 1-103.413	CERT OF DEPOSIT -FNB GONZALES		1,017,409.37
TOTAL INVESTMENTS			1,017,409.37
<u>POOLED INVESTMENTS</u>			
700 1-104.001	TEXPOOL - ECONOMIC DEVELOPMENT		507,671.05
TOTAL POOLED INVESTMENTS			507,671.05
TOTAL 700-GONZALES ECONOMIC DEV		2,093,777.50	1,525,080.42
FUND TOTAL OTHER INVESTMENTS			1,045,457.05
FUND TOTAL POOLED INVESTMENTS			8,956,608.47
TOTAL CASH AND INVESTMENTS		5,297,616.08	10,002,065.52

*** END OF REPORT ***