

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –NOVEMBER 9, 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.

OTHER BUSINESS

- 1.1 Presentation from Alley Cat Allies to include but are not limited to Trap-Neuter-Return (TNR), the only humane and effective approach to community cats, or unowned cats who live outdoors. As sound public policy, TNR addresses community concerns, reduces shelter intake and killing, and reduces calls to animal services, all of which save cats' lives and taxpayer dollars.
- 1.2 Presentation from Kingdom Rescue Team to include but are not limited to their services, protocols, & Trap-Neuter-Return programs, and possible amendments to the terms of the existing cat shelter agreement and recommendations for a TNR animal control ordinance
- 1.3 Discuss and possible action regarding termination or other similar action of the Gonzales Paws and Whiskers Agreement and discussions for potential ordinance amendments to the Animal Control Ordinance to be brought back at a later date, and potentially authorizing the City Manager to negotiate and execute an agreement with Kingdom Rescue Team

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 October 12, 2023 Regular Meeting
- 2.2 Discuss, Consider and Possible Action on **Resolution #2023-128** Authorizing the Payment of Longevity Pay for Fiscal Year 2023-2024
- 2.3 Discuss, Consider & Possible Action on **Resolution #2023-129** Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales
- 2.4 Discuss, Consider & Possible Action on **Resolution #2023-130** Approving the 2024 Insurance Provider for Health, Dental, Vision and Life
- 2.5 Discuss, Consider & Possible Action on **Resolution #2023-131** Approving the Tax Resale of the Property Located at 200 Block of Plum Street
- 2.6 Discuss, Consider & Possible Action on **Resolution #2023-132** Authorizing the purchase and installation of an Automatic Transfer Switch from System Controls & Instrumentation, LLC. for the Wastewater Treatment Plant in the amount of \$38,840.00
- 2.7 Discuss, Consider & Possible Action on **Resolution #2023-133** Approving the Marketing Service Agreement for the Gonzales Economic Development Corporation
- 2.8 Discuss, Consider & Possible Action on **Resolution #2023-134** Authorizing the of the Texas Heroes Square for the Gonzales 4-H Christmas Military Tribute event on December 16th or 19th, 2023

RESOLUTION

- 3.1 Discuss, Consider and Possible Action on **Resolution #2023-135** Authorizing the City Manager to Execute a License Agreement with the Texas Junior High Rodeo Association (TJHRA)
- 3.2 Discuss, Consider and Possible Action on **Resolution #2023-136** Rescheduling the January 11, 2024, Regular City Council Meeting
- 3.3 Discuss, Consider and Possible Action on **Resolution #2023-137** Casting Votes for the Gonzales Central Appraisal District Board of Directors for the term of office beginning January 1, 2024 and ending December 31, 2025
- 3.4 Discuss, Consider & Possible Action on **Resolution #2023-138** Authorizing the City Manager To Execute an Interlocal Cooperation Contract and Lease Agreement between Victoria College and the City of Gonzales

- 3.5 Discuss, Consider & Possible Action on **Resolution #2023-139** Authorizing the Gonzales Little League to Construct a Batting Cage at Independence Park Little League Fields to be located on City Property
- 3.6 Discuss, Consider & Possible Action on **Resolution #2023-140** Authorizing the Gonzales Golf Association Inc. to move forward with the curbing project on City property located at the Gonzales Independence Golf Course with the total cost of the curbing project being incurred by the Gonzales Golf Association Inc.
- 3.7 Discuss, Consider & Possible Action on **Resolution #2023-141** Authorizing the City Manager to execute an Encroachment Agreement with Kirk Mahon
- 3.8 Discuss, Consider & Possible Action on **Resolution #2023-142** Authorizing the City Manager to negotiate and execute an Interlocal Agreement with Texas Department of Public Safety-Driver License Division for the use of City property located at 415 St. Matthew

STAFF/BOARD REPORTS

- 4.1 Finance Director, Laura Zella will provide feedback on any questions regarding:
- Financial Reports for funds as of October 31, 2023
 - Cash & Investment by Fund as of October 31, 2023
 - Quarterly Investment Report Ending September 30, 2023
- 4.2 City Manager, Tim Crow will update the City Council on the following:
- Timeline on Capital Improvement and Departmental Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

CLOSED SESSION

- 5.1 (1) Pursuant to Section 551.087 of the Texas Government Code, the City of Gonzales will consult in closed session (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) to include the following matters:
- A) 510 St. Paul Street
- (2) Pursuant to Section 551.072 of the Texas Government Code, the City of Gonzales will consult in closed session to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person:
- A) Unopened portion of College Street
- (3) Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales will consult in closed session with its attorney to receive legal advice regarding pending or

contemplated litigation, a settlement offer, or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter”, to include the following matters:

A) Discussion regarding the Gonzales Chamber of Commerce Publicity and Tourism Agreement

(4) 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) Building Official position and duties

RETURN TO OPEN SESSION

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

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

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

ADJOURN

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

I certify that a copy of the November 9, 2023, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 6th day of November, 2023 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on _____ day of _____, 2023 at _____ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

Kristina Vega, City Secretary

The meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation 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.

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES – OCTOBER 12, 2023**

The regular meeting of the City Council was held on **October 12, 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 Pro Tem Koepp called the meeting to order at 6:00 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Absent
Joseph Kridler	Council Member, District 1	Present
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, Tammy West-Police Lt., Tiffany Hutchinson-Padilla-Main Street Director, Amanda Garza-JB Wells Park Arena Operations Manager, & Ryan Wilkerson-Water/Wastewater Director.

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events-None
- Announcements and recognitions by the City Manager- None
- Announcements and recognitions by the Mayor- Mayor Pro Tem Koepp honored the memory of Gary Schurig and held a moment of silence. Mayor Pro Tem Koepp acknowledged city employees and departments and all that participated in the Come & Take It Event. Mayor Pro Tem Koepp acknowledged the Roberts family and Artist Craig Campobella for the sculpture that was unveiled at the Robert Lee Brothers, Jr. Memorial Library.
- Recognition of actions by City employees-None
- Recognition of actions by community volunteers-None

HEARING OF RESIDENTS

None

OTHER BUSINESS

1.1 Domestic Violence Awareness Month 2023-October 2023

Mayor Pro Tem Koepp presented a proclamation to the Reagan Thibodeaux from the Guadalupe Valley Family Violence Shelter, dedicating the month of October 2023 as Domestic Violence Awareness Month.

- 1.2 Presentation and Discussion regarding the Beautification Advisory Board Report, presented by Main Street Director, Tiffany Hutchinson-Padilla

Tiffany Hutchinson-Padilla -Main Street Director, introduced Beautification board member Jessica McKinney. Jessica and Tiffany gave a presentation regarding the progress of the Beautification Advisory Board.

- 1.3 Presentation and Discussion regarding water towers, pressure tanks, water wells and underground water presented by Barry Miller

Barry Miller gave a presentation regarding water towers, pressure tanks, water wells and underground water.

- 1.4 Discuss, Consider and Possible Action Regarding the Disposition and Potential Sale of Surplus Real Property

City Council and staff engaged in discussion regarding the disposition and potential sale of surplus real property and requested additional information be gathered and brought back at a later date.

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 September 14, 2023 Regular Meeting
- 2.2 Discuss, Consider and Possible Action on **Resolution #2023-96** Approving a Type B Economic Development Project and Performance Agreement by and Between the GEDC and ButlerWood, Inc.-Second Reading
- 2.3 Discuss, Consider & Possible Action on **Resolution #2023-112** Approving the City of Gonzales 2024 Holiday Schedule
- 2.4 Discuss, Consider & Possible Action on **Resolution #2023-113** Authorizing the Use of Independence Square Including the Parking Lot for the Gonzales Master Gardener's Annual Spring Plant Sale on April 13, 2024
- 2.5 Discuss, Consider & Possible Action on **Resolution #2023-114** Authorizing the City Manager to Execute a License Agreement with the Texas Junior High Rodeo Association (TJHRA)
- 2.6 Discuss, Consider & Possible Action on **Resolution #2023-115** Authorizing JB Wells staff to organize and hold a Spooky Trail Event on Santa Anna Mound on October 28, 2023
- 2.7 Discuss, Consider & Possible Action on **Resolution #2023-116** Approving the 2023 Final Tax Roll for the City of Gonzales

- 2.8 Discuss, Consider & Possible Action on **Resolution #2023-117** Authorizing the City Manager to Execute Addendum Six to the Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations, Day-to-Day Maintenance Services

ACTION: Items 2.1 through 2.8

APPROVED

Council Member Kridler moved to approve the consent agenda Items 2.1 through 2.8 removing Item 2.5 for separate discussion. Council Member Hernandez seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 2.5 Discuss, Consider & Possible Action on **Resolution #2023-114** Authorizing the City Manager to Execute a License Agreement with the Texas Junior High Rodeo Association (TJHRA)

ACTION: Item 2.5

POSTPONED

Council Member Miller moved to postpone **Resolution #2023-114** Authorizing the City Manager to Execute a License Agreement with the Texas Junior High Rodeo Association (TJHRA). Council Member Hernandez seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Miller and Hernandez. Against Koepp and Kridler. The motion tied 2 to 2. Item 2.5 postponed to the November City Council Meeting.

RESOLUTION

- 3.1 Public Hearing, Discussion & Possible Action on **Resolution #2023-118** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Texas General Land Office (GLO) for \$2,999,400 in CDBG-MIT grant funds for Infrastructure Improvements to Mitigate the Impact of Future Flooding Events

Mayor Pro Tem Koepp opened the public hearing at 6:56 pm. Grant Administrator, Janay Tieken, presented grant details. No further public comment was made. Mayor Pro Tem Koepp closed public hearing at 6:58pm.

ACTION: Item 3.1

APPROVED

Council Member Miller moved to approve **Resolution #2023-118** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Texas General Land Office (GLO) for \$2,999,400 in CDBG-MIT grant funds for Infrastructure Improvements to Mitigate the Impact of Future Flooding Events. Council Member Hernandez seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.2 Discuss, Consider and Possible Action on **Resolution #2023-119** Authorizing the Nomination of Candidates for Positions to be Filled on the Gonzales Central Appraisal District Board of Directors

ACTION: Item 3.2

APPROVED

Council Member Hernandez moved to approve **Resolution #2023-119** Authorizing the Nomination of Candidates for Positions to be Filled on the Gonzales Central Appraisal District Board of Directors. Council Member Kridler seconded the motion. Mayor Pro Tem

Koepp called for a roll call vote. For: Kridler, Koepp and Hernandez. Against: Miller. The motion passed 3 to 1.

- 3.3 Discuss, Consider and Possible Action on **Resolution #2023-120** Rescheduling the January 11, 2024, Regular City Council Meeting to January 18, 2024

ACTION: Item 3.3

POSTPONED

Mayor Pro Tem Koepp announced that **Resolution #2023-120** Rescheduling the January 11, 2024, Regular City Council Meeting to January 18, 2024, will be a no action Item and postponed to the November City Council Meeting

- 3.4 Discuss, Consider and Possible Action on **Resolution #2023-121** Authorizing the City Manager to Execute a Publicity and Tourism Agreement with the Chamber of Commerce for the hosting and operations of the Gonzales Chamber of Commerce

ACTION: Item 3.4

APPROVED

Council Member Miller moved to approve **Resolution #2023-121** Authorizing the City Manager to Execute a Publicity and Tourism Agreement with the Chamber of Commerce for the hosting and operations of the Gonzales Chamber of Commerce. Council Member Kridler seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.5 Discuss, Consider & Possible Action on **Resolution #2023-122** Authorizing the Appointments to the Airport Advisory Board, Gonzales Convention & Visitors Bureau, Museum Advisory Board, and Zoning Board of Adjustment & Sign Control Board

ACTION: Item 3.5

APPROVED

Council Member Hernandez moved to approve **Resolution #2023-122** Authorizing the Appointments to the Airport Advisory Board, Gonzales Convention & Visitors Bureau, Museum Advisory Board, and Zoning Board of Adjustment & Sign Control Board. Council Member Miller seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.6 Discuss, Consider & Possible Action on **Resolution #2023-123** Authorizing the City Manager To Execute an Interlocal Cooperation Contract and Lease Agreement between Victoria College and the City of Gonzales

Mayor Pro Tem Koepp announced that this item will be postponed to a later City Council Meeting.

ACTION: Item 3.6

POSTPONED

Council Member Kridler moved to postpone **Resolution #2023-123** Authorizing the City Manager To Execute an Interlocal Cooperation Contract and Lease Agreement between Victoria College and the City of Gonzales. Miller seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.7 Discuss, Consider & Possible Action on **Resolution #2023-124** Approving Changes to the Current Position Classifications for Fiscal Year 2023-2024

ACTION: Item 3.7**APPROVED**

Council Member Kridler moved to approve **Resolution #2023-124** Approving Changes to the Current Position Classifications for Fiscal Year 2023-2024. Council Member Hernandez seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.8 Discuss, Consider & Possible Action on **Resolution #2023-125** Authorizing Amendments to the City of Gonzales Personnel Policy

ACTION: Item 3.8**APPROVED**

Council Member Miller moved to approve **Resolution #2023-125** Authorizing Amendments to the City of Gonzales Personnel Policy. Council Member Kridler seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0

- 3.9 Discuss, Consider & Possible Action on **Resolution #2023-126** Declaring Certain Electric Equipment as Surplus and Authorizing a Sale to Techline Construction, LLC Pursuant to the Existing Agreement in Place between the entities

ACTION: Item 3.9**APPROVED**

Council Member Kridler moved to approve **Resolution #2023-126** Declaring Certain Electric Equipment as Surplus and Authorizing a Sale to Techline Construction, LLC Pursuant to the Existing Agreement in Place between the entities. Council Member Miller seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.10 Discuss, Consider & Possible Action on **Resolution #2023-127** Authorizing the City Manager to Execute a Contract with JET Development LLC in an amount not to exceed \$65,000 for grant administration services for the TXGLO MIT MOD allocation through the Golden Crescent Regional Planning Commission for funding to be administered through the General Land Office (GLO)

ACTION: Item 3.10**APPROVED**

Council Member Miller moved to approve **Resolution #2023-127** Authorizing the City Manager to Execute a Contract with JET Development LLC in an amount not to exceed \$65,000 for grant administration services for the TXGLO MIT MOD allocation through the Golden Crescent Regional Planning Commission for funding to be administered through the General Land Office (GLO). Council Member Hernandez seconded the motion. Mayor Pro Tem Koepp called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

STAFF/BOARD REPORTS

- 4.1 Finance Director provided feedback on any questions regarding:
- Financial Reports for funds as of September 30, 2023
 - Cash & Investment by Fund as of September 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

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor Pro Tem and Councilmembers for items on a future City Council agenda
- Announcements by Mayor Pro Tem 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 Kridler and second by Council Member Hernandez, the meeting was adjourned at 7:30 p.m.

Approved this 9th day of November 2023.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2023-128 Authorizing the
Payment of Longevity Pay for Fiscal Year
2023-2024

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

As per the City of Gonzales Personnel Policy Section 5.07 the City of Gonzales may provide Longevity Pay to regular full-time employees. The financial situation of the City will be reviewed each year in October to determine if a recommendation to pay longevity pay will be made by the City Manager. If the City Manager determines that financial resources are not available, no action will be taken regarding longevity pay. If the City Manager determines financial resources are available, he will make his request to City Council at the regular November Council meeting. Subject to annual approval by the City Council, Full-time employees will receive payment on an annual basis at the rate of \$5.00 per month for each year of service, up to a maximum of 25 years. If approved and appropriated by Council, Longevity pay will be paid annually to all active qualified employees.

During the budget process the Council appropriated within each department Longevity Pay for all Full-time employees.

The total amount of longevity for full time employees this year is \$47,095.00 across all funds. The least amount to an individual is \$65.00 and the maximum is \$1,500.00. The average is approximately \$495.73. Currently, the city has 9 employees with 25+ years of service (maximum \$1,500.00).

POLICY CONSIDERATIONS:

This is an annual Council decision and upholds the City's policy for transparency.

FISCAL IMPACT:

The total amount of longevity for full time employees this year is \$47,095.00 across all funds.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommend approval of this resolution.

