

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –DECEMBER 14, 2023, 6:00 P.M.**

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

CITY EVENTS AND ANNOUNCEMENTS

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

HEARING OF RESIDENTS

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

OTHER BUSINESS

- 1.1 Discussion and possible action regarding city sponsored rezoning for LI, Light Industrial and HI, Heavy Industrial Districts will be led by Zoning Administrator Kristina Vega

CONSENT AGENDA ITEMS

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

- 2.1 **Minutes** - Approval of the minutes for the November 9, 2023, Regular Meeting
- 2.2 Discuss, Consider and Possible Action on **Resolution #2023-143** Authorizing the Edwards Association the use of Independence Square including the Parking Lot, and Designated Street Closures for the Martin Luther King March on January 15, 2024
- 2.3 Discuss, Consider & Possible Action on **Resolution #2023-144** Authorizing the City Manager to Execute a Purchase Agreement for the Purchase of a Chevrolet Tahoe PPV for the Police Department in the amount of \$46,983.00 from MacMulkin Chevrolet Cadillac

- 2.4 Discuss, Consider & Possible Action on **Resolution #2023-145** Approving a Performance Agreement by and Between the GEDC and Main Street, Inc.
- 2.5 Discuss, Consider & Possible Action on **Resolution #2023-146** Authorizing the City Manager to execute an agreement with TxDOT on Roger M. Dreyer Memorial Airport runway lighting project.
- 2.6 Discuss, Consider & Possible Action on **Resolution #2023-147** Ratifying the Library Lease Agreement for the office space at 301 St. Joseph Street with Gonzales County for the purposes of housing the Gonzales Central Appraisal District

RESOLUTION

- 3.1 Discuss, Consider and Possible Action on **Resolution #2023-148** Authorizing an appointment to Roger M. Dreyer Memorial Airport Advisory Board
- 3.2 Discuss, Consider and Possible Action on **Resolution #2023-149** Authorizing the City Manager to Terminate the utility collection agreement with Online Information Services, Inc.
- 3.3 Discuss, Consider and Possible Action on **Resolution #2023-150** Authorizing the City Manager to execute an agreement with Linebarger Goggan Blair & Sampson, LLP for utility collections
- 3.4 Discuss, Consider & Possible Action on **Resolution #2023-151** Authorizing the City Manager to Terminate the Municipal Court Collection of Delinquent Municipal Court Fines and Fees agreement with McCreary Veselka Bragg & Allen, PC
- 3.5 Discuss, Consider & Possible Action on **Resolution #2023-152** Authorizing the City Manager to execute an agreement with Linebarger Goggan Blair & Sampson, LLP for Municipal Collection of Delinquent Municipal Court Fines and fees

ORDINANCE

- 4.1 Discuss, Consider & Possible Action on **Ordinance #2023-15** Updating and amending regulations for construction, installation and maintenance of private utilities and facilities in City rights-of-way
- 4.2 Discuss, Consider & Possible Action on **Ordinance #2023-16** Amending the Master Rate and Fee Schedule for Various City Services
- 4.3 Public Hearing, Discussion & Possible Action on **Ordinance #2023-17** Amending the Official Zoning Map by Zoning Property (Address/Parcel) 425 St. James/11636; 515 St. Joseph/11650; 507 St. George/11660; 726 St. Paul/11668; 509 St. Joseph/11673; 510 St. Andrew/11674; 313 St. Lawrence/11679; 621 St. Joseph/11701; 510 St. Paul/11706; 322 St. George/11708; 623/627 St. Paul/11714; 300 Blk St. George/11722; 500 Blk St. James/11723; 516 St. Paul/11725; 305 St. Lawrence/11754; 621 St. Paul/11798; 602 St. Paul/11820; 617 St. Paul/11836; 619 St. Paul/11838; 419 St. James/11865; 415 St. George/11888; 421 St. James/11889; 335 St. George/11919; 300 Blk St 11920; 342 St. George/11921; 332 B St. George/11924; 521 St. Joseph/11928; 307 St. Lawrence/11956;

607 St. Joseph/11968; 612 St. James/11971/ 306 St. George/11986; 405 St. James/11990; 614 St. Paul/11998; 411 St. James/12002; 418 St. Francis/12003; 301 St. George/23487; 200 Blk St. Lawrence/24911; and 607 St. Joseph/27437 from C-1 Light Commercial District to DMU Downtown Mixed Use District

- 4.4 Public Hearing, Discussion & Possible Action on **Ordinance #2023-18** Authorizing amendments to the City of Gonzales Code of Ordinances Chapter 14, Articles 14.200, 14.400 and 14.600 related to the addition of new land uses for Bakery, commercial; Bakery, retail; Bar; Brewery/Distillery/Winery, industrial; Bar; Brewery/Distillery/Winery, craft; and Brewpub; associated land use definitions and off-street parking regulations

STAFF/BOARD REPORTS

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

CLOSED SESSION

- 6.1 (1) 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
- (2) Pursuant to Section 551.074 of the Texas Government Code, the City of Gonzales will consult in closed session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- A) City Manager Evaluation
- (3) 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

RETURN TO OPEN SESSION

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

- 7.2 Discuss, Consider & Possible Action on **Ordinance #2023-19** Closing and Abandoning to the abutting property owner, Portions of certain unimproved streets lying within the municipal boundaries and authorizing the City Manager to execute the real property contract

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 December 14, 2023, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 8th day of December 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.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discussion and possible action regarding City Sponsored rezoning for LI, Light Industrial and HI, Heavy Industrial will be led by Zoning Administrator Kristina Vega

DATE: December 14, 2023

TYPE AGENDA ITEM:

Presentation

BACKGROUND:

In February 2021 the City Council adopted an updated zoning ordinance. The updated zoning ordinance included two new zoning district names for the City's Industrial District. These two designations were Light Industrial and Heavy Industrial, providing different permitted uses for each district. The City's previous Zoning Code only had one designation as Industrial District. Therefore, an equivalency chart was created within the new Ordinance, and if the zoning designation was previously Industrial District it was automatically redesignated as LI, Light Industrial. This could create an issue for the existing business in the location of specifically Industrial Park. Some of the businesses within the Industrial Park and surrounding areas conduct business functions that would fall under the Heavy Industrial zoning guidelines. City staff would like to initiate a city sponsored rezoning to correct those potential zoning issues.

The process would begin as city staff conducting research into each use within the area of Industrial Park as well as the surrounding area, to ensure that each property is zoned appropriately for their existing use. Once this is completed city staff will begin sending notification letters out to the property owners regarding the rezone.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The fiscal impact is unknown at this time.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this proposal.

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES – NOVEMBER 9, 2023**

The regular meeting of the City Council was held on **November 9, 2023**, at 6:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

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

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	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

Mayor Sucher acknowledged Tony and Cici Powers for the donation of container that has been placed at JB Wells Arena. Mayor Sucher acknowledged the Church of Jesus Christ Latter Day Saints for their painting of the gazebo at the Riverside Community Center. Mayor Sucher acknowledged the sculpture unveiling at the Robert Lee Brothers, Jr. Memorial Library. Mayor Sucher acknowledged BYK USA Inc. for their safety records. Mayor Sucher acknowledged Dr. Humberto Rivas and Debbie Marshall for each receiving awards by the Braination Foundation in a ceremony that took place at the Legacy Ranch. Dr. Humberto Rivas received the Lifetime Achievement Award and Debbie Marshall received the Community Leadership Award.

- Recognition of actions by City employees-None
- Recognition of actions by community volunteers-None

HEARING OF RESIDENTS

Susanna Gunn, Sascha Kardosz & Gaspar Lekgega spoke in favor of the agreement with Texas Junior High Rodeo and asked City Council to respectfully approve the agreement due to the positive economic impact it has on businesses in Gonzales.

Robyn Tinsley regarding the functionality of the existing agreements and the amount of volunteer hours that are spent in operating the cat shelter.

Melissa Henderson spoke about the feral cat population and asked that additional research be done on the Trap Neuter and Return program and the impact that feral cats have on citizens, especially those with health related issues involving cats.

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.

Dana Pannella of Alley Cat Allies, presented via Zoom regarding the details and benefits of the Trap Neuter Return program.

- 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

Members of Kingdom Rescue Team reiterated the importance of a TNR program, recommendation on a TNR ordinance, and possible amendments to the terms of the cat shelter agreement to include budgetary changes and the importance of a combined effort between the City's Animal Control Officer and Kingdom Rescue to make the agreement successful.

- 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

City Council, City Manager and members of Kingdom Rescue engaged in discussions regarding 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.

Council Member Miller moved to authorize the City Manager to enter into negotiations with Kingdom Rescue Team an agreement with Kingdom Rescue Team. Council Member Koeppe seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

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 use of the Texas Heroes Square for the Gonzales 4-H Christmas Military Tribute event on December 16th or 19th, 2023

ACTION: Items 2.1 through 2.8

APPROVED

Council Member Kridler moved to approve the consent agenda Items 2.1 through 2.8. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

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)

ACTION: Item 3.1

APPROVED

Council Member Koepp moved to approve **Resolution #2023-135** Authorizing the City Manager to Execute a License Agreement with the Texas Junior High Rodeo Association (TJHRA). Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

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

ACTION: Item 3.2

APPROVED

Council Member Koepp moved to approve **Resolution #2023-136** Rescheduling the January 11, 2024, Regular City Council Meeting to January 8, 2024. Council Member

Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 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

ACTION: Item 3.3

APPROVED

Council Member Hernandez moved to approve **Resolution #2023-137** Casting Votes cast for Briana Dominguez, Josh Gray, Jeff Harvey, Ryan Mills and Shannon Smith for the Gonzales Central Appraisal District Board of Directors for the term of office beginning January 1, 2024 and ending December 31, 2025. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 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

ACTION: Item 3.4

APPROVED

Council Member Miller moved to approve **Resolution #2023-138** Authorizing the City Manager To Execute an Interlocal Cooperation Contract and Lease Agreement between Victoria College and the City of Gonzales. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 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

ACTION: Item 3.5

APPROVED

Council Member Kridler moved to approve **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. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 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.

ACTION: Item 3.6

APPROVED

Council Member Kridler moved to approve **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. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

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

ACTION: Item 3.7

APPROVED

Council Member Miller moved to approve **Resolution #2023-141** Authorizing the City Manager to execute an Encroachment Agreement with Kirk Mahon. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 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

ACTION: Item 3.8

APPROVED

Council Member Kridler moved to approve **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. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

STAFF/BOARD REPORTS

- 4.1 Finance Director provided 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 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

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 7:56 p.m.

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

The Council convened into open session at 8:45 p.m.

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

The Mayor asked if there was any action resulting from Closed Session agenda item 5.1

(1) (A) Regarding 510 St. Paul Street. Council Member Miller moved to authorize the Gonzales Economic Development Executive Director to execute a subordination agreement with the financial institution on the terms discussed in Executive Session. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Councilmembers for items on a future City Council agenda. Mayor Sucher asked to have deliberation regarding Municipal Park hours be discussed.
- Announcements by Mayor and Councilmembers
- City and community events attended and to be attended. Council Member Kridler reminded everyone regarding the Veteran’s Luncheon on Friday and the Turkey Shoot on Sunday.
- Continuing education events attended and to be attended

Mayor Sucher

ADJOURN

On a motion by Council Member Kridler and second by Council Member Hernandez, the meeting was adjourned at 8:58 p.m.

Approved this 14th day of December, 2023.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-143 Authorizing the Edwards Association the use of Independence Square including the Parking Lot, and Designated Street Closures for the Annual Martin Luther King March on January 15, 2024

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Edwards Association wishes to host the annual Martin Luther King March on January 15, 2024. The march will begin at the Independence Square at 10:00 a.m. and will walk north on St. Paul, a right will be taken at St. Andrew where the march will continue to the Edwards Association (1427 Fly Street). The event will be concluded at 11:00 a.m. with approximately 200 in attendance. The Gonzales Police Department has been contacted to coordinate an escort for traffic control for the event.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The fiscal impact for the City would include the cost for the cost for the police officers to conduct an escort for the march (2 hrs. x 27.25/hr. x 2 patrol officers=\$109.00) with a total approximate cost to the city for the event being \$109.00.

STAFF RECOMMENDATION:

Staff respectfully requests the approval of this resolution.

RESOLUTION NO. 2023-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE EDWARDS ASSOCIATION THE USE OF INDEPENDENCE SQUARE INCLUDING THE PARKING LOT, AND DESIGNATED STREET CLOSURES FOR THE ANNUAL MARTIN LUTHER KING MARCH ON JANUARY 15, 2024; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Edwards Association has requested permission to hold their Annual MLK March on January 15, 2024 from 10:00 a.m. until 11:00 a.m.; and

WHEREAS, the Association has requested the use of Independence Square as a starting location for the march, and safe passage from St. Paul to St. Andrew, St. Andrew to the Edwards Association at 1427 Fly Street for the Annual Martin Luther King March; and

WHEREAS, the street closures will not include barricades but allow for a police escort to ensure participant safety; and

WHEREAS, the fiscal impact for the City would include the cost for the police officers to conduct an escort for the march (2 hrs. x 27.25/hr. x 2 patrol officers=\$109.00) with a total approximate cost to the city for the event being \$109.00; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Edwards Association the Use of Independence Square including the Parking Lot, and Designated Street Closures for the Annual Martin Luther King March on January 15, 2024, 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 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EVENT NAME Martin Luther King Jr March
HOST ORGANIZATION The Edwards Association
CONTACT NAME David B. Tacy
CONTACT CELL PHONE [REDACTED]
EVENT DATE January 15, 2023
EVENT START TIME 10:00 AM EVENT END TIME 11:00 AM
EVENT LOCATION Independence Square
HOLIDAY CELEBRATED Y ☒ N ☐ HOLIDAY: MLK Day
CITY COUNCIL APPROVAL REQUIRED Y ☐ N ☒ MEETING DATE: _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 100 - 150
MUSIC Y ☐ N ☒ LIVE DJ
FOOD Y ☐ N ☒
ALCOHOL Y ☐ N ☒ RESPONSIBLE PARTY _____
MOTORIZED VEHICLES Y ☒ N ☐ PARADE SHOW
PUBLIC OR PRIVATE EVENT Public
SECURITY Y ☐ N ☒ # OFFICERS NEEDED (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

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

STREETS DEPARTMENT

STREETS AFFECTED Y ☒ N ☐ St Peter, Hamilton, College, Church, Hopkins, Hostine
BARRICADES NEEDED (max 12) Y ☐ N ☐
CONES NEEDED (max 48) Y ☐ N ☐
STREETS TO BE CLOSED Y ☒ N ☐ St Andrew
SET UP TIME _____
TAKE DOWN TIME _____

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF TRASH CANS NA (max 25)
SET UP TIME NA
TAKE DOWN TIME NA

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

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

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 #2023-144 Authorizing the City Manager to Execute a Purchase Agreement for the Purchase of a Chevrolet Tahoe PPV for the Police Department in the amount of \$46,983.00 from MacMulkin Chevrolet Cadillac

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On September 14, 2023, the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2023, and ending September 30, 2024.

The City of Gonzales was informed on October 26, 2023, that they were awarded the 2024 Operation Lone Star Grant which included \$47,998.00 for the purchase of a Chevrolet Tahoe Police Pursuit Vehicle (PPV). This was requested to meet the needs of the Police Department to ensure the services provided to the community are unencumbered. The vehicles utilized at the Police Department have a lot of wear and tear and have become more costly to maintain than to replace. The addition of this vehicle would minimize the use of other vehicles owned and leased by the City of Gonzales. Staff obtained three quotes: MacMulkin Chevrolet Cadillac for \$46,983.00, Caldwell Country for \$51,597.10 and General Motors, LLC for \$55,271.20. Staff would like to purchase the 2023 Chevrolet Tahoe PPV from MacMulkin Chevrolet Cadillac utilizing the funds awarded to the City of Gonzales from the Operation Lone Star Grant.

FISCAL IMPACT:

The Operation Lone Star Grant awarded the City of Gonzales \$47,998.00 for the purchase of a Chevrolet Tahoe PPV and staff would like to utilize those funds. The City of Gonzales will be responsible for the initial cost of the 2023 Chevrolet Tahoe PPV but will be reimbursed by the funds awarded in the Operation Lone Star Grant. A budget amendment will be done at a later time for the grant funded expense and the reimbursement.

POLICY CONSIDERATIONS

This is consistent with current policy.

STAFF RECOMMENDATION:

Staff respectfully recommend approval for a purchase order on the purchase of a 2023 Chevrolet Tahoe PPV from MacMulkin Chevrolet Cadillac.