RESOLUTION NO. 2023-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE PAYMENT OF LONGEVITY PAY FOR FISCAL YEAR 2023-2024; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Longevity Pay is a compensation that an employee receives according to seniority; and

WHEREAS, the City Manager as per Section 5.07 of the City of Gonzales Personnel Policy has reviewed the financial situation of the City of Gonzales and a request to pay Longevity Pay is being presented to City Council for their approval; and

WHEREAS, as discussed during the budget process City Council has appropriated within each departmental fund Longevity Pay for each of the Full-time employees; and

WHEREAS, the total amount of longevity for Full-time employees this year is \$47,095.00 across all funds, with an average payout across all employees being approximately \$495.73; and

WHEREAS, the City Council hereby authorizes the payment of Longevity Pay at a rate of \$5.00 per month for each year of service, up to a maximum of 25 years shall be paid to each Full-time employee.

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 payment of Longevity Pay for Fiscal Year 2023-2024.

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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-129 Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

The attached properties listed have been determined to no longer have a use for the City of Gonzales and staff respectfully request 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 will increase the general fund revenues.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-129

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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT "A"

Item Name	Serial Number	Property Description
Motorola Radio XTL1500		LOT 1
Motorola Radio XTL1500		LOT 1
Motorola Radio XTL1500		LOT 1
Motorola Radio XTL1500		LOT 1
Motorola Radio XTL1500		LOT 1
Motorola Radio XTL1500		LOT 1
Motorola Radio XTL1500		LOT 1
Motorola Radio XTL1500		LOT 1
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
Motorola Radio XTL1500		LOT 2
TASER X26		LOT 3 (Transfer to Nixon PD)
TASER X26		LOT 3 (Transfer to Nixon PD)
TASER X26		LOT 3 (Transfer to Nixon PD)
TASER X26		LOT 3 (Transfer to Nixon PD)
TASER X26		LOT 3 (Transfer to Nixon PD)
JOTTO DESK LAPTOP MOUNTS	NO SERIAL #	LOT 4
JOTTO DESK LAPTOP MOUNTS	NO SERIAL #	LOT 4
ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5

ALL DIGITAL ALLY CAMERA		LOT 5
ALL DIGITAL ALLY CAMERA		LOT 5 Broken
ALL DIGITAL ALLY CAMERA		LOT 5 Broken
ALL DIGITAL ALLY CAMERA		LOT 5 Broken
ALL DIGITAL ALLY CAMERA		LOT 5 Broken
COMPLETE OUTFIT FOR 2013 CHEVY TAHOE		LOT 6
BRAVO 4102 DISK PUBLISHER		
DELL COMPUTER SCREEN		
MOTOROLLA RADIO CONSOLE		OBSOLETE
FELLOWES COMB BIND CASSETTE		
POLAROID SCREEN		
FILING CABINETS		14 Assorted Filing Cabinets
MISC. DESKS		8 Assorted desks

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-130 Approving the 2024 Insurance Provider for Health, Dental, Vision and Life

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Annually the City of Gonzales has Frost Insurance, an independent insurance agency, review the current coverage for health, dental, vision and life insurance. Frost Insurance will look at our current provider (Blue Cross Blue Shield) and the coverage they offer and compare it to many other providers that can offer similar coverage. Frost Insurance schedules the open enrollment that the City has each year where the employees can enroll online, and they create benefit books that the employees can view online during open enrollment. They also help employees with claim issues throughout the year and assist us in many other matters.

Frost provided the City of Gonzales their premium and claims summary report and found that the premiums paid from September 2022 through August 2023 was \$916,391.00 versus the actual claims that were paid in the amount of \$602,456.00. The total loss ratio was 65.7%. The City of Gonzales received their renewal offer from Blue Cross Blue Shield (BCBS) for 2024 which was a 19.1% increase overall. Staff asked Frost to negotiate with BCBS and they were able to get the increase down to 2%. Staff opted out of going to market to get other quotes due to the increase being very minimal. In staying with the current provider, that eliminates any disruptions in service that occur when switching to a new provider. Currently the City pays 100% of the health insurance for each full-time employee; but pays no part of dependent coverage. The City of Gonzales pays BCBS \$613.77 per month, per full-time employee. If the City renews the existing plan with concessions and no changes with BCBS, the premium for 2024 would be \$625.78, which comes out to \$12.01 more a month per employee. The City of Gonzales went from 109 to 104 full-time employees budgeted. With the 104 full-time positions that are budgeted, there would be a \$14,988.48 increase for 12 months if the city renewed the existing medical insurance plan. There would be no rate change in the basic life and AD&D, dental, vision or voluntary life and AD&D insurance. A budget amendment will not be needed because staff has budgeted a 14% increase based on information that was provided by Frost Insurance.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

Fiscal impact will be an increase of \$14,988.48 for the medical insurance, no budget amendment needed because staff budgeted for a 14% increase.

ATTACHMENTS:

2024 City of Gonzales Employee Benefit Review as Exhibit “A”

STAFF RECOMMENDATION:

Staff respectfully recommend that Council move forward with renewing the Blue Cross Blue Shield for all types of insurance.

RESOLUTION NO. 2023-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE 2024 INSURANCE PROVIDER FOR HEALTH, DENTAL, VISION, AND LIFE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, annually Frost Insurance, an independent insurance agency reviews the City's current coverage for health, dental, vision and life insurance; and

WHEREAS, Frost Insurance reviews the current coverage that the City of Gonzales has and compares it to many other providers that can offer similar coverage; and

WHEREAS, the City's current health insurance provider is Blue Cross Blue Shield; and

WHEREAS, the 2024 City of Gonzales Employee Benefit Review is attached as Exhibit "A"; and

WHEREAS, Frost's premium and claims summary report for the City of Gonzales reflected in that premiums paid from September 2022 through August 2023 was \$916,391.00 versus the actual claims that were paid in the amount of \$602,456.00 which is a total loss ratio of 65.7%; and

WHEREAS, the City of Gonzales received the renewal offer from Blue Cross Blue Shield for a 19.1% increase overall and was able to negotiate that down to 2% that would start January of 2024; and

WHEREAS, staff opted out of going to market to get other quotes due to the increase being very minimal and this would eliminate any disruptions in service that occur when switching to a new provider; and

WHEREAS, the City Council finds that renewing the Blue Cross Blue Shield for all types of insurance 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 renews the Blue Cross Blue Shield insurance as the 2024 Insurance Provider for Health, Dental, Vision and Life for 2024.

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 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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-131 Approving the Tax Resale of the Property Located at 200 Block of Plum Street

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The property with a situs of the 200 Block of Plum Street, Gonzales, Texas, was placed on the resale list and a bid in the amount of \$3,562.66 was received. This tax resale bid consists of Suit #7236.

The property has a legal description of part of Lots 23 & 24, Kings 4th Addition, Gonzales County, Texas, being a portion of property allotted to Augustine Garcia described as “THIRD” in that certain Partition Deed of record in Volume 305, Page 258, Deed Records of Gonzales County, Texas, SAVE & EXCEPT and portion of the property that may be taken up by the railroad right-of-way.

The bid was approved by the Gonzales County Commissioner’s Court on October 10, 2023, pending approval of the other taxing units.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The City would receive the portion of taxes that are delinquent from 2017-2023, and the property will go back on the tax roll.

ATTACHMENTS:

Tax resale bid to the 200 Block of Plum Street.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE TAX RESALE OF THE PROPERTY LOCATED AT THE 200 BLOCK OF PLUM STREET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as per Tax Code Chapter 34 the City of Gonzales desires to adopt a resolution approving the Tax Re-Sale Bid for R15946- part of Lots 23 & 24, Kings 4th Addition, Gonzales County, Texas, being a portion of property allotted to Augustine Garcia described as “THIRD” in that certain Partition Deed of record in Volume 305, Page 258, Deed Records of Gonzales County, Texas, SAVE & EXCEPT and portion of the property that may be taken up by the railroad right-of-way; Suit number 7236; and

WHEREAS, a bid was received in the amount of \$3,562.66 for tax Suit 7236; and

WHEREAS, the Gonzales County Commissioner’s Court approved the tax re-sale bids pending the approval of the other taxing entities on October 10, 2023; and

WHEREAS, to complete the resale requires approval of each taxing entity; and

WHEREAS, completing the resale of the property is likely to result in improvement of said property and payment of the assessed taxes.

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 approves the Tax Re-Sale Bid for the property located at the 200 Block of Plum Street in the amount of \$3,562.66 as listed in Suit number 7236.

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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



**Crystal Cedillo, CSTA, PCC, CTOP, PCAC
Gonzales County Tax Assessor-Collector
TAX RE-SALE BID**

To: Honorable Mayor and Members of City Council, City of Gonzales
Dated: October 10, 2023
Re: Suit 7236 – R15946

Consider and take action on bid for resale property.

Suit: 7236

Property: R15946

Situs: 200 Block – Plum, Gonzales, TX

Legal: part of Lots 23 & 24, Kings 4th Addition, Gonzales County, Texas, being a portion of property allotted to Augustine Garcia described as “THIRD” in that certain Partition Deed of record in Volume 305, Page 258, Deed Records of Gonzales County, Texas, SAVE & EXCEPT and portion of the property that may be taken up by the railroad right-of-way

Tax Years Due: 2017 - 2023

Court Costs Due: \$75.37

Judgment Date: 10/20/21

Adjudged Value: \$33,500

Current Value: \$42,400

Original Opening Bid: \$7,125.31

Post Judgment Taxes Due: \$3,213.93 (tax years 2021 – 2023)

Original Tax Sale Date: December 6, 2022

Bid Amount: \$3,562.66

Submitted by: Matthew Childress

This bid was accepted by the Gonzales County Commissioner’s Court on Tuesday, October 10, 2023 pending the approval of the other entities.


Respectfully submitted,

Crystal Cedillo

Gonzales CAD



10/10/2023, 10:18:54 AM

 Parcels



Texas Geographic Information Office, USDA

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-132 Authorizing the purchase and installation of an Automatic Transfer Switch from System Controls & Instrumentation, LLC. for the Wastewater Treatment Plant in the amount of \$38,840.00

DATE: November 9, 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.

The Wastewater department needs to replace the existing Automatic transfer switch at the wastewater plant. The current switch is obsolete and does not operate correctly anymore. Staff currently has to manually restart the generator which is a health and safety concern and liability to the City. With a new switch the City would be protected 24 hours a day, 7 days a week. When the utility power fails, if working correctly, the ATS automatically starts the generator and transfers the load to it. As soon as the power has been restored, the ATS will automatically switch back and shut down the generator.

Written quotes were received for the equipment from System Controls & Instrumentation, LLC., Electric & Generators and Winco Generators. Of the three written quotes the only proposal that included installation was System Controls & Instrumentation, LLC. Electric & Generators and Winco Generators do not provide installation since they are located out of state. System Controls & Instrumentation, LLC., typically does many of the minor repairs at the Wastewater plant for the City of Gonzales and knows the details of how our existing systems work. Therefore, city staff believes that quote provided by System Controls & Instrumentation, LLC. in the amount of \$38,840.00 for equipment and installation to be the best option for the City of Gonzales.

FISCAL IMPACT:

There are funds that are currently budgeted in Capital Replacement Account 230-7-730.650 which has a budgeted balance of \$281,141.00 in the 2023-2024 Fiscal Year Budget, with \$38,840.00 being budgeted for the purchase and installation of an Automatic Transfer Switch.

POLICY CONSIDERATIONS

As per the City's purchasing policy, purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtained through any interlocal purchasing authority or cooperative.

STAFF RECOMMENDATION:

Staff respectfully recommend approval of the purchase and installation of a new Automatic Transfer Switch from System Controls & Instrumentation, LLC. for the Wastewater Treatment Plant.

RESOLUTION NO. 2023-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE PURCHASE AND INSTALLATION OF AN AUTOMATIC TRANSFER SWITCH FROM SYSTEM CONTROLS & INSTRUMENTATION, LLC. FOR THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$38,840.00; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Wastewater Plant Director is proposing to replace the old transfer switch with a new transfer switch because it no longer operates correctly due to electrical issues; and

WHEREAS, City staff budgeted \$38,840.00 in account #230-7-730.650 Capital Replacement for the replacement of the Automatic Transfer Switch and installment; and

WHEREAS, as per the City's purchasing policy, purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtained through any interlocal purchasing authority or cooperative; and

WHEREAS, written quotes were received from System Controls & Instrumentation, LLC., Electric & Generators and Winco Generators; and

WHEREAS, of the three written quotes the only proposal that included installation was System Controls & Instrumentation, LLC., since Electric & Generators and Winco Generators are located out of state they do not provide installation; and

WHEREAS, the price to purchase and install the new Automatic Transfer Switch with all necessary equipment from System Controls & Instrumentation, LLC. is \$38,840.00; and

WHEREAS, the City Council hereby finds that the purchase of an Automatic Transfer Switch for the Wastewater Treatment Plant serves 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 purchase and installation of an Automatic Transfer Switch from System Controls & Instrumentation, LLC. for the Wastewater Treatment Plant in the amount of \$38,840.00.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



TECL # 18461

Invoice No: 0

Scope of Work: Quote for changing ATS at WWTP

Please, pay from this invoice. Mail checks to: 5404 FM 1044 New Braunfels, Tx 78130
[Reference our invoice No on all checks]

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-133 Approving a Vendor for Marketing Services Regarding GEDC RFP 2023-01

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At its September GEDC Board meeting, the Board of Directors requested GEDC staff, and a selection committee meet with the most fitting vendors that responded to the GEDC RFP 2023-01 and present a recommendation from the selection committee at the October Board meeting.

A group of representatives from Gonzales Chamber of Commerce (& Tourism), Gonzales Main Street, Beautification Sub-Committee, and GEDC staff heard two presentations provided by vendors.

Collaboration with community organizations will require effort on all parts to best represent the community as a whole, while still fulfilling specific needs of each organization, including, but not limited to GEDC, Chamber of Commerce, Tourism, Main Street and possibly, others.

At its October 30th meeting, GEDC staff made the recommendation to utilize Building Brands Marketing. The GEDC Board of Directors unanimously approved utilizing Building Brands Marketing as the vendor for the GEDC RFP 2023-01.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The GEDC has funds available in the Marketing & Promotions line item 7-700.520, of the 2023–24 FY Budget.

ATTACHMENTS:

GEDC RFP 2023-01
Contract for Services

STAFF RECOMMENDATIONS:

Staff respectfully recommends City Council take action as deemed necessary.

RESOLUTION NO. 2023-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ECONOMIC DEVELOPMENT MARKETING SERVICES BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND BUILDING BRANDS MARKETING; 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 the Contract for Services to Provide Economic Development Marketing Services by and between the GEDC and Building Brands Marketing, 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. That City Council does hereby authorize and approve the Contract for Services to provide Economic Development Marketing Services by and between the GEDC and Building Brands Marketing, 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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Contract for Services]



Innovative Solutions. Real Results.

Pricing Proposal Submitted in Response to the
Gonzales Economic Development Corporation

Request for Proposal - **GEDC RFP 2023-01**

For comprehensive, ongoing public relations,
advertising & marketing initiatives to protect,
promote, and evolve branding for the Gonzales
Economic Development Corporation.

Submitted By:

Caitlin Dempsey
Building Brands Marketing
120 S Main St, Ste. 500
Victoria, TX 77901

Phone No.: 361-484-2799

Email: caitlin@buildingbrandsmarketing.com

Employer Identification No.: 83-2397698



**Delivering On Your
Marketing Objectives**



ROBERT ROYER

Founder/President

✉ robert@bbm.email

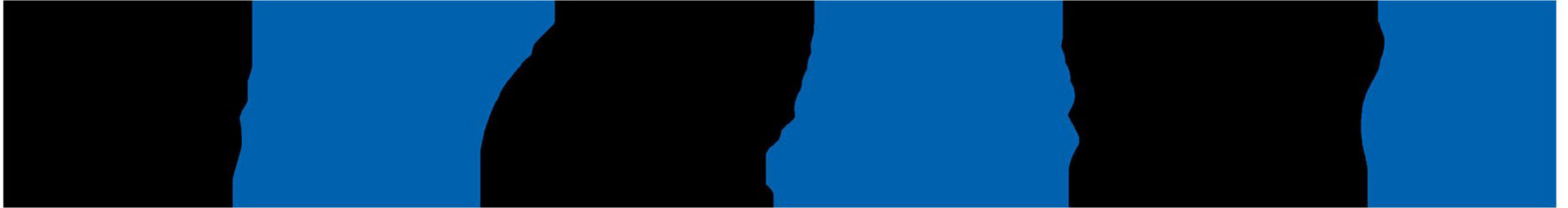
📱 Cell: (361) 212-9929
Office: (888) 803-3288

📍 120 S Main St. Suite 412
Victoria, TX 77901

Why Hello!

- Graduated from UHV in 2014 with BBA and concentration in Marketing
- Google Certified in Search, Measurement, Shopping and Analytics
- Over 16 years of experience owning and managing businesses throughout South Texas
- Have performed strategic business analysis' for over a dozen companies and most recently for a Fortune 300 company.

Our Core Values



**Take
Ownership**

**Always Do
The Right
Thing**

**Embrace
Change**

**Challenge and
Collaborate**

**Stay
Positive**

**Execute
With Passion**

Our Mission

Our mission is to produce **cutting-edge marketing strategies** using creativity, data, and innovation to assist organizations in increasing sustainability, longevity, and lasting livelihoods while cultivating an environment of **innovation** that motivates people to perform their **best work**.

The **BBM** Way



Results-Driven Advertising

We define the message you are trying to convey to your audience, and we create a script that will match this message. We then determine the "Who" and "Where" for your video in relation to who or what will be featured in the video and the location(s) where the video shoot will take place.



Transparent Reporting Dashboard

When it comes to online marketing, your results matter. We use data to inform our marketing campaigns and achieve your objectives. Whether you want more sales or better traffic, we will optimize your marketing campaign to reach your company's goals.



Precise Audience Building

With traditional ads, you end up wasting money on people who aren't your target audience. Facebook advertising allows you to target specific demographics. Instead of spending money on viewers in another state, you can focus on people who can actually become potential clients in your area.



Hands-Free Campaign Management

You need to focus on running your business instead of dealing with an ad campaign. Our agency handles all of the details of setting up and managing your campaign. Then, we carefully analyze your campaign's results and make adjustments until it excels.



Renowned Support

You need a world-class campaign without any hassles or stress. We can help. Whether you have a question or want to make an adjustment to your campaign, real people are here to answer your call and give you the help you need.



No Contracts

We deliver results for our clients, so we don't need contracts to keep them on board. You can learn more about our services with a free consultation. Afterward, you can pick the services you want without having to sign a contract.

Leadership Team

Robert Royer
President/Founder

Alex Richardson
VP of Operations



Micah Riffle
Production Director

Roslyn Faust
Client Relations Director

Ruben Vera
Creative Art Director



Our process is designed to empower your brand and outfit your business with the marketing tools needed to succeed.



Dear Gonzales Economic Development Corporation Leadership,

Thank you for considering Building Brands Marketing for your comprehensive marketing strategy needs. We have reviewed Gonzales Economic Development Corporation's goals and are excited to present a customized marketing strategy tailored to meet your specific requirements. Our team at Building Brands Marketing has extensive experience in economic development and has successfully executed several marketing projects with other Development Corporations & governmental/tourism related entities.

To align with GEDC's objectives, we propose a comprehensive marketing campaign that encompasses brand and logo development, as well as various digital and print initiatives. This campaign will include website design, website targeting, and retargeting to maximize reach and engagement. We will leverage premium news content, social media platforms, and email marketing to effectively connect with your target audience. Moreover, we will employ contextual, geo-targeting, and fencing strategies with national and international search capabilities for enhanced market penetration.

Our services will extend to mobile, tablet, and pre-roll video marketing to capture a wider audience and develop keyword categories while implementing SEM and SEO strategies to improve search engine visibility. Throughout the campaign, we will provide comprehensive analytics, including conversion tracking, view-through, and click analytics, all aimed at optimizing performance and achieving your goals while ensuring the lowest possible CPM rate.

Building Brands Marketing is known for its creative excellence in brand development and execution, making us the ideal partner to help GEDC achieve its objectives. To begin, we will evaluate your current brand and develop a brand platform encompassing positioning, personality, image, promise, differentiation, and value proposition. Subsequently, we will devise a comprehensive brand strategy, including brand architecture, to effectively communicate the multifaceted nature of your brand.

Additionally, our team will create a distinct brand identity, including logo design and brand identity standards/guidelines/systems, which will serve as the foundation for all marketing materials and communications. We understand the importance of gaining organizational consensus for the brand's position, and we will develop a strategy to ensure that all stakeholders are aligned with the brand's direction.

With our dedicated team, led by Caitlin Dempsey, we are confident in our ability to significantly increase new lead generation, improve funnel conversions, and enhance user engagement within the established Gonzales business community. As the largest advertising agency in the Crossroads region, we can provide a list of over 30 references from successful business owners, government managers, and organizational leaders, attesting to the quality of our agency services.

We have already successfully partnered with the GEDC in conjunction with the South Texas Regional Job Fair and we look forward to partnering with The Gonzales Economic Development Corporation to make a lasting difference in Gonzales' marketing landscape and further elevate the already impressive business community. Together, we can build a strong and thriving brand for GEDC that resonates with your target audience and drives tangible results.

Thank you once again for your consideration.

Sincerely,



Caitlin Dempsey
Marketing Consultant



Company Profile **BBM,**

Building Brands Marketing is a full-service marketing consulting and advertising agency in Victoria, TX. Over the past several years, Building Brands Marketing has worked with businesses across the country on building consumer trust, improving their online reputation, and increasing sales/conversions.

We are the only Marketing Consulting Agency (not ad agency) in the Crossroads and we are the only agency that has been a part of complete rebrands and marketing strategy deployment for a development corporation in the Crossroads region from inception to current.

Our remarkable team of marketers, designers, media buyers, developers, videographers, programmers, and creators can make your business shine brightly. Building Brands Marketing provides a deep reservoir of experience with large-scale marketing campaigns that drive a desirable ROI for your investment.

We offer digital and traditional marketing services that make your business stand out from the crowd. Our clients enjoy a comprehensive marketing strategy that stays on budget with cost analyses to optimize spending in the areas that deliver the highest returns.

***Our mission** is to produce cutting-edge marketing strategies using creativity, data, and innovation to assist organizations in increasing sustainability, longevity, and lasting livelihoods while cultivating an environment of innovation that motivates people to perform their best work.*



Scan the QR code to learn more about us.

Company Profile **BBM**

PREVIOUS EXPERIENCE/CLIENT REFERENCES:

1. Robbie Burdge, The Club at Colony Creek; robby@kleancorp.com; 361-550-9524
2. Susan Martinez, Ventura's Tamales: vents@suddenlinkmail.com; 361-676-7781
3. Dr. Jeff Blodgett, University of Houston-Victoria; BlodgettJ@uhv.edu; 281-910-7858
4. Dr. Dharmenda Verma, Gastro Health & Nutrition-Victoria: verma911@gmail.com; 832-443-3725
5. Robin Cadle, The Food Bank of the Golden Crescent: rcadle@foodbankqc.org; 361-655-1607
6. Blaine Warzecha, Victoria Electric Cooperative; bwarzecha@victoriaelectric.coop; 361-652-3437
7. Cherise Branch, Central Drug: cherisebb@centraldrug.net; 361-575-4713

More References Available Upon Request

We have performed work (i.e. website development, social media management, lead generation, video production, digital marketing, promotional collateral printing, public relations, etc) for number of regional tourism/business development related entities, including but not limited to:

1. [Cuero Development Corporation](#)
2. [Victoria Main Street](#)
3. Victoria Convention & Visitors Bureau ([Explore Victoria](#))
4. [Cuero Main Street](#)
5. City of Victoria
6. City of Cuero
7. [Cuero Chamber of Commerce](#)
8. Victoria Chamber of Commerce
9. [Texas Coastal Bend Council](#)
10. [South Texas Regional Job Fair](#)
11. [Victoria Regional Airport](#)

Company Profile **BBM** - Full Service Marketing & Consulting Agency

- A handful of Municipal rebrands we have participated in:
 - City of Cuero
 - Victoria County Animal Services
 - Palacios ISD
- How it works:
 - Vision/Strategy Meeting of the goals of the municipality over the upcoming years
 - Updated Logo/Branding Guidelines to share with all departments
 - Updating existing platforms with new branding and messaging (i.e. website, social platforms, etc)
 - Planning a [marketing strategy](#) and a [messaging strategy](#)
 - Deployment and ongoing analysis

Discovery Question - Why do **you believe Gonzales is a great place to do business?**

The Vision for **GEDC** - Lead The Promotional Efforts of Gonzales

- Gonzales is rich in history and South Texas culture, evidenced over the years by regional entities references some of the famous icons and historical references of Gonzales:



- By collaborating with GEDC and its stakeholders, we can identify the key value propositions that the community offers to businesses and people (residents and tourism traffic) and properly promote to the community utilizing the AIDA Model:
 - Attention
 - Interest
 - Desire
 - Action (Call-to-Action)
- We can then leverage the resources of the GEDC to develop this updated brand and messaging. Once complete, we will strategically deploy these marketing messages to best reach our target audiences and educating/informing individuals of the great reasons to do business in or live in Gonzales (i.e. grants, resources, etc). *"Own Your Future, Come and Take It"*
- Example Videos & Tactics:
 - Social Media Video: [Business Owners & Entrepreneurs](#)
 - Tradeshow/Conference Video: [Cuero Development Corporation](#)
 - [Shop. Stay. Dine.](#)

Company Profile **BBM** - How We Do It

- Building Brands Marketing (BBM) will serve as an outsourced marketing department for the Gonzales Economic Development Corporation
 - You will have access to the entire marketing department for less than the cost of one director
- You will have a dedicated project manager, Caitlin Dempsey, who acts as the liaison between the GEDC and BBM while also allowing direct communication access to all our internal specialists to operate truly like your own marketing department
- BBM will ensure all marketing & branding efforts are consistent and cohesive between all entities encompassed by Gonzales Economic Development Corporation
- BBM will create a full marketing plan and strategy with specific goals and objectives to measure effectiveness
- Our team consists of 20+ specialized marketers who each specialize in specific areas to cover all facets of digital and traditional marketing
- We will adhere to a [strict budget](#) and accountability for every dollar [SAMPLE BUDGET](#)
- For years, our media relations team has had strong local media relationships throughout the Crossroads, and with reputable digital media buyers

Outline of Services

- **Search Engine Optimization** - We are the South Texas premiere in-house SEO team that has helped companies across every industry rank first in Google – beating their competitors and increasing awareness and conversions.
- **Search Engine Marketing** - At Building Brands Marketing, we help businesses grow through world-class marketing campaigns. Pay-per-click (PPC) Ads help you market your company to new customers and build relationships with your current clients. Unlike traditional Ads, Google Ads are relatively inexpensive and provide immediate results. Including
- **Website Targeting & Retargeting:** Is most often used to describe the online display ads that are shown to visitors who came to your website, but navigated away without acting. This type of marketing is done with the help of tracking pixels that follow the user around after they leave your website. This tactic will be utilized in your digital advertising campaign and comprehensive reporting will be provided monthly to showcase traffic increases and reach.
- **Website Design & Optimization** - In today's world, your website is often the first impression a potential customer has with you. Is it giving the right impression? We make sure your website is optimized to ensure that you're reaching the right people, whether they're using a mobile phone, tablet, or desktop.
- **Online Video Multi-Device Targeting** - Using online video across streaming apps and streaming browser networks (such as YouTube) to identify target prospects and deliver ads to all smart devices connected to that IP address (i.e. Smart TVs, Laptops, Mobile Devices, etc) for both new prospecting and web retargeting campaigns.
- **Video & Audio Production** - Every successful business begins with a story. Our team of commercial video producers can create a high-quality production that tells the story of Gonzales' Economic Development Corporation.
- **Agency Services** - Agency services refers to comprehensive marketing strategy and execution in-house through utilizing our entire marketing team of media buyers, content creators, designers, media production professionals, developers, social media strategists, and campaign strategists.
- **Social Media Marketing** - While we concentrate heavily on Facebook advertising, we also offer a full suite of social media advertising, including but not limited to: Instagram, LinkedIn, YouTube, Twitter, Snapchat, and more. Not only does this include creation, organic content creation and management across these platforms, but using paid advertising for new prospecting and retargeting tactics to drive potential prospects through the lead funnel.
- **Email Marketing** - Email marketing is one of the most effective ways to grow your business with a Return-on-Investment of 122%.
- **Marketing Automation** - Marketing automation refers to software designed for the marketing team of businesses to more effectively market across multiple channels online and automate communication and repetitive tasks.



Services

What You Will Get

Marketing Strategy

An in depth strategy that outlines how we will hit potential clients and donors in each phase of the sales funnel, relevant hashtags, target personas and much more. This will be our guide to ensuring that we are capturing each person with relevant messaging.

Social Ad Strategy

An in depth social ad strategy that includes market research, custom audience analysis, branded graphics and relevant content that is catered to this specific campaign.

Monthly Reporting Meeting

A monthly meeting with your designated strategist, Caitlin Dempsey, to analyze the analytics on your account and ensure that all services are running properly. This is a time where we can discuss changes, suggestions or upcoming needs for your account.

Designated Strategist and Project Manager

Caitlin Dempsey will be able to communicate any needs on your account to our entire team. She will corroborate & maintain connecting all your services, to ensure they are complimenting each other and running accordingly.

Reporting Dashboard

An overview of all the services and analytics on your account. This is reviewed in the monthly reporting meeting.

HEAR OUR CLIENT STORIES NOW

Analytics

Conversion Optimization

Before we can implement a complete conversion rate optimization plan, we will need to implement the appropriate web analytics tracking tools on your website to gain insight into user behavior. We'll set up conversion tracking for both macro and micro conversions to accurately measure digital marketing success and return on investment.

[Example GA Reports for Analyzation](#)

Conversion Rate Optimization (CRO)

Once analytics tracking is in place, we will implement a thorough optimization plan to improve conversion rates. We also track numerous engagement metrics such as your, bounce rate, pages per session, and average time on site to ensure the best user experience.

Reporting

How do you know if all of this is working? Don't worry - we provide monthly reports including valuable campaign metrics and results, as well as a summary of all the awesome optimizations and insights we gained from the previous month. We'll let you know which pieces of content, social channels, and paid media tactics are performing the best, how many conversions you are getting, and what we are doing to deliver those conversions as effectively as possible.

[Example Reporting Dashboard](#)

	Acquisition			Behavior			Conversions		
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	24,408	23,741	32,842	52.47%	2.37	00:01:54	53.75%	17,654	\$0.00
1 Direct	6,593			57.36%			53.84%		
2 Social	4,190			46.87%			30.47%		
3 Paid Search	3,985			66.18%			24.84%		
4 Organic Search	3,712			38.31%			102.52%		
5 Referral	3,499			55.15%			64.24%		
6 (Other)	2,752			45.57%			20.26%		
7 Email	867			53.42%			61.79%		
8 Display	188			83.19%			106.72%		

To see all 8 Channels click here.

The Process

Caitlin Dempsey will be your Strategist/Project Manager, she will actively manage the day to day activity of your account and ensure the work is being properly fulfilled and hitting project deadlines. You will also have access to the entire marketing department should you prefer to reach out to your marketing team as needed:

1. **Social Media Strategist**
2. **Graphic Designer**
3. **Production Director**
4. **Web Developer**
5. **Content Writer**
6. **Digital Marketing Specialist**
7. **SEO Specialist**
8. **Others**

We will meet regularly to cover previous month's work completed and upcoming month's tasks, assess KPIs, discuss relevant business updates, get outstanding creative approvals, etc.

Strategy Timeframe

Phase	Week
Discover/Kickoff Meeting	1
Analytics Implementation, Website Audit, Content and Keyword Research	1 - 2
Digital Strategy Development	2 - 3
Present Strategy	4
Content Development	4 - 8
SEO/SEM, Paid Media, Email Campaign, Targeted Ads Setup	4 - 7
Go Live	8
Conversion Rate Optimization Content Distribution Social Media Monitoring Reporting	Ongoing

Website timeline will be provided separately in that agreement.