RESOLUTION NO. 2023-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT FOR THE PURCHASE OF A 2023 CHEVROLET TAHOE PPV FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$46,983.00 FROM MACMULKIN CHEVROLET CADILLAC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales was informed on October 26, 2023, that they were awarded the 2024 Operation Lone Star Grant which included \$47,998 for the purchase of a Chevrolet Tahoe Police Pursuit Vehicle (PPV); and

WHEREAS, Police Chief is proposing to purchase a 2023 Chevrolet Tahoe PPV to ensure the services provided to the community are unencumbered and minimize the use of other vehicles leased or owned by the City of Gonzales; and

WHEREAS, staff obtained three quotes: MacMulkin Chevrolet Cadillac for \$46,983.00, Caldwell Country for \$51,597.10 and General Motors, LLC for \$55,271.20; and

WHEREAS, staff would like to purchase the 2023 Chevrolet Tahoe PPV from MacMulkin Chevrolet Cadillac utilizing the funds awarded to the City of Gonzales from the Operation Lone Star Grant; and

WHEREAS, the City Council hereby finds that the purchase of a 2023 Chevrolet Tahoe PPV for the Police Department 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 City Manager to execute a Purchase Agreement for the Purchase of a 2023 Chevrolet Tahoe PPV in the amount of \$46,983.00 from MacMulkin Chevrolet Cadillac.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Sales Consultant Paul LaRoche

RETAIL ORDER FOR A MOTOR VEHICLE

Date: 11/21/2023**MacMulkin Chevrolet Cadillac**3 Marmon Dr.
NASHUA, NH 03060
 Purchaser's Name: CITY OF GONZALES
 Co-Purchaser's Name: _____
 Street Address: 820 ST. JOSEPH STREET
 City/State/Zip: GONZALES, TX 78629
 Res. Phone: _____ Bus. Phone: (830) 672-8688

 PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☒ NEW ☐ USED ☐ DEMO _____ ☐ CAR ☒ TRUCK Mileage: 10
 YEAR 2023 MAKE CHEVROLET MODEL OR SERIES TAHOE BODY TYPE _____ COLOR SUMMIT WHITE TRIM _____
 BODY TYPE PPV COLOR _____ SUMMIT WHITE TRIM _____
 MVI OR SERIAL NO: 1GNSKLED4PR244327 STOCK NO. T19775 TO BE DELIVERED ON OR ABOUT _____

CASH DELIVERED PRICE OF UNIT	48,511.00	PURCHASER'S D.O.B
DISCOUNT		CO-PURCHASER'S D.O.B
		PURCHASER'S S.S. NO.
		CO-PURCHASER'S S.S. NO.
		PURCHASER'S EMAIL <u>BWHITE@GONZALES.TEXAS.GOV</u>
		CO-PURCHASER'S EMAIL
		<u>USED CAR TRADE-IN AND / OR OTHER CREDITS</u>
		MAKE OF TRADE-IN: _____ MILEAGE: _____
		YEAR _____ MODEL _____ BODY _____
ACCESSORIES		MVI OR SERIAL NO.
		BALANCE OWED TO
		ADDRESS
		USED TRADE-IN ALLOWANCE
		BALANCE OWED ON TRADE-IN
		NET ALLOWANCE ON USED TRADE-IN
		DEPOSIT OR CREDIT BALANCE
		DOWN PAYMENT (TRANS. TO LEFT COL.)
		ADMINISTRATIVE FEE <u>472.00</u>
CASH SALE PRICE OF MOTOR VEHICLE	48,511.00	TITLE FEE
STATE AND LOCAL TAXES		
1. TOTAL PRICE OF UNIT	48,511.00	PRIOR TO DELIVERY OF THE MOTOR VEHICLE ORDER HEREUNDER TO THE PURCHASER, THE DEALER OF THE PURCHASER MAY TERMINATE THIS ORDER IF THE DEALER SHALL DETERMINE THAT A MISTAKE IN THE QUOTATION OF THE CASH DELIVERED PRICE OF SUCH MOTOR VEHICLE HAS BEEN MADE BY THE MANUFACTURER, DEALER OR ITS AGENT. IF THE DEALER OR PURCHASER TERMINATES THIS ORDER PURSUANT TO THIS PROVISION, DEALER SHALL RETURN TO THE PURCHASER AND AND ALL DEPOSITS, TRADE-INS, OR DOWN PAYMENTS MADE BY THE PURCHASER PURSUANT TO THIS ORDER.
2. DOWN PAYMENT:		
constitling of \$ _____ in cash		
and/or \$ _____ net trade-in allowance on trade-in; see statement in right hand column for details.		
3. UNPAID CASH BALANCE DUE ON DELIVERY	46,983.00	"THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS ON THE CONTRACT OF SALE.
(DIFFERENCE BETWEEN ITEMS 1 AND 2)		

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as noted in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order. I also warrant that the (OBDI) or emission system has not been tampered with. If the emission system or (OBDI) has been found to be tampered with then the sale will be void or subject to re-negotiation.

ALL C.O.D MUST BE CASHED OR CERTIFIED FUNDS.
 THIS ORDER IS NOT A BINDING CONTRACT UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE

 PURCHASER'S SIGNATURE _____ DATE 11/21/2023

 ACCEPTED BY: Paul LaRoche
 DEALER OR HIS AUTHORIZED REPRESENTATIVE

 CO-PURCHASER'S SIGNATURE _____ DATE 11/21/2023

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836 TAX ID # 14-1856872

TEXAS BUYBOARD # 601-19

QUOTE #CC234507

End User: CITY OF GONZALES- P.D.

Caldwell Rep: CHRIS COLLINS

Contact: LT TAMMY WEST 830-672-8686

Phone: 979-567-6129

Phone/email: TWEST@GONZALES.TEXAS.GOV

Date: Tuesday, July 11, 2023

Product Description: CHEVY TAHOE BASE PPV 4X2

email: chris@caldwellcountry.com

A. Bid Series: 31

A. Base Price: \$ 49,345.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC10706	2024 TAHOE 2WD PPV	\$ -		CHEV INFOTAINMENT 8" SCREEN	INCL
	5.3L ECOTEC3 V8	INCL		220 AMP ALTERNATOR	INCL
	10 SPEED AUTOMATIC TRANS	INCL		SKID PLATE FRONT	INCL
7X3	LEFT HANDED LED SPOTLIGHT	\$ 800.00		GVWR 7200 LBS	INCL
9C1	IDENTIFIER FOR PPV	INCL		HEAVY DUTY BRAKE SYSTEM	INCL
AMF	REMOTE KEYLESS ENTRY PKG 4 TOT	\$ 475.00		EXTRA CAPACITY COOLING SYSTEM	INCL
DIO	WINDOW TINT ALL WINDOWS	\$ 275.00		AUXILLARY BATTERY	INCL
5T5	FRONT CLOTH/REAR VINYL SEAT	INCL		AUTOMATIC EMERGENCY BRAKING	INCL
	POWER WINDOWS/LOCKS	INCL		TILT/ CRUISE	
	BLUETOOTH	INCL			
	REAR AXLE 3.23 RATIO	INCL			

Total of B. Published Options: \$ 1,550.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Options	Bid Price	Options	Bid Price
		GAZ- OXFORD WHITE(CONSIDER OTHER)	EXT COLOR
		HIT- JET BLACK CLOTH SEAT TRIM	INT COLOR
		2024 ORDER- ORDER BANK OPEN 9/2	DELIVERY
		SUBMIT PURCHASE ORDER PRIOR TO 9/2	
		TO ENSURE PRODUCTION SLOT	

Total of C. Unpublished Options: \$ -

D.	Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	INCLUDED	\$ -
E.	UPFITTERS:		\$ -
F.	Manufacturer Destination/Delivery:		\$ -
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):		\$ -
H.	Lot Insurance (for in-stock and/or equipped vehicles):		\$ -
I.	Contract Price Adjustment:		\$ -
J.	Additional Delivery Charge:	106 miles GONZALES, TX	\$ 302.10
K.	Subtotal:		\$ 51,197.10
L.	Quantity Ordered 1 x K =		\$ 51,197.10
M.	Trade In:		\$ -
N.	BUYBOARD FEE PER PURCHASE ORDER:		\$ 400.00
O.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE:		\$ 51,597.10

** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. ENSURE CONFIRMATION OF RECIEPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **

51K # 732247

TOTAL MODEL & OPTIONS	55000.00	52001.20	ACT 237	52246.20
DESTINATION CHARGE	1895.00	1895.00	H/B 261	1650.00
DEALER INR CONTRIBUTION		550.00	ADV 261	550.00
IMA GROUP CONTRIBUTION		825.00	EXP 65A	825.00

MEMO: TOTAL LESS HOLDBACK AND

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

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COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-145 Approving a Performance Agreement by and Between the GEDC and Main Street, Inc.

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution.

BACKGROUND:

Gonzales Main Street, established in 1988, works for the promotion and preservation of the Main Street designated area of Gonzales. Through an agreement established in recent years, Gonzales Main Street receives funding from GEDC for grant opportunities to businesses and property owners to provide for improvements to properties and initiatives in the Gonzales Main Street designated area with special regard for historic preservation and downtown revitalization.

POLICY CONSIDERATIONS:

Sec. 501.158. PERFORMANCE AGREEMENTS. (a) A corporation may not provide a direct incentive to or make an expenditure on behalf of a business enterprise under a project as defined by Subchapter C of this chapter or by Subchapter [D](#), Chapter [505](#), unless the corporation enters into a performance agreement with the business enterprise.

(b) A performance agreement between a corporation and business enterprise must:

- (1) provide, at a minimum, for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement; and
- (2) specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. [2278](#)), Sec. 3.01, eff. April 1, 2009.

FISCAL IMPACT:

The GEDC has budgeted \$260,000 in line item 7-700.719 for funding the Main Street Grant Program for the 2023 – 24 FY.

ATTACHMENTS:

Performance Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends the Council take action as deemed necessary.

RESOLUTION NO. 2023-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND GONZALES MAIN STREET, INC. A TEXAS NON-PROFIT CORPORATION; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, the GEDC desires to approve a Performance Agreement with Gonzales Main Street, Inc., a copy of which is attached hereto as *Exhibit A*; and is incorporated herein for all purposes.

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

Section 1. That the City Council does hereby approve the Performance Agreement with Gonzales Main Street, Inc., a copy of which is attached hereto as *Exhibit A*; and is incorporated herein for all purposes.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Performance Agreement]

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES MAIN STREET, INC.**, a Texas non-profit corporation (hereinafter referred to as “Main Street”), and the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), is made and executed on the following recitals, terms, and conditions.

WHEREAS, GEDC is a Type B economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Chapters 501 to 505 of the Texas Local Government Code contains the authority for the use of Type B sales tax revenue for permissible “projects” as that term is defined in Chapters 501 to 505 of the Texas Local Government Code; and

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

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development;” and

WHEREAS, pursuant to this Agreement, Main Street agrees to undertake the distribution, intake, and approval of applications for the funding of projects consistent with Chapters 501 to 505 of the Texas Local Government Code, and in particular Sections 501.103 and 505.158 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, and shall continue thereafter until **September 30, 2025**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Amended and Restated Performance Agreement, together with all exhibits and schedules attached to this Amended and Restated Performance Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Gonzales, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 820 N. St. Joseph Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between Main Street and GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 305 St. Lawrence Street, Gonzales, Texas 78629.
- (g) **Main Street.** The words “Main Street” mean the Gonzales Main Street, Inc., a Texas non-profit corporation, its successors and assigns, whose address for the purposes of this Agreement is 305 St. Lawrence Street, Gonzales, Texas 78629.
- (h) **Main Street District.** The words “Main Street District” mean the area of the City of Gonzales, Texas, as depicted in ***Exhibit A*** of this Agreement which is attached hereto and is incorporated herein for all purposes.

- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of removal of slipcovers, false fronts, or non-historical added facades, repainting of replaced mortar joints and brick, removing paint and restoring it to its natural condition, reconstruction or remodeling that achieves a historic look, restoring transom windows, replacing/restoring awnings or canopies to their historic state. In addition, landscaping (if irrigated and maintained and warranted for one year) parking lot resurfacing, striping, driveway improvement, lighting, electrical, plumbing, fencing, installation of sprinkler systems and compliance with ADA requirements, and infrastructure, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103 and 505.158 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act. All “Qualified Expenditures” must be made within the Main Street District, as depicted in **Exhibit A** of this Agreement which is attached hereto and is incorporated herein for all purposes.
- (j) **Related Documents.** The words “Related Documents” mean and include without limitation all other instruments and documents, whether now or hereafter existing, executed in connection with this Agreement.
- (k) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF MAIN STREET.

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

- (a) **Economic Development Projects.** Main Street covenants and agrees to provide to applicants requesting funding for properties within the Main Street District, the following:
 - (1) The application approved by GEDC; and
 - (2) the grant guidelines and checklist approved by GEDC.
- Main Street through its Board of Directors covenants and agrees to approve applications consistent with the Act. Upon approval by the Board of Directors of Main Street, the applications will require approval by the GEDC Board of Directors. Main Street covenants and agrees all properties approved for funding pursuant to this Agreement shall be within the Main Street District. Further, Main Street covenants and agrees no approved applicant shall receive more than **Fifty-Two Thousand and No/100 Dollars (\$52,000.00)** in funding per physical property address every 36 months. In addition, Main Street covenants and agrees that approved applicants shall execute a performance agreement approved by GEDC, prior to the receipt of any funding.
- (b) **Quarterly Reports.** Main Street covenants and agrees on a quarterly basis during the Term of this Agreement to provide to the GEDC written quarterly reports on economic development activities related to this Agreement. In addition, Main Street covenants and agrees to provide quarterly reports in person at the regularly scheduled meetings of the GEDC during the Term of this Agreement.

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

SECTION 5. AFFIRMATIVE OBLIGATIONS OF GEDC.

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

- (a) **Financial Assistance by GEDC.** GEDC covenants and agrees to provide total funding for Main Street projects in an amount not to exceed **Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00)**. GEDC covenants and agrees to provide funding consistent with the application for funding for Main Street projects, and as approved by Main Street and GEDC within thirty (30) days of said applicant providing the GEDC paid invoices, paid receipts, or other paid documentation acceptable to the GEDC. Further, GEDC covenants and agrees to undertake any and all procedural requirements under the Act including the publication of notice and conduct a public hearing concerning this Agreement and related project.
- (b) **Performance.** GEDC covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between GEDC and Main Street.

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **Affirmative Obligations of Main Street.** The failure of Main Street to comply with any of the affirmative obligations contained within Section 4 of this Agreement is an Event of Default.
- (b) **Affirmative Obligations of GEDC.** The failure of GEDC to comply with any of the affirmative obligations contained within Section 5 of this Agreement is an Event of Default.
- (c) **False Statements.** Any warranty, representation, or statement made or furnished to GEDC by or on behalf of Main Street under this Agreement or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

- (d) **Insolvency.** Main Street's insolvency, appointment of receiver for any part of Main Street's property, any assignment for the benefit of creditors of Main Street, any type of creditor workout for Main Street or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Main Street is an Event of Default.
- (e) **Other Defaults.** Failure of Main Street to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any of the Related Documents, or failure of Main Street to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between GEDC and Main Street is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Gonzales County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Main Street warrants and represents that the individual or individuals executing this Agreement on behalf of Main Street has full authority to execute this Agreement and bind Main Street to the same. GEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:
- | | |
|--------------------|---|
| if to Main Street: | Gonzales Main Street, Inc.
820 N. St. Joseph Street
Gonzales, Texas 78629
Main Street Director
Telephone: <u>(830) 672-2815, Ext 1501</u> |
| if to GEDC: | Gonzales Economic Development Corporation
820 N. St. Joseph Street
Gonzales, Texas 78629
Economic Development Director
Telephone: (830) 672-2815, Ext. 1600 |
- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Termination without Default.** Either party may terminate this Agreement at any time with 60 days advance written notice to the other party. Within thirty (30) days of termination of the Agreement, Main Street shall return to GEDC any unexpended funds provided pursuant to this Agreement.

[The Remainder of this Page Intentionally Left Blank]

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

CITY:

CITY OF GONZALES, TEXAS

A Texas Home-rule Municipality

By: _____
Timothy L. Crow, City Manager
Date Signed _____

MAIN STREET:

GONZALES MAIN STREET, INC.,

a Texas non-profit corporation,

By: _____
Britney J. Caka, President
Date Signed: _____

GEDC:

GONZALES ECONOMIC

DEVELOPMENT CORPORATION,

a Texas non-profit corporation

By: _____
Ryan Lee, President
Date Signed: _____

Exhibit A

[Depiction of the Main Street District]

Gonzales Main Street District



Tiffany Hutchinson-Padilla
Main Street Director
P.O. Box 547

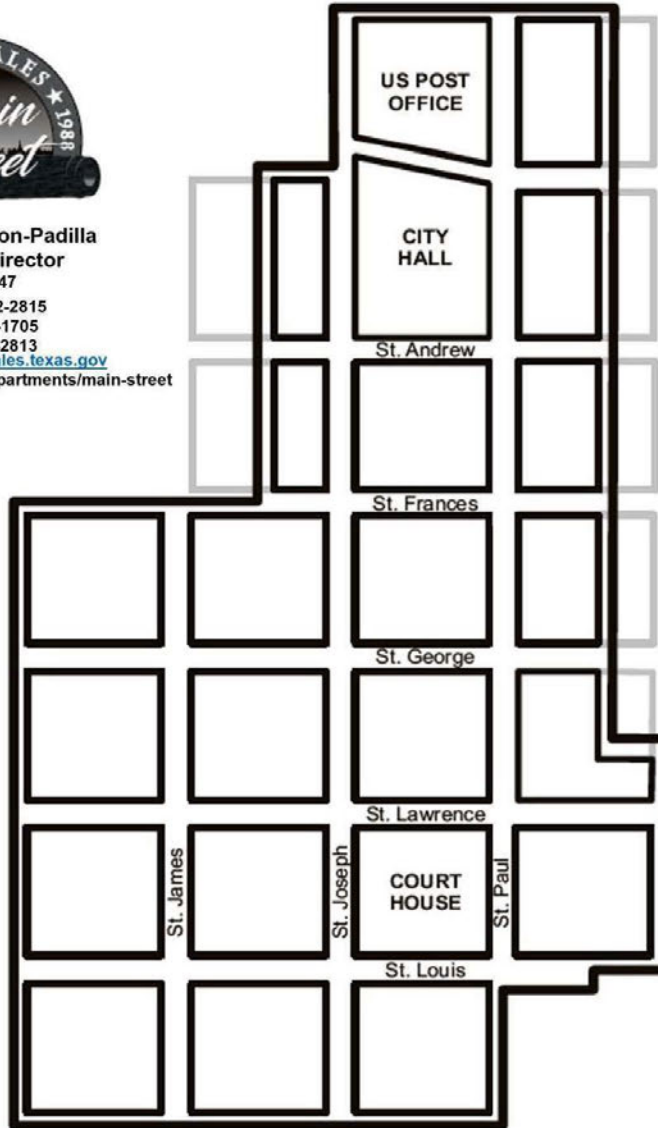
Office: 830-672-2815

Cell: 830-203-1705

Fax: 830-672-2813

Email: tpadilla@gonzales.texas.gov

www.gonzales.texas.gov/p/departments/main-street



COUNCIL AGENDA ITEM BRIEFING DATA



DATE: December 14, 2023

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-146 Authorizing the City Manager to execute on behalf of the City of Gonzales all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriately for the implementation of the improvements to Roger M. Dreyer Memorial Airport

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

This resolution is required to document the governing body's support and acceptance of this project. To meet state requirements, this resolution must provide at a minimum the governing body's agreement to make improvements to the airport in general description form, provide 10% of the total project costs and acknowledge TxDOT as agent for administration of federal and state funds for projects.

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 Economic Development Corporation for this project will be \$145,000.00. The city does not make any contributions towards this project.

ATTACHMENTS

Google pictures of runway lighting project at the airport.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF GONZALES ALL CONTRACTS AND AGREEMENTS WITH THE STATE OF TEXAS, REPRESENTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, AND SUCH OTHER PARTIES AS SHALL BE NECESSARY AND APPROPRIATE FOR FINANCIAL ASSISTANCE AND PROJECT IMPLEMENTATION FOR THE IMPROVEMENTS TO ROGER M. DREYER MEMORIAL AIRPORT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales intends to make certain improvements to Roger M. Dreyer Memorial Airport; and

WHEREAS, the general description of the project is described as: upgrading entire runway lighting at Roger M. Dreyer Memorial Airport; and

WHEREAS, the City of Gonzales intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project costs are estimated to be \$1,206,000.00 and the City of Gonzales will be responsible for 10% of the total project costs currently estimated to be \$120,600.00; and

WHEREAS, the City of Gonzales names the Texas Department of Transportation as its agent for the purposes of applying for, receiving, and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to execute on behalf of the City of Gonzales, and authorizations of the governing body, all contracts, and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be deemed necessary and appropriate for financial assistance and project implementation for the improvements to Roger M. Dreyer Memorial Airport; and establishing an effective date.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-147 Ratifying the Library Lease Agreement for the office space at 301 St. Joseph Street with Gonzales County for the purposes of housing the Gonzales Central Appraisal District

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales County has requested a lease agreement for the office space located at 301 St. Joseph Street owned by the City for the Gonzales Central Appraisal District's offices. The term of the agreement will be \$4,000.00 per month for an initial term of six months. After six months the agreement will be evaluated by both parties and renewed for an additional six month term at the existing rate or increased on agreement with both parties.

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 receive an increase of \$4,000.00 of revenue in line item 4-815.103 as Rental Income by allowing Gonzales County the lease of office space located at 301 St. Joseph Street.

STAFF RECOMMENDATION:

Staff respectfully recommend approval of this resolution.

RESOLUTION NO. 2023-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, RATIFYING THE LIBRARY LEASE AGREEMENT FOR THE OFFICE SPACE AT 301 ST. JOSEPH STREET WITH GONZALES COUNTY FOR THE PURPOSES OF HOUSING THE GONZALES CENTRAL APPRAISAL DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Central Appraisal District through Gonzales County is requesting a lease agreement with the City of Gonzales for the lease of office space located at 301 St. Joseph Street to conduct business operations; and

WHEREAS, the Gonzales Central Appraisal District will use this property and the improvements thereon solely for the Appraisal District exercising and of its lawful functions; and

WHEREAS, the agreement is effective on the execution date and shall extend for a period of (6) six months 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 sixty (60) days prior to expiration of initial term agreement; and

WHEREAS, City of Gonzales shall be responsible for costs associated with utilities, electricity, gas, and water; and

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the lease agreement with Gonzales County for the purposes of housing office space for the Gonzales Central Appraisal District 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 ratifies the Library Lease Agreement for the office space at 301 St. Joseph Street with Gonzales County for the purposes of housing the Gonzales Central Appraisal District.

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 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2023-148 Authorizing the
Appointments to the Airport Advisory Board

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

During the September 14, 2023, City Council meeting the City Council appointed individuals to all of the boards and commissions. However, since that meeting there are still vacancies for the Airport Advisory, CVB, Museum and the ZBOA. Applications were received from Brian Wells and Brady Beck to serve on the Airport Advisory Board.

The City Council will be provided with a ballot to be completed. This ballot will indicate names of the applicants that wish to serve on the board, and number of vacancies that exist for each board. Applications for the Council to review will also be included in the packet. The ballots will need to be completed and provided to City staff early within the meeting to allow time for staff to compile the City Council's choices, which will be provided to the City Council for final consideration during the actual agenda item.

POLICY CONSIDERATIONS:

The appointment of members to the Boards and Commissions by City Council is consistent with current city policies and Code of Ordinances.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully request City Council action deemed appropriate.

RESOLUTION NO. 2023-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE APPOINTMENT TO THE CITY OF GONZALES AIRPORT ADVISORY BOARD; ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the uniform appointment month is September of each year, however there is a vacancy that exist on the Airport Advisory Board; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby appoints the Board and Commission member for the term to the Airport Advisory board as set out in the attached Exhibit A.

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

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of December 2023.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

A. Airport Advisory Board

The following members are appointed to the Airport Advisory Board for a two-year term beginning December 14, 2023, and ending September 30, 2025:

- 1.



COME AND TAKE IT

CITY OF GONZALES

BOARDS, COMMITTEES, AND COMMISSIONS

APPLICATION

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

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

Name:

Mailing Address:

City, State & Zip:

Phone Number:

Email:

Employer:

Occupation:

Business Address:

President - oilfield services and blasting/painting

130 cr 483 Nixon tx 78140

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

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

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

If yes, which one(s)? _____

How long? _____

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

If so, who? _____

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

If so, what type? _____

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

If so, what type? _____

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

High school education ,US army veteran, business owner since 1994, private pilot since 2020

Jacobra Energy Services LLC is located in Nixon ,Tx

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

Very interested in the future of aviation and opportunities for future growth

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

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

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

____ Library Board	____ Museum Advisory Board
____ JB Wells Park Advisory Board	____ Independent Golf Course Advisory Board
<u>1</u> Airport Advisory Board	____ Convention & Visitor Bureau
____ Beautification & Design Board	

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

____ Planning and Zoning Commission ____ Board of Adjustment/Sign Control Board

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

____ Gonzales Economic Development Corp. ____ Main Street Advisory Board

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

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

DATE:

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

CITY OF GONZALES



COME AND TAKE IT

CITY OF GONZALES BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

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

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

Name: Brian Walls

Mailing Address: [REDACTED]

City, State & Zip: Gonzales TX 78629

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

Email: [REDACTED]

Employer: Self

Occupation: Owner

Business Address: SAME

Are you a resident of Gonzales? ☒ Y ☐ N If yes, how long? 30+ year

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

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

If yes, which one(s)? _____

How long? _____

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

If so, who? _____

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

If so, what type? _____

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

If so, what type? _____

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

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

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

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

graduated 1990 self employed
work in the county construction, dirt work
electrical, plumbing

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

I would like to help things get
better in our county

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

Mike Tuck
Johnnie Hall
Dr. Robinson

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

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

☐ Library Board ☐ Museum Advisory Board
☐ JB Wells Park Advisory Board ☐ Independent Golf Course Advisory Board
☒ Airport Advisory Board ☐ Convention & Visitor Bureau
☐ Beautification & Design Board

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

☐ Planning and Zoning Commission ☐ Board of Adjustment/Sign Control Board

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

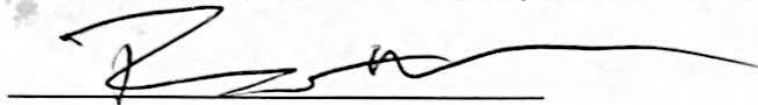
☐ Gonzales Economic Development Corp. ☐ Main Street Advisory Board

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

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

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

SIGNATURE: _____



DATE: _____

10-30-23

For Office Use Only:

Received by: _____

Date: _____

Notes on Qualifications:

() indicates appointment preference				
Airport Board				
Select 1 Choice				
Brian Wells				
Brady Beck				

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-149 Authorizing the City Manager to Terminate the utility collection agreement with Online Information Services, Inc.

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has an agreement with Online Information Services, Inc. for the collection of uncollected utility and accounts receivable moneys. The original agreement was executed on 9/14/2011 at a 30% collection fee and renegotiated to 20% in 2021 on all accounts that are referred to their agency. The contract is a one year, automatically renewing agreement.

The City engaged in discussions with Linebarger Goggan Blair & Sampson, LLP regarding their services for this type of collection. City staff feels that it will be beneficial to terminate the existing agreement with Online Information Services, Inc. The terms of the agreement state that the agreement can be terminated by either party with a sixty-day written notice.

POLICY CONSIDERATIONS:

Authorizing the City Manager to terminate the referenced agreements will not be at any additional cost to the City.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Online Collections Agreement for utility collection services agreement

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO TERMINATE THE UTILITY COLLECTION AGREEMENT WITH ONLINE INFORMATION SERVICES, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City currently has a utility collection agreement with Online Information Services, Inc. for the collection of uncollected utility accounts that was executed on September 14, 2011; and

WHEREAS, as per the agreement the City of Gonzales will pay 20% on each collection for these services; and

WHEREAS, as per the terms of the agreement, a sixty-day written notice must be provided to terminate the agreement; and

WHEREAS, the City Council hereby finds that terminating the utility collection agreement with Online Information Services, Inc. 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, Texas hereby authorizes the City Manager to terminate the utility collection agreement with Online Information Services, 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 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



AGREEMENT FOR UTILITY COLLECTION SERVICES

This Service Agreement ("Agreement") is entered into by **ONLINE Information Services, Inc.**, (hereafter referred to as "Collector"), a North Carolina corporation, dba/ **ONLINE Collections** and **City of Gonzales** hereafter referred to as "Creditor", Texas corporation as of Wednesday, September 07, 2011. Collector and Creditor agree as follows:

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness (hereinafter called "Claims"), and

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. Creditor agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws. Collector further agrees to indemnify the Creditor for all reasonable expenses, to include attorney fees, if Creditor is sued due to an action of the Collector.
2. Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto. Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a Claim: a copy of the judgment, if any, on which a Claim is based; the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.
3. If any court of competent jurisdiction shall rule that any provision of the Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.
4. This Agreement shall be binding on the heirs, legal representatives, successors and assignees of the parties hereto.
5. Creditor and Collector agree that all actions taken by Creditor and Collector pursuant to this Agreement shall be in accordance with the terms and conditions, if any set forth on the attached terms and conditions. Said terms and conditions are hereby made a part of this Agreement as fully and effectual as if they were set forth herein. Thus, whenever the term "Agreement" is used herein, it shall be construed to include the terms and conditions. This Agreement, including the terms and conditions, contains the entire agreement between the parties hereto but may be amended or modified from time to time by mutual agreement and in writing signed by both parties.

TERMS AND CONDITIONS

The parties agree as follows:

- A. **GENERAL.** The Creditor may refer any Claims that exceed \$25.00.
- B. **RELATIONSHIP OF PARTIES.** Collector agrees to employ those means necessary to represent Creditor in collecting all Claims referred for collection. It is expressly understood that all Claims shall remain the property of Creditor and that Collector is acting as an agent of Creditor for the recovery of Claims listed for recovery or in the management of accounts receivable.
- C. **PROCEDURE.**
 1. Collector prefers to receive all Claims placed for collection by submission of a file to Collector's secure website or secure ftp. If agreed by both parties, Collector will accept placements by computer print out, CD or DVD transfer. Each placement shall contain the name of guarantor, service address, dates of service, last known address, date of last payment, amount owed, social security number and phone number, and any information that may help locate the debtor such as employer, names and addresses of relatives or friends.
 2. Creditor agrees to place Claims with collector every month if possible.
 3. Creditor agrees that once Claims are placed with Collector, Collector is entitled to commissions as detailed in this agreement regardless of whether payment is made to Collector's office or directly to Creditor.
 4. Creditor agrees to report all payments made to Creditor's office within 72 hours and Collector agrees to identify the payment as part of Debtors file within 24 hours of notification of reported payments.

5. Creditor agrees and acknowledges that Collector will, from time to time, accept Checks and Credit cards as a method of collection of debts owed Creditor. Furthermore, both parties agree and acknowledge that these instruments serve as provisional settlements, and are subject to revocation, charge-back, dispute, refund or dishonor by the issuing financial institution. In the event that these disputed or dishonored funds have been remitted to the Creditor, both parties agree that this debt shall revert to an "Unpaid" status and Creditor shall repay or refund the disputed or dishonored amount to Collector. Collector will add a debt owed, by debtor, directly to Collector for any NSF fees or charge-back fees incurred by Collector. At which time, Collector will make its best effort to pursue the dishonored payment to recover the unpaid balance owed Creditor.

D. DURATION OF REFERRAL

1. Creditor agrees that all Claims referred to Collector will be referred for a period of 12 months from the date of referral and that this referral will automatically renew itself on each anniversary for a period not to exceed six years and eleven months, unless Creditor notifies Collector in writing to cancel the claim. Creditor agrees that any claim referred to Collector will not be referred to any other Collector.
2. Collector agrees to cease any communication with debtors if Creditor notifies Collector of a dispute.
3. Collector agrees to return to Creditor any Claims based on questionable circumstances.

- E. SETTLEMENT OF CLAIMS.** Creditor _____ Agrees / ☒ Does Not Agree to grant Collector authority to settle claims on Creditor's behalf at _____% of the total amount of the claim. If Creditor does not grant Collector general settlement authority Collector can only settle claims for less than the amount owed with special, claim by claim, approval of Creditor. Said Approval may be given by telephone from Creditor's office.

F. COLLECTION FEES.

1. In the event Creditor will be adding part, or all, of the Collector's fee for collections to the amount referred, the percent of the collection fee that Creditor will be adding to the principal balance of the Claim is _____%.
2. Creditor warrants that any and all fees added to the principal amount of the Claim are allowed by their local and/or state laws.
3. Creditor warrants that any and all fees added to the principal balance are outlined in their original contract/agreement, with the Debtor, which created the Claim.
4. Creditor agrees that any such fee will be included in the amount of the Claim at the time the Claim is originally referred to Collector for collections and reflected in the current outstanding balance in Creditor's account receivable system.

G. CLAIM INTEREST ACCRUAL.

1. Where allowed by law, Creditor grants authority to Collector to continue the accrual of lawful interest charges due on Creditor's Claims at _____% of the principal balance.
2. Creditor confirms that the interest listed above is outlined in the original contract with the responsible party for the Claim and that the continued accrual of interest, post delinquency, on the Claim is lawful in the pertinent state of jurisdiction.

- H. METHODS OF COLLECTION.** Collector agrees to use effective and legal methods of collection. Efforts will be continuous for a period of six years and eleven months from date of service unless prohibited by law. Collector is a reporting agency and all Claims not collected in full or secured with a verified payment plan (e.g. credit card, Electronic check, ACH draft or other commercially available methods) within 30 days of referral will be placed on the individuals credit and or consumer file.

I. LITIGATION.

1. Where allowed by law, Creditor grants authority to Collector to pursue litigation on its behalf to recover monies owed Creditor. Creditor shall grant an authorized representative of Collector authority to file Claims on Creditor's behalf and to represent Creditor in any court proceedings. It is understood that Collector shall represent Creditor with Collector employees in small Claims proceedings, but will utilize a licensed attorney where required by law.
2. Creditor understands that it will be required to sign an authorization/release, on a Claim by Claim basis, giving Collector the authority to act as their agent to pursue legal action on their behalf on said Claim.
3. Creditor understands that Collector will advance monies necessary to initiate legal proceedings, but that those monies shall be the first monies paid back from all payments made by the debtor, regardless of whether those monies are paid to Collector or directly to Creditor.
4. Creditor understands that if for any reason this agreement is terminated all monies advanced in the pursuit of legal proceedings on Claims that remain outstanding shall become due to Collector and will be invoiced to Creditor by Collector.
5. Collector shall have authority to decide which debts to pursue through litigation on behalf of Creditor.
6. Collector will notify Creditor of all debts in which legal action has been initiated. Creditor agrees not to communicate with debtor or to make any arrangements for partial payment, once legal action has been initiated and to advise debtors to communicate directly with Collector to resolve those Claims.

J. ACCOUNTING

1. Collector shall have authority to receive payments from debtors in cash, check, money order, credit card, Electronic check, ACH draft or other acceptable payment forms and will have the authority to endorse checks, drafts, money orders or other negotiable instruments which are received from debtors.
2. Collector agrees to furnish a monthly statement to Creditor each month detailing each payment received at Collector's office as well as all direct payments made to Creditor's office.
3. If desired by Creditor, Collector agrees to acknowledge the receipt of Claims placed for recovery with Collector via an emailed report. It is understood and agreed that Creditor will correct any inaccuracies on these Claims within 7 days of the sent date of these acknowledgements. In the event that no updates are received by Collector, it is agreed that these Claims are correct and that any payments received by either party on these Claims shall be a commissionable event.

K. RECONNECTION OF SERVICE

1. **Definition.** A "RECONNECT" is defined as a Claim where the consumer has terminated service voluntarily or where services have been terminated by the utility/gas provider with the express intent, of the consumer, of reinstating service within 5 months from the date of disconnect. In order to qualify as a "RECONNECT", service must be reestablished at the exact same service address where utilities/gas were initially disconnected within 5 months from the date of disconnect. Any variation on this definition shall not qualify as a "RECONNECT".
2. **Commissionable Actions.**
 - a. Any bad debt/collection Claim turned over to Collector that results in payment directly to Collector or any of its representatives as a result of any effort made by Collector shall be defined as a commissionable Claim and not a "RECONNECT". These efforts are defined as, but not limited to: letters, phone calls, voice messages, emails, scheduled payment plans or any combination of the above listed actions.
 - b. Any bad debt/collection Claim turned over to Collector that results in payment directly to the utility/gas provider and which strictly conforms to the definition listed above shall be considered as a "RECONNECT". As such, the utility/gas provider may reserve the right to recall the Claim from Collector.
 - c. No "Second Placement" Claims will be eligible for "RECONNECT" status.

L. COMPENSATION AND PAYMENT TERMS

1. Creditor agrees to pay the rate of **30%** for all Claims collected whose Date of Service and Date of Referral to Collector are under a year, based on becoming a UEX member.
2. Creditor agrees to pay the following rate of **30%** for all Claims collected whose Date of Service and Date of Referral to Collector are over a year, based on becoming a UEX member.
3. All billing is processed monthly and is payable within 30 days following the invoice date. Services will be immediately converted to a net basis when Creditor's Claim reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full. If account goes unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Creditor agrees to pay ONLINE's cost of collection, including reasonable attorney fees if Collector must resort to collection to recover any unpaid balance owed by Creditor. Invoices will be electronically mailed to the Accounts Payable Contact specified on the attached Web User Set-Up Form.