Website Timeframe

Phase	Week(s)
Research & Discovery	1-2
Design and Prototyping	3-4
Development	4-6
Content Integration & Improvement	2-3
Newsletter Integration	1
Testing & Deployment	1-2
Post-Launch Support	3
Revision Allowance	3 Weeks

Total: 15-21 Weeks*

**Based on 3 Weeks of Revisions*

Branding Kit Timeframe

Phase	Week
Discover/Kickoff Meeting	1
Initial Logo Designs	1 - 2
Logo Review/Revisions	2 - 3
Logo Approval/Branding Kit Creation	4
Branding Kit Revisions	4 - 5
Go Live	6

Investment - Set Up & Your First Month

- \$597 Value - Ad Account Setups for Facebook, Instagram, and LinkedIn Ads Setup & Page Optimization
- \$675 Value - Social Ad Strategy Development
- \$999 Value - Marketing Strategy Development
 - Including marketing plan, SWOT analysis, key objectives/goals, marketing message calendar and more
- \$99 Value - Google Analytics with Google Tag Manager Setup & Integration
- \$199 Value - Google Business Profile (Local Search Engine) Setup & Optimization
- \$99 Value - Bing Places (Local Search Engine) Setup & Optimization
- \$99 Value - Google Search Console Setup (SEO Performance & Analysis)

TOTAL VALUE: Over \$2,767

TOTAL ONE TIME SETUP COST: \$995

Investment - Ongoing Recommended Monthly Strategy

MONTHLY ~\$1,955 + Ad Spend

Including but not limited to:

Strategy: Included

Fulfillment: Est 13 Hours Per Month:

- SEO Strategy: (3 hours per month) Deploying Local SEO strategy in the keyword phrase areas of highest importance based on comprehensive SEO audit conducted by BBM. TBD with GEDC contacts.
- Google Business Profile management (weekly posts): 1 hour
- Social Media Management (Approximately 2 posts per week per platform): 6 hours
- Social Media Advertising (i./e. Facebook, Instagram, LinkedIn, Twitter, TikTok, etc.): 3 hours

Website Maintenance: 2 Hours Per Month - Once Website is Completed

- Assisting with web updates across your CMS

Video Production & Editing: TBD - Based on needs

Graphic Design: Est 5 Hours Per Month; Based on needs - (Branding Kit Separate)

Content Creation: Est 2 Hours Per Month

- Press release distribution, email/text messaging, direct mail/bill stuffers, rack cards, etc

Media Buying: Est 1 hour per month

**Your pricing rate will be \$85 per hour for all consulting and fulfillment. While your recommended retainer is \$/mo these hours can be adjusted to the approved budget at the \$85/hour. You will be billed only on hours used, and we can vary and fluctuate to meet your needs.*

Recommended Digital Ad Spend - \$500-\$1000/Month*

**The ad spend can be set at whatever amount the GEDC chooses on a monthly basis depending on approved marketing budget. This number can be raised or lowered as deemed appropriate. This cost will cover all ad placements.*

Investment - Digital Marketing Placement/Project Prices

1. Targeted External Email Marketing: \$22 CPM (B2C); \$37 CPM (B2B)
2. Targeted Display (Banner Ads): \$10 CPM
3. Online Radio (Pandora, Spotify, Podcasts, iHeartRadio, etc): \$30 CPM
4. Online Video: OTT/CTV: \$42 CPM
5. Online Video: Pre Roll \$20 CPM
6. Branding Kit: \$3,495 one-time fee (split into two payments) Branding Agreement [HERE](#)
7. Website: \$7,995 one-time fee (split into two payments); \$29/mo for hosting Website Quote [HERE](#)
8. Printed Collateral Pricing:
<https://docs.google.com/spreadsheets/d/1SLiUX7Sc73IkGGvIYmDRgOzNDSH0TmXI/edit?usp=sharing&ouid=115195259258219359168&rtopof=true&sd=true>

Investment - Overall

Total One Time Set Up Cost: \$995

Total Monthly Cost To BBM: ~\$1,955/Mo

Total Recommended Monthly Ad Spend: \$500-\$1,000/Mo

Additional Add-ons:

1. Custom Website
2. Branding Kit

Contract



Contract for Services

Contract Dates: November 15, 2023-December 31, 2025

Between "us", Building Brands Marketing, and "the client", Gonzales Economic Development Corporation

1.0 Services Rendered

MARKETING STRATEGY & MANAGED SERVICES

We'll deliver a comprehensive marketing strategy.

ERRORS

We can't guarantee that our work will be error-free (we're human!) so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. In the event that an ad account is disabled to no fault of us, we are not obligated to troubleshoot that suspension beyond the active month of the management fee. The provider can choose to continue to troubleshoot the suspension beyond the active month if the advertiser continues to pay the monthly management fee.

2.0 Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

Contract

3.0 Charges for Services Performed

Requests above and beyond those listed in the budget may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur fee to resume work at the discretion of Building Brands Marketing.

4.0 Terms of Payment

1. BILLING SCHEDULE

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. We're also sure you'll want to maintain a positive working relationship and keep the project moving forward, so you agree to stick tight to the following payment schedule.

2. CLIENT AGREEMENT TO PAY

You agree to pay the setup fees upon receipt which will act as a deposit for the project. Agency retainer fees will begin at a date TBD between the company and the client. All monthly services are to be prepaid at the beginning of the month and due on receipt. Every invoice after that will be due upon receipt. In the event payment is not made by the 10th of the month, Building Brands Marketing will charge a late payment fee of 10% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs Building Brands Marketing pays for carrying overdue invoices from the client. In addition, Building Brands Marketing reserves the right to stop work until payment is received.

3. COLLECTION COSTS

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

4. ADVERTISING SPENDS

Clients agree the monthly advertising spend may fluctuate +/- 20% depending on client goals, targeting, market factors, and regional economics. A la carte services ordered in addition to your monthly services will result in additional costs.

Contract

5.0 Cancellation of Plans

1. CANCELLATION

These services renew on a month-to-month basis. You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses. This agreement can be terminated with at least 30 days written advance notice at any time. Any video shoots require at least 48 hrs notice for cancellations or reschedules. Failure to provide at least 48 hours notice will result in a \$100 cancellation fee.

2. NO REFUND POLICY

3. All sales are final. No partial refunds. Service Provider does not issue a refund in case of a Client's refund request.
4. All advertising spend is forfeit and not refundable in the case of a refund request.

6.0 Responsibilities of Building Brands Marketing and “The Client”

1. BUILDING BRANDS MARKETING'S RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

Contract

2. “The Client’s” RESPONSIBILITY FOR RELEASES

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them. Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the finalized edited files that we create for this project. We'll give you finished files and you should keep them somewhere safe as we're not required to keep a copy or store these final assets. You own all elements of text, images and data you provided, unless someone else owns them.

We own the raw footage and we'll license that to you, exclusively and in perpetuity for finalized projects only, unless we agree otherwise. We can provide a separate estimate for that.

3. CLIENT RESPONSIBILITY FOR ACCURACY

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

7.0 Confidentiality

Building Brands Marketing acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Building Brands Marketing on behalf of The Client or disclosed by The Client to Building Brands Marketing.

8.0 Term and Termination

1. PERIOD OF AGREEMENT AND NOTICE OF TERMINATION

This Agreement shall become effective as of sign date and shall continue until September 30, 2025 unless terminated by either party upon not less than 30 days' notice in writing given by either party to the other.

Contract

2. TERMINATION FOR CAUSE

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

3. PAYMENT FOR NON-CANCELABLE MATERIALS

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the client, that any such materials and services, are non cancelable.

4. MATERIALS UNPAID FOR

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

5. TRANSFER OF MATERIALS

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by the client to Building Brands Marketing, Building Brands Marketing shall transfer, assign and make available to the client all property and materials in its possession or control belonging to the client. The client agrees to pay for all costs associated with the transfer of materials.

Contract

9.0 General Provisions

1. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Province/ State of Texas.

2. REPRESENTATIONS AND WARRANTIES

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

3. ENTIRE AGREEMENT

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

10.0 Onboarding

CLIENT REQUIREMENTS / ONBOARDING:

1. Client must comply with the entirety of this agreement at all times.
2. Upon first payment of the Service Provider's Service Fee, the Client will schedule an onboarding call within 72 hours.
 - a) Delay on behalf of Client will not stop the billing cycle.
3. Clients will have on hand a credit card or other acceptable payment method that will be used to set up Advertising Spend if not pre-billed. Delays in supplying a credit card for Advertising Spend will not affect schedule of billing.

Contract

11.0 Acceptance of Liability

LIABILITY

1. Service Provider liability, including but not limited to Client's claims of contribution and indemnification related to third party claims arising out of services rendered by Service Provider, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, whether arising under contract, tort or other theory, shall be limited to the payments received by Service Provider from Client hereunder during the three month period prior to the date the cause of action arose to the extent permissible by law. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, Service Provider SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, LOST REVENUES, LOST OR CORRUPTED DATA, LOST USE, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE BY LAW.
2. Client hereby AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS Building Brands Marketing and its officers, directors, contractors and employees from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur through your use of the Service, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on your part or those acting on Client's behalf.

Contract

Signature

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.

Building Brands Marketing Representative

Date

Authorized Client Representative

Date

We Deliver On Our Word

We don't sell products; **we consult** to determine the **best marketing** and advertising tools **for your business.**



Innovative Solutions. **Real Results.**

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-134 Authorizing the Use of Texas Heroes Square for the Gonzales 4-H Christmas Military Tribute Event on December 16th or 19th, 2023

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Gonzales 4-H are preparing for their Christmas Military Tribute on December 16th or 19th, 2023. Two days are listed to provide an alternate day in the event of inclement weather. They are requesting the use of Texas Heroes Square. They intend on setting up the day of the event, at 8:00 a.m. and will take down at 11:00 a.m. on the day of the event. The event will be held from 8:00 a.m. until 11:00 a.m. on December 16th or 19th, 2023 (depending on weather conditions). There approximate attendance of people is unknown as this is the first held Christmas Military Tribute Event. This event is open to the public.

POLICY CONSIDERATIONS:

This is consistent with current procedures for street closures and use of City owned property.

FISCAL IMPACT:

The fiscal impact to the city would be the labor cost for city staff to deliver the trash receptacles requested and the cost to pick up the cans and the trash after the event concludes (1 hr x \$25.00/hr x 2 employees=\$50.00).

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2023-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE USE OF TEXAS HEROES SQUARE FOR THE GONZALES 4-H CHRISTMAS MILITARY TRIBUTE EVENT ON DECEMBER 16TH OR 19TH, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales 4-H uses Texas Heroes Square for the Christmas Military Tribute Event; and

WHEREAS, the event will be held from 8:00 a.m. until 11:00 a.m. on December 16th or 19th, 2023(depending on weather conditions) and will have an unknown approximate attendance of people at this time; and

WHEREAS, set up for the event will be 8:00 a.m. on the day of the event, December 16th or 19th, 2023 with take down at 11:00 a.m. on the day of the event, December 16th or 19th, 2023; and

WHEREAS, the fiscal impact to the City is an approximate in-kind cost of \$50.00 for the delivery and pick up of the trash cans for the event; and

WHEREAS, the City Council hereby finds that said events increase the community spirit of the City of Gonzales, and therefore serve a public purpose.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the use of Texas Heroes Square for the Gonzales 4-H Christmas Military Tribute Event on December 16 or 19, 2023(depending on weather conditions) as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET



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



EVENT NAME Christmas Military Tribute
HOST ORGANIZATION Gonzales 4-H
CONTACT NAME Gayle Bludau
CONTACT CELL PHONE [REDACTED]
EVENT DATE 12-16-23 / Alternate Rainout 12-19-2023
EVENT START TIME 8 **EVENT END TIME** 11 am
EVENT LOCATION Hero Square
HOLIDAY CELEBRATED Y ☒ N ☐ **HOLIDAY:** Christmas
CITY COUNCIL APPROVAL REQUIRED Y ☐ N ☐ **MEETING DATE:** _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE _____
MUSIC Y ☐ N ☒ **LIVE** NA **DJ** NA
FOOD Y ☒ N ☐
ALCOHOL Y ☐ N ☒ **RESPONSIBLE PARTY** NA
MOTORIZED VEHICLES Y ☐ N ☒ **PARADE** NA **SHOW** NA
PUBLIC OR PRIVATE EVENT Public
SECURITY Y ☐ N ☒ **# OFFICERS NEEDED** (Call 672-8686 for costs) _____

ELECTRIC DEPARTMENT

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

STREETS DEPARTMENT

STREETS AFFECTED Y ☐ N ☒
BARRICADES NEEDED (max 12) Y ☐ N ☒
CONES NEEDED (max 48) Y ☐ N ☒
STREETS TO BE CLOSED Y ☐ N ☒
SET UP TIME 8 am
TAKE DOWN TIME 10 am

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF TRASH CANS 2 (max 25)
SET UP TIME 8 am
TAKE DOWN TIME 10 am

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

Kristina Vega, CITY SECRETARY
citysecretary@gonzales.texas.gov

Insurance

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

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

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

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

The following types and amount of insurance are required:

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

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-135 Authorizing the City Manager to Execute a License Agreement with the Texas Junior High Rodeo Association (TJHRA)

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has hosted the Texas Junior High Rodeo State Finals for 17 years since 2005. The Texas Junior High Rodeo Association (TJHRA) attracts approximately 3,000 attendees and in return provides a positive economic impact on sales tax, municipal hotel occupancy tax and retail sales revenue each year.

The TJHRA Board of Directors met in May of 2023 and voted the proposal that the City of Gonzales presented. The terms of the agreement will be fulfilled with a five-year obligation for the Texas Junior High Rodeo Association (TJHRA) State Finals to be held at J.B. Wells Park. An additional two-year extension will be available at the end of the five-year term. Other stipulations of the agreement are set forth in the attached agreement. Staff will be present to answer any questions that the City Council may have.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH TEXAS JUNIOR HIGH RODEO ASSOCIATION (TJHRA); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales has hosted the Texas Junior High Rodeo State Finals for 17 years since 2005; and

WHEREAS, the Texas Junior High Rodeo Association (TJHRA) attracts approximately 3,000 attendees and in return provides a positive economic impact on sales tax, municipal hotel occupancy tax and retail sales revenue each year; and

WHEREAS, the terms of this agreement for the Texas Junior High Rodeo Association (TJHRA) State Finals to be held at J.B. Wells Park will be fulfilled with a five-year obligation with an additional two-year extension option available; and

WHEREAS, TJHRA events result in significant sales tax and hotel occupancy tax revenue for the City on an annual basis; and

WHEREAS, the City Council hereby finds that entering into said agreement and expending the funds contemplated therein 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 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 TJHRA. 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 9th day of November 2023.

Mayor, S.H. Scuher

ATTEST:

Kristina Vega, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF GONZALES §

AGREEMENT TO USE CITY OF GONZALES FACILITIES

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

WITNESSETH:

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

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

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

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

WHEREAS, pursuant to Resolution No. 2023-136, passed and approved on November 9, 2023 the City Council approved a License Agreement between the City and TJHRA and, the City Council authorized the execution of this Agreement with TJHRA November 9, 2023;

NOW THEREFORE:

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

I. DEFINITIONS

- 1.1 City means the City of Gonzales, Texas.
- 1.2 City Manager means the City Manager appointed by the City Council for the City

of Gonzales.

- 1.3 TJHRA means Texas Junior High Rodeo Association.
- 1.4 Program means youth rodeo programs provided by TJHRA.
- 1.5 Facility means the areas and facilities within JB Wells Park depicted on Exhibit "A".
- 1.6 Property means the real property located in Gonzales, County, Texas, on which the Facility is located as described on Exhibit "A".
- 1.7 Premises means the Facility.

II. USE OF PREMISES BY TJHRA

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

reserves the right to impose and enforce all necessary and proper rules for the management and operation of the Premises.

- 2.4 TJHRA agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, state and federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation hereof. If the attention of TJHRA is called to any such violation, TJHRA or those under its control will immediately desist from and correct such violation.
- 2.5 TJHRA acknowledges and agrees that it has been informed that it has obligations to the general public under the terms of the Americans with Disability Act of 1990 as codified In 42 U.S.C. §12101(a)(1) and (2) and as amended from time to time. TJHRA covenants and agrees that it will comply with all the terms and obligations, and, as part of its indemnification of the City, indemnify, hold harmless and defend City from all claims which might arise from TJHRA's activities under this Agreement.
- 2.6 TJHRA is authorized to establish fees and charges for admission and coordinate such collection and distribution of fees pursuant to the attached Exhibit B.
- 2.7 TJHRA understands that City pursuant to Texas Tax Code §351.1066, shall use, or has used, revenue delivered from Hotel Occupancy Tax, for the construction, enlarging, equipping, improvement, maintenance, repairing, and operation of the Premises as a recreational facility; and that pursuant to §351.1066(b) (2) the purpose of this investment by the City is to enhance hotel activity and encourage tourism. In that regard, the City shall retain the right to promote any rodeo events to be held at the Premises, and which shall enhance hotel activity and encourage tourism in Gonzales and the surrounding community.