M. INSURANCE. Collector agrees to carry Liability Insurance.

N. TERMINATION OF AGREEMENT. This contract is for a period of one year, and will automatically renew itself each year thereafter unless either party notifies the other in writing at least 60 days prior to the expiration of said agreement. Following the first anniversary this agreement may be terminated by either party with a sixty-day written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Subscriber: City of Gonzales

Signature: _____

Print Name: _____

Title: _____

Email: _____

Date: _____

Fed. Tax ID Number _____

Address of Principal Business Office:
820 St. Joseph Street
Gonzales, TX 78629

Billing Address:
P.O. Box 547
Gonzales, TX 78629

ONLINE Information Services, Inc.
dba/ ONLINE Collections

By: _____

Scott Munn

Date: _____

Address: _____

PO Box 1489
Winterville, NC 28590
www.ONLINECollections.com

Telephone: _____
Fax: _____

(866) 630-6400
(800) 838-9830

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-150 Authorizing the City Manager to execute an agreement with Linebarger Goggan Blair & Sampson, LLP. for utility collections

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

City staff has engaged in discussions with Linebarger Blair & Sampson, LLP. regarding utility collections. The City will attempt to collect the debt for 60 days, and once that time has passed the collection will be forwarded to Linebarger where they would charge a flat fee of \$2.00 per account/letter to do the skip tracing and provide support. Since they will be charging a flat fee, and not a percentage of collection, there is no notice requirement for utility collection.

POLICY CONSIDERATIONS:

The execution of the agreement will provide additional avenues and assistance for the collection of utility debt.

FISCAL IMPACT:

The City will only incur the tangible cost of \$2.00 per account/letter to provide collection assistance for the customer debt.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP. FOR UTILITY COLLECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales charges its customers for monthly utility costs, including water, sewer, electricity, and sanitation; and

WHEREAS, the City of Gonzales has numerous outstanding, inactive utility accounts that, after review and collection efforts by staff need additional assistance in the collection of said funds; and

WHEREAS, Linebarger Goggan Blair & Sampson, LLP. can assist the City of Gonzales in collecting outstanding debts in an amount of \$2.00 per account/letter to do the skip tracing and provide additional support to City staff; and

WHEREAS, the City Council hereby finds that entering into an agreement for collection of utility collections and authorizing the City Manager to execute said agreement to be in the best interest of the citizens 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 Authorizing the City Manager to execute an agreement with Linebarger Goggan Blair & Sampson, LLP. for utility collections attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Contract for Utility Collection Services

STATE OF TEXAS

COUNTY OF GONZALES

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the City of Gonzales, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT, as applicable, is entered into pursuant to and as authorized by the Texas Constitution Art. 3, §44 and §53, and section 2254.102 of Chapter 2254 Texas Government Code.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and to enforce the collection of delinquent utility accounts that are subject to this AGREEMENT, pursuant to the terms and conditions described herein.

Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such accounts; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding utilities collections, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of accounts identified in 2.01 above and that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Utility accounts that are subject to this AGREEMENT are those that are more than six months past due as of the effective date hereof and as may be otherwise determined by CLIENT.

2.04 The CLIENT agrees to provide to the FIRM data regarding any utilities that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than weekly or as otherwise mutually agreed.

2.05 The FIRM, in all communications seeking the collection of utilities, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any utilities are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder as follows:

With respect to those utility accounts identified in 2.01 (b) two dollars per account (\$2.00) of all utilities subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT.

All compensation shall become the property of the FIRM at the time payment of the utilities is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective the _____ day of December, 2023 ("Effective Date") and shall expire on the _____ day of December, 2027 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be

seeking the payment of fines and fees utilities or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Timothy L. Crow
City Manager
City of Gonzales
tcrow@gonzales.texas.gov
Ph. 830-672-2815

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.07 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.08 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

EXECUTED ON the day of , 20 .

The City of Gonzales

By: _____
Timothy L. Crow, City Manager

Linebarger Goggan Blair & Sampson, LLP

By: _____
Rashay K. Chapa, Partner

For the FIRM

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-151 Authorizing the City Manager to Terminate the Municipal Court Collection of Delinquent Municipal Court Fines and Fees agreement with McCreary Veselka Bragg & Allen, PC

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has an agreement with McCreary Veselka Bragg & Allen, PC (MVBA) for the collection of delinquent Municipal Court debt and accounts receivable including; fines, fees, court costs, forfeited bonds, restitution, and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure. The agreement was executed on November 7, 2005, at a 30% collection fee on all accounts that are referred to their agency. The initial term of the agreement was two years and continued on a month to month basis. Either party may, without cause, terminate the agreement at the end of the initial contact term or thereafter by giving the other party written "Notice of Termination of Contract" at least thirty days prior to the intended termination date.

The City engaged in discussions with Linebarger Goggan Blair & Sampson, LLP regarding their services for the Municipal Court collections. City staff feels that it will be beneficial to terminate the existing agreement with MVBA and engage the services of Linebarger Goggan Blair & Sampson, LLP.

POLICY CONSIDERATIONS:

Authorizing the City Manager to terminate the referenced agreements will not be at any additional cost to the City.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Agreement with MVBA

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO TERMINATE THE MUNICIPAL COURT COLLECTION OF DELINQUENT MUNICIPAL COURT FINES AND FEES AGREEMENT WITH MCCREARY VESELKA BRAGG & ALLEN, PC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City currently has a Municipal Court Collection of Delinquent Municipal Court Fines and Fees agreement with McCreary Veselka Bragg & Allen, PC that was executed on November 7, 2005; and

WHEREAS, as per the terms of the agreement, a thirty-day written notice must be provided to terminate the agreement; and

WHEREAS, the City Council hereby finds that terminating Municipal Court Collection of Delinquent Municipal Court Fines and Fees agreement with McCreary Veselka Bragg & Allen, PC 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, Texas hereby authorizes the City Manager to Terminate the Municipal Court Collection of Delinquent Municipal Court Fines and Fees agreement with McCreary Veselka Bragg & Allen, PC.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**CONTRACT FOR THE COLLECTION
OF DELINQUENT MUNICIPAL
COURT FINES AND FEES**

STATE OF TEXAS §
 §
COUNTY OF GONZALES §

THIS CONTRACT is made and entered into by and between the **CITY OF GONZALES, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent Municipal Court debt and accounts receivable including: fines, fees, court costs, forfeited bonds, restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement "Fines and Fees") pursuant to the terms and conditions in this contract.

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure. At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the delinquent fines and fees that are subject to this contract. Whenever feasible, the City shall furnish the information to MVBA by electronic transmission or magnetic medium. The City shall be responsible for the receipting of the payment of all fines and fees pursuant to this contract whether received directly from the defendant or MVBA.

III.

MVBA shall forward all cashier checks or money order payments made payable to the City and any correspondence from defendants directly to the Court. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the defendant by credit card or electronic draft which is deposited directly into the MVBA Trust Account. MVBA shall remit to the City all payments in full received into the MVBA Trust Account, semi-monthly, along with an invoice detailing the docket number, name of defendant, amount paid to MVBA or Court, MVBA fee percentage and fees earned for each case.

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the professional services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of twenty percent (20%) of the amount collected by the Court on those cases in which the data files are transmitted to MVBA by electronic media; or, a fee of thirty percent (30%) of the amounts collected by the Court in which the case files are not transmitted by electronic media. However, in no event shall MVBA be compensated for the collection of a delinquent Fine and Fee which exceeds the amount realized by the City from the collection of the delinquent Fine and Fee after deducting the amount due the State of Texas.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.

All compensation shall become the property of MVBA at the time of payment. The City shall pay to MVBA said compensation on a monthly basis by check.

VI.

MVBA reserves the right to return to the appropriate court all cases not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these cases, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is two years, beginning on the date this contract is executed by the parties hereto, and shall thereafter continue on a month-to-month basis. Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written "Notice of Termination of Contract" at least thirty (30) days prior to the intended termination date.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of

receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

VIII.

For purposes of sending notice under the terms of this contract, all notices from the City shall be sent to MVBA by certified United States mail, McCreary, Veselka, Bragg & Allen, P.C., Attention Harvey M. Allen, P. O. Box 26990, Austin, Texas 78755-0990, or delivered by hand or by courier, and addressed to: 5929 Balcones Drive, Suite 200, Austin, Texas 78731, and all notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the City of Gonzales, Attention: City Manager, Buddy Drake, 820 St. Joseph, Gonzales, Texas 78629.

IX.

This contract is made and is to be interpreted under the laws of the State of Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by resolution heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

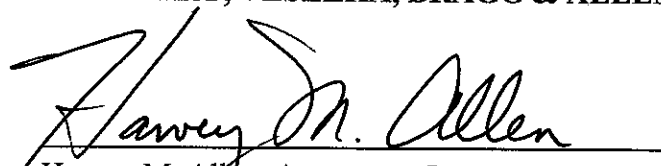
This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the 7 day of NOVEMBER, A.D. 2005.

CITY OF GONZALES, TEXAS


Buddy Drake, City Manager

McCREARY, VESELKA, BRAGG & ALLEN, P.C.


Harvey M. Allen, Attorney at Law

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2023-152 Authorizing the City Manager to execute an agreement with Linebarger Goggan Blair & Sampson, LLP for Municipal Collections of Delinquent Municipal Court Fines, and fees

DATE: December 14, 2023

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales wishes to engage the services of Linebarger, Goggan, Blair, & Sampson, LLP. to collect unpaid fines, fees and court costs owed to the City of Gonzales Municipal Court. Staff recommend approving the agreement with Linebarger, enabling the law firm to begin performing all legal services necessary to collect unpaid costs owed to the Gonzales Municipal Court, as provided in Texas Code of Criminal Procedure Art. 103.0031.

POLICY CONSIDERATIONS:

Compensated on a contingent fee basis as provided in Texas Code of Criminal Procedure Article 103.0031. This Article specifically provides for an additional collection fee in the amount of 30% in certain cases to compensate collection attorney's for all unpaid fines, fees and courts costs and paid to the firm.

FISCAL IMPACT:

There will not be a direct fiscal impact to the City of Gonzales associated with the execution of this agreement due to an additional collection fee in the amount of 30% in certain cases will be collected to compensate collection attorneys for all unpaid fines, fees and courts costs and paid to the firm.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2023-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZES THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP FOR MUNICIPAL COLLECTIONS OF DELINQUENT MUNICIPAL COURT FINES AND FEES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article 103.0031, Texas Code of Criminal Procedure, City Council is authorized to enter into a contract with a private attorney for the provision of legal services to collect debts and accounts receivable such as unpaid fines, fees, and court costs, as ordered paid by the judge of the City's Municipal Court; and

WHEREAS, Pursuant to Section 2254.1036, Texas Government Code, City Council has provided notice to the public, and hereby affirms such notice and/or makes the following findings with respect to the Contract for Fine and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP.:

- A. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services;
- B. These legal services cannot be adequately performed by the employees and supporting personnel of the City at a reasonable cost;
- C. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Texas Code of Criminal Procedure Art. 103.0031 and because the City of Gonzales does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
- D. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
- E. Linebarger Goggan Blair & Sampson, LLP has not provided these specialized legal services to the City of Gonzales in the past, but the City has been well satisfied with the quality and outcome of the legal services provided by Linebarger for delinquent tax collections.
- F. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City of Gonzales and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

WHEREAS, the City of Gonzales wishes to enter into the contingent fee contract for legal services with Linebarger, Goggan, Blair, & Sampson, LLP (hereinafter “Linebarger”) being the Contract for Fines and Fees Collection Services attached hereto; and

WHEREAS, the City Council hereby finds that entering into an agreement for collection of Municipal Court Fines and Fees and authorizing the City Manager to execute said agreement to be in the best interest of the citizens 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 authorizes the City Manager to execute an agreement with Linebarger Goggan Blair & Sampson, LLP for Municipal Collections attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF Gonzales

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between City of Gonzales, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and Fees are subject to this AGREEMENT pursuant to the terms of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003].

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than weekly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) Thirty percent (30%) percent, pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, of all the fines and fees subject to the terms of this AGREEMENT that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed after June 18, 2003.

(b) All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and

database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective ____ day of _____, 2023 (the "Effective Date") and shall expire on ____ day of _____ 2027 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Timothy L. Crow
City Manager, City of Gonzales
PO Box 547
Gonzales, Texas 78659
tcrow@gonzales.texas.gov

7.06. Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.07 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.08 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

EXECUTED ON the _____ day of _____, 2023.

By: _____
Timothy L. Crow, City Manager

Linebarger Goggan Blair & Sampson, LLP

By: _____
Rashay K. Chapa, Partner

For the FIRM

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2023-15 Updating and amending regulations for construction, installation and maintenance of private utilities and facilities in City Rights-of-way; providing that violations of this Ordinance are Class C Misdemeanors subject fines not to exceed \$2,000.00

DATE: December 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

In review of the City's Code of Ordinances, it was determined that the City did not have adequate guidelines in place to issue right-of-way permits to private companies for the construction, installation or operation of facilities within the right-of-way. The existing ordinance was adopted in 1995 and has not been modified since. City staff is proposing to update and amend the existing ordinance to provide appropriate guidance to staff as well of entities that are desiring to construct within the City's right-of-way. The adoption of such ordinance will expedite the permitting process for entities wishing to install within the city's right-of-way.

POLICY CONSIDERATIONS:

As per Section 51 of the Local Government Code a governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that (1) is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and (2) is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Respectfully request approval of this ordinance.

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS UPDATING AND AMENDING REGULATIONS FOR CONSTRUCTION, INSTALLATION AND MAINTENANCE OF PRIVATE UTILITIES AND FACILITIES IN CITY RIGHTS-OF-WAY; PROVIDING THAT VIOLATIONS OF THIS ORDINANCE ARE CLASS C MISDEMEANORS SUBJECT TO FINES NOT TO EXCEED \$2,000.00; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales, Texas is a Home Rule Municipality with general enforcement authority for rules, ordinance and police powers under Tex. Loc. Gov't Code Section 54.001; and

WHEREAS, it is necessary to regulate the construction, installation and maintenance, through permitting, of private utilities and facilities in the city rights-of-way; and

WHEREAS, the City is responsible for the promotion of public health, safety, morals and the general welfare of the community and land development; and

WHEREAS, the City has determined that it is in the best interest of the City to update and amend regulations regarding the construction, installation and maintenance, through permitting, of private utilities and facilities in city rights-of-way which will benefit the health, safety and general welfare of the community.

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

Section 1. The City Council of the City of Gonzales, Texas hereby updates and amends the City of Gonzales Code of Ordinances Division 3 Right of Way Excavations and Permits as set forth in the attached "Exhibit A".

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

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

Section 4. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

Section 7. This Ordinance shall become in force and effect from and after its final passage and it is so resolved.

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

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT "A"

Note: Additions are noted as underlined and deletions as ~~strikethroughs~~.

Division 3 **Excavations**

3.126 Permit Provisions.

- ~~(a) Before cutting or excavating any street or alley, the person, firm, association or corporation so desiring to do same shall apply for a permit to do same with the city secretary. The contents of such permit application shall contain the following:~~
- ~~(1) Name of person, firm, association or corporation desiring such permit and their address along with the name, address and telephone number of the person or persons to contact in the event of problems with the proposed excavation.~~
 - ~~(2) Location of the excavation and approximate size thereof.~~
 - ~~(3) A corporate surety performance bond in the amount of \$5,000.00 payable to the city for any violation of requirements of Section 3.127 shall be submitted with such application.~~
 - ~~(4) The fee stated in the master rate and fee schedule will be tendered for the permit fee.~~
 - ~~(b) If the city secretary is of the opinion that subsection (a) of this section has been complied with, he shall issue a permit.~~

3.127 Repair Requirements.

- ~~(a) All dirt, asphalt, sand, clay, rock and gravel excavated shall be removed from the site within 24 hours of such excavation.~~
- ~~(b) Any piping shall be bedded in sand or pea gravel. The hole created by such excavation shall be filled with crushed limestone, no larger than ¾ inch in size.~~
- ~~(c) On all asphalt streets, a minimum of one inch (1") of compacted asphalt shall be placed on top of the crushed limestone.~~
- ~~(d) On all gravel streets, compacted pit run gravel shall be placed on top of the crushed limestone, and such gravel shall be at least of the same quality as the rest of the street surface.~~

3.128 General Requirements.

- ~~(a) Adequate warning devices, flares, and barriers shall be provided by the permit holder for the protection of the general public.~~
- ~~(b) In the event of cave in or rain, the permit holder, must within one hour's notice to the person or person named in the application, shall have equipment and personnel at the site of the excavation to repair the street or alley.~~

~~(c) The city manager or his designee shall be allowed to inspect any excavation site at any time.~~

§ 3.129 Violations.

~~Should any person, firm, association or corporation excavate or cut into any street or alley within the corporate limits of the city without first obtaining a permit, then such act shall be deemed offense against the ordinances of the city and shall be punished in accordance with the general penalty provision set forth in Section 1.109 of this code. The city shall also be entitled to injunctive relief in district court against such person, firm, association or corporation.~~

3.130 through § 3.149. (Reserved)

RIGHTS-OF-WAY EXCAVATIONS AND PERMITS

3.126 Compliance required.

No person shall commence or continue with the construction, installation or operation of facilities within the right-of-way in the city except as provided by the ordinances of the city and the directives of the city. All construction activity in the city right-of-way will be in accordance with this article.

3.127 Registration of users; construction permit required.

(a) *Registration.* In order to protect the public health, safety and welfare, all users of the right-of-way will register with the city. Registration and permits will be issued in the name of the person who will own the facilities. Registration must be renewed every five years. For utilities with a current franchise or license, the franchise or license will be evidence of renewal. If a registration is not renewed and subject to 60-day notification to the owner, the facilities of the user will be deemed to have been abandoned. When any information provided for the registration changes, the user will inform the city of the change no more than 30 days after the date the change is made. Registration shall include:

- (1) The name of the user of the right-of-way;
- (2) The name, street address, mailing address and telephone number of people who will be the contact persons for the user;
- (3) The name, address and telephone number of any contractor or subcontractor, if known, who will be working in the right-of-way on behalf of the user;
- (4) The names and telephone number of an emergency contact who shall be available 24 hours a day;
- (5) Proof of insurance and bonds.
 - a. An applicant must provide acceptable proof of liability insurance in the total amount of \$6,000,000.00 (\$1,000,000.00 primary plus \$5,000,000.00 umbrella) to

the city or other levels as acceptable to the city. The applicant's contractors must maintain \$2,000,000.00 of liability insurance.

- b. The coverage must be on an occurrence basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, and underground, explosion and collapse hazards.
- c. Each policy must include a cancellation provision in which the insurance company is required to notify the city in writing not fewer than 30 days before canceling, failing to renew, or reducing policy limits.
- d. The applicant must file the required original certificate of insurance before commencing work. The certificate must state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts.
- e. The applicant must file an annual surety bond that will be valid each year construction will occur through one full year after the completion of the construction from a surety company authorized to do business in the state in the amount of the estimated amount of the cost to restore the right-of-way in accordance with this Code for the work anticipated to be done in that year in the event the applicant leaves a job site in the right-of-way unfinished, incomplete or unsafe.
- f. The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the city.

(b) Construction permit.

- (1) No person may perform any construction, installation or maintenance of facilities in the right-of-way without first obtaining a construction permit, except as provided herein. The permit will be in the name of the person who will own the facilities to be constructed. The permit must be completed and signed by a representative of the owner of the facilities to be constructed.
 - a. Emergency responses related to existing facilities may be undertaken without first obtaining a permit; however, the city must be notified orally within two hours and in writing within 24 hours of any construction related to an emergency response, including a reasonably detailed description of the work performed in the right-of-way and an updated map of any facilities that were relocated, if applicable. After regular business hours, the oral notification must be provided to the city police department.
 - b. The phrase "construction or installation of facilities" does not include:
 - 1. Installation of facilities on a customer's property that is necessary to initiate service to that customer's property; or
 - 2. Repair or maintenance of existing facilities, unless such repair or maintenance requires the breaking of pavement, the closure of a traffic lane, excavation, or boring.

- (2) The permit will state to whom it is issued, location of work, location of facilities, dates and times work is to take place and any other conditions set out by the city administrator or his designee.
- (3) The person requesting a permit must provide the city administrator or his designee with documentation in the format specified by the city describing:
- a. The proposed approximate location and route of all facilities to be constructed or installed and the applicant's plan for right-of-way construction.
 - b. Engineering plans on a scale of "one inch equals 100 feet" in both hard copy and computer format, unless otherwise approved by city.
 - c. Detail of the location of all right-of-way and utility easements which the applicant plans to use.
 - d. Detail of all existing city utilities, based upon information provided by the city (to the extent such information is available), in relationship to the applicant's proposed route.
 - e. Detail of what the applicant proposes to install, such as pipe size, number of interducts, valves, etc.
 - f. Detail of plans to remove and replace asphalt or concrete in streets (include city standard construction details or other standard construction details approved by the city's engineer).
 - g. Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, etc., including depth located in the public right-of-way at the time construction was completed.
 - h. Handhole or manhole typicals of type of manholes or handholes the applicant plans to use or access.
 - i. Complete legend of drawings submitted by the applicant.
 - j. Five sets of engineering plans must be submitted with the permit application.
 - k. The name, address and telephone numbers of the construction supervisor, contractor or subcontractor who will coordinate or perform the actual construction, including the name and telephone numbers, including office, cell phone and pager numbers, of an individual who will be available at all times during construction. Such information is required before any work commences.
 - l. The construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the right-of-way, and the dates and times work will occur, all of which (methods, dates, times, etc.) are subject to approval of the city administrator or his designee.
 - m. A statement that the requirements of subsection (a)(5) of this section or the applicant's franchise, if applicable, are met.
 - n. Other information required by the city.
- (4) All construction and installation in the right-of-way must be in accordance with the permit for the facilities. The city administrator or his designee must be provided access

- to the work and to such further information as he may reasonably require to ensure compliance with the permit.
- (5) A copy of the construction permit and approved engineering plans must be maintained at the construction site and made available for inspection by the city administrator or his designee at all times when construction or installation work is occurring.
 - (6) All construction or installation work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the permittee may request an extension from the city administrator or his designee. The city administrator or his designee will use his best efforts to approve or disapprove a request for permit as soon as possible.
 - (7) A copy of any permit or approval issued by federal or state authorities for work in federal or state right-of-way located in the city must be provided to the city.
 - (8) A request for a permit must be submitted at least five working days before the proposed commencement of work in the request, unless waived by the city administrator or his designee.
 - (9) Requests for permits will be approved or disapproved by the city administrator or his designee within five working days of receiving all the necessary information. The city administrator or his designee will use his best efforts to approve or disapprove a request for permit as soon as possible.
 - (10) The city or the applicant can request a pre-construction meeting with the permittee and their construction contractor.
 - (11) Permit applications are required for construction on new, replacement or upgrading of the company's facilities in the right-of-way, either aerial or underground.

3.128 Revocation or denial of permit.

If any of the provisions of this article are not followed, a permit may be revoked by the city administrator or designee. If a person has not followed the terms and conditions of this article in work done pursuant to a prior permit, new permits may be denied or additional terms required.

3.129 Appeals.

Appeal from denial or revocation of permit or from the decision of the city administrator is to the city council. Appeal shall be filed with the city secretary within 15 days from the date of the decision being appealed.

3.130 Construction standards.

- (a) The city must be notified 24 hours in advance that construction is ready to proceed by either the right-of-way user or their contractor or representative. At the time of notification, the

right-of-way user will inform the city of the number (or other information) assigned from the one-call system.

- (b) All construction must be in conformance with all city codes and applicable local, state and federal laws, including all traffic control devices required by the Texas Manual on Uniform Traffic Control Devices.
- (c) Information signs stating the identity of the person doing the work and telephone number, must be placed at the location where construction is to occur 48 hours before the work begins in the right-of-way and must be continually posted at the location during the entire time the work is occurring. An informational sign must be posted on public right-of-way 100 feet before the construction location commences and each 100 feet thereafter, unless other posting arrangements are approved or required by the city.
- (d) Erosion control measures (e.g., silt fence) and advance warning signs, markers, cones and barricades must be in place before work begins.
- (e) Lane closures on city streets will be limited after 8:30 a.m. and before 4:00 p.m. unless the city grants prior approval.
- (f) Permittees are responsible for the workmanship and any damages by contractors or subcontractors. A responsible representative of the permittee will be available to public works at all times during construction.
- (g) Permittees are responsible for stormwater management erosion control that complies with city, state and federal guidelines. Requirements include, but are not limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire-backed silt fencing. Upon request, the permittee may be required to furnish documentation submitted or received from federal or state government regarding stormwater management.
- (h) The permittee or contractor or subcontractor will notify the city immediately of any damage to other utilities, either city or privately owned.
- (i) It is the city's policy not to cut streets or sidewalks; however, when a street or sidewalk cut is required and no reasonable alternative construction methods are available, prior approval must be obtained from the city council and all requirements of the city must be followed. Repair of all street and sidewalk removals must be made promptly to avoid safety hazards to vehicle and pedestrian traffic. In addition to replacement and recompaction of base material, sidewalks or curbs to as new condition, repair of any street cuts must include replacement of pavement from curb to curb and corner to corner along the street that is cut, unless otherwise approved in advance by the city council. If additional conduit pipe is available for use, the user may not cut any street, curb or sidewalk, must use the conduit for underground facilities, and must reimburse the installer of that conduit pipe for the pro rata share of actual construction cost to install the conduit. The permittee must provide the city with a two-year maintenance bond in an amount sufficient to protect the city's interests as determined by the city.
- (j) Installation of facilities must not interfere with city utilities, in particular gravity-dependent facilities.

- (k) New facilities must be installed to a depth approved by the city. When new conduit is installed, additional conduit pipes must be installed in the same trench as approved by the city to allow other utilities to utilize the conduit without disturbing the city streets and sidewalks.
- (l) All directional boring shall have a locator place bore marks and depths while the bore is in progress. The locator must place a mark at each stem with paint dot and depth at least every other stem.
- (m) The working hours in the rights-of-way are 7:00 a.m. to 7:00 p.m., Monday through Friday. Work that needs to be performed after 7:00 p.m. Monday through Friday must be approved in advance by the city. Any work performed on Saturday must be approved at least 24 hours in advance by the city. Directional boring is permitted only Monday through Friday, 7:00 a.m. to 7:00 p.m., unless approved in advance. No work will be done, except for emergencies, on city holidays or Sundays.
- (n) People working in the right-of-way are responsible for obtaining line locates from all affected utilities or others with facilities in the right-of-way prior to any excavation. Use of the geographic information system or the plans of record does not satisfy this requirement.
- (o) The permittee will be responsible for verifying the location, both horizontal and vertical, of all facilities. When required by the city, the permittee must verify locations by pot holing, hand digging or other method approved by the city before any excavation or boring, with the exception of work involving lane closures, as discussed above.
- (p) Placement of all manholes or handholes must be approved in advance by the city. Handholes or manholes may not be located in sidewalks, unless approved by the city.
- (q) Placement of all aboveground facilities in the public right-of-way or public utility easements must be approved in advance by the city. All aboveground facilities must be designed and installed to minimize the visual impact of the facilities on the surrounding property and the possibility of adverse impact to public safety and welfare. In addition, all aboveground facilities must be landscaped, bermed or attractively fenced in such a manner as to screen the facilities from view from adjacent streets and property owners. Landscaping, berms and fencing must be approved in advance by the city. For purposes of this subsection, the term "aboveground facilities" means equipment or structures that protrude above the natural grade or surface of the land, without regard to the existence of equipment or structural components below the natural grade or the surface of the land.
- (r) The permittee, his contractors or subcontractors may not remove locate flags. Locate flags may not be removed from a location while facilities are being constructed.
- (s) Construction that requires pumping of water or mud shall be contained in accordance with city ordinances and federal and state law and the directives of the city.

3.131 Submission of plans of record.

- (a) Right-of-way users will provide the city administrator or his designee with plans of record within 90 days of completion of facilities in the right-of-way. Users which have facilities in the right-of-way existing as of the effective date of the ordinance from which this article is

derived who have not provided plans of record plans must provide one-half of the information concerning facilities in the city right-of-way within one year after the passage of the ordinance from which this article is derived and the remaining materials six months thereafter. The plans must be provided to the city with as much detail and accuracy as required by the city's engineer. All the requirements specified for the plans submitted for the initial permit, as set forth above, must be submitted and updated in the plans of record. The detail and accuracy will concern issues such as location, size of facilities, materials used, and any other health, safety and welfare concerns. The details need not include matters such as capacity of lines, customers, or competitively sensitive details. Submittal of plans of record must be in digital format and hard copy.

(b) This requirement, or portions of this requirement, may be waived by the city for good cause.

3.132 Alteration of facilities due to public works projects.

Whenever, by reason of widening or straightening of streets, water or sewer line projects, or any other public works projects (e.g., install or improve storm drains, water lines, sewer lines, etc.), it is deemed necessary by the city council to remove, alter, change, adapt, or conform the underground or overhead facilities of a right-of-way user to another part of the right-of-way, such alterations must be made by the owner of the facilities at the owner's expense (unless provided otherwise by state law or a franchise in effect on the date the ordinance from which this article is derived is approved until that franchise expires or is otherwise terminated) within the time limits set by the city administrator and city engineer or their designees working in conjunction with the owner of the facilities, or, if no timeframe can be agreed upon, within 90 days from the day the notice was sent to make the alterations, unless a different schedule has been approved by the city. Facilities not moved after 90 days or within the approved schedule, as same may be extended from time to time, are deemed abandoned after 30 days' notice.

3.133 Improperly installed facilities.

(a) Any person doing work in the city right-of-way must properly install, repair, upgrade and maintain facilities.

(b) Facilities will be considered to be improperly installed, repaired, upgraded or maintained if:

(1) The installation, repairs, upgrade or maintenance endangers people;

(2) The facilities do not meet the applicable city codes;

(3) The facilities are not capable of being located using standard practices;

(4) The facilities are not located in the proper place at the time of construction in accordance with the directions provided by the city.

3.134 Restoration of property.

- (a) Notwithstanding any other provisions within this ordinance, users of the right-of-way must properly restore all property affected, damaged, destroyed or otherwise disturbed by construction, maintenance, operation, repair or replacement of facilities to a condition that is equal to or better than the condition of the property before the performance of the work. Restoration must be approved by the city.
- (b) Restoration must be to the reasonable satisfaction of the city and the property owner. The restoration includes, but is not limited to:

 - (1) Replacing all ground cover with the type of ground cover damaged or disturbed during work or better either by sodding or seeding, as directed by the city;
 - (2) Installation of all manholes and handholes, as required;
 - (3) Backfilling all bore pits, potholes, trenches or any other holes daily, unless other safety requirements are approved by the city engineer in advance;
 - (4) Leveling of all trenches and backhoe lines;
 - (5) Restoration of the excavation site to city specifications;
 - (6) Restoration, repair or replacement of all improvements, landscaping, ground cover, and sprinkler systems, including, but not limited to, turf, trees, plantings, shrubbery, walkways, curbs, driveways, drainage systems, mailboxes, lighting, wiring, plumbing, retaining walls, fences, fixtures and other improvements whether similar or dissimilar.
- (c) All locate flags shall be removed during the cleanup process by the permittee or his contractor at the completion of the work.
- (d) Restoration must be made within 15 days of any damage, destruction or disturbance and to the satisfaction of the city and the property owner, unless otherwise extended by the city in writing before construction begins. If restoration is not satisfactory and performed in a timely manner, all work in progress, except that related to the problem, including all work previously permitted but not complete, may be halted by the city and a hold may be placed on any permits not approved until all restoration is complete.

3.135 Damage to utility or irrigation system.

Persons doing work in the right-of-way must immediately notify the city and the utility owner of damage to any utility or irrigation system serving any property within the city and must pay all costs incurred by the utility or system owner to repair the damage caused by the person.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2023-16 Amending the City of Gonzales Master Rate and Fee Schedule; Revising Various Golf Course Fees

DATE: December 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

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

City staff is bringing forward some proposed amendments to the Master Rate and Fee Schedule that the Golf Course Advisory Board would like to implement. The Golf Course Superintendent is requesting the following changes: (1) Friday – Sunday Green fees (9 holes) for Veterans, military and seniors (including holidays) increase from \$15 to \$18; (2) Friday – Sunday Green fees (18 holes) for Veterans, military and seniors (including holidays) increase from \$20 to \$23; (3) Non-Prime Season rental of entire golf course for ½ day (Prime April 1 – Sept. 30) increase from \$500 to \$600; (4) Non-Prime Season rental of entire golf course for entire day (Prime April 1 – Sept. 30) increase from \$1,000 to \$1,200; (5) Scramble on Wednesday has twilight fee - Green fee \$5 to increase to \$10 and Cart fee \$5 to increase to \$6; (6) Remove pricing on water sales, concession and gatorade which allows changes throughout the year.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The Golf Course has already been charging the increased prices, so there is no fiscal impact to the City of Gonzales.

ATTACHMENTS:

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

STAFF RECOMMENDATION:

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

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, AMENDING THE CITY OF GONZALES MASTER RATE AND FEE SCHEDULE; REVISING VARIOUS GOLF COURSE FEES; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, City staff is bringing forward various proposed amendments for golf course fees to the Master Rate and Fee Schedule and they are noted on the redline version that is attached as Exhibit “A”; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby adopts and approves the Master Rate and Fee Schedule as set forth in the attached “Exhibit A” effective December 14, 2023.

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

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

RV Sites in Independence Park - Daily	\$35.00
RV Sites in Independence Park - Weekly	\$210.00
Disc Golf	\$75 rental fee, \$50 deposit

CEMETERY

Cemetery Grave Space/Interment Right	\$400.00
Interment Transfer	\$25.00
Interments	\$100.00
Disinterments	\$50.00
Permit/Inspection Fee (curb) Include Base Permit fee \$50 and project area is \$0.04 per sq. ft.	
Permit/Inspection Fee (monument placement) Include Base Permit fee \$50	\$50.00

GOLF COURSE

Water Sales	\$1.00
Concession	\$0.92
Gatorade	\$1.39
Monday - Thursday Green Fees (9 holes) (Not including Holidays)	\$15.00
Friday - Sunday Green Fees (9 holes) (Including Holidays)	\$20.00
Monday - Thursday Green Fees (18 holes) (Not including Holidays)	\$20.00
Friday - Sunday Green Fees (18 holes) (Including Holidays)	\$25.00
Monday - Thursday Green Fees (9 holes) for Veterans, military and seniors (Not Including Holidays)	\$13.00
Friday - Sunday Green Fees (9 holes) for Veterans, military and seniors (Including Holidays)	\$15.00 \$18.00
Monday - Thursday Green Fees (18 holes) for Veterans, military and seniors (Not Including Holidays)	\$18.00
Friday - Sunday Green Fees (18 holes) for Veterans, military and seniors (Including Holidays)	\$20.00 \$23.00
Juniors Green Fees	\$10.00
Non-Prime Season rental of entire golf course for 1/2 day (Prime April 1 - Sept. 30)	\$500.00 \$600.00
Prime Season rental of entire golf course for 1/2 day (Prime April 1 - Sept. 30)	\$750.00
Non-Prime Season rental of entire golf course for entire day (Prime April 1 - Sept. 30)	\$1,000.00 \$1,200.00
Prime Season rental of entire golf course for entire day (Prime April 1 - Sept. 30)	\$1,500.00
Cart Rental 9 holes	\$12.00
Cart Rental 18 holes	\$20.00
Annual membership -single	\$450.00
Annual membership -family	\$550.00
Annual membership -junior	\$100.00
Cart Stall rental - inside	\$200.00
Cart Stall rental - outside	\$250.00
Scramble on Wednesday has twilight fee Green fee \$5.00 \$10.00 and Cart fee \$5.00 \$6.00	
Trail Fee for non-members using personal carts	\$5.00

ANIMAL CONTROL FEES

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

AIRPORT

Old T-hangar monthly rent (B)	\$225.00
New T-hangar monthly rent (A)	\$275.00
Small hangar monthly rent (D)	\$350.00

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Public Hearing, Discussion & Possible Action on Ordinance #2023-17 Amending the Official Zoning Map by Zoning Properties listing from C-1 Light Commercial District to DMU Downtown Mixed Use District

DATE: December 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

In February 2021 the City Council approved a full rewrite to the City's Zoning Ordinance after recommendation from the Planning & Zoning Commission. The current zoning designation for most of the downtown area is C-1 Light Commercial. C-1 requires a minimum ten (10) foot front yard setback, zero setbacks on the side yards and rear yard, and has a maximum impervious area of 75%. It also requires a minimum lot width of sixty (60) feet and a minimum lot depth of 100 feet. Most of the existing downtown area structures and development were built over time with different setbacks and lot dimensional requirements and are not in compliance with the C-1 zoning regulations. This noncompliance could lead to issues if a property owner wants to add-on, remodel, or if there is a need to rebuild due to damage from a fire or other disaster. To address the unique downtown area, a special zoning district was developed and adopted with the 2021 Zoning Ordinance.