III. TERM OF AGREEMENT/EFFECTIVE DATE

- 3.1 The term of this Agreement is for a term of five (5) years beginning on November 9, 2023, ("Commencement Date"), and expiring on November 9, 2028, if not earlier terminated according to the terms of this Agreement.
- 3.2 TJHRA's right of use of the Facility shall be as stated in the attached Exhibit B during which period TJHRA's right to use the Facility depicted in Exhibit A shall be exclusive. During all other times and in all other areas not designated, the City shall have the sole right and authority to schedule events at the Facility.
- 3.3 This Agreement may be extended by agreement of the parties for an additional two year term at the conclusion of the five year term.

IV. ACCEPTANCE AND CONDITIONS OF FACILITY

- 4.1 TJHRA has been afforded sufficient time and opportunity to examine the Facility and to acknowledge that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. TJHRA's taking possession of the Facility shall be conclusive evidence of TJHRA's acceptance of the Facility in good satisfactory order in its present condition AS IS, WHERE IS AND WITH ALL FAULTS as suitable for the purpose for which licensed. City specifically disclaims any warranty of suitability for intended purposes of TJHRA.
- 4.2 TJHRA agrees that no representations respecting the condition of the Facility and no promises to decorate, alter, repair, or improve the Facility, either before or after the execution, have been made by City or its agents to TJHRA unless the same are contained herein.

V. OBLIGATIONS AND DUTIES (SEE EXHIBIT B)

5.1

VI. UTILITIES

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

VII. CONCESSIONS

- 7.1 During the Term of this Agreement

7.1.1 Concessions shall be managed by City through a separate independently contracted concessionaire.

VIII. IMPROVEMENTS

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

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

IX. DEFAULTS AND TERMINATION RIGHTS

- 9.1 Default by TJHRA: Any of the following events shall constitute default by TJHRA under this Agreement:
- 9.1.1 TJHRA shall fail to maintain its non-profit status and operate a statewide organized youth rodeo activities; or
- 9.1.2 TJHRA shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by TJHRA, and such default shall continue after notice by City to TJHRA, or if such default cannot be cured within a reasonable period provided that TJHRA has commenced to cure such default.
- 9.2 Remedies of City: Upon the occurrence of an event of default by TJHRA as specified in this Agreement, City shall be entitled to terminate this Agreement. After such termination, TJHRA shall have no further rights to access the Premises, shall immediately cease all activities thereon and City shall have no further obligation under the terms of this Agreement.
- 9.3 Default by City: City shall be in default under this Agreement if City fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by City, and such default shall continue for a period of thirty (30) days after notice thereof by TJHRA to City, or if such default cannot be cured within thirty (30) days, then such additional period as shall be reasonably provided that City has commenced to cure such default.
- 9.4 Remedies of TJHRA: Upon the occurrence of an event of default as specified in this Agreement hereof, TJHRA shall be entitled to terminate this Agreement and shall have such other rights at law or equity to which it may be entitled.
- 9.5 Either City or TJHRA, with or without cause, may cancel this Agreement by giving six (6) months written notice thereof to the other party.
- 9.6 A determination by the City Council that it cannot allocate funding for the Agreement in

a future fiscal year shall not be deemed an event of default.

X. INDEMNIFICATION

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

XI. INSURANCE REQUIREMENTS

- 11.1 (intentionally left blank)**
- 11.2 Commercial general liability insurance, including contractual liability insurance**

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

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

City of Gonzales

Attn: Timothy L. Crow, City Manager
PO Box 547, Gonzales, Texas 78629

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

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

XII. REPORTS

12.1 TJHRA must provide to City the number of participants and their ages for the TJHRA's previous Program Period.

12.1.1 On or before May 1st each year, TJHRA must provide to City the number and description of events conducted at the Premises, which shall include a list of all participants and hometown and state of each participant.

12.2 TJHRA is obligated to inform City within fifteen (15) days of a change in the following:

12.2.1 Changes in officers of the TJHRA: the name, position, and contact information must be provided.

12.2.2 Amendments to TJHRA's constitution, by-laws, and/or articles of incorporation: copies of the amended documents must be provided to City along with the notification.

12.3 If requested by City, TJHRA will provide all or a portion of the following information within fifteen (15) days after receipt of written request from City.

12.3.1 Starting and ending date of TJHRA activity;

12.3.2 Description of special events;

12.3.3 Gross receipts from each of the following: a) Concession Revenue, as defined in 7.1; b) advertising; c) cash donations, and all other sources of TJHRA revenue.

XIII. SIGNS

13.1 TJHRA hereby agrees not to install or display any sign(s) within the Facility without prior written approval of said sign(s) by the City Manager or designee. TJHRA further agrees to comply with such design criteria as may be established and amended from time to time by the City and to comply with established sign review procedures for proposed new signs.

13.2 TJHRA may place temporary Sponsor Banners within the Premises during the

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

XIV. ASSIGNMENT

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

XV. RELATIONSHIP OF PARTIES

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

XVI. SEVERABILITY

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

XVII. NOTICES

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

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

With a copy to:
Denton, Navarro, Rocha, Bernal & Zech P.C
2517 N. Main Avenue
San Antonio, Texas 78212

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

TJHRA
Attn: Casey Armstrong TJHRA President

XVIII. TEXAS LAW TO APPLY

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

XIX. GENDER

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

XX. NON-DISCRIMINATION

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

XXI. CAPTIONS

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

XXII. HOLDING OVER

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

XXIII. ENTIRE AGREEMENT/AMENDMENT

- 23.1 This Agreement, together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire Agreement between the parties, any other written or parole agreement with City being expressly waived by TJHRA.
- 23.2 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.
- 23.3 Any amendment, modification, or alteration of the terms of this Agreement shall not be binding on the City unless approved by City Council as evidenced by ordinance or resolution.

XXIV. AUTHORITY

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

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

CITY:

CITY OF GONZALES,
a Texas municipal corporation

Timothy L. Crow, City Manager

ATTEST:

Kristina Vega, City Secretary

TJHRA:

TJHRA,
a Texas Non-Profit Corporation

By: _____

Title: _____

EXHIBIT B

OBLIGATIONS AND DUTIES

The City of Gonzales is responsible for:

1. The City of Gonzales shall provide the following economic incentives to the TJHRA in exchange for the exclusive right to host the Texas Junior High Rodeo Association finals for a period of five years:

a. an economic incentive payment to TJHRA in the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) no later than the end of the final performance of the TJHRA Finals each year.

b. the waiver of fees for the use of the J.B. Wells Park Facilities for the entire week of the TJHRA Finals

c. discounted site rental fees for RV sites of an amount not exceed \$150 per week and the TJHRA will be allowed the use of up to 15 RV spaces at no charge (rental proceeds retained by the City)

d. discounted stall rental fees of \$150 for the week (rental proceeds to be split \$130.00 to City and \$20.00 to TJHRA) and the TJHRA will be allowed the use of up to 25 stalls at no charge

e. the provision of EMS during each rodeo performance

f. the provision and scheduling of security personnel during TJHRA Finals – performances at the expense of TJHRA

g. the provision of up to 20 complimentary hotel rooms for TJHRA personnel

h. the provision of a Directors Welcoming - Lunch

i. the provision of a NJHRA Finals Contestant Orientation Reception – 250 people (not to exceed \$3,000.00)

j. the use of the City owned shooting range for the shooting competition at no charge to TJHRA - does not include lunch.

k. the provision of an employee crew as required for sound, electricity, welding, etc.

l. the provision of adequate air-conditioned vendor space at the Expo Hall on premises

m. the provision of wood shavings on grounds for contestants to purchase

- n. the provision of two tractors and drags
- o. the provision of on duty employees during all events
- p. the provision of emergency contact phone numbers
- q. the provision of one secured room with air conditioning adjacent to rodeo arena and an additional Meeting Room of 1,000 square feet for the duration of finals
- r. the provision, in the performance arena, of rodeo dirt at minimum 18", maintained by TJHRA standards; lighted arena; bucking chutes; timed event chutes; holding pens; officials platform; sound system; barrel and poles set by laser
- s. the provision, in the jackpot practice arena, with rodeo dirt at minimum of 18" deep, maintained by TJHRA standards; lighted arena and chute areas; timed event chutes; holding pens; officials platform and sound system
- t. the provision of stock holding pens accessible to designated arena; water available at pens; shaded holding pens
- u. the provision of utility cost; water for arenas; regulation poles and barrels; dedicated Wifi for Live Feed

TJHRA is Responsible for:

- 1. TJHRA in exchange for certain economic incentives, shall provide the following:
 - a. grant the exclusive right to host the Texas Junior High Rodeo Association finals for a period of five years to the City of Gonzales
 - b. the provision of tractor drivers to maintain the dirt during the event, with the assistance of the City, as needed
 - c. the provision, securing, and management of event vendors
 - d. the provision of event registration personnel
 - e. the provision of event tickets, ticket sellers, ticket takers and ushers
 - f. the provision, securing and management of event stock through a stock contract, including all stock, pick up men, chute help, feed for livestock and labor for feeding
 - g. the provision, securing and management of all bullfighters, judges, secretaries and time keepers
 - h. the provision of music and entertainment for opening dance - at expense of TJHRA

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-136 Rescheduling the January 11, 2024, Regular City Council Meeting

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City Council's regular meetings are scheduled for the second Thursday of each month. However, there is a potential scheduling conflict on January 11th, 2024, due to Election Law training for staff. Therefore, staff is seeking to change the January regular meeting date from January 11th to another date that Council is available.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-136

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS
RESCHEDULING THE JANUARY 11, 2024, REGULAR CITY COUNCIL MEETING
TO ANOTHER DATE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, the City Council would like to reschedule the January 11, 2024, City Council meeting to another date that Council is available.

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

Section 1. The City Council of the City of Gonzales, Texas hereby reschedules the January 11, 2024, Regular City Council Meeting to _____.

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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-137 Casting Votes for the Gonzales Central Appraisal District Board of Directors for the term of office beginning January 1, 2024 and ending December 31, 2025

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On August 12, 2021 City Council nominated candidates for the positions to be filled on the Gonzales Central Appraisal District Board of Directors for the term of office beginning January 1, 2022 and ending December 31, 2023. City Council nominated Lauren Clampit, Frank "Bud" Box, Craig Hines, Sandra Gordon, Sue Gottwald to be included on the ballot for the Gonzales Central Appraisal District Board of Directors.

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. The current Board of Directors include Lauren Clampit; Frank "Bud" Box; Craig Hines; Sandra Gordon; Sue Gottwald.

On October 27, 2023, the City received the "Official Ballot" with the names of eleven people nominated to serve on the Gonzales Central Appraisal District. City Council must cast votes by written resolution and returned to the Chief Appraiser of the Gonzales Central Appraisal District before December 15, 2023. The City Council may only select five people from the ballot to serve on the board. The people included on the ballot are as follows:

Frank "Bud" Box; Lauren Clampit; Briana Dominguez; Sandra Gordon; Sue Gottwald; Josh Gray; Jeff Harvey; Craig Hines; Ryan Mills; D'Anna Robinson and Shannon Smith.

Sandra Gordon and Craig Hines have authorized the Chief Appraiser to inform the taxing entities to vote that they do not wish to remain on the Board of Directors starting with tax year 2024.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully request City Council action deemed appropriate.

RESOLUTION NO. 2023-137

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS
CASTING VOTES FOR THE GONZALES CENTRAL APPRAISAL DISTRICT BOARD
OF DIRECTORS FOR THE TERM OF OFFICE BEGINNING JANUARY 1, 2024, AND
ENDING DECEMBER 31, 2025; ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, on October 12, 2023, the City Council made nominations to the Gonzales Central Appraisal District Board of Directors as required by Sec. 6.03 of the Texas Property Tax code; and

WHEREAS, as per Sec. 6.03 of the Texas Property Tax Code a governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships; and

WHEREAS, as per statute before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted; and

WHEREAS, the City received the “Official Ballot” dated October 27, 2023, before the deadline with the following names included: Frank “Bud” Box; Lauren Clampit; Briana Dominguez; Sandra Gordon; Sue Gottwald; Josh Gray; Jeff Harvey; Craig Hines; Ryan Mills; D’Anna Robinson and Shannon Smith; 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 met in open session to discuss casting votes for election to the board of directors of the Gonzales Central Appraisal District; and

WHEREAS, the City Council hereby cast votes for five of the eleven candidates on the “Official Ballot” to serve on the Gonzales Central Appraisal District Board of Directors for two year terms.

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 cast votes for _____, _____, _____ and _____ to the Gonzales Central Appraisal District Board of Direction for two year term beginning January 1, 2024, and ending December 31, 2025.

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 9th day of November 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

October 27, 2023

OFFICIAL BALLOT

The following persons were nominated to serve on the Gonzales County Appraisal District Board of Directors for a term of office beginning January 1, 2024 and ending December 31, 2025.

- | | |
|---------------------|---------------------|
| 1. Frank "Bud" Box | 7. Jeff Harvey |
| 2. Lauren Clampit | 8. Craig Hines |
| 3. Briana Dominguez | 9. Ryan Mills |
| 4. Sandra Gorden | 10. D'Anna Robinson |
| 5. Sue Gottwald | 11. Shannon Smith |
| 6. Josh Gray | |

Sandra Gorden and Craig Hines have authorized the Chief Appraiser to inform the taxing entities entitled to vote that they do not wish to remain on the Board of Directors starting with tax year 2024.

All votes must be cast by written resolution and returned to the Chief Appraiser of the Gonzales Central Appraisal District by December 15, 2023.

Sincerely,

A handwritten signature in cursive script, reading "John H. Liford". The signature is written in dark ink and is positioned above the printed name and title.

John H. Liford, Chief Appraiser
Gonzales Central Appraisal District

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

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-138 Authorizing the City Manager to Execute an Interlocal Cooperation Agreement and Lease Agreement with Victoria College

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The five-year agreement with the Victoria College expired August 31, 2023. The City Manager has met with staff from Victoria College and both parties have come to an agreement regarding the terms of the new lease. City Staff proposes a five-year agreement with the following modified terms from the last existing agreement:

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. The agreements with Victoria College serve a mutual and joint interest of our community and citizens and is further authorized pursuant to Chapter 791 of the Texas Government Code.

FISCAL IMPACT:

Unknown

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of the Interlocal and Lease Agreement with Victoria College.

RESOLUTION NO. 2023-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION CONTRACT AND LEASE AGREEMENT BETWEEN VICTORIA COLLEGE AND THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, community efforts from the school board and the city established the college over 15 years ago; and

WHEREAS, the College currently operates Victoria College Gonzales Center using the land and buildings located at 424 E. Sarah Dewitt, 604 E. Sarah Dewitt, 1710 St. Paul and 1828 St. Paul; and

WHEREAS, the most recent Interlocal Cooperation Contract and Lease Agreement between Victoria College Gonzales Center and the City of Gonzales was executed in August of 2018 and is in need of renewal; and

WHEREAS, the original lease with Victoria College was executed on September 1, 2006, and was renewed multiple times, with the most recent lease agreement expiring on August 31, 2023; and

WHEREAS, the City Manager has engaged in discussions with Victoria College staff and come to an agreement regarding the modified terms; and

WHEREAS, the City Council hereby finds that entering into an Interlocal Cooperation Contract and Lease Agreement between Victoria College and the City of Gonzales 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 authorizes the City Manager to execute an Interlocal Cooperation Contract and Lease Agreement between Victoria College and the City of Gonzales 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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-139 Authorizing the Gonzales Little League to construct a batting cage on City property located at the Independence Park Little League Fields

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has provided the baseball fields for Gonzales Little League for many years. The City of Gonzales and Gonzales Little League execute an agreement annually for the use of the fields. Within the agreement, the city provides 30,000 gallons of water per month at no charge, routine maintenance and groundskeeping. The Gonzales Little League will be responsible to pay the metered electricity and improvements. However, if the Little League makes improvements in the amount of \$2,000.00 and invoices are submitted, the electric fees will be waived. Gonzales Little League uses the fields from mid-January through July 31, 2024. The Little League requested city consideration of a \$10,000.00 contribution towards the project. However, during the current fiscal year, there were no moneys specifically budgeted for this particular project. Regardless, if the City was or was not able to contribute any funds to the project, The Gonzales Little League stated that it will still move forward. The Gonzales Little League received a quote for the installation of the batting cages for a total amount of \$37,012.33. Once the installation is completed, the batting cages will be insured under the City's property coverage, and premiums paid by the city. The Little League will provide routine maintenance to the cages when needed.

Once the new batting cages are installed, the City of Gonzales will remove the old cages since they are in a state of disrepair.