The Downtown Mixed Use District (DMU) was created to provide opportunities for the use of substantial land areas and buildings within the city and downtown area that have unique qualities associated with the history and culture of the area and its people. Reduced setbacks and parking requirements are provided as part of this district due to physical constraints and to preserve the look and feel of the downtown area. Preservation of existing buildings is encouraged to promote the history and culture of the community. The DMU district has zero front, side and rear setbacks and allows 100% maximum impervious area coverage. The downtown mixed use also allows awnings or covered areas to extend or project into the right-of-way with written approval from the City Manager. The parking requirements are also reduced within the DMU to take advantage of public parking lots and on-street parking.

Since the adoption of the new DMU district, there have been a few properties that have requested and been rezoned to DMU. City Staff feels that most of the commercially used properties in the downtown area would greatly benefit from rezoning to DMU. To help kick start the use of this district and continue to encourage the preservation of existing buildings, renovation, and revitalization of downtown, staff requested that the City Council initiate a City Sponsored rezone. On January 19, 2023, the City Council took action to initiate a City sponsored rezoning for the Downtown Mixed Use District (DMU) and provided an opportunity to allow property owners of downtown commercially used property to voluntarily rezone to DMU free of charge.

Notifications were mailed to the properties within the DMU eligibility area on April 4, 2023. The City received applications for a zoning change from twenty-three properties within the eligibility area that were zoned C-1 Light Commercial District to be rezoned DMU, Downtown Mixed Use.

A notice was published in the newspaper on November 16, 2023, and notices were mailed to property owners within 200' of the subject property on November 14, 2023. One hundred sixty-two notices were mailed to the surrounding property owners within 200 feet of the properties requesting rezone. As of preparation of the staff report, seventeen property owners filed letters of no objection.

POLICY CONSIDERATIONS:

Staff has solicited input from the City's contract planner and reviewed the City's Zoning Ordinance and Comprehensive Plan. The DMU district is intended to address the unique development patterns in the downtown area and support the continued development and revitalization of the downtown area. The rezoning request is consistent with the Comprehensive Plan and Staff recommends approval of the requested zoning change.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Rezone listing, Objection/No Objection letters, P&Z Report, and recommendation

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this ordinance.

Planning & Zoning Commission Report and Recommendation

The City of Gonzales Planning & Zoning Commission convened on December 4, 2023, at 5:15 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas.

PLANNING & ZONING COMMISSION

Tim Gescheidle
Rose Ruiz-Jones
Tom Tiller
Paul Neuse
Robert Cantu, Jr.
Manuel Pena, Jr.

CITY STAFF

Kristina Vega, Zoning Administrator
Timothy L. Crow, City Manager
Bryce Cox, Contract Planner
Susan Sankey, EDC Director
Erica Leopold, Admin Asst.
Tiffany Hutchinson-Padilla, Main Street Dir.

COMMISSIONERS ABSENT

Pedro DeLuna

REPORT

Chairman Gescheidle read and asked for a staff report regarding the item: Hold a public hearing, consider, and make a recommendation to City Council on a proposal to rezone the properties listed from C-1 Light Commercial to DMU Downtown Mixed Use District.

Address/Parcel) 425 St. James/11636; 515 St. Joseph/11650; 507 St. George/11660; 726 St. Paul/11668; 509 St. Joseph/11673; 510 St. Andrew/11674; 313 St. Lawrence/11679; 621 St. Joseph/11701; 510 St. Paul/11706; 322 St. George/11708; 623/627 St. Paul/11714; 300 Blk St. George/11722; 500 Blk St. James/11723; 516 St. Paul/11725; 305 St. Lawrence/11754; 621 St. Paul/11798; 602 St. Paul/11820; 617 St. Paul/11836; 619 St. Paul/11838; 419 St. James/11865; 415 St. George/11888; 421 St. James/11889; 335 St. George/11919; 300 Blk St 11920; 342 St. George/11921; 332 B St. George/11924; 521 St. Joseph/11928; 307 St. Lawrence/11956; 607 St. Joseph/11968; 612 St. James/11971/ 306 St. George/11986; 405 St. James/11990; 614 St. Paul/11998; 411 St. James/12002; 418 St. Francis/12003; 301 St. George/23487; 200 Blk St. Lawrence/24911; and 607 St. Joseph/27437

Zoning Administrator, Kristina Vega gave a staff presentation stating the zoning request was received to rezone the twenty-three properties in response to the city sponsored rezone. The Downtown Mixed Use District (DMU) was created in 2021 to provide opportunities for the use of substantial land areas and buildings within the city and downtown area that have unique qualities associated with the history and culture of the area and its people. Reduced setbacks and parking requirements are provided as part of this district due to physical constraints and to preserve the look and feel of the downtown area. Preservation of existing buildings is encouraged to promote the history and culture of the community. The DMU district has zero front, side and rear setbacks and allows 100% maximum impervious area coverage. Since the adoption of the new DMU district, there have been a few properties that have requested and been rezoned to DMU. To help kick start the use of this district and continue to encourage the preservation of existing buildings, renovation, and revitalization of downtown, staff requested that the City Council initiate a City Sponsored rezone. On January 19, 2023, the City Council took action to initiate a City sponsored

rezoning for the Downtown Mixed Use District (DMU) and provided an opportunity to property owners of downtown commercially used property to voluntarily rezone to DMU free of charge.

Notifications were mailed to the properties within the DMU eligibility area on April 4, 2023. The City received applications for a zoning change from twenty-three properties within the eligibility area that were zoned C-1 Light Commercial District to be rezoned DMU, Downtown Mixed Use District. A total of 162 notification letters were mailed. A notice was published in the newspaper on November 16, 2023, and notices were mailed to property owners within 200' of the subject property on November 14, 2023. One hundred sixty-two notices were mailed to the surrounding property owners within 200 feet of the properties requesting rezone. As of preparation of the staff report, thirteen property owners filed letters of no objection.

Chairman Gescheidle opened the Public Hearing.

Gonzales Economic Development Director, Susan Sankey and Main Street Director, Tiffany Hutchinson-Padilla both spoke in favor of the Downtown Mixed Use but asked that there be some protections be provided to preserve the balance of housing and retail in the downtown business district.

Doug Phelan, a downtown property owner spoke in favor of the rezone of the properties being rezoned to Downtown Mixed Use.

No other comments were made.

Chairman Gescheidle closed the Public Hearing.

Chairman Gescheidle asked for a motion. Commissioner Tiller made a motion to accept and make a recommendation to City Council to rezone the listed properties from C-1 Light Commercial to DMU Downtown Mixed Use District. Commissioner Neuse seconded the motion. Chairman Gescheidle asked for a roll call vote. Commissioners Neuse, Tiller, Ruiz-Jones, Cantu, Pena and Gescheidle all voted aye.

ORDINANCE NO. 2023-17

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AMENDING THE OFFICIAL ZONING MAP BY ZONING PROPERTY (ADDRESS/PARCEL) 425 ST. JAMES/11636; 515 ST. JOSEPH/11650; 507 ST. GEORGE/11660; 726 ST. PAUL/11668; 509 ST. JOSEPH/11673; 510 ST. ANDREW/11674; 313 ST. LAWRENCE/11679; 621 ST. JOSEPH/11701; 510 ST. PAUL/11706; 322 ST. GEORGE/11708; 623/627 ST. PAUL/11714; 300 BLK ST. GEORGE/11722; 500 BLK ST. JAMES/11723; 516 ST. PAUL/11725; 305 ST. LAWRENCE/11754; 621 ST. PAUL/11798; 602 ST. PAUL/11820; 617 ST. PAUL/11836; 619 ST. PAUL/11838; 419 ST. JAMES/11865; 415 ST. GEORGE/11888; 421 ST. JAMES/11889; 335 ST. GEORGE/11919; 300 BLK ST 11920; 342 ST. GEORGE/11921; 332 B ST. GEORGE/11924; 521 ST. JOSEPH/11928; 307 ST. LAWRENCE/11956; 607 ST. JOSEPH/11968; 612 ST. JAMES/11971/ 306 ST. GEORGE/11986; 405 ST. JAMES/11990; 614 ST. PAUL/11998; 411 ST. JAMES/12002; 418 ST. FRANCIS/12003; 301 ST. GEORGE/23487; 200 BLK ST. LAWRENCE/24911; AND 607 ST. JOSEPH/27437 FROM C-1 LIGHT COMMERCIAL DISTRICT TO DMU DOWNTOWN MIXED USE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROPER NOTICE AND MEETING; REPEALING ALL ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Gonzales, Texas as previously created and appointed a Planning and Zoning Commission as authorized by the Texas Local Government Code; and

WHEREAS, the Texas Local Government Code authorizes a municipality to adopt zoning districts after compliance with statutory notice provisions; and

WHEREAS, the City Council approved a city sponsored rezone on January 19, 2023 for the DMU Downtown Mixed Use District and provided an opportunity for downtown commercially used properties to voluntarily rezone free of charge; and

WHEREAS, City staff received a request for twenty-three properties to opt-in to the voluntary rezone; and

WHEREAS, on December 4, 2023, the Planning and Zoning Commission conducted a public hearing on the potential rezoning and after considering the testimony and evidence, hereby makes a recommendation of approval of the proposed zoning changes; and

WHEREAS, on December 14, 2023, the City Council conducted a public hearing and after considering the testimony, evidence and recommendation by the Planning and Zoning Commission, determined it to be in the public interest to amend the City's Comprehensive Zoning Ordinance and Zoning Map, which in its best judgment promotes the health, safety, morals, and general welfare and protect the use and enjoyment of property throughout the City.

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

Section 1. The Properties commonly known as located at (Address/Parcel) 425 St. James/11636; 515 St. Joseph/11650; 507 St. George/11660; 726 St. Paul/11668; 509 St. Joseph/11673; 510 St. Andrew/11674; 313 St. Lawrence/11679; 621 St. Joseph/11701; 510 St. Paul/11706; 322 St. George/11708; 623/627 St. Paul/11714; 300 Blk St. George/11722; 500 Blk St. James/11723; 516 St. Paul/11725; 305 St. Lawrence/11754; 621 St. Paul/11798; 602 St. Paul/11820; 617 St. Paul/11836; 619 St. Paul/11838; 419 St. James/11865; 415 St. George/11888; 421 St. James/11889; 335 St. George/11919; 300 Blk St 11920; 342 St. George/11921; 332 B St. George/11924; 521 St. Joseph/11928; 307 St. Lawrence/11956; 607 St. Joseph/11968; 612 St. James/11971/ 306 St. George/11986; 405 St. James/11990; 614 St. Paul/11998; 411 St. James/12002; 418 St. Francis/12003; 301 St. George/23487; 200 Blk St. Lawrence/24911; and 607 St. Joseph/27437; in Gonzales, Texas from C-1 Light Commercial District to DMU Downtown Mixed Use District, further described in Exhibit A.

Section 2. The Official Zoning Map of the City of Gonzales, Texas shall be revised to reflect the above amendment.

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

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

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

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

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

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Gonzales, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Gonzales except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED, ADOPTED, APPROVED, AND EFFECTIVE THE 14th DAY of December 2023.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT A

The below listed property is rezoned from C-1 Light Commercial District to DMU Downtown Mixed Use District.

Property Address:
425 St. James
Parcel: 11636

Property Address:
516 St. Paul
Parcel: 11725

Property Address:
332 B St. George
Parcel: 11924

Property Address:
515 St. Joseph
Parcel: 11650

Property Address:
305 St. Lawrence
Parcel: 11754

Property Address:
521 St. Joseph
Parcel: 11928

Property Address:
507 St. George
Parcel: 11660

Property Address:
621 St. Paul
Parcel: 11798

Property Address:
307 St. Lawrence
Parcel: 11956

Property Address:
726 St. Paul
Parcel: 11668

Property Address:
602 St. Paul
Parcel: 11820

Property Address:
607 St. Joseph
Parcel: 11968

Property Address:
509 St. Joseph
Parcel: 11673

Property Address:
617 St. Paul
Parcel: 11836

Property Address:
612 St. James
Parcel: 11971

Property Address:
510 St. Andrew
Parcel: 11674

Property Address:
619 St. Paul
Parcel: 11838

Property Address:
306 St. George
Parcel: 11986

Property Address:
313 St. Lawrence
Parcel: 11679

Property Address:
419 St. James
Parcel: 11865

Property Address:
405 St. James
Parcel: 11990

Property Address:
621 St. Joseph
Parcel: 11701

Property Address:
415 St. George
Parcel: 11888

Property Address:
614 St. Paul
Parcel: 11998

Property Address:
510 St. Paul
Parcel: 11706

Property Address:
421 St. James
Parcel: 11889

Property Address:
411 St. James
Parcel: 12002

Property Address:
322 St. George
Parcel: 11708

Property Address:
335 St. George
Parcel: 11919

Property Address:
418 St. Francis
Parcel: 12003

Property Address:
623/627 St. Paul
Parcel: 11714

Property Address:
300 Blk St. George
Parcel: 11920

Property Address:
301 St. George
Parcel: 23487

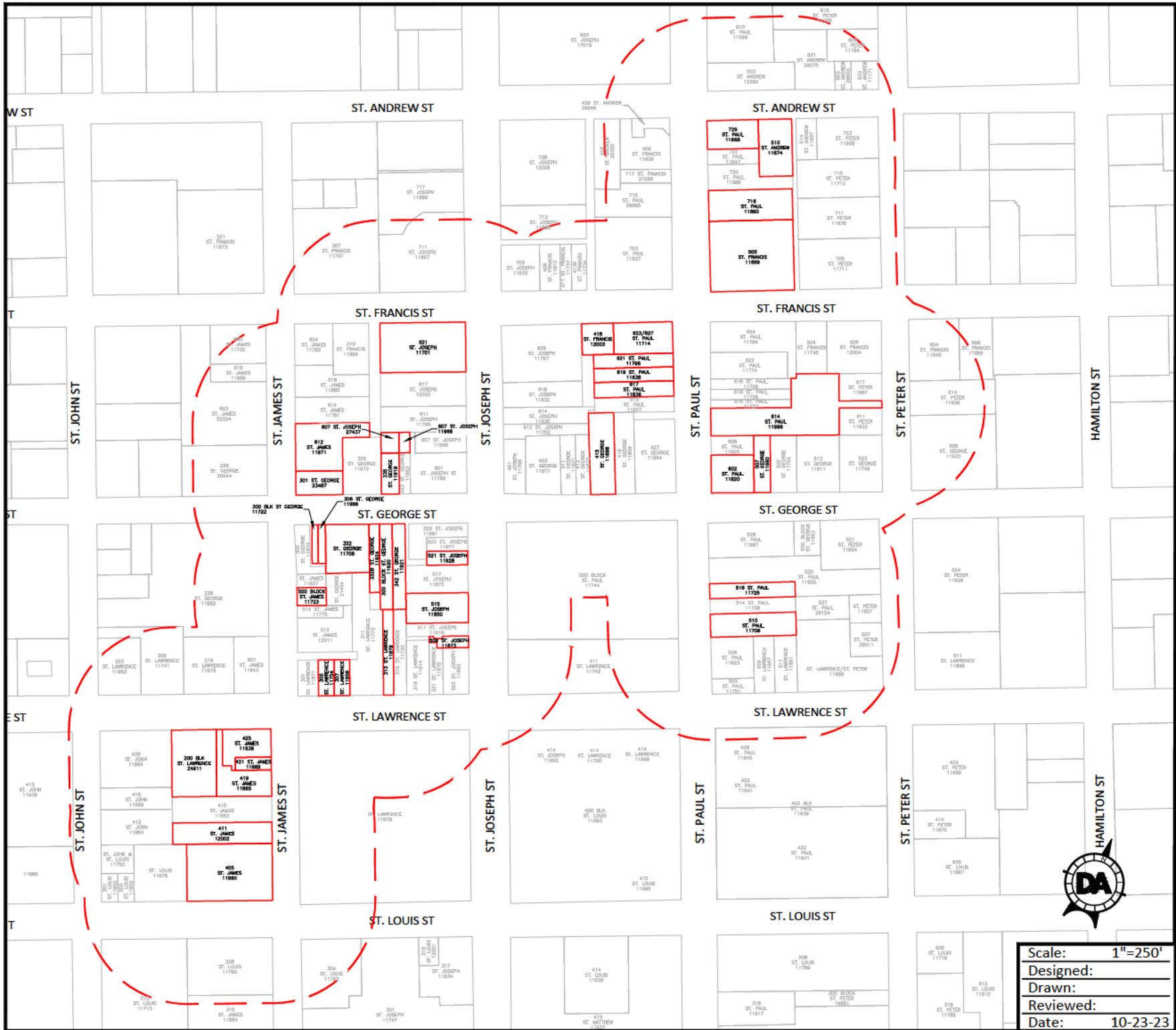
Property Address:
300 Blk St. George
Parcel: 11722

Property Address:
342 St. George
Parcel: 11921

Property Address:
200 Blk St. Lawrence
Parcel: 24911

Property Address:
500 Blk St. James
Parcel: 11723

Property Address:
607 St. Joseph
Parcel: 27437



OVERALL MAP

CITY OF GONZALES PROPERTY REZONE GONZALES, TX

Scale:	1"=250'
Designed:	
Drawn:	
Reviewed:	
Date:	10-23-23

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

Dear Property Owner,

NOTICE IS HEREBY GIVEN THAT: Your property has been identified as a property which has requested rezoning or is within 200 feet of a property that has requested to be rezoned.