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:

The approximate total cost to the Gonzales Little League for this project will be \$37,012.33. The cost the city will incur will be in-kind costs for city staff to remove the existing batting cage, which will take approximately six employees one week to complete the task, the approximate in-kind contribution would be \$6,000.00 in labor costs.

ATTACHMENTS

Gonzales Little League scope of work and pricing report.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-139

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS
AUTHORIZING THE GONZALES LITTLE LEAGUE TO CONSTRUCT A BATTING
CAGE ON CITY PROPERTY LOCATED AT THE INDEPENDENCE PARK LITTLE
LEAGUE FIELDS ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, The Gonzales Little League wishes to construct a batting cage on city property located at the Independence Park Little League Field be used for Gonzales Little League participants for baseball and softball players; and

WHEREAS, annually the City of Gonzales and Gonzales Little League executes a facility use agreement for the use Little League Fields located at Independence Park; and

WHEREAS, annually city tax dollars go towards funding the maintenance and utilities provided at the facilities at no charge to the Gonzales Little League; and

WHEREAS, the estimated to cost for the Gonzales Little League to install the batting cages is approximately \$37,012.33; and

WHEREAS, if six employees took one week to complete the task to remove the existing batting cage at forty hours a week, the in-kind contribution for the city would be approximately \$6,000.00; 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 Council hereby finds that the authorizing the Gonzales League permission for the installation of batting cages on City property located Independence Park and authorizing the City's financial contribution to the project serves a public purpose and is in the best interest of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Gonzales Little League to construct a batting cage at Independence Park Little League fields and approves the City's financial contribution to the project.

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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



Gonzales Little League

PO Box 327

Gonzales, TX 78629

Dear City Council,

I am writing to express our community's enthusiasm and need for a new batting cage at our beloved independence park. As a dedicated member of the local Little League, I would like to humbly request your support in funding this project, which has the potential to greatly benefit our community. As you know, our organization has faced adversity. With dedication and determination, we have been able to restore our organization and get it back to where it needed to be. Between 2022 and 2023 we invested a little over \$16,196.00 in renovations to the fields and facility.

Our proposal for a new batting cage has received positive feedback from the community, and we have obtained bids indicating that the project will cost approximately \$37,012.33. While our organization is prepared to contribute a substantial amount toward this endeavor, we kindly request the city's consideration of a \$10,000 contribution to help make this project a reality. Here are several compelling reasons why investing in this new batting cage will significantly benefit our community:

Enhancing Youth Development: The Little League program in Gonzales has been a cornerstone of youth sports in our city for many years. A new batting cage will provide young athletes with a safer and more productive environment for developing their skills

Community Engagement: The addition of a modern batting cage will attract more families and visitors to Gonzales. It will serve as a gathering place for our youth, increasing the usage of the fields and fostering community connections.

Safety and Quality: The existing facilities are aging and not up to modern safety standards. Investing in a new batting cage will help protect our young athletes from potential accidents and injuries, ensuring their well-being while practicing.

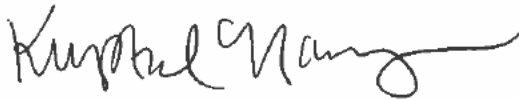
Economic Impact: A vibrant sports facility draws attention to our city. Tournaments and games held at independence park can bring in visitors, boosting local businesses and the city's economy.

Long-term Value: A new batting cage represents a lasting investment in our community. It will serve generations of young athletes, contributing to their physical and social development.

We understand that the city faces many demands on its budget, but we firmly believe that this project aligns with the city's commitment to providing a safe and vibrant environment for its residents, especially its youth.

I kindly request an opportunity to discuss this proposal with you and other members of the City Council to explore ways we can continue to work together to bring this project to fruition. Your support would mean a great deal to Gonzales Little League, the young athletes it serves, and the community at large.

Thank you for considering our request. We look forward to the possibility of creating a positive and lasting impact on the future of our community.

A handwritten signature in black ink, appearing to read 'Krystal Navejar', with a long, sweeping horizontal line extending to the right.

Krystal Navejar

President

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Sold to
4858526
Gonzales Little League
PO Box #327
GONZALES TX 78629
USA

Ship To
10293778
Krystal Navejar
1608 E SARAH DEWITT DR
GONZALES TX 78629-2604
USA

Payer
4858526
Gonzales Little League
PO Box #327
GONZALES TX 78629
USA

Quote

Cart #: 110506-
Purchase Order #: Batting Cage Netting
Cart Name: AutoSave Cart
Quote Date: 10/18/2023
Quote Valid-to: 11/17/2023
Payment Terms: NT00
Ship Via:
Ordered By: Krystal Navejar

Item Description	Qty	Unit Price	Total
All Star Nylon Tunnel 55x14x12 Item # - 1245059DS	2 EA	\$ 2,399.99	\$ 4,799.98

Subtotal:	\$4,799.98
Other:	\$0.00
Freight:	\$150.00
Sales Tax:	\$408.37
Order Total:	\$5,358.35
Payment/Credit Applied:	\$0.00
Order Total:	\$5,358.35

ESTIMATE

Lights Out Welding
2030 Mount Pleasant
Kingsbury, TX 78638

mikaela@lightsoutwelding.com
(830)305-0379
www.lightsoutwelding.com



Bill to

Gonzales Little League
820 S. St. Joseph St.
Gonzales, TX 78629 USA

Estimate details

Estimate no.: 2454
Estimate date: 10/17/2023
Expiration date: 10/24/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Welding/Fabrication		1	\$14,450.00	\$14,450.00
		Fabrication and construction of (4) sets of vertical posts with horizontal "up and over" tops to complete 32x62x12' structure for batting cage net, to include:				
		- 4x4x3/16 Galvanized Square Tubing Vertical Upright Columns (x8)				
		- 4x4x3/16 Galvanized Square Tubing Horizontal "Up & Over" Tops (x4)				
2.		Discount		1	\$0.00	\$0.00
		Non-Profit Organization Discount				
		- (-\$4,500) Labor discount applied to quote total at bottom of estimate				
Subtotal						\$14,450.00
Discount						-\$4,500.00
Total						\$9,950.00
Expiry date						10/24/2023

Note to customer

Quote is turn key - all labor and materials included.




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[View Cart \\$6,199.98](#)

MY CART

All-Star Tunnets was added to your shopping cart.

Product Name	Flyer	Unit Price	Qty	Subtotal	Remove
 All-Star Nylon Batting Tunnel 58 x 19 x 12 SKU: 124505905 Add to Cart Ships Truck	8A	\$3,099.99	2	\$6,199.98	

Flyer Code

8A

Certificate Number

Program ID

Keycode

Freight Quote

The freight estimator is temporarily unavailable because we recognize that you're shopping with a promotion code. Your actual freight will be calculated during checkout.

Merchandise Total: **\$6,199.98**

CART TOTAL: \$6,199.98

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formerly Sport Supply Group, Inc.



JAVIER CASTILLO JR
PO BOX 128
HARWOOD, TX 78632
PH: 830.203.9504

QUOTE: 10159	(Valid for 30 Days)	DATE:	October 18, 2023
ISSUED TO: GONZALES LITTLE LEAGUE ATTN: GONZALES, TX 78629 PH: 830.263.3131 EMAIL: KRYSTAL.NAVEJAR@EDWARDJONES.COM		PAYABLE: JRC CONCRETE LLC PO BOX 128 HARWOOD, TX 78632-0128 PH: 830.203.9504 jrc.concrete@yahoo.com	

JOB LOCATION: GONZALES INDEPENDENCE PARK GONZALES, TX 78629
--

SCOPE OF WORK: CONCRETE SLAB: 57 FT X 32 FT X 6 INCH 3/8 REBAR, 12" ON CENTERS *FIELD DIRT PROVIDED BY CJ SAND GRAVEL
--

ESTIMATED TIME FOR PRODUCTIONS: 2 WORKING DAYS

QTY	DESCRIPTION	EACH	TOTAL
1	CONCRETE SLAB 57' X 32' X 5"	15,504.00	15,504.00
			-
			-
			-
			-
		SUBTOTAL	15,504.00
		TOTAL TAX	-
		SHIPPING	-
		TOTAL	15,504.00

TERMS:
TOTAL PAYMENT DUE AFTER COMPLETION OF WORK.
BY MY SIGNATURE, I AUTHORIZE WORK TO BEGIN AND AGREE TO PAY THE ABOVE AMOUNT IN FULL ACCORDING TO THE TERMS ON THIS AGREEMENT.

AUTHORIZED BY:	DATE:
-----------------------	--------------

Thank You For Your Business!

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-140 Authorizing the Gonzales Golf Association Inc. to install curbing at the Gonzales Independence Golf Course with the total cost of the curbing project being incurred by the Gonzales Golf Association Inc.

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In June of 2021 the Gonzales Golf Association, Inc. paid for the entire project done by G&M Concrete Solutions out of Martindale, Tx., the project included concrete slab and curbing around the golf clubhouse. The Gonzales Golf Association Inc is looking forward to taking on another project at Gonzales Independence Golf course with City Council approval. The curbing project would not only enhance the aesthetics of the golf course but would prevent golf carts from driving in unwanted areas, as well as keep the staff from having to move ropes and stakes every time they need to mow. The scope of the job is approximately 562 linear feet of 6-inch curbing that would go along the cart path at the tee boxes of holes numbers 4, 5, 6, as well as some curbing in the low area left of hole number 7 green. The reason for the curbing near the tee boxes is to keep carts off the tee boxes and other near grounds, The area east of number 7 tends to get wet from rains and holds standing water/mud in which we are hoping to keep golf carts from driving on. Gonzales Golf Association Inc has received a quote from G&M Concrete Solutions, and they have quoted the same price for curbing as they did back in 2021, which is \$10.00 per linear foot, resulting in a total job cost of \$5,620.00. All costs would be incurred by the Gonzales Golf Association Inc., a non-profit organization, should the City Council approve the request.

POLICY CONSIDERATIONS:

It is consistent with current policy to approve and accept any improvements that will be made to City of Gonzales property.

FISCAL IMPACT:

The approximate total cost to the Gonzales Golf Association, Inc for this project will be \$5,620.00. At this time the City is not aware of any contributions to the project that the City will incur.

ATTACHMENTS

Google pictures of curbing project at the golf course.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE GONZALES GOLF ASSOCIATION INC. TO INSTALL CURBING AT THE GONZALES INDEPENDENCE GOLF COURSE WITH THE TOTAL COST OF THE CURBING PROJECT BEING INCURRED BY THE GONZALES GOLF ASSOCIATION INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Golf Association, Inc. has approached city staff for permission to install curbing at the Independence Golf Course which is city property; and

WHEREAS, this project was estimated to cost the Gonzales Golf Association, Inc. approximately \$5,620.00 for 562 linear feet of curbing around tee boxes on holes 4, 5, 6 & 7; and

WHEREAS, the Gonzales Golf Association Inc. will be responsible for the installation costs of the curbing; and

WHEREAS, the City Council hereby finds that the authorizing the Gonzales Golf Association permission for the installation of the curbing around tee boxes on holes 4, 5, 6 & 7 on City property located at the Gonzales Independence Golf Course is in the best interest of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Gonzales Golf Association, Inc. to install curbing at the Gonzales Independence Golf Course with the total cost of the curbing project being incurred by the Gonzales Golf Association Inc.

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 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-141 Authorizing the City Manager to execute an Encroachment Agreement with Kirk Mahon

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Kirk Mahon has requested a 10 foot encroachment agreement for his property at 219 Thornton, for a portion of an existing structure that is encroaching on city right-of-way.

POLICY CONSIDERATIONS:

The City of Gonzales has the authority to grant encroachment agreements for existing improvements that encroach on city right-of-way.

FISCAL IMPACT:

There are no associated fees or payments with this request.

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this resolution.

RESOLUTION NO. 2023-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENCROACHMENT AGREEMENT WITH KIRK MAHON; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the CITY OF GONZALES, a Texas Municipal Corporation (hereinafter referred to as "Permitter") with an address of 820 St. Joseph Street, Gonzales, TX 78629, is the owner of an existing 2.65 acre tract of land as specified in Volume 650, Page 798, recorded in the Real Property Records of Gonzales County, Texas (hereinafter referred to as "Permitter's Land"), a copy of which is attached hereto and fully incorporated by reference herein as Exhibit A; and

WHEREAS, Kirk David Mahon, as Independent Executor to Kirk Davis Mahon, with a mailing address 6710 Chevy Chase Ave., Dallas, TX 75225 (hereinafter referred to as "Permittee") is the current owner of an adjacent 0.275 acre tract of land with an existing improvement encroaching ten (10") foot onto Permitter's Land as shown on the attached survey, which is fully incorporated by reference herein as Exhibit B; and

WHEREAS, Permittee has requested permission to permanently encroach upon portions of Permitter's Land for the existing improvement described as a single story secondary building for residential accessory building use, and more particularly described in Exhibit B, attached hereto and made a part hereof, within a portion of Permitter's Land (hereinafter referred to as the "Encroachment", whether one or more); and

WHEREAS, Permitter has reviewed Exhibit B for the Encroachment and agrees to allow the Encroachment to continue subject to the terms and conditions of this Encroachment Agreement ("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 hereby approves the Encroachment Agreement with Kirk Mahon attached hereto as Attachment A and authorizes the execution of said Agreement by the City Manager.

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

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

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

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

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

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

Section 8. This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

PASSED AND APPROVED this 9th day of November, 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

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

ENCROACHMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GONZALES §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the CITY OF GONZALES, a Texas Municipal Corporation (hereinafter referred to as "Permittor") with an address of 820 St. Joseph Street, Gonzales, TX 78629, is the owner of an existing 2.65 acre tract of land as specified in Volume 650, Page 798, recorded in the Real Property Records of Gonzales County, Texas (hereinafter referred to as "Permittor's Land"), a copy of which is attached hereto and fully incorporated by reference herein as Exhibit A; and

WHEREAS, Kirk David Mahon, as Independent Executor to Kirk Davis Mahon, with a mailing address of 6710 Chevy Chase Ave., Dallas, TX 75225 (hereinafter referred to as "Permittee") is the current owner of an adjacent 0.275 acre tract of land with an existing improvement encroaching ten (10") foot onto Permittor's Land as shown on the attached survey, which is fully incorporated by reference herein as Exhibit B; and

WHEREAS, Permittee has requested permission to permanently encroach upon portions of Permittor's Land for the existing improvement described as a single story secondary building for residential accessory building use, and more particularly described in Exhibit B, attached hereto and made a part hereof, within a portion of Permittor's Land (hereinafter referred to as the "Encroachment", whether one or more); and

WHEREAS, Permittor has reviewed Exhibit B for the Encroachment and agrees to allow the Encroachment to continue subject to the terms and conditions of this Encroachment Agreement ("Agreement").

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars, and of the premises and covenants hereof contained and incorporated herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. The Encroachment granted herein shall be for the sole purpose of allowing the current improvement, including minor repair and maintenance (collectively "Improvement"), but shall not be construed as allowing the expansion or extension, either vertically or horizontally, of the Improvement on Permittor's Land.
2. In the event of the destruction or damage of fifty (50%) or more of the existing Improvement, Permittee shall not be allowed to replace or reconstruct said Improvement

on the Permitter's Land and said Encroachment Agreement shall automatically terminate. Permitter may take any steps necessary to properly record said termination without the notice and consent of Permittee.

3. Permittee shall have all rights necessary for the full use granted herein including the repair and maintenance, of the Improvement on Permitter's Land. None of the aforementioned Permittee rights shall conflict or interfere with Permitter's rights. Ingress and egress to Permitter's Land and movement within Permitter's Land is limited to a ten (10") foot wide perimeter around the exterior of the Improvement.
4. Permitter may use the Permitter's Land for any and all purposes.
5. Nothing in this Agreement shall be construed as a grant or assignment of any of Permitter's rights in Permitter's Land, or a conveyance of any property, specified above and this Agreement shall in no way limit or impair said rights.
6. Permittee shall give Permitter at least seven (7) business days' advance written notice before commencing any maintenance, removal, or repair to Permittee's Improvement in order that Permitter shall have an opportunity to have an inspector or representative present during the time such activities are carried out. Notice is to be given to the following individual at the listed address and phone number (which can be changed with prior notice to Permittee):

City of Gonzales
Attn: Timothy Crow
820 St. Joseph Street
Gonzales, Texas 78629
(830) 672-2815

7. Any changes in the nature or use of the Encroachment shall require the prior written approval of Permitter.
8. Any other encroachments on, disturbances of, or excavations within Permitter's Land that are not part of the Encroachment contemplated under this Agreement are forbidden unless permitted by a separate fully executed agreement, and, without waiving Permitter's rights hereunder or otherwise, if such encroachments are initiated by Permittee, without or prior to the execution of a new encroachment agreement or an amendment to this Agreement, such actions by Permittee shall be governed by this Agreement until the parties enter into a separate encroachment agreement or an amendment to this Agreement. Permittee will not excavate, nor permit others to excavate, on Permitter's Land. Permittee shall at all times maintain the Encroachment in a safe condition. Permittee shall not be permitted to store equipment, materials or chemicals within Permitter's Land.
9. Permittee agrees that it is in compliance with and shall continue to comply with all applicable laws and regulations relating to its activities hereunder.
10. During the term of this Agreement, including the period thereafter until Permittee's Encroachment is removed or relocated, Permittee shall carry a minimum of insurance

coverage on the Improvement, as agreed to by the Permittor.