The Planning & Zoning Commission will hold a **Public Hearing on December 4, 2023 at the Gonzales City Hall, 820 St. Joseph St. at 5:15 p.m.**, to allow for public comment on the rezoning request listed below. After consideration and recommendation by Planning & Zoning Commission and the Public Hearing, the application for rezoning will be presented to **City Council for a Public Hearing and possible approval on December 14, 2023 at 6:00 p.m. at the Gonzales City Hall, 820 St. Joseph St.** on the following rezoning request:

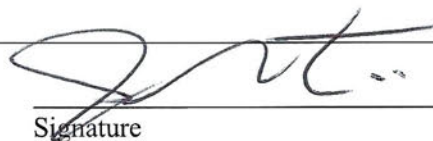
A request to rezone the (38) properties listed in "Exhibit A", attached to this notice, from C-1, Light Commercial District to DMU, Downtown Mixed Use District. A location map of the properties that have requested to be rezoned is included as "Exhibit B" attached to this notice.

The City Council encourages citizens to participate in the public comment and public hearing process for all applications for zoning or rezoning before the Planning & Zoning Commission and City Council. Citizens unable to attend meetings may submit their views to Kristina Vega, City Secretary for the City of Gonzales, by mailing them to P.O. Drawer 547, Gonzales, TX 78629.

This notice has been sent to all property owners within 200 feet of the rezoning request; as such ownership appears on the last approved city tax roll. This form is used to calculate the percentage of landowners that support and oppose the rezoning request. Any property owner having any objections or comments to this change may so state his/her objections or comments in writing and return this form to the City of Gonzales, P.O. Box 547, Gonzales, Texas 78629 or citysecretary@gonzales.texas.gov by December 1, 2023. For additional information, please contact the City Secretary's office at (830)-672-2815.

PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ NO OBJECTION ☐ OBJECTIONS AND COMMENTS


Signature

11-20-2023
Date

Street Address: 200 Blk. St. Lawrence

CITY OF GONZALES



820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

November 14, 2023

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A request to rezone the (38) properties listed in "Exhibit A", attached to this notice, from C-1, Light Commercial District to DMU, Downtown Mixed Use District. A location map of the properties that have requested to be rezoned is included as "Exhibit B" attached to this notice.

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ NO OBJECTION ☐ OBJECTIONS AND COMMENTS

Street Address:

200 block St Louis

Signature

Kristina Vega

Date

11/20/2023

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

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A request to rezone the (38) properties listed in "Exhibit A", attached to this notice, from C-1, Light Commercial District to DMU, Downtown Mixed Use District. A location map of the properties that have requested to be rezoned is included as "Exhibit B" attached to this notice.

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ **NO OBJECTION** ☐ **OBJECTIONS AND COMMENTS**

Signature

Date

Street Address:

228 St Louis

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

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A request to rezone the (38) properties listed in "Exhibit A", attached to this notice, from C-1, Light Commercial District to DMU, Downtown Mixed Use District. A location map of the properties that have requested to be rezoned is included as "Exhibit B" attached to this notice.

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ NO OBJECTION ☐ OBJECTIONS AND COMMENTS

 12/27/23
Signature Date

Street Address: 321 St. Lawrence & 319 St. Lawrence

RECEIVED

NOV 28 2023

BY: SO 3:14 PM

CITY OF GONZALES



820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

November 14, 2023

Dear Property Owner,

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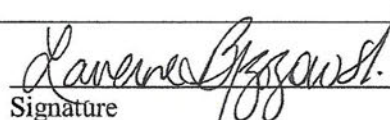
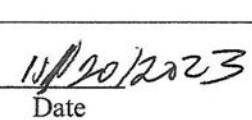
A request to rezone the (38) properties listed in "Exhibit A", attached to this notice, from C-1, Light Commercial District to DMU, Downtown Mixed Use District. A location map of the properties that have requested to be rezoned is included as "Exhibit B" attached to this notice.

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ **NO OBJECTION** ☐ **OBJECTIONS AND COMMENTS**

 
Signature Date

Street Address: 405 St James

PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ NO OBJECTION

☐ OBJECTIONS AND COMMENTS

Dan Walshak
Signature

Date

11/17/23

Street Address:

411 St. James

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

Dear Property Owner,

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A request to rezone the (38) properties listed in "Exhibit A", attached to this notice, from C-1, Light Commercial District to DMU, Downtown Mixed Use District. A location map of the properties that have requested to be rezoned is included as "Exhibit B" attached to this notice.

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ NO OBJECTION ☐ OBJECTIONS AND COMMENTS

 11-21-2023
Signature Date

Street Address:

414 St. Joseph St.

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ **NO OBJECTION** ☐ **OBJECTIONS AND COMMENTS**


Signature

11-20-2023
Date

Street Address: 510 St Paul Street, Gonzales TX 78629

CITY OF GONZALES



820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

November 14, 2023

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ NO OBJECTION

☐ OBJECTIONS AND COMMENTS

Signature

Date

Street Address:

608 St. Francis, Gonzales, TX 78629

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ NO OBJECTION ☐ OBJECTIONS AND COMMENTS

Signature

Date

Street Address:

615 St. Paul

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

Dear Property Owner,

NOTICE IS HEREBY GIVEN THAT: Your property has been identified as a property which has requested rezoning or is within 200 feet of a property that has requested to be rezoned.

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ **NO OBJECTION** ☐ **OBJECTIONS AND COMMENTS**


Signature

11-24-2023
Date

Street Address: ~~720 N. Paul~~ 717 N St. Joseph

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
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Signature

11-24-2023
Date

Street Address: 720 St. Paul

CITY OF GONZALES



820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
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November 14, 2023

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ **NO OBJECTION**

☐ **OBJECTIONS AND COMMENTS**

Street Address:

726 St. Paul

Signature

Date

11-27-23

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

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☒ NO OBJECTION ☐ OBJECTIONS AND COMMENTS

 12/4/23
Signature Date

Street Address: 617 ST. PAUL

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

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Gonzales, Texas 78629
Phone (830) 672-2815
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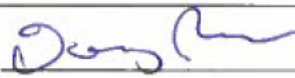
A request to rezone the (38) properties listed in "Exhibit A", attached to this notice, from C-1, Light Commercial District to DMU, Downtown Mixed Use District. A location map of the properties that have requested to be rezoned is included as "Exhibit B" attached to this notice.

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PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:

☒ **NO OBJECTION** ☐ **OBJECTIONS AND COMMENTS**


Signature

12/14/23
Date

Street Address: 619 ST. PAUL

CITY OF GONZALES



COME AND TAKE IT

November 14, 2023

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

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☒ NO OBJECTION ☐ OBJECTIONS AND COMMENTS


Signature

12/4/23
Date

Street Address: 621 ST. PAUL

VICU
FRENCH

CHRISTINA VEGA

CITY OF GONZALES



COME AND TAKE IT

820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

November 14, 2023

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☒ NO OBJECTION ☐ OBJECTIONS AND COMMENTS

Signature

12/4/23
Date

Street Address: 623/627 ST PAUL

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: December 14, 2023

AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2023-18 Authorizing amendments to the City of Gonzales Code of Ordinances Chapter 14, Articles 14.200, 14.400 and 14.600 related to the addition of new land uses for Bakery, commercial; Bakery, retail; Bar; Brewery/Distillery/Winery, industrial; Bar; Brewery/Distillery/Winery, craft; and Brewpub; associated land use definitions and off-street parking regulations

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

In February 2021 the City Council approved a full rewrite to the City's Zoning Ordinance after recommendation from the Planning & Zoning Commission. Staff has been approached by individuals regarding uses that are not currently defined within the City's Zoning Code. Classification of New and Unlisted Uses can be created within the Zoning Ordinance based on Section 14.402, which states when new types of land use will develop, and forms of land use not presently anticipated may seek to locate in the city. If the city manager is unable to classify the use under one of the existing listed uses, then the city manager shall initiate a zoning text amendment pursuant to procedures set forth in section 14.902, Zoning Text and Map Amendments.

Staff has provided a draft of the suggested changes for discussion and possible recommendation to City Council regarding amendments to the City's Zoning Code to include uses for Bakery, commercial; Bakery, retail; Bar; Brewery/Distillery/Winery, industrial; Bar; Brewery/Distillery/Winery, craft; and Brewpub; associated land use definitions and off-street parking regulations. A notice was published in the newspaper for three consecutive weeks beginning on November 16, 2023, and posted on the City's website and at City Hall beginning on November 14, 2023.

POLICY CONSIDERATIONS:

This will amend portions of the Ordinance adding additional uses previously not included within the City's Zoning Ordinance.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance

STAFF RECOMMENDATION:

Staff respectfully recommends approval of the proposed ordinance.

Planning & Zoning Commission Report and Recommendation

The City of Gonzales Planning & Zoning Commission convened on December 4, 2023 at 5:15 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas.

PLANNING & ZONING COMMISSION

Tim Gescheidle
Rose Ruiz-Jones
Tom Tiller
Paul Neuse
Robert Cantu, Jr.
Manuel Pena, Jr.

CITY STAFF

Kristina Vega, Zoning Administrator
Timothy L. Crow, City Manager
Bryce Cox, Contract Planner
Susan Sankey, EDC Director
Erica Leopold, Admin Asst.
Tiffany Hutchinson-Padilla, Main Street Dir.

COMMISSIONERS ABSENT

Pedro DeLuna

REPORT

Chairman Gescheidle read and asked for a staff report regarding the item: Hold a public hearing, consider and make a recommendation to City Council amendments to the City of Gonzales code of Ordinances Chapter 14, Articles 14.200, 14.400 and 14.600 related to the addition of new land uses for Bakery, commercial; Bakery, retail; Bar; Brewery/Distillery/Winery, industrial; Bar; Brewery/Distillery/Winery, craft; and Brewpub; associated land use definitions and off-street parking regulations.

Zoning Administrator, Kristina Vega gave a staff presentation stating city staff in review of the existing Zoning Ordinance and in discussion with potential developers determined that there were a few uses that were not currently included within the code. Classification of New and Unlisted Uses can be created within the Zoning Ordinance based on Section 14.402, which states when new types of land use will develop, and forms of land use not presently anticipated may seek to locate in the city. If the city manager is unable to classify the use under one of the existing listed uses, then the city manager shall initiate a zoning text amendment pursuant to procedures set forth in section 14.902, Zoning Text and Map Amendments.

A notice was published in the newspaper for three consecutive weeks beginning on November 16, 2023, and posted on the City's website and at City Hall beginning on November 14, 2023.

Chairman Gescheidle opened the Public Hearing.

No comments were made.

Chairman Gescheidle closed the Public Hearing.

Chairman Gescheidle asked for a motion. Commissioner Tiller made a motion to accept and make a recommendation to City Council to amend to the City of Gonzales code of Ordinances Chapter 14, Articles 14.200, 14.400 and 14.600 related to the addition of new land uses for Bakery, commercial; Bakery, retail; Bar; Brewery/Distillery/Winery, industrial; Bar;

Brewery/Distillery/Winery, craft; and Brewpub; associated land use definitions and off-street parking regulations. Commissioner Neuse seconded the motion. Chairman Gescheidle asked for a roll call vote. Commissioners Neuse, Tiller, Ruiz-Jones, Cantu, Pena and Gescheidle all voted aye.

ORDINANCE 2023-18

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, AMENDING THE GONZALES CODE OF ORDINANCES AUTHORIZING AMENDMENTS TO THE CITY OF GONZALES CODE OF ORDINANCES CHAPTER 14, ARTICLES 14.200, 14.400 AND 14.600 RELATED TO THE ADDITION OF NEW LAND USES FOR BAKERY, COMMERCIAL; BAKERY, RETAIL; BAR; BREWERY/DISTILLERY/WINERY, INDUSTRIAL; BAR; BREWERY/DISTILLERY/WINERY, CRAFT; AND BREWPUB; ASSOCIATED LAND USE DEFINITIONS AND OFF-STREET PARKING REGULATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales (City) is a Texas Home Rule Municipality and the Texas Local Government Code authorizes the City of Gonzales to exercise jurisdiction over City zoning as deemed appropriate by the City; and

WHEREAS, the City Council may from time to time choose to amend, supplement, change or modify the City's zoning regulations, boundaries, or classifications; and

WHEREAS, City Staff has reviewed the current zoning regulations and have recommended certain revisions and updates to the current zoning regulations; and

WHEREAS, on November 16, 2023, notice of the public hearing was published in the Gonzales Inquirer; and

WHEREAS, on December 4, 2023 the Planning and Zoning Commission conducted a public hearing and after consideration, made a recommendation of approval of this amendment; and

WHEREAS, on December 14, 2023 the City Council conducted a public hearing and after consideration and recommendation by the Planning and Zoning Commission determined that the ordinance amendment be approved as provided herein.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. The City Council of the City of Gonzales, Texas hereby amends the City of Gonzales Code of Ordinances Chapter 14, Articles 14.200, 14.400 and 14.600 related to the addition of new land uses for Bakery, commercial; Bakery, retail; Bar; Brewery/Distillery/Winery, industrial; Bar; Brewery/Distillery/Winery, craft; and Brewpub; associated land use definitions and off-street parking regulations as set forth in the attached "Exhibit A".

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

Section 4. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

Section 7. This Ordinance shall become in force and effect from and after its final passage and it is so resolved.

PASSED AND APPROVED this 14th day of December, 2023

Mayor, S.H.Sucher

ATTEST:

Kristina Vega, City Secretary

City of Gonzales, Texas
Zoning Ordinance Changes Adding Land Uses
Exhibit A

All text which is underlined denotes addition of new text. All text which is ~~stricken~~ through denotes removal of existing text. All other text is existing, unchanged text. Any existing text which has been omitted shall be considered unchanged. All text which is both between braces { } and italicized, is for document organization and reference only and is not intended to be adopted. The City of Gonzales Code of Ordinances, Chapter 14, Sections 14.201, 14.403, and 14.604 are hereby amended as follows:

{Amend Section 14.201. Standard Zoning Definitions. to add the following:}

Bakery, commercial. A business for preparing, cooking, baking, and selling of food products intended for wholesale or off-premise consumption and distribution.

Bakery, retail. A business for preparing, cooking, baking, and selling of food products primarily intended for on premise sales and/or consumption.

Bar. A commercial business whose primary activity is the sale of alcoholic beverages to be consumed on the premises. Bars include taverns, night clubs, private clubs, bottle clubs, and similar facilities serving alcoholic beverages.

Brewery/Distillery/Winery, industrial. A commercial business that manufactures malt beverages, liquor, or wine on a large scale basis with the primary intention of creating products for wholesale and holds appropriate permits and licenses from the Texas Alcoholic Beverage Commission (TABC). This use may include associated secondary uses such as facility tours, a tap room or tasting room, food service, and/or retail sales (as allowed by TABC). This use is distinguished from “Brewery/Distillery/Winery, craft” based on the scale and volume of product created annually.

Brewery/Distillery/Winery, craft. A commercial business that manufactures malt beverages, liquor, or wine and holds the applicable permit from the Texas Alcoholic Beverage Commission (TABC) for which annual production does not exceed 30,000 barrels. This use may include associated secondary uses such as facility tours, a tap room or tasting room, food service, and/or retail sales (as allowed by TABC).

Brewpub. A commercial business which is a full service restaurant that also conducts the retail sale of beer that is brewed on the premises in compliance with state and federal laws and which holds a Brewpub License from the Texas Alcoholic Beverage Commission (TABC) and for which annual production does not exceed 10,000 barrels. This use is distinguished from “Brewery/Distillery/Winery, craft” due to the full-service restaurant and volume of product created.

{Amend Section 14.403. Use Chart. to add the following uses:}

	Residential Districts						Non-residential Districts					Special Districts		
	SF -6	SF -8	SF -10	SF -A	M F	M H	NO S	C 1	C 2	L I	H I	A O	DM U	O T
Uses														
Nonresidential Uses														
<u>Bakery, commercial</u>								S	P	P	P			
<u>Bakery, retail</u>							P	P	P	P			P	
<u>Bar</u>								P	P	P			P	
<u>Brewery/Distillery/Winery, industrial</u>									S	P	P			
<u>Brewery/Distillery/Winery, craft</u>								P	P	P	P		P	
<u>Brewpub</u>							P	P	P				P	

{Amend Table 6.3 Schedule of Off-Street Parking Requirements in Section 14.604. Off-Street Parking and Loading Requirements. to add the following uses:}

Use Type	Parking Requirement
<u>Bakery, commercial</u>	<u>One (1) space for each two (2) employees or one (1) space for each one thousand (1,000) square feet of floor area, whichever is greater.</u>
<u>Bakery, retail</u>	<u>One (1) space for each two hundred and fifty (250) square feet of floor area.</u>
<u>Bar</u>	<u>1 parking space for each 100 square feet of gross floor area, or 1 space for each 4 seats, whichever is less (based on maximum design capacity).</u>
<u>Brewery/Distillery/Winery, industrial</u>	<u>One (1) space for each two (2) employees or one (1) space for each one thousand (1,000) square feet of floor area, whichever is greater.</u>
<u>Brewery/Distillery/Winery, craft</u>	<u>One (1) space for each two (2) employees or one (1) space for each one thousand (1,000) square feet of floor area, whichever is greater, for brewing areas, plus 1 parking space for each 100 square feet of gross floor area, or 1 space for each 4 seats, whichever is less (based on maximum design capacity) for tap room, tasting room, or other food or drink service areas.</u>