- 11. PERMITTEE SHALL PROTECT RELEASE, INDEMNIFY, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, FINES, PENALTIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREFTER AS "CLAIMS"), INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGES, POLLUTION OR CONTAMINATION), AND INJURY TO OR DEATH OF ANY PERSONS, IN ANY WAY ARISING OUT OF, CONNECTED WITH, RELATING TO, OR RESULTING FROM THE EXERCISE OF ANY OF THE RIGHTS IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE ENCROACHMENT, OR ANY BREACH OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING ON BEHALF OF PERMITTEE**

NOTHING HEREIN SHALL REQUIRE PERMITTEE TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S WILLFUL MISCONDUCT.

12. This Agreement shall be a covenant running with the land in which the Encroachment lies.
13. Permittee may not assign its rights hereunder without prior written notice to and consent of Permittor of such assignment. The provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.
14. This Agreement shall be construed and applied under, and in accordance with, the laws of the State of Texas. Venue of any suit to construe and/or enforce this Agreement shall be in the County(s) in which the lands described in this Agreement are located or in the federal court with jurisdiction over such county if the suit involved federal laws.
15. Permittee accepts the property "AS IS" and "WITH ALL FAULTS" and Permittor specifically disclaims any and all warranties, express or implied, including but not limited to any warranty of fitness of the property for any purpose.
16. Permittee is prohibited from storing Household Hazardous Waste in or on Permittor's Land, as more fully defined in Tex. Health & Safety Code Chapter 361.

17. Permittor and Permittee each acknowledge that there are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter of this Agreement that are not fully expressed herein.

18. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, when taken together, shall constitute one and the same instrument. Signature pages from each counterpart may be combined to avoid duplication of pages.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the ____ day of _____, 2023.

PERMITTOR

By: _____

Printed: _____

Title: _____

PERMITTEE

By: _____

Printed:

Title:

(Acknowledgements on next page)

STATE OF TEXAS §
 §
COUNTY OF GONZALES §

Before me, a Notary Public in and for said County and State, on this day personally appeared, Timothy Crow, the City Manager for the City of Gonzales and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public

My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, a Notary Public in and for said County and State, on this day personally appeared, _____, the _____ of _____, and acknowledged to me that _____ executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT “A”

(City’s Land)

Exhibit B
(Location and Identification of Encroachment)

ORIGINAL OUTER TOWN OF GONZALES
PART OF LOT NO. 2, RANGE NO. 1
EAST OF WATER STREET
CITY OF GONZALES
GONZALES COUNTY, TEXAS

CITY OF GONZALES
2.65 ACRES
650 / 798 D.R.

RC=546.60' L=233.98'
LC=232.19' LCB=N 44°37'48" E

**0.275
ACRES**

ELIZABETH GARCIA
930 / 837 D.R.
(DESCRIBED IN
871 / 174 D.R.)



S 68°44'38" W 211.93'
THORNTON STREET



- G.P.S. GRID NORTH
- LEGEND
- 5/8" IRON ROD FOUND
 - BOLT FOUND
 - ⊙ PK NAIL SET W/ WASHER MARKED GONZALES FIRST SHOT SURV
 - 5/8" IRON ROD SET W/ RED PLASTIC CAP MARKED GONZALES FIRST SHOT SURV
 - ELECTRIC LINE
 - BOARD FENCE
 - O.R. OFFICIAL RECORDS

NOTE: ALL FOUND MONUMENTS DESCRIBED WITH HEIGHT ABOVE GROUND OR BELOW GROUND INDICATED WITH A +#, 0, OR -#

PLAT SHOWING all that certain tract of 0.275 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of Lot No. 2, Range No. 1, East of Water Street, in the Original Outer Town of Gonzales, more particularly being described in Special Warranty Deed dated May 30, 2014, executed by Kirk Davis Mahon as Independent Executor to Kirk Davis Mahon, recorded in Volume 1165, Page 486, of the Official Records of Gonzales County.

The undersigned does hereby certify that this survey was this day made AUGUST 16, 2023, on the ground of the property, legally described hereon and is correct; and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, visible encroachments, overlapping of improvements, easements or apparent rights-of-way, except as shown hereon, and said property has access to and from dedicated roadway, except as shown hereon.

SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397



GONZALES FIRST SHOT SURVEYING, L.L.C.
409 ST. GEORGE STREET
GONZALES, TEXAS 78629
830-672-6585 FIRM# 10172000

SCALE: 1" = 20'	DATE: 08/16/23	SIZE: 11x17
DRAWN: GAB	CHECKED:	JOB: S23-179

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-142 Authorizing the City Manager to negotiate and execute Interlocal Agreement with Texas Department of Public Safety - Driver License Division for the use of City property located at 415 Saint Matthew

DATE: November 9, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Texas Department of Public Safety - Driver License Division has requested a license agreement for the exclusive use of surface lot, grounds, and paved lots and driveways owned by the City, located at 415 Saint Matthew Street. Texas Department of Public Safety - Driver License Division request access to place a temporary modular building on this site to conduct business operations.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The City of Gonzales will not incur any additional costs to allow the Texas Department of Public Safety-Driver License Division the use of the property located at 415 St. Matthew.

STAFF RECOMMENDATION:

Staff respectfully recommend approval of this resolution.

RESOLUTION NO. 2023-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY - DRIVER LICENSE DIVISION FOR THE USE OF CITY PROPERTY LOCATED AT 415 SAINT MATTHEW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Department of Public Safety - Driver License Division is requesting the use of City property described as 415 Saint Matthew to locate a temporary modular building to conduct business operations; and

WHEREAS, Texas Department of Public Safety - Driver License Division will use this property and the improvements thereon solely for Department of Public Safety exercising and of its lawful functions; and

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

WHEREAS, the agreement is effective on the execution date and will terminate one (1) year from that date, with the option to be renewed by mutual consent by either party by forwarding the written notice to the other party of such intent no less than thirty (30) days prior to expiration of agreement; and

WHEREAS, Texas Department of Public Safety shall be responsible for costs associated with utilities, electricity, gas, water, and janitorial services; and

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the interlocal agreement with Texas Department of Public Safety - Driver License Division is in the best interest of the City and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby approves the Interlocal Agreement with Texas Department of Public Safety - Driver License Division attached hereto as Exhibit A and authorizes the execution and negotiation of said Agreement by the City Manager.

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

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

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

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

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

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

Section 8. This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

PASSED AND APPROVED this 9th day of November 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

INTERLOCAL COOPERATION CONTRACT
Between the Texas Department of Public Safety and City of Gonzales

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety of the State of Texas (DPS) and the City of Gonzales (City) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the services agreed upon by the authority granted in Texas Government Code Chapter 411.

City certifies that it has the authority to contract for the services agreed upon by the authority granted in Local Government Code Chapter 262.

II. BACKGROUND AND PURPOSE

The purpose of this Contract is to provide DPS Driver License Division the exclusive use of surface lot, grounds, and paved lots and driveways owned by the City, located 415 St. Matthews Street, Gonzales, Texas, 78629, further described as (Premises). DPS Driver License will place a temporary modular building on this site to conduct business operations.

III. STATEMENT OF SERVICES

DPS will perform or understands the following.

- A. DPS will use the Premises and the improvements thereon solely for DPS exercising any of its lawful functions. However, DPS will not sublease or reassign its use of the Premises.
- B. DPS agrees that in exchange for the use and occupancy of the Premises, DPS will, under this contract, maintain and keep secure said Premises.
- C. DPS acknowledges that City is providing DPS with the right to use the Premises "as is" with all faults, including but not limited to any and all pollutants, asbestos, underground storage tanks, and/or any other hazardous materials and that City has not made any representations or warranties as to the condition of such Premises.
- D. DPS will be solely responsible for the management, accountability, and maintenance of all DPS installed security equipment and property placed on the Premises.
- E. DPS shall be responsible for costs associated with utilities, electricity, gas, water, and janitorial services.

City will perform or understands the following.

- A. DPS requires 24-hour access to the Premises, including restrooms.
- B. DPS requires a lockable, exclusive use, Americans with Disabilities Act (ADA)-compliant room.
- C. DPS requires permission to install security camera(s).
- D. DPS requires telephone and internet line and service.
- E. City shall provide connection to utilities, electricity, gas, and water.
- F. DPS requires sufficient parking to accommodate DPS personnel.
- G. City shall maintain the grounds, mowing and tree trimming on the grounds of the Premises.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

City is providing the use of all Premises at zero cost to DPS.

V. TERM OF CONTRACT AND AMENDMENTS

The contract term is effective on the execution date and will terminate one (1) year from that date. The contract may be renewed by mutual consent by either party by forwarding the written notice to the other party of such intent no less than thirty (30) days prior to the expiration of this agreement. Additionally, this contract may be amended by mutual written agreement of the parties.

The contract may be terminated at any time by either party with written notification with thirty (30) calendar days written notice.

VI. NOTICE

The respective party will provide any required notice, as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

If to DPS:

Department of Public Safety
Jessica Warren, Director of Facilities Management and Operations
Infrastructure Operations Division
P.O. Box 4087 MSC 0255, Austin, Texas 78773-0001
Telephone: (512) 424-2584
Email: Jessica.Warren@dps.texas.gov

With a copy to:

Department of Public Safety, Facilities Leasing Email: FacilitiesLease@dps.texas.gov

If to City:

City of Gonzales, City Manager, Timothy L. Crow

820 St. Joseph Street, Gonzales, Texas 78629 Telephone: (830) 672-9551

Email: citymanager@gonzales.texas.gov

VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the parties are stated within the contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

City of Gonzales Authorized Representative <i>Timothy L. Crow</i> <i>City Manager</i>
Signature of Authorized Representative Date:

Department of Public Safety of the State of Texas Authorized Representative <i>Walt Goodson</i> <i>Deputy Director, Law Enforcement Services</i>
Signature of Authorized Representative Date:

FINANCIAL REPORTS FOR FUNDS AS OF 10/30/2023

CASH & INVESTMENT BY FUND AS OF 10/30/2023

QUARTERLY INVESTMENT REPORT AS OF 9/30/2023

GRANT REIMBURSEMENTS PENDING UPDATE:

\$307,940.68 on the Texas Heroes Square grant project

\$985.00 on the Edwards Association grant project

\$87,634.85 on the Tinsley Creek mitigation grant project

\$396,560.53 TOTAL

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: OCTOBER 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	3,136,922.00	209,320.01	209,320.01	6.67	0.00	2,927,601.99
402-FRANCHISE REVENUE	1,904,888.00	36,084.42	36,084.42	1.89	0.00	1,868,803.58
403-LICENSE/FEE/PERMITS	106,325.00	4,963.67	4,963.67	4.67	0.00	101,361.33
404-PARKS FEES REVENUE	362,565.00	37,503.84	37,503.84	10.34	0.00	325,061.16
405-MUNICIPAL COURT REVEN	51,531.00	5,572.74	5,572.74	10.81	0.00	45,958.26
406-MISCELLANEOUS REVENUE	726,196.00	37,637.35	37,637.35	5.18	0.00	688,558.65
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	75,000.00	0.00	0.00	0.00	0.00	75,000.00
409-OTHER FINANCING REVEN	11,410.00	15,810.00	15,810.00	138.56	0.00	(4,400.00)
410-TRANSFERS	3,019,873.00	0.00	0.00	0.00	0.00	3,019,873.00
*** TOTAL REVENUES ***	9,394,710.00	346,892.03	346,892.03	3.69	0.00	9,047,817.97
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	92,312.00	9,216.73	9,216.73	9.98	0.00	83,095.27
102-CITY MANAGER DEPART	199,681.00	13,917.32	13,917.32	7.30	651.00	185,112.68
103-COMMUNITY DEVELOPMENT	68,406.00	2,269.48	2,269.48	3.32	0.00	66,136.52
104-NON-DEPARTMENTAL	388,877.00	67,041.29	67,041.29	19.68	9,484.33	312,351.38
105-MAIN STREET DEPARTMEN	130,709.00	7,252.39	7,252.39	5.55	0.00	123,456.61
107-BUILDING MAINTENANCE	291,321.00	26,850.78	26,850.78	9.22	0.00	264,470.22
108-CITY SECRETARY DEP	264,407.00	13,433.35	13,433.35	5.08	0.00	250,973.65
109-FINANCE DEPARTMENT	605,583.00	62,385.85	62,385.85	10.50	1,175.31	542,021.84
201-PARKS DEPARTMENT	739,238.00	48,694.28	48,694.28	6.59	0.01	690,543.71
202-SWIMMING POOL DEPARTM	36,573.00	415.00	415.00	1.13	0.00	36,158.00
204-RECREATION DEPARTMENT	21,270.00	313.00	313.00	1.47	0.00	20,957.00
206-INDEPENDENCE GOLF CO	322,316.00	21,627.52	21,627.52	6.71	0.00	300,688.48
301-FIRE DEPARTMENT	1,537,690.00	121,657.90	121,657.90	14.21	96,771.96	1,319,260.14
501-POLICE DEPARTMENT	2,850,480.00	300,029.20	300,029.20	11.02	14,103.50	2,536,347.30
504-ANIMAL CONTROL DEPART	200,733.00	17,239.57	17,239.57	8.59	0.00	183,493.43
550-MUNICIPAL COURT DEPT.	123,624.00	9,919.64	9,919.64	8.02	0.00	113,704.36
602-AIRPORT DEPARTMENT	121,054.00	8,591.81	8,591.81	7.10	0.00	112,462.19
603-STREETS DEPARTMENT	698,051.00	206,786.58	206,786.58	30.35	5,047.82	486,216.60
650-LIBRARY DEPARTMENT	325,951.00	22,232.11	22,232.11	6.82	0.00	303,718.89
660-MUSEUM DEPARTMENT	115,161.00	5,969.62	5,969.62	5.18	0.00	109,191.38
*** TOTAL EXPENDITURES ***	9,133,437.00	965,843.42	965,843.42	11.97	127,233.93	8,040,359.65
** REVENUES OVER(UNDER) EXPENDITURES **	261,273.00	(618,951.39)	(618,951.39)	285.60-	(127,233.93)	1,007,458.32

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: OCTOBER 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	670,850.00	56,783.00	56,783.00	8.46	0.00	614,067.00
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	670,850.00	56,783.00	56,783.00	8.46	0.00	614,067.00
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EXPENDITURE SUMMARY						
203-JB WELLS PARK	932,121.00	45,439.67	45,439.67	4.87	(0.01)	886,681.34
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*** TOTAL EXPENDITURES ***	932,121.00	45,439.67	45,439.67	4.87	(0.01)	886,681.34
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(261,271.00)	11,343.33	11,343.33	4.34-	0.01	(272,614.34)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: OCTOBER 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	10,932,943.00	1,177,347.94	1,177,347.94	10.77	0.00	9,755,595.06
750-REVENUE COLLECTION	279,302.00	2,276.87	2,276.87	0.82	0.00	277,025.13
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	11,212,245.00	1,179,624.81	1,179,624.81	10.52	0.00	10,032,620.19
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,723,680.00	112,988.17	112,988.17	10.86	1,051,143.32	9,559,548.51
750-REVENUE COLLECTIONS	321,669.00	40,508.86	40,508.86	12.59	0.00	281,160.14
809-HYDRO PLANT CONST.	147,700.00	0.00	0.00	0.00	0.00	147,700.00
*** TOTAL EXPENDITURES ***	11,193,049.00	153,497.03	153,497.03	10.76	1,051,143.32	9,988,408.65
** REVENUES OVER (UNDER) EXPENDITURES **	19,196.00	1,026,127.78	1,026,127.78	130.32-	(1,051,143.32)	44,211.54

C I T Y O F G O N Z A L E S
F I N A N C I A L S T A T E M E N T
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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	3,208,440.00	308,819.56	308,819.56	9.63	0.00	2,899,620.44
*** TOTAL REVENUES ***	3,208,440.00	308,819.56	308,819.56	9.63	0.00	2,899,620.44
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	3,192,759.00	75,015.83	75,015.83	2.56	6,676.49	3,111,066.68
*** TOTAL EXPENDITURES ***	3,192,759.00	75,015.83	75,015.83	2.56	6,676.49	3,111,066.68
** REVENUES OVER(UNDER) EXPENDITURES **	15,681.00	233,803.73	233,803.73	448.42	(6,676.49)	(211,446.24)

C I T Y O F G O N Z A L E S
F I N A N C I A L S T A T E M E N T
A S O F : O C T O B E R 3 1 S T , 2 0 2 3

230-WASTEWATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,741,600.00	131,604.04	131,604.04	7.56	0.00	1,609,995.96
731-W/W GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	1,741,600.00	131,604.04	131,604.04	7.56	0.00	1,609,995.96
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,541,943.00	89,291.62	89,291.62	5.79	43.53	1,452,607.85
731-W/W GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	1,541,943.00	89,291.62	89,291.62	5.79	43.53	1,452,607.85
** REVENUES OVER(UNDER) EXPENDITURES **	199,657.00	42,312.42	42,312.42	21.17	(43.53)	157,388.11

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: OCTOBER 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	876,750.00	70,481.10	70,481.10	8.04	0.00	806,268.90
*** TOTAL REVENUES ***	876,750.00	70,481.10	70,481.10	8.04	0.00	806,268.90
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	850,468.00	26,291.91	26,291.91	3.09	0.00	824,176.09
*** TOTAL EXPENDITURES ***	850,468.00	26,291.91	26,291.91	3.09	0.00	824,176.09
** REVENUES OVER(UNDER) EXPENDITURES **	26,282.00	44,189.19	44,189.19	168.13	0.00	(17,907.19)

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: OCTOBER 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.	828,200.00	0.00	0.00	0.00	0.00	828,200.00
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*** TOTAL REVENUES ***	828,200.00	0.00	0.00	0.00	0.00	828,200.00
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EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	815,200.00	500.00	500.00	0.06	0.00	814,700.00
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*** TOTAL EXPENDITURES ***	815,200.00	500.00	500.00	0.06	0.00	814,700.00
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** REVENUES OVER (UNDER) EXPENDITURES **	13,000.00	(500.00)	(500.00)	3.85-	0.00	13,500.00
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2023

500-HOTEL/MOTEL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
811-HOTEL/MOTEL	575,000.00	49,362.20	49,362.20	8.58	0.00	525,637.80
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 ***	575,000.00	49,362.20	49,362.20	8.58	0.00	525,637.80
EXPENDITURE SUMMARY						
811-HOTEL MOTEL	603,284.00	18,288.30	18,288.30	3.03	0.00	584,995.70
*** TOTAL EXPENDITURES ***	603,284.00	18,288.30	18,288.30	3.03	0.00	584,995.70
** REVENUES OVER (UNDER) EXPENDITURES ** (28,284.00)		31,073.90	31,073.90	109.86-	0.00	(59,357.90)

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: OCTOBER 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	2,500.00	648.07	648.07	25.92	0.00	1,851.93
*** TOTAL REVENUES ***	2,500.00	648.07	648.07	25.92	0.00	1,851.93
EXPENDITURE SUMMARY						
812-MEMORIAL MUSEUM	9,000.00	0.00	0.00	0.00	0.00	9,000.00
*** TOTAL EXPENDITURES ***	9,000.00	0.00	0.00	0.00	0.00	9,000.00
** REVENUES OVER(UNDER) EXPENDITURES ** (6,500.00)	648.07	648.07	9.97-	0.00	(7,148.07)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: OCTOBER 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	4,300.00	0.00	0.00	0.00	0.00	4,300.00
*** TOTAL REVENUES ***	4,300.00	0.00	0.00	0.00	0.00	4,300.00
EXPENDITURE SUMMARY						
813-FORFEITURES	20,500.00	0.00	0.00	0.00	0.00	20,500.00
*** TOTAL EXPENDITURES ***	20,500.00	0.00	0.00	0.00	0.00	20,500.00
** REVENUES OVER(UNDER) EXPENDITURES ** (16,200.00)	0.00	0.00	0.00	0.00	(16,200.00)

C I T Y O F G O N Z A L E S
F I N A N C I A L S T A T E M E N T
A S O F : O C T O B E R 3 1 S T , 2 0 2 3

503-MUNICIPAL COURT

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
814-MUNICIPAL COURT	2,350.00	0.00	0.00	0.00	0.00	2,350.00
*** TOTAL REVENUES ***	2,350.00	0.00	0.00	0.00	0.00	2,350.00
EXPENDITURE SUMMARY						
814-MUNICIPAL COURT	8,000.00	3,471.17	3,471.17	43.39	0.00	4,528.83
*** TOTAL EXPENDITURES ***	8,000.00	3,471.17	3,471.17	43.39	0.00	4,528.83
** REVENUES OVER (UNDER) EXPENDITURES **	(5,650.00)	(3,471.17)	(3,471.17)	61.44	0.00	(2,178.83)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: OCTOBER 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	1,700.00	0.00	0.00	0.00	0.00	1,700.00
*** TOTAL REVENUES ***	1,700.00	0.00	0.00	0.00	0.00	1,700.00
EXPENDITURE SUMMARY						
815-ROBERT LEE BROTHERS	30,600.00	10,013.48	10,013.48	37.61	1,494.31	19,092.21
*** TOTAL EXPENDITURES ***	30,600.00	10,013.48	10,013.48	37.61	1,494.31	19,092.21
** REVENUES OVER (UNDER) EXPENDITURES **	(28,900.00)	(10,013.48)	(10,013.48)	39.82	(1,494.31)	(17,392.21)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2023

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	14,550.00	0.00	0.00	0.00	0.00	14,550.00
*** TOTAL REVENUES ***	14,550.00	0.00	0.00	0.00	0.00	14,550.00
EXPENDITURE SUMMARY						
816-PEG FRANCHISE	75,000.00	0.00	0.00	0.00	0.00	75,000.00
*** TOTAL EXPENDITURES ***	75,000.00	0.00	0.00	0.00	0.00	75,000.00
** REVENUES OVER (UNDER) EXPENDITURES **	(60,450.00)	0.00	0.00	0.00	0.00	(60,450.00)

C I T Y O F G O N Z A L E S
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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	1,135,750.00	88,411.97	88,411.97	7.78	0.00	1,047,338.03
*** TOTAL REVENUES ***	1,135,750.00	88,411.97	88,411.97	7.78	0.00	1,047,338.03
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	2,903,275.00	53,710.61	53,710.61	1.85	87.06	2,849,477.33
*** TOTAL EXPENDITURES ***	2,903,275.00	53,710.61	53,710.61	1.85	87.06	2,849,477.33
** REVENUES OVER (UNDER) EXPENDITURES ** (1,767,525.00)		34,701.36	34,701.36	1.96-	(87.06)	(1,802,139.30)

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
100-GENERAL FUND			
CASH			
100 1-001.000	CASH - GENERAL FUND	211,602.35	
100 1-001.501	CASH-GENERAL FUND RBFCU	0.00	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	126,485.66	
100 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	143,310.95	
TOTAL CASH		481,398.96	
INVESTMENTS			
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		53,426.46
TOTAL INVESTMENTS			53,426.46
POOLED INVESTMENTS			
100 1-104.002	TEXPOOL- GENERAL FUND		2,773,890.22
100 1-104.003	TEXPOOL-CLFRF PART II - ARPA		104,008.98
TOTAL POOLED INVESTMENTS			2,877,899.20
TOTAL 100-GENERAL FUND		481,398.96	2,931,325.66
203-JB WELLS FUND			
CASH			
203 1-001.000	CASH - JB WELLS	(181,666.24)	
TOTAL CASH		(181,666.24)	
TOTAL 203-JB WELLS PARK FUND		(181,666.24)	0.00
210-ELECTRIC FUND			
CASH			
210 1-001.000	CASH - ELECTRIC FUND	139,169.87	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	161,523.00	
TOTAL CASH		300,692.87	

CASH & INVESTMENTS BY FUND

AS OF: OCTOBER 31ST, 2023 OCTOBER 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		2,118,760.96
TOTAL POOLED INVESTMENTS			2,118,760.96
TOTAL 210-ELECTRIC FUND		300,692.87	2,118,760.96
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220-WATER FUND			
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<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	643,666.13	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	27,264.00	
TOTAL CASH			670,930.13
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		2,000,265.41
220 1-104.103	TEXPOOL - CO SERIES 2019		0.00
TOTAL POOLED INVESTMENTS			2,000,265.41
TOTAL 220-WATER FUND		670,930.13	2,000,265.41
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230-WASTEWATER FUND			
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<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	393,295.59	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	300.00	
TOTAL CASH			393,595.59
<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		1,239,614.30
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			1,239,614.30
TOTAL 230-WASTEWATER FUND		393,595.59	1,239,614.30

CASH & INVESTMENTS BY FUND

AS OF: OCTOBER 31ST, 2023

OCTOBER 31ST, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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240-SOLID WASTE			

<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	147,819.77	

	TOTAL CASH	147,819.77	

	TOTAL 240-SOLID WASTE FUND	147,819.77	0.00
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250-DSF PROPRIETARY			

<u>CASH</u>			
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			

<u>CASH</u>			
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			

<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCOUNT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	358,154.71	

	TOTAL CASH	358,154.71	

	TOTAL 400-DSF GOVERNMENT ACTIVITIES	358,154.71	0.00
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CASH & INVESTMENTS BY FUND

AS OF: OCTOBER 31ST, 2023

OCTOBER 31ST, 2023

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

500 1-001.000	CASH - CONTROL ACCOUNT	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	875,240.17	
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		875,240.17	

TOTAL 500-HOTEL/MOTEL FUND		875,240.17	0.00

501-MEMORIAL MUSEUM FUND

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CASH

501 1-001.000	CASH - CONTROL ACCOUNT	0.00	
501 1-001.503	CASH - MUSEUM FUNDS	11,106.17	

TOTAL CASH		11,106.17	

TOTAL 501-MEMORIAL MUSEUM FUND		11,106.17	0.00

502-FORFEITURES

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CASH

502 1-001.000	CASH - CONTROL ACCOUNT	0.00	
502 1-001.504	CASH - FORFEITURES FEDERAL	32,450.25	
502 1-001.505	CASH - FORFEITURES STATE	5,449.82	

TOTAL CASH		37,900.07	

TOTAL 502-FORFEITURE FUND		37,900.07	0.00

503-MUNICIPAL COURT

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CASH

503 1-001.000	CASH - CONTROL ACCOUNT	0.00
503 1-001.505	CASH - MUN CRT CHILD SAFETY	1,130.69
503 1-001.506	CASH - MUN CRT SECURITY	20,055.54
503 1-001.507	CASH - MUN CRT TECH	1,072.54

CASH & INVESTMENTS BY FUND

AS OF: OCTOBER 31ST, 2023

OCTOBER 31ST, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
503 1-001.508	CASH - SPECIAL EXPENSE	3,299.38	
TOTAL CASH		25,558.15	
TOTAL 503-MUNICIPAL COURT		25,558.15	0.00

504-ROBERT L. BROTHERS

CASH			
504 1-001.000	CASH - CONTROL ACCOUNT	0.00	
504 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	44,707.18	
TOTAL CASH		44,707.18	
TOTAL 504-ROBERT LEE BROTHERS FUND		44,707.18	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	(5,201.83)	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,157,489.80	
TOTAL CASH		2,152,287.97	

CASH & INVESTMENTS BY FUND

AS OF: OCTOBER 31ST, 2023

OCTOBER 31ST, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
700 1-103.413	CERT OF DEPOSIT -FNB GONZALES		1,019,042.88
TOTAL INVESTMENTS			1,019,042.88
<u>POOLED INVESTMENTS</u>			
700 1-104.001	TEXPOOL - ECONOMIC DEVELOPMENT		512,188.89
TOTAL POOLED INVESTMENTS			512,188.89
TOTAL 700-GONZALES ECONOMIC DEV		2,152,287.97	1,531,231.77
FUND TOTAL OTHER INVESTMENTS			1,072,469.34
FUND TOTAL POOLED INVESTMENTS			8,748,728.76
TOTAL CASH AND INVESTMENTS		5,317,725.50	9,821,198.10

*** END OF REPORT ***

CITY OF GONZALES PORTFOLIO
QUARTERLY REPORT FOR THE PERIOD ENDING
9/30/2023

Description	Yield Rate	Purchase / Renewal Date	Maturity Date	Book Value 06/30/23	Market Value 06/30/23	Accrued Interest 06/30/23	Book Value 09/30/23	Market Value 09/30/23	Accrued Interest 09/30/23
<u>Investment Pools</u>									
Texpool -General Fund	N/A	N/A	N/A	2,737,509.88	2,737,509.88	31,686.23	2,773,890.22	2,773,890.22	36,380.34
Texpool -Electric Fund	N/A	N/A	N/A	2,090,972.84	2,090,972.84	23,962.86	2,118,760.96	2,118,760.96	27,788.12
Texpool -Water Fund	N/A	N/A	N/A	1,974,031.37	1,974,031.37	24,175.26	2,000,265.41	2,000,265.41	26,234.04
Texpool -Wastewater Fund	N/A	N/A	N/A	1,223,356.45	1,223,356.45	13,321.90	1,239,614.30	1,239,614.30	16,257.85
Texpool -Coronavirus Local Fiscal Recovery	N/A	N/A	N/A	710,810.85	710,810.85	10,428.58	201,646.78	201,646.78	5,684.95
Texpool -Cert. of Obligation 2019	N/A	N/A	N/A	0.00	0.00	-	0.00	0.00	-
RBFCU - Savings Account	N/A	N/A	N/A	0.00	0.00	-	0.00	0.00	-
<u>Certificates of Deposit</u>									
General Fund - (RBFCU) 100-1-103.410	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.00	-
Electric Fund - (SSB) 210-1-103.410	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.00	-
Wastewater Fund - (SSB) 230-1-103.411	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.00	-
TOTAL PORTFOLIO				8,736,681.39	8,736,681.39	103,574.83	8,334,177.67	8,334,177.67	112,345.30

CITY OF GONZALES PORTFOLIO SUMMARY
Activity for Quarter Ending
September 30, 2023

	Book Value	Market Value	Ratio
Total Investments at beginning of Quarter	8,736,681.39	8,736,681.39	100.00%
Investment Pool Interest Reinvested	112,345.30	112,345.30	
Investment Pool Increases	0.00	0.00	
Investment Pool Withdrawals	514,849.02	514,849.02	
Agency Security Purchases	0.00	0.00	
Agency Security Maturities/Called	0.00	0.00	
Certificate of Deposit Purchases	0.00	0.00	
CD Interest Reinvested	112,345.30	112,345.30	
Investments at End of Quarter	8,446,522.97	8,446,522.97	100.00%

As of 9/30/2023 all investments are in compliance with the Investment Policy of the City of Gonzales.



Laura Zella, Finance Director



Timothy Crow, City Manager

CITY OF GONZALES PORTFOLIO
QUARTERLY REPORT FOR THE PERIOD ENDING
9/30/2023

<u>Weighted Average Maturity</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Percentage of Portfolio</u>	<u>Days to Maturity</u>	<u>Weighted Average</u>
TexPools & RBFCU Savings			8,334,177.67	1.000000	1	1.00
RBFCU - General Fund CD	N/A	N/A	0.00	0.000000	0	0.00
Lone Star Bank - Electric CD	N/A	N/A	0.00	0.000000	0	0.00
Lone Star Bank - Wastewater CD	N/A	N/A	0.00	0.000000	0	0.00
TOTAL PORTFOLIO			8,334,177.67	100%	1	1.00

<u>Incr (Decr)</u>	<u>Investments</u>	<u>Investment Pool Withdrawals</u>	<u>Securities Purchased</u>	<u>Int Reinvest</u>
36,380.34				36,380.34
27,788.12				27,788.12
26,234.04				26,234.04
16,257.85				16,257.85
(509,164.07)		514,849.02		5,684.95
0.00				-
0.00				-
(402,503.72)	0.00	514,849.02	0.00	112,345.30
change heading dates				
move book and market value dates from column I & K to F & G				
move accrued interest (K) to accrued interest (H)				