FINANCIAL REPORTS FOR FUNDS AS OF 11/30/2023

CASH & INVESTMENT BY FUND AS OF 11/30/2023

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: NOVEMBER 30TH, 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	222,424.91	431,744.92	13.76	0.00	2,705,177.08
402-FRANCHISE REVENUE	1,904,888.00	30,822.80	66,907.22	3.51	0.00	1,837,980.78
403-LICENSE/FEE/PERMITS	106,325.00	3,873.03	9,456.20	8.89	0.00	96,868.80
404-PARKS FEES REVENUE	362,565.00	19,932.36	57,566.20	15.88	0.00	304,998.80
405-MUNICIPAL COURT REVEN	51,531.00	4,512.13	9,719.44	18.86	0.00	41,811.56
406-MISCELLANEOUS REVENUE	726,196.00	20,584.76	62,590.41	8.62	0.00	663,605.59
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	75,000.00	184.94	15,692.49	20.92	0.00	59,307.51
409-OTHER FINANCING REVEN	11,410.00	3,888.00	19,688.00	172.64	0.00	(8,288.00)
410-TRANSFERS	3,019,873.00	0.00	201,551.49	6.67	0.00	2,818,321.51
*** TOTAL REVENUES ***	9,394,710.00	306,222.93	874,926.37	9.31	0.00	8,519,783.63
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	92,312.00	209.25	13,068.02	14.16	0.00	79,243.98
102-CITY MANAGER DEPART	199,681.00	17,479.71	34,148.00	17.43	651.00	164,882.00
103-COMMUNITY DEVELOPMENT	68,406.00	195.86	6,534.54	14.87	3,640.00	58,231.46
104-NON-DEPARTMENTAL	388,877.00	13,423.63	95,916.61	27.56	11,265.00	281,695.39
105-MAIN STREET DEPARTMEN	130,709.00	6,842.59	15,575.59	11.92	0.00	115,133.41
107-BUILDING MAINTENANCE	291,321.00	20,836.27	50,883.95	17.47	0.00	240,437.05
108-CITY SECRETARY DEP	264,407.00	19,769.95	45,877.83	17.35	0.00	218,529.17
109-FINANCE DEPARTMENT	605,583.00	25,705.01	89,773.33	15.02	1,175.31	514,634.36
201-PARKS DEPARTMENT	739,238.00	45,430.59	104,674.02	14.16	0.01	634,563.97
202-SWIMMING POOL DEPARTM	36,573.00	0.00	435.44	1.19	0.00	36,137.56
204-RECREATION DEPARTMENT	21,270.00	0.00	313.00	1.47	0.00	20,957.00
206-INDEPENDENCE GOLF CO	322,316.00	14,559.04	39,810.83	12.35	0.00	282,505.17
301-FIRE DEPARTMENT	1,537,690.00	238,390.11	377,655.19	30.58	92,547.96	1,067,486.85
501-POLICE DEPARTMENT	2,850,480.00	205,607.88	543,925.60	20.11	29,271.22	2,277,283.18
504-ANIMAL CONTROL DEPART	200,733.00	13,499.48	31,895.78	15.89	0.00	168,837.22
550-MUNICIPAL COURT DEPT.	123,624.00	7,250.58	21,162.05	17.12	0.00	102,461.95
602-AIRPORT DEPARTMENT	121,054.00	856.77	9,816.71	8.11	0.00	111,237.29
603-STREETS DEPARTMENT	698,051.00	39,898.02	352,576.90	52.80	15,996.31	329,477.79
650-LIBRARY DEPARTMENT	325,951.00	24,719.32	51,176.64	15.70	0.00	274,774.36
660-MUSEUM DEPARTMENT	115,161.00	1,671.58	8,866.25	7.70	0.00	106,294.75
*** TOTAL EXPENDITURES ***	9,133,437.00	696,345.64	1,894,086.28	22.43	154,546.81	7,084,803.91
** REVENUES OVER(UNDER) EXPENDITURES **	261,273.00	(390,122.71)	(1,019,159.91)	449.23-	(154,546.81)	1,434,979.72

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 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	32,208.66	88,991.66	13.27	0.00	581,858.34
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	670,850.00	32,208.66	88,991.66	13.27	0.00	581,858.34
EXPENDITURE SUMMARY						
203-JB WELLS PARK	932,121.00	31,703.21	80,758.29	8.66	(0.01)	851,362.72
*** TOTAL EXPENDITURES ***	932,121.00	31,703.21	80,758.29	8.66	(0.01)	851,362.72
** REVENUES OVER(UNDER) EXPENDITURES **	(261,271.00)	505.45	8,233.37	3.15-	0.01	(269,504.38)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 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	846,652.62	2,034,400.56	18.61	0.00	8,898,542.44
750-REVENUE COLLECTION	279,302.00	1,414.18	3,691.05	1.32	0.00	275,610.95
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	11,212,245.00	848,066.80	2,038,091.61	18.18	0.00	9,174,153.39
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,723,680.00	108,160.41	869,849.59	17.22	976,823.20	8,877,007.21
750-REVENUE COLLECTIONS	321,669.00	22,067.62	64,955.47	20.19	0.00	256,713.53
809-HYDRO PLANT CONST.	147,700.00	0.00	0.00	0.00	0.00	147,700.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	11,193,049.00	130,228.03	934,805.06	17.08	976,823.20	9,281,420.74
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	19,196.00	717,838.77	1,103,286.55	658.80	(976,823.20)	(107,267.35)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2023

220-WATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
720-WATER PRODUCTION DEPT	3,208,440.00	246,002.82	567,286.11	17.68	0.00	2,641,153.89
*** TOTAL REVENUES ***	3,208,440.00	246,002.82	567,286.11	17.68	0.00	2,641,153.89
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	3,192,759.00	159,774.77	487,996.40	15.89	19,316.49	2,685,446.11
*** TOTAL EXPENDITURES ***	3,192,759.00	159,774.77	487,996.40	15.89	19,316.49	2,685,446.11
** REVENUES OVER(UNDER) EXPENDITURES **	15,681.00	86,228.05	79,289.71	382.46	(19,316.49)	(44,292.22)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2023

230-WASTEWATER FUND

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

REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,741,600.00	143,613.97	282,903.54	16.24	0.00	1,458,696.46
731-W/W GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	1,741,600.00	143,613.97	282,903.54	16.24	0.00	1,458,696.46
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,541,943.00	50,646.12	176,613.87	14.14	41,474.53	1,323,854.60
731-W/W GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,541,943.00	50,646.12	176,613.87	14.14	41,474.53	1,323,854.60
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	199,657.00	92,967.85	106,289.67	32.46	(41,474.53)	134,841.86
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 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	71,668.82	142,939.85	16.30	0.00	733,810.15
*** TOTAL REVENUES ***	876,750.00	71,668.82	142,939.85	16.30	0.00	733,810.15
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	850,468.00	9,902.07	89,273.32	10.50	0.00	761,194.68
*** TOTAL EXPENDITURES ***	850,468.00	9,902.07	89,273.32	10.50	0.00	761,194.68
** REVENUES OVER(UNDER) EXPENDITURES **	26,282.00	61,766.75	53,666.53	204.20	0.00	(27,384.53)

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 : N O V E M B E R 3 0 T H , 2 0 2 3

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	22,437.68	2.71	0.00	805,762.32
*** TOTAL REVENUES ***	828,200.00	0.00	22,437.68	2.71	0.00	805,762.32
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	815,200.00	0.00	500.00	0.06	0.00	814,700.00
*** TOTAL EXPENDITURES ***	815,200.00	0.00	500.00	0.06	0.00	814,700.00
** REVENUES OVER (UNDER) EXPENDITURES **	13,000.00	0.00	21,937.68	168.75	0.00	(8,937.68)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 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	31,639.33	84,657.12	14.72	0.00	490,342.88
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
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*** TOTAL REVENUES ***	575,000.00	31,639.33	84,657.12	14.72	0.00	490,342.88
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
811-HOTEL MOTEL	603,284.00	15,250.00	33,538.30	5.56	0.00	569,745.70
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*** TOTAL EXPENDITURES ***	603,284.00	15,250.00	33,538.30	5.56	0.00	569,745.70
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(28,284.00)	16,389.33	51,118.82	180.73-	0.00	(79,402.82)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 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	1.45	695.37	27.81	0.00	1,804.63
*** TOTAL REVENUES ***	2,500.00	1.45	695.37	27.81	0.00	1,804.63
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)	1.45	695.37	10.70-	0.00	(7,195.37)

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 : N O V E M B E R 3 0 T H , 2 0 2 3

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	161.95	3.77	0.00	4,138.05
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*** TOTAL REVENUES ***	4,300.00	0.00	161.95	3.77	0.00	4,138.05
	=====	=====	=====	=====	=====	=====
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	161.95	1.00-	0.00	(16,361.95)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2023

503-MUNICIPAL COURT

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
814-MUNICIPAL COURT	2,350.00	233.68	350.45	14.91	0.00	1,999.55
*** TOTAL REVENUES ***	2,350.00	233.68	350.45	14.91	0.00	1,999.55
EXPENDITURE SUMMARY						
814-MUNICIPAL COURT	8,000.00	47.65	3,518.82	43.99	0.00	4,481.18
*** TOTAL EXPENDITURES ***	8,000.00	47.65	3,518.82	43.99	0.00	4,481.18
** REVENUES OVER(UNDER) EXPENDITURES **	(5,650.00)	186.03	(3,168.37)	56.08	0.00	(2,481.63)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 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	201.33	11.84	0.00	1,498.67
*** TOTAL REVENUES ***	1,700.00	0.00	201.33	11.84	0.00	1,498.67
EXPENDITURE SUMMARY						
815-ROBERT LEE BROTHERS	30,600.00	(6,830.46)	10,758.17	35.16	0.00	19,841.83
*** TOTAL EXPENDITURES ***	30,600.00	(6,830.46)	10,758.17	35.16	0.00	19,841.83
** REVENUES OVER(UNDER) EXPENDITURES **	(28,900.00)	6,830.46	(10,556.84)	36.53	0.00	(18,343.16)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 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	2,728.21	3,340.56	22.96	0.00	11,209.44
*** TOTAL REVENUES ***	14,550.00	2,728.21	3,340.56	22.96	0.00	11,209.44
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)	2,728.21	3,340.56	5.53-	0.00	(63,790.56)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2023

700-GONZALES ECONOMIC DEV

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,135,750.00	86,433.08	186,450.27	16.42	0.00	949,299.73
*** TOTAL REVENUES ***	1,135,750.00	86,433.08	186,450.27	16.42	0.00	949,299.73
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	2,903,275.00	24,328.60	93,546.22	3.23	87.06	2,809,641.72
*** TOTAL EXPENDITURES ***	2,903,275.00	24,328.60	93,546.22	3.23	87.06	2,809,641.72
** REVENUES OVER (UNDER) EXPENDITURES **	(1,767,525.00)	62,104.48	92,904.05	5.25-	(87.06)	(1,860,341.99)

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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100-GENERAL FUNDCASH

100 1-001.000	CASH - GENERAL FUND	(27,369.93)	
100 1-001.501	CASH-GENERAL FUND RBFCU	0.00	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	134,163.02	
100 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	0.00	

TOTAL CASH		106,793.09	
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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		59,579.77

TOTAL INVESTMENTS			59,579.77
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POOLED INVESTMENTS

100 1-104.002	TEXPOOL- GENERAL FUND		2,786,515.20
100 1-104.003	TEXPOOL-CLFRE PART II - ARPA		0.00

TOTAL POOLED INVESTMENTS			2,786,515.20
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TOTAL 100-GENERAL FUND	106,793.09		2,846,094.97
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203-JB WELLS FUNDCASH

203 1-001.000	CASH - JB WELLS	(188,564.53)	
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TOTAL CASH	(188,564.53)		
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TOTAL 203-JB WELLS PARK FUND	(188,564.53)		0.00
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210-ELECTRIC FUNDCASH

210 1-001.000	CASH - ELECTRIC FUND	(58,292.69)	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	159,623.00	

TOTAL CASH	101,330.31		
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CASH & INVESTMENTS BY FUND

AS OF: NOVEMBER 30TH, 2023

NOVEMBER 30TH, 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		2,128,404.17

TOTAL POOLED INVESTMENTS			2,128,404.17

TOTAL 210-ELECTRIC FUND		101,330.31	2,128,404.17
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220-WATER FUND			
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<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	407,316.82	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	26,214.00	

TOTAL CASH		433,530.82	
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		2,009,369.30
220 1-104.103	TEXPOOL - CO SERIES 2019		0.00

TOTAL POOLED INVESTMENTS			2,009,369.30

TOTAL 220-WATER FUND		433,530.82	2,009,369.30
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230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	363,558.68	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	300.00	

TOTAL CASH		363,858.68	
<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		1,245,256.23
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			1,245,256.23

TOTAL 230-WASTEWATER FUND		363,858.68	1,245,256.23

CASH & INVESTMENTS BY FUND

AS OF: NOVEMBER 30TH, 2023 NOVEMBER 30TH, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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240-SOLID WASTE			
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<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	145,954.96	

TOTAL CASH		145,954.96	

TOTAL 240-SOLID WASTE FUND		145,954.96	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
<hr/>			
400-DSF GOVERNMENTAL ACTI			
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<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCOUNT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	380,092.39	

TOTAL CASH		380,092.39	

TOTAL 400-DSF GOVERNMENT ACTIVITIES		380,092.39	0.00
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CASH & INVESTMENTS BY FUND

AS OF: NOVEMBER 30TH, 2023 NOVEMBER 30TH, 2023

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

<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCOUNT	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	870,285.09	
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		870,285.09	
TOTAL 500-HOTEL/MOTEL FUND		870,285.09	0.00

501-MEMORIAL MUSEUM FUND

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<u>CASH</u>			
501 1-001.000	CASH - CONTROL ACCOUNT	0.00	
501 1-001.503	CASH - MUSEUM FUNDS	11,153.47	
TOTAL CASH		11,153.47	
TOTAL 501-MEMORIAL MUSEUM FUND		11,153.47	0.00

502-FORFEITURES

=====

<u>CASH</u>			
502 1-001.000	CASH - CONTROL ACCOUNT	0.00	
502 1-001.504	CASH - FORFEITURES FEDERAL	32,588.91	
502 1-001.505	CASH - FORFEITURES STATE	5,473.11	
TOTAL CASH		38,062.02	
TOTAL 502-FORFEITURE FUND		38,062.02	0.00

503-MUNICIPAL COURT

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<u>CASH</u>			
503 1-001.000	CASH - CONTROL ACCOUNT	0.00	
503 1-001.505	CASH - MUN CRT CHILD SAFETY	1,272.46	
503 1-001.506	CASH - MUN CRT SECURITY	20,042.34	
503 1-001.507	CASH - MUN CRT TECH	1,118.47	

CASH & INVESTMENTS BY FUND

AS OF: NOVEMBER 30TH, 2023 NOVEMBER 30TH, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
503 1-001.508	CASH - SPECIAL EXPENSE	3,427.68	

	TOTAL CASH	25,860.95	
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	TOTAL 503-MUNICIPAL COURT	25,860.95	0.00

504-ROBERT L. BROTHERS

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CASH			
504 1-001.000	CASH - CONTROL ACCOUNT	(692.87)	
504 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	37,755.19	

	TOTAL CASH	37,062.32	
		-----	-----
	TOTAL 504-ROBERT LEE BROTHERS FUND	37,062.32	0.00

505-PEG FRANCHISE FUND

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CASH			
505 1-001.000	CASH - CONTROL ACCOUNT	0.00	
505 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	146,651.51	

	TOTAL CASH	146,651.51	
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	TOTAL 505-PEG FRANCHISE FUND	146,651.51	0.00

575-CAPITAL PROJECTS-GOV

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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

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CASH			
700 1-001.000	CASH - CONTROL ACCOUNT	(482.75)	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,211,278.89	

	TOTAL CASH	2,210,796.14	

CASH & INVESTMENTS BY FUND

AS OF: NOVEMBER 30TH, 2023

NOVEMBER 30TH, 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		514,520.03

TOTAL POOLED INVESTMENTS			514,520.03
		-----	-----
TOTAL 700-GONZALES ECONOMIC DEV		2,210,796.14	1,533,562.91

FUND TOTAL OTHER INVESTMENTS			1,078,622.65
FUND TOTAL POOLED INVESTMENTS			8,684,064.93

TOTAL CASH AND INVESTMENTS		4,682,867.22	9,762,687.58
			=====

*** END OF REPORT ***

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2023-19 Closing and Abandoning to the abutting property owner, Portions of certain unimproved streets lying within the municipal boundaries

DATE: December 14, 2023

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City of Gonzales, Texas, a home rule municipality, has among its real property interests certain unopened public streets located within property that is not within the municipal boundaries and are not anticipated to be within the municipal boundaries and for which the City has no known use or purpose.

Pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley.

Pursuant to Section 272.001 (b) and (c) the City is not required to solicit bids or otherwise establish a fair market value for streets they choose to close and sell to abutting landowners.

POLICY CONSIDERATIONS:

The Charter of the City of Gonzales provides that the city shall have all powers granted to municipalities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers. The Charter prohibits the sale of public squares and avenues. The subject unopened street is not on a square or avenue.

FISCAL IMPACT:

Positive fiscal impact to be realized upon the close and sale of unopened city streets demonstrating fiscal responsibility of policy makers.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council take the action deemed appropriate.

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, CLOSING AND ABANDONING TO THE ABUTTING PROPERTY OWNERS A PORTION OF A CERTAIN UNIMPROVED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REAL PROPERTY CONTRACT; AND ESTABLISHING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Gonzales, Texas, a home rule municipality, has among its real property interests certain unopened public streets located within property that is within the municipal boundaries and has no known use or purpose; and,

WHEREAS, the Streets found within the property described in the attached Exhibit A from the Official Public Records of Gonzales County (hereinafter the “Streets”) are unimproved streets; and,

WHEREAS, pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley; and,

WHEREAS, pursuant to Section 272.001 (b) and (c) the City is not required to solicit bids or otherwise establish a fair market value for streets they choose to close and sell to abutting landowners; and,

WHEREAS, no detriment or hazard to the City of Gonzales or its citizens has been found; and,

WHEREAS, the Charter of the City of Gonzales provides that the portions of the avenues of the city not deemed needed at the time for municipal purposes and the streets belonging to said city which have never been opened or used for street purposes by the public, the city is authorized to sell.

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

Section 1. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. That the City Council finds that such closure and abandonment as requested will cause no harm or injury to the City of Gonzales or its citizens.

Section 3. That pursuant to the authority provided to the City by Section 311.007 of the Texas Transportation Code and Section 272.001(b)(2) of the Texas Local Government Code, City Council hereby closes and abandons to the abutting owners the Street as described in **Exhibit “A”**.

Section 4. That the City Manager is authorized to execute the real property contract for the sale of the abandoned streets attached hereto as **Exhibit B**, an appropriate deed, retaining all mineral rights and interest in the property to be conveyed, and other instruments reasonably necessary to complete the closure and conveyance; provided that the release of the abandoned street is apportioned to the abutting owners as required in Section 272.001(b)(2) of the Texas Local Government Code.

Section 5. That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

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

Section 7. This Ordinance shall be effective upon the approval and recordation of a deed and survey evidencing the closed and abandoned public streets described herein.

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary