

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –FEBRUARY 8, 2024, 6:00 P.M.**

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

CITY EVENTS AND ANNOUNCEMENTS

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

HEARING OF RESIDENTS

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

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

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

PRESENTATION

- 1.1 Edwards Association President, Mr. David Tucey will give a presentation regarding the renaming of a city street in honor of Dr. Martin Luther King, Jr.
- 1.2 Frontier Communications VP External Affairs David Russell will provide a presentation regarding fiber optic lines on poles or underground to offer advanced technology broadband internet services to subscribing customer homes

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 January 8, 2024, Regular Meeting
- 2.2 Acknowledging Receipt of the 2023 Annual Racial Profiling Report

- 2.3 Discuss, Consider & Possible Action on **Resolution #2024-7** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League
- 2.4 Discuss, Consider & Possible Action on **Resolution #2024-8** Authorizing the City Manager to increase the contract amount for consulting services to Hicks and Company to include the survey of fifteen (15) historic properties, in an amount not to exceed a total contract amount of \$35,000; Revising the Scope of Work and Extending the Grant Period through July 31, 2024
- 2.5 Discuss, Consider & Possible Action on **Resolution #2024-9** Authorizing the City Manager to Execute a Purchase Agreement for the Purchase of parts and site machine reconditioning of a Klampress Type 8 Size 3 Belt Press for the Wastewater Plant
- 2.6 Discuss, Consider & Possible Action on **Resolution #2024-10** Authorizing the Use of Independence Square including the Parking Lot, and Designated Street Closures for 2024 Jingle Mingle, Winterfest & Annual Lighted Christmas Parade December 6 & 7, 2024
- 2.7 Discuss, Consider & Possible Action on **Resolution #2024-11** Approving A Type B Economic Development Project and Performance Agreement by and between the Gonzales Economic Development Corporation and Gonzales Noon Lions Club concerning upgrades to East Avenue Lions Park, generally located at 1402 St. Lawrence Street
- 2.8 Discuss, Consider & Possible Action on **Resolution #2024-12** Authorizing the Use of several City properties for Texas Independence Week activities

RESOLUTION

- 3.1 Discuss, Consider and Possible Action on **Resolution #2024-13** Rescheduling the May 9, 2024 Regular City Council Meeting to another date
- 3.2 Discuss, Consider and Possible Action on **Resolution #2024-14** Authorizing the City Manager to Enter into a Five (5) Year Engineering System Study with Lower Colorado River Authority (LCRA)
- 3.3 Public Hearing to Discuss, Consider & Possible Action on **Resolution #2024-15** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents (Updated Uniforms, Dress Code and Equipment Policy) to the Public Safety Office, through the Office of the Governor, for up to \$28,000 in Rifle Resistant Body Armor grant funds, for the purchase of forty-two (42) Rifle Resistant Body Armor Plates for the Gonzales Police Department

OTHER BUSINESS

- 4.1 Discussion, consideration and Council direction regarding appointing two Council Members to serve on the 2025 Bicentennial Committee

ORDINANCE

- 5.1 Public Hearing, Discussion & Possible Action on **Ordinance #2024-4** Authorizing amendments to the City of Gonzales Code of Ordinances Chapter 14, Articles 14.201, 14.403 and 14.404 regarding multifamily housing in the Downtown Mixed Use District

- 5.2 Public Hearing, Discussion & Possible Action on **Ordinance #2024-5** Authorizing amendments to the City of Gonzales Code of Ordinances Chapter 14, Articles 14.406 regarding nonconforming uses and structures; and Sections 14.401, 14.201, 14.403, 14.404, 14.604, and Sections 6.701 through 6.710 regarding mobile food vending and mobile food vending courts.

STAFF/BOARD REPORTS

- 6.1 Finance Director, Laura Zella will provide feedback on any questions regarding:
- Financial Reports for funds as of January 31, 2024
 - Cash & Investment by Fund as of January 31, 2024
 - Quarterly Investment Report Ending December 31, 2023
- 6.2 Gonzales Economic Development Director, Susan Sankey will provide an update regarding marketing and branding for the Gonzales Economic Development Corporation
- 6.3 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

- 7.1 (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 King Street

RETURN TO OPEN SESSION

- 8.1 Discuss, Consider & Possible Action regarding matters discussed in closed session, and/or other actions necessary or recommended related to such discussions in closed session
- 8.2 Discuss, Consider & Possible Action on **Ordinance #2024-6** 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 February 8, 2024, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 5th day of February 2024 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 _____, 2024 at _____ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

Kristina Vega, City Secretary

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

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES – JANUARY 8, 2024**

The regular meeting of the City Council was held on **January 8, 2024**, 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:

Kristina Vega-City Secretary, Laura Zella-Finance Director, Erica Leopold-Administrative Assistant, Gayle Autry-Police Chief, Jason Montoya-Police Lt., Tiffany Hutchinson-Padilla-Main Street Director, and Susan Sankey-Economic Development 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 Sucher acknowledged Marcus Pridgeon for his donation of aerial photos of the City of Gonzales pre–Sarah DeWitt Drive installation and handed the photos over to City Secretary. Mayor Sucher acknowledged the site work that has begun for the Gonzales County Veterans Memorial located on Moore Street. Mayor Sucher gave a reminder of the Dr. Martin Luther King March that is scheduled to take place Monday, January 15, 2024. Mayor Sucher acknowledged the Gonzales Memorial Museum’s new Director Roilene Sullivan. Mayor Sucher acknowledged that the cat shelter is now operating under Kingdom Rescue, and they have a new phone number. Mayor Sucher announced that continued conversation has been ongoing for the planning of the 2025 Bicentennial and annual ceremonial March to the Alamo. Mayor Sucher acknowledged touring the Bluebonnet Trails Juvenile Mental Health Facility. Mayor Sucher announced a joint effort Job Fair that will be taking place in Cureo on Thursday, January 11, 2024.
- Recognition of actions by City employees-None
- Recognition of actions by community volunteers-None

HEARING OF RESIDENTS

None

PRESENTATION

- 1.1 Edwards Association President, Mr. David Tucz will give a presentation regarding the renaming of a city street in honor of Dr. Martin Luther King, Jr.

The presentation was postponed until the February 8, 2024 Regular City Council meeting.

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 December 14, 2023, Regular Meeting and December 18, 2023, Called Meeting
- 2.2 Discuss, Consider and Possible Action on **Ordinance #2024-1** Ordering a General Municipal Election to be Held on May 4, 2024, for the Purpose of Electing an Individual to the Office of Council Member District 1 and Council Member District 2
- 2.3 Discuss, Consider & Possible Action on **Resolution #2024-1** Authorizing the City Manager to execute an agreement for Election Services with the Election Administrator of Gonzales County for the May 4, 2024, General Election
- 2.4 Discuss, Consider & Possible Action on **Resolution #2024-2** Approving Changes to the Main Street Manager Job Description and Current Position Classifications for Fiscal Year 2023-2024
- 2.5 Discuss, Consider & Possible Action on **Resolution #2024-3** Approving the Amendments to the bylaws of the Gonzales Main Street Inc.
- 2.6 Discuss, Consider & Possible Action on **Resolution #2024-4** Authorizing the City Manager to Execute a Service Agreement with Gonzales Main Street, Inc.
- 2.7 Discuss, Consider & Possible Action on **Resolution #2024-5** Authorizing Gonzales Main Street's use of the Independence Square including the parking lot, designated street closures, closure of the Brickyard Area at Independence Park and the sale and consumption of alcoholic beverages for their Annual Star-Spangled Spectacular on July 4, 2024

ACTION: Items 2.1 through 2.7

APPROVED

Council Member Koepp moved to approve the consent agenda Items 2.1 through 2.7. Council Member Miller 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 #2024-6** Authorizing the City Manager to Execute a Purchase Agreement for ERP Pro 10: Financial Management Suite, Customer Relationship Management Suite, Community Development Suite, and Municipal Justice 10 Suite, All Powered by Incode, in the Amount of \$68,400.00

ACTION: Item 3.1**APPROVED**

Council Member Kridler moved to approve **Resolution #2024-6** Authorizing the City Manager to Execute a Purchase Agreement for ERP Pro 10: Financial Management Suite, Customer Relationship Management Suite, Community Development Suite, and Municipal Justice 10 Suite, All Powered by Incode, in the Amount of \$68,400.00. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

OTHER BUSINESS

- 4.1 Discussion, Consider and Possible Action regarding the disposition and potential sale of surplus real property

City Council and staff engaged in discussion regarding the properties and the legal processes for potential sale of the properties. Council Member Koepp moved to authorize the City Manager to complete a Request for Proposal for Real Estate Brokerage Services. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.2 Discussion and direction regarding the manner and process in which appointments to all City Council appointed boards, commissions and committees will be conducted

The Council engaged in discussions regarding the process for board appointments and were in consensus to leave the process the same.

ORDINANCE

- 5.1 Discuss, Consider & Possible Action on **Ordinance #2024-2** Approving Budget Amendments to the Operating Budget for the Fiscal Year October 1, 2023, and Ending September 30, 2024

ACTION: Item 5.1**APPROVED**

Council Member Koepp moved to approve **Ordinance #2024-2** Approving Budget Amendments to the Operating Budget for the Fiscal Year October 1, 2023, and Ending September 30, 2024. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 5.2 Discuss, Consider & Possible Action on **Ordinance #2024-3** Updating and Amending the City of Gonzales Code of Ordinances Article 3.600 Flood Damage Prevention

ACTION: Item 5.2**APPROVED**

Council Member Koepp moved to approve **Ordinance #2024-3** Updating and Amending the City of Gonzales Code of Ordinances Article 3.600 Flood Damage Prevention. 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

- 6.1 Finance Director, Laura Zella will provide feedback on any questions regarding:
- Financial Reports for funds as of December 31, 2023

- Cash & Investment by Fund as of December 31, 2023

No questions were asked regarding the report.

6.2 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

No report was given.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 6:50 p.m.

CLOSED SESSION

7.1 Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales will consult in closed session with its attorney to receive legal advice regarding pending or contemplated litigation, a settlement offer, or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter”, to include the following matters:

A) Westwood Inn, LLC. Delinquent HOT funds

RETURN TO OPEN SESSION

The Council convened into open session at 7:03 p.m.

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

No action was taken.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Councilmembers for items on a future City Council agenda. Council member Miller asked that affordable housing, Historical Overlay Ordinance for residential and commercial and updates to codes be brought back at a later date.
- Announcements by Mayor and Councilmembers
- City and community events attended and to be attended
- Continuing education events attended and to be attended

ADJOURN

On a motion by Council Member Kridler and second by Council Member Miller, the meeting was adjourned at 7:09 p.m.

Approved this 8th day of February, 2024.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

Racial Profiling Report | Full report

Gonzales Police Department

Module(s): Arrests, Citations

Call Type(s): N/A

Date Range: From 1/1/2023 To 12/31/2023

Motor Vehicle Racial Profiling Information

Total stops: 4466

Street address or approximate location of the stop

City street: 3842

US highway: 477

State highway: 66

County road: 0

Private property or other: 81

Was race or ethnicity known prior to stop?

Yes: 4

No: 4462

Race or ethnicity

Alaska Native / American Indian: 13

Asian / Pacific Islander: 19

Black: 333

White: 2016

Hispanic / Latino: 2085

Gender

Female:

Total 1762

Alaska Native / American Indian 3 Asian / Pacific Islander 4 Black 114

White 796 Hispanic / Latino 845

Male:

Total 2704

Alaska Native / American Indian 10 Asian / Pacific Islander 15 Black 219

White 1220 Hispanic / Latino 1240

Reason for stop?

Violation of law:

Total 90
Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 12
White 22 Hispanic / Latino 55

Pre-existing knowledge:

Total 17
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3
White 3 Hispanic / Latino 11

Moving traffic violation:

Total 3661
Alaska Native / American Indian 12 Asian / Pacific Islander 15 Black 260
White 1729 Hispanic / Latino 1645

Vehicle traffic violation:

Total 698
Alaska Native / American Indian 0 Asian / Pacific Islander 4 Black 58
White 262 Hispanic / Latino 374

Was a search conducted?

Yes:

Total 216
Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 31
White 58 Hispanic / Latino 126

No:

Total 4250
Alaska Native / American Indian 12 Asian / Pacific Islander 19 Black 302
White 1958 Hispanic / Latino 1959

Reason for search?

Consent:

Total 20
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3
White 6 Hispanic / Latino 11

Contraband:

Total 3
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1
White 0 Hispanic / Latino 2

Probable cause:

Total 150
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 22
White 42 Hispanic / Latino 86

Inventory:

Total 7
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 1 Hispanic / Latino 6

Incident to arrest:

Total 36
Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 5
White 9 Hispanic / Latino 21

Was Contraband discovered?

Yes:

Total 108

	Did the finding result in arrest (total should equal previous column)?	
Alaska Native / American Indian: <u>1</u>	Yes: <u>1</u>	No: <u>0</u>
Asian / Pacific Islander: <u>0</u>	Yes: <u>0</u>	No: <u>0</u>
Black: <u>16</u>	Yes: <u>9</u>	No: <u>7</u>
White: <u>37</u>	Yes: <u>24</u>	No: <u>13</u>
Hispanic / Latino: <u>54</u>	Yes: <u>21</u>	No: <u>33</u>

No:

Total 108
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 15
White 21 Hispanic / Latino 72

Description of Contraband

Drugs:

Total 75
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 10
White 32 Hispanic / Latino 33

Currency:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Weapons:

Total 9

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1
White 2 Hispanic / Latino 6

Alcohol:

Total 26

Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 5
White 5 Hispanic / Latino 15

Stolen property:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Other:

Total 1

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1
White 0 Hispanic / Latino 0

Result of the stop

Verbal warning:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Written warning:

Total 4105

Alaska Native / American Indian 12 Asian / Pacific Islander 19 Black 302
White 1911 Hispanic / Latino 1861

Citation:

Total 214

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 14
White 59 Hispanic / Latino 141

Written warning and arrest:

Total 69
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 5
White 33 Hispanic / Latino 31

Citation and arrest:

Total 2
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 2

Arrest:

Total 76
Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 12
White 13 Hispanic / Latino 50

Arrest based on

Violation of the Penal Code:

Total 85
Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 14
White 27 Hispanic / Latino 43

Violation of Traffic Law:

Total 6
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 6

Violation of City Ordinance:

Total 1
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 1 Hispanic / Latino 0

Outstanding Warrant:

Total 55
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3
White 18 Hispanic / Latino 34

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-7 Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League

DATE: February 8, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

City staff has met with the Gonzales Little League Board and reviewed the Agreement together and all parties understand that this agreement is needed. City staff will be available to answer any questions asked by council.

POLICY CONSIDERATIONS:

A License Agreement is needed for citizens utilizing city property.

FISCAL IMPACT:

This License Agreement includes a fee associated with paying the metered electricity of the fields and concession stand the expense the City incurs with utilities of the fields the Little League uses.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2024-7

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

WHEREAS, the City of Gonzales desire to execute a facility license agreement for the use of the baseball, softball and T-ball fields at the Independence Park; and

WHEREAS, the provision of opportunities for Gonzales youth to participate in team sports serves an important public purpose of the community; and

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

WHEREAS, the term of the agreement will be for five months beginning February 10, 2024, through July 1, 2024, for Little League; and

WHEREAS, within the license agreement the Gonzales Little League is responsible for the metered amount of electricity from February 10, 2024 through July 1, 2024, or at the end of the season if earlier and the City is notified; and

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with Gonzales Little League is in the best interest of the City and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby approves the License Agreement with Gonzales Little League attached hereto as Exhibit A and authorizes the execution of said Agreement by the City Manager.

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

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

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

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

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

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

PASSED AND APPROVED this 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

LICENSE AGREEMENT

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

WITNESSETH:

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

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

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

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

WHEREAS, after consideration at a meeting posted and held in compliance with the Texas Open Meetings Act, the City Council finds that a public purpose is served through the programs herein anticipated and the City's costs shall be recovered only to such extent necessary to insure the continuation of said programs.

NOW THEREFORE:

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

ARTICLE 1. **GRANT OF LICENSE/CONSIDERATION**

- 1.1 The CITY, for and in consideration of the mutual benefits to the CITY and the LITTLE LEAGUE and the observance of the terms and conditions set forth below, hereby grants permission to the LITTLE LEAGUE to enter upon and use all ball

fields and related facilities at City of Gonzales Baseball/Softball/T-Ball Fields in Independence Park.

ARTICLE 2.

USE

- 2.1 The premises shall be occupied and used by the LITTLE LEAGUE only for recreational purposes. LITTLE LEAGUE agrees and specifically understands that this license is confined to the privilege to use the premises set forth herein on a non-exclusive basis and that the premises herein given does not grant the LITTLE LEAGUE any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises and that the CITY retains dominion, possession and control of the premises, including access thereto at all times.
- 2.2 LITTLE LEAGUE agrees to provide CITY a schedule of its activities.
- 2.3 LITTLE LEAGUE agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, State and Federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation thereof. If the attention of LITTLE LEAGUE is called to any such violation, LITTLE LEAGUE or those under its control will immediately desist from and promptly correct such violation.
- 2.4 The CITY reserves the right to impose and enforce all necessary and proper reasonable rules for the management and operation of the premises and, in this connection, shall provide the LITTLE LEAGUE with written notice of such rules.
- 2.5 The City hereby grants the LITTLE LEAGUE a non-exclusive license to use the baseball/softball/T-ball fields to hold and conduct baseball and softball games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the baseball/softball/T-ball fields is subject to closure and interruption by the City for maintenance, inclement weather, or to preserve and maintain the public health, safety and welfare.

ARTICLE 3.

TERM

- 3.1 The term of this agreement is from February 10, 2024 through July 1, 2024 unless early terminated in accordance with this agreement. Little League and City representatives will perform a walkthrough of all facilities to inspect any

necessary repairs or maintenance issues that need to be addressed before start of the term agreement.

ARTICLE 4.
ACCEPTANCE AND CONDITION OF PREMISES

- 4.1 The LITTLE LEAGUE has had full opportunity to examine the premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. LITTLE LEAGUE's taking possession of the premises shall be conclusive evidence of LITTLE LEAGUE's acceptance thereof in good order and satisfactory condition, and LITTLE LEAGUE hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.
- 4.2 LITTLE LEAGUE agrees that no representations respecting the condition of the premises and no promises to alter, repair or improve the premises, either before or after the execution hereof, have been made by CITY or its agents to LITTLE LEAGUE unless the same are in writing and are contained herein or made a part hereof by specific references herein.

ARTICLE 5.
LIENS PROHIBITED

- 5.1 LITTLE LEAGUE covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with any improvement, repair, alteration in, on or about the premises, whether authorized or unauthorized hereunder.
- 5.2 LITTLE LEAGUE hereby agrees to promptly pay all persons applying labor, services and materials in the performance of any and all repairs, alterations, additions or improvements that may hereafter be made, and LITTLE LEAGUE shall and will fully indemnify and hold harmless the CITY against any and all claims, liens, suits or actions asserted by a person, persons, firm or corporation on account of labor, materials or services furnished to LITTLE LEAGUE during the performance of any said repair, alteration, addition or improvement and against any claim for injury to persons or property.

ARTICLE 6.
MAINTENANCE

- 6.1 The CITY at its sole expense shall maintain or cause to be maintained, through the term of this agreement, the grounds of the premises and all improvements in a condition acceptable.

- 6.2 The LITTLE LEAGUE shall, keep the premises free of litter, trash paper and other waste generated during its use of the premises and shall dispose of same in accordance with CITY policy. The City Manager shall have the right to inspect the premises for cleanliness and sanitary conditions at any and all times, and the LITTLE LEAGUE hereby agrees to promptly correct any deficiencies in maintenance of which it is notified in writing by the City Manager.
- 6.3 The LITTLE LEAGUE shall promptly repair any damage to the premises caused by the use of the premises by the LITTLE LEAGUE or those persons under its control, including replacing any equipment, fixtures and lights. The LITTLE LEAGUE shall have no duty to repair any damage caused by others whom the CITY has authorized to use the premises. Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado or other act of God, the CITY shall be under no obligation to rebuild or repair the premises.
- 6.4 LITTLE LEAGUE will, at the termination of this agreement, return the premises to CITY in a condition satisfactory to the CITY, usual wear, acts of God, or unavoidable accident only accepted.
- 6.5 LITTLE LEAGUE will drag and mark all of the fields.
- 6.6 Water shall be provided to the Facility at City's expense. The CITY will enforce a cap of 30,000 gallons of water per month for all meters combined for LITTLE LEAGUE to use at no charge.
- 6.7 The CITY will provide trash containers in order for the LITTLE LEAGUE to maintain the area in a clean manner. The LITTLE LEAGUE shall pick up all trash and properly dispose of it in the trash containers. The CITY will haul off the trash each morning.
- 6.8 The CITY will perform an initial cleaning and stocking of all restroom facilities, perform a full dragging, tilling, and marking of fields, and make any necessary repairs prior to Opening Day. LITTLE LEAGUE shall be responsible for maintaining and stocking the facilities during the season.
- 6.9 The CITY will maintain the facilities in good condition through term agreement, including mowing, weeding, irrigation, and not permit the existence of any public nuisances thereon, or such other threats to the public health, safety, welfare, and disruption of regular play.
- 6.10 The CITY will allow the LITTLE LEAGUE to use the sound system for opening day and any special tournaments held.

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

ARTICLE 7. **CONCESSION**

- 7.1 The LITTLE LEAGUE shall have the right to operate a concession for the sale of food, beverages, and similar consumable items. No fee for the right to operate said concession stand may be payable to CITY; provided, however, that all profits generated thereby shall be applied to the operation of the LITTLE LEAGUE and to maintenance and improvements to the premises. The LITTLE LEAGUE shall obtain and maintain, at its sole cost and expense, all permits, or licenses required for its concession operations hereunder to include the Health Inspection for concessions.
- 7.2 The CITY reserves the right to prohibit the sale, possession and/or consumption of alcoholic beverages and tobacco products on the premises if such prohibition is deemed by the City Council at any time in the future to be in the public's interest. This prohibition applies to the fields, bleachers, concession areas, restrooms and parking areas.

ARTICLE 8. **FEES**

- 8.1 Parking and attendance at LITTLE LEAGUE events shall be free and open to the public.
- 8.2 LITTLE LEAGUE will be responsible for the metered amount of electricity from February 10, 2024, through July 1, 2024, or at the end of the season if earlier and the City is notified. The LITTLE LEAGUE will then be billed for metered amount and will be due the last day of September.
- 8.3 LITTLE LEAGUE is responsible for the maintenance of grass and baseball field dirt to all three fields. If the LITTLE LEAGUE makes improvements to the facilities in the amount of \$2,000 and invoices are submitted, the electric fees will be waived.

ARTICLE 9. **Compliance with Applicable Laws.**

- 9.1 LITTLE LEAGUE shall comply with all applicable statutes, ordinances, and local regulations concerning the use, condition, and occupancy of the fields and

related property, and ensure that players, coaches, and spectators comply with such laws.

ARTICLE 10.
INDEMNITY and INSURANCE

- 10.1 **The LITTLE LEAGUE covenants and agrees to fully indemnify and hold harmless the City of Gonzales, its members, agents, officers and employees, their successors and assigns, individually or collectively, from and against all costs and expenses for any fines, claims, suits, losses, damages demands, actions or causes of action, or liability of any kind and nature, including but not limited to personal injury or death and property damage, in any way arising out of the execution of this license or in connection with or resulting from any activity or operation of the LITTLE LEAGUE, in, on or about the premises or in connection with its use of the premises or arising out of any condition of the premises caused by the LITTLE LEAGUE, or by reason of such LITTLE LEAGUE's misconduct or any breach, violation or non-performance of any covenant hereof or in any permit; and the LITTLE LEAGUE further agrees to pay all expenses in defending against any such claims made against the CITY, including but not limited to investigation costs, attorney's fees and court costs, except to the extent that the injury, death or damage is caused by the sole active negligence of CITY, its members, agents, officers and employees. It is the express intention of the parties that the attribution of responsibility provided for in this Article is a protection to CITY by LITTLE LEAGUE for events, injuries and damages which are, or which are said to be, the consequences of CITY's negligence or alleged negligence, including where same is the concurring cause of the injury, death or damage; excluding only those injuries, death or damage caused by the sole active negligence of CITY or solely resulting from CITY activities on the premise, as the case may be. The indemnity contained herein shall survive the termination hereof. The indemnity herein shall include appropriate protections against the claims and causes of action referred to in the paragraph below. CITY shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the**

reasonable control of CITY, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs from any cause whatever except as results from CITY's sole active negligence. The LITTLE LEAGUE and the CITY shall give prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect either LITTLE LEAGUE.

- 10.2 LESSEE agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:

TYPE: Commercial (Public) Liability - including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).

AMOUNT: Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000.00 per occurrence or per claim.

LESSEE further agrees that as respects the above-required insurance, LESSOR shall:

- 1) Be named as an additional insured.
- 2) Be provided with 30 days advance written notice of cancellation or material change.
- 3) Be provided notice of any insurance claim filed against the policy naming the CITY as an additional insured.

LESSEE further agrees that with respect of the above-required insurance, it shall provide evidence of insurance to LESSOR to satisfy the insurance requirements of this Lease.

ARTICLE 11.

SIGNS

- 11.1 LITTLE LEAGUE hereby agrees not to install or display any sign(s) upon the premises without prior written approval of said sign(s) by the CITY through the City Manager. LITTLE LEAGUE further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized CITY authority and to comply with established sign review procedures for proposed new signs.

11.2 LITTLE LEAGUE may erect advertising signs on and around the fields in accordance with these provisions:

- a) No advertising signs shall be permitted on the premises with the exception of advertising signage located on the press box, concession building, official scoreboard and outfield fences secured by LITTLE LEAGUE. CITY is not responsible for damage, destruction, or vandalism to the advertising signs, except that which is caused by an agent or employee of the CITY.
- b) All advertising signage must be removed and stored by the LITTLE LEAGUE at the end of each season.
- c) Maximum size of signage is limited to two feet (2') by three feet (3') for structures and is limited to four feet by eight feet (4' x 8') for the fence area along the back perimeter of the field.
- d) Signs must be constructed professionally and coated with a material to be resistant to normal weather conditions and to resist vandalism efforts.
- e) Signs must be mounted in a manner to withstand high winds and severe weather.

ARTICLE 12.

TERMINATION/REMEDIES

12.1 Either CITY or LITTLE LEAGUE, with or without cause, may cancel this agreement by giving forty-five (45) days prior written notice thereof to the other. However, if this agreement is cancelled without cause by the CITY, the CITY shall pay to LITTLE LEAGUE the pro-rata cost of any improvements, approved, and authorized by the City, made on the premises by the LITTLE LEAGUE. Such payment shall be made within ninety (90) days from the date of cancellation. Additionally, any breach or violation by LITTLE LEAGUE of the provisions contained in this agreement which is not cured following ten (10) days written notice thereof to LITTLE LEAGUE shall, at the option of the CITY, be cause for termination of this agreement and/or entitle CITY to seek any remedy which now is or may hereafter be provided at law or in equity, whether or not stated herein. No waiver by CITY of a breach or violation on the part of the LITTLE LEAGUE shall be construed or held to be a waiver of any succeeding or preceding breach or violation of the same or any other provision herein contained.

ARTICLE 13.

REPORTS (SCHOOL, BASEBALL AND SOFTBALL LEAGUES)

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

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

ARTICLE 14. **ASSIGNMENT**

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

ARTICLE 15.
CONDEMNATION

- 15.1 It is agreed and understood that in the event that the premises are taken, in whole or in part, by any governmental authority other than CITY, this license and all rights or permission to use hereunder shall, at the option of the CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. LITTLE LEAGUE hereby waives all rights to any proceeds of such condemnation.

ARTICLE 16.
ATTORNEY'S FEES

- 16.1 In the event CITY brings any action under this license alleging that LITTLE LEAGUE hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the LITTLE LEAGUE hereto its reasonable attorney's fees. The LITTLE LEAGUE hereto which becomes so liable agrees to make prompt payment thereof to the CITY.

ARTICLE 17.
SEVERABILITY

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

ARTICLE 18.
AMENDMENT

- 18.1 No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by the parties hereto.

ARTICLE 19.
NONDISCRIMINATION

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

[Signature Page Follows]

EXECUTED THE _____ DAY OF _____, 2024,

LITTLE LEAGUE:

CITY:

BY: _____
Gonzales Little League President

BY: _____
Timothy L. Crow, City Manager

BY: _____
Parks and Recreation Director

ATTEST:

City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: February 8, 2024

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-8 Authorizing the City Manager to increase the contract amount for consulting services to Hicks and Company to include the survey of fifteen (15) historic properties, in an amount not to exceed a total contract amount of \$35,000; Revising the Scope of Work and Extending the Grant Period through July 31, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales, Texas, with the support of the Edwards Association and the Gonzales County Historical Commission, applied for and received a National Park Service Underrepresented Communities grant in the amount of \$50,000 to prepare a National Historic Register Nomination for the Edwards School property. The work has been completed and the property has been recommended for National Historic Register Nomination. With the remaining grant funds, the National Park Service has approved a survey of fifteen (15) additional properties, associated with African American history within the City of Gonzales. The fifteen properties were selected based on the input provided by David Tucey (President of the Edwards Association) and Glenda Gordon (Gonzales County Historical Commission). The additional work will be completed by July 31, 2024.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

The cost of the consultant services will be covered by the \$50,000 grant award.

ATTACHMENTS:

Original amended contract with Hicks and Company in the amount of \$14,986.80

Additional scope of work for survey of fifteen (15) historic properties

National Park Service grant P21AP11720 grant agreement modification

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution and associated documents.

RESOLUTION NO. 2024-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO INCREASE THE CONTRACT AMOUNT FOR CONSULTING SERVICES TO HICKS AND COMPANY TO INCLUDE THE SURVEY OF FIFTEEN (15) HISTORIC PROPERTIES, IN AN AMOUNT NOT TO EXCEED THE TOTAL CONTRACT AMOUNT OF \$35,000.00, REVISING THE SCOPE OF WORK AND EXTENDING THE GRANT PERIOD THROUGH JULY 31, 2024; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City desires to have the professional consulting firm of Hicks and Company complete the survey for an additional fifteen (15) properties associated with African American history in the City of Gonzales; and

WHEREAS, this additional scope of work will be paid for using the grant funds remaining on the National Park Service grant # P21AP11720; and

WHEREAS, the City Council agrees to the revised Scope of Work, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the City Council agrees to the National Park Service (NPS) Grant Agreement Modification and grant extension to July 31, 2024, attached hereto and incorporated by reference as Exhibit B.

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

Section 1. The Gonzales City Council designates the City Manager, or designee, as the City's authorized official. The authorized official is given the power to contract with the consultant on behalf of the City of Gonzales in an amount not to exceed \$35,000; and to execute all documents associated with National Park Service Grant Agreement Modification and grant extension.

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 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



CITY OF GONZALES
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
GONZALES COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Gonzales, Texas, (the "City") a Texas home rule municipality, and Hicks and Company ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.



Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit “B”. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work

undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$1,000,000. This

coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$1,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED

WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. The Professional may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City and shall remain as placed in all iterations and uses of the documents and data. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any

of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Gonzales, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this

Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Gonzales County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Gonzales County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this

Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time upon reasonable notice. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

25. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the

information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

26. **Mandatory Conditions for Government Contracts**

When applicable, City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2271) By entering this contract, Professional verifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended. Further, Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

Pursuant to Texas Senate Bill 13 (2021), Professional certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Professional shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Pursuant to Texas Senate Bill 19 (2021), Professional certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association .

EXECUTED, by the City on this the 1 day of July, 2022.

CITY:

By: 

Name: Tim Patek

Title: City Manager

ADDRESS FOR NOTICE:

CITY

City of Gonzales
Attn: Tim Patek
City Manager
820 St. Joseph Street
Gonzales, TX 78629

PROFESSIONAL:

By: 

Name: Samantha Champion

Title: Planning Program Manager

PROFESSIONAL

Hicks and Company
1504 West 5th Street
Austin, Texas 78703

with a copy to:

City Attorney
City of Gonzales, Texas
Attn: Dan Santee
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit "A"

Scope of Services

To provide services in completing the National Register Registration form and all other materials necessary to nominate the property; the consultant is also responsible for completing additional research, documentation, and revisions as necessary. Final criteria and areas of significance will be determined in consultation with the State Historic Preservation Office. The nomination will be prepared in accordance with the instructions contained in National Register Bulletin 16A: How to Complete the National Register Registration Form. In addition, the nomination form will meet the standards outlined by the Texas Historical Commission.

Phase One – Intensive Historic Resource Survey: During this Phase, the consultant will conduct the intensive historic resource survey and document the history and conditions of buildings in the project area with an appropriate level of supporting evidence that supports or refutes significance and evaluate every primary structure, secondary structure, and site in the project area and identify if structures are Significant, Contributing, and Non-contributing. Non-contributing buildings will be ranked as non-contributing due to age, due to reversible alterations, or due to irreversible alterations. Research will be recorded on an inventory form and will be a project deliverable. The inventory form shall follow federal, state, and local guidelines. The Edwards Association and Gonzales Historical Commission will assist with gathering information for the selected consultant.

Phase Two– Preparation and Submittal of National Register Historic District Nomination: During Phase Two, the consultant firm will conduct further research on the history of the Edwards School within the timeline of national philosophies and practices regarding the education of people of color in the late 1880's through desegregation. The resultant nomination will go beyond architecture and the basic mechanics of how the Edward's School functioned and will emphasize racial bias, equity, and educational reform – past and present. The consultant firm will augment research already completed by the Museum and local volunteers.

Upon the successful review and approval of the draft nomination by the Project Team, the selected consultant firm shall submit the final draft to Texas State Historic Preservation Office (SHPO) and shall represent the nomination at the Texas Historic Sites Advisory Council meeting. Subject to any suggested edits, the selected consultant shall submit the nomination to the National Park Service.

Prior to the final submittal to the NPS, the selected consultant firm shall deliver one in-depth presentation on the nomination's findings. The presentation will be jointly sponsored by the Edwards Association and the Gonzales County Historical Commission. This presentation will occur in-person as well as being recorded via live broadcast using Zoom, Youtube or some other platform. The Project Team shall take responsibility for promoting this public event.

1.1 PRESENTATIONS

- Presentation One: Texas Historic Sites State Board of Review
- Presentation Two: Public event cosponsored by the Edwards Association and the Gonzales County Historical Commission.

1.2 REPORTING

The selected firm shall provide monthly project updates to the City's grant consultant.

1.3 DELIVERABLES

- Written monthly project updates submitted to the City's grant consultant.
- Draft and Final Digital copies of the Excel database of surveyed buildings, structures, objects and landscapes. Database fields may include: building ID, type, date of construction, architectural style, building form, building materials, and building condition.
- Draft and Final Digital copies of the Survey Forms
- Draft and Final Digital copies of the National Register Historic District nomination
- Digital copies of all presentation materials (PowerPoint, handouts, etc)
- All digital submittals should be high-resolution files. Transmittal may be performed electronically or by a USB drive.
- High-resolution digital copies of all photographs. Pictures should be submitted in a jpg format. Photographs and/or slides will be taken under optimum lighting. Backlit shots will be unacceptable.

PROJECT SCHEDULE

- Issue RFQ March 10, 2022
- Questions due in writing by 2:00 p.m. Thursday, March 24, 2022. Questions received after the deadline will not be acknowledged.
- RFP Submittal Deadline of Thursday, March 31, 2022 at 2:00 p.m.
- Interviews – Week of April 4, 2022 (Tentative)
- City Council Approval April 14, 2022
- Project Initiation – May 2, 2022 (approx.)
- Determination of Eligibility by THC - complete
- Preparation of draft nomination by Consultant.
- Submit draft nomination to SHPO
- SHPO staff review and editing
- Conduct Public Meeting to present nomination
- Nomination placed on the State Board of Review Agenda
- Presentation to the State Board of Review. September 17, 2022

- Final edits and submission to the National Park Service. January 15, 2023

Exhibit “B”
Cost

HICKS & COMPANY ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS
FEE ESTIMATE
Edwards School Complex National Register Historic District Nomination
March 30, 2022

	Planning PM/ QA/QC \$137.00	Arch Historian \$97.00	GIS Analyst \$95.00	Cultural Res. Asst. \$90.00	TOTAL
LABOR					
Phase 1: Intensive Historic Resource Survey					
Kickoff Meeting	2	2			
Intensive Survey of Edwards School Complex		10			
Completion of Inventory Form & Survey Database	1	10		4	
Task 1 Labor Hours	3	22	0	4	29
Task 1 Subtotal	\$ 411.00	\$ 2,134.00	\$ -	\$ 360.00	\$ 2,905.00
Phase 2: Preparation & Submittal of NRHD Nomination					
Preparation of NRHD Nomination	2	18	4	2	26
Revisions to NRHD Nomination	1	4			5
Texas Historic Sites Advisory Council Prep & Presentation (In-person)		4			4
Public Event Prep & Presentation (In-person & Virtual)	4	14		8	26
Task 2 Labor Hours	7	40	4	10	61
Task 2 Subtotal	\$ 959.00	\$ 3,880.00	\$ 380.00	\$ 900.00	\$ 6,119.00
Project Management					
Monthly Progress Reports, Invoicing, etc.		6			6
					0
					0
Task 3 Labor Hours	0	6	0	0	6
Task 3 Subtotal	\$ -	\$ 582.00	\$ -	\$ -	\$ 582.00
Category Total Hours	10	68	4	14	96
Category Total Cost	\$ 1,370.00	\$ 6,596.00	\$ 380.00	\$ 1,260.00	\$ 9,606.00
TOTAL LABOR					\$ 9,606.00
DIRECT EXPENSES					
Description	Quantity	Unit Type	Rate		TOTAL
Mileage	430	mile	\$ 0.575		\$ 247.25
Gas	28	gallon	\$ 3.60		\$ 100.80
Meals (w/o overnight)	3	day	\$ 15.00		\$ 45.00
TOTAL DIRECT EXPENSES					\$ 393.05
TOTAL COST					\$ 9,999.05

National Register Nomination for the Edwards School Complex

Revised Schedule 6/22/2020

Task	Date (2022)	Duration
Phase 1		
Project Initiation and Background Study Following a project kick-off meeting with the Project Team, Hicks & Company will review existing documentation, literature, and historical maps to identify relevant historic contexts/themes and establish a preliminary period of significance for the Edwards School. Hicks & Company will coordinate in the retrieval of information collected by the Edwards Association and GCHC and additional primary and archival sources will be identified as needed. <i>May include an oral history component – refer to forthcoming proposal for more detail</i>	6/13 – 7/8	4 weeks
Survey and Documentation Hicks & Company historians will conduct an intensive historic resources survey of the complex. During the survey, Hicks & Company will document all resources within the survey area with digital photography and record relevant information for each resource about the history and conditions of the site. The information gathered will be used in the preparation of a database of the surveyed buildings, structures, objects, and landscapes. An inventory form will be completed, and determinations will be made regarding contributing and non-contributing resources.	7/11 – 8/5	4 weeks
Phase 2		
Preparation of Nomination Form Based on information gathered during the survey and further archival research, Hicks & Company will prepare a draft of relevant historic contexts and statement of significance for the school complex. Hicks & Company will prepare a narrative of the development history of the school and cover a timeline of educational practices for African Americans from the 1880s to desegregation and link the school's history to broad trends in the history of education and Gonzales' growth and development. Additional research will be conducted as necessary. Hicks & Company will fully complete all fields of the	8/8 – 9/2	4 weeks

Task	Date (2022)	Duration
nomination form, including photographing the school complex according to NPS requirements and development of a location map for the complex, including depiction of contributing and non-contributing resources as needed. A first draft of the nomination form will be submitted to the Project Team.		
<i>Review period by Project Team</i>	9/5 – 9/16	2 weeks
Address Comments and Prepare Nomination Form Following the review of the draft nomination form by the Project Team, Hicks & Company will address all comments and make all recommended changes. Upon approval of the nomination by the Project Team, Hicks & Company will submit the draft to the THC.	9/19 – 10/14	4 weeks
<i>Review period by THC</i>	10/17 – 12/16	Up to 60 days
Edwards School Complex presentation Hicks & Company will prepare an in-person public presentation on the Edwards School complex to be presented at a time determined by the Project Team. A digital copy of the presentation materials will be included as one of the deliverables for the project.	10/17 – 10/28	2 weeks
Address Comments and Prepare Final Nomination Form Following the review of the draft nomination form by the THC, Hicks & Company will address all comments and make all recommended changes. Hicks & Company will re-submit the nomination to the THC no later than the submission deadline of March 1 st , 2023 in order for the nomination to be placed on the May 13 th , 2023 State Board of Review meeting agenda.	12/16 - 3/1	Up to 11 weeks
State Board of Review Meeting/Submission of Nomination Form to NPS If desired by the Project Team, Hicks & Company staff will attend the May 13 th State Board of Review Meeting for the review of the Edwards School National Register Nomination. If approved by the Board, the National Register nomination will be submitted to the NPS.	5/13	~

Proposal for:

An Oral History Project as a Supplement to the
Edwards School Complex
National Register Nomination

Submitted to:
City of Gonzales
City Secretary's Office
820 St. Joseph Street
Gonzales, Texas 78629

Submitted by



ENVIRONMENTAL
ARCHEOLOGICAL
AND PLANNING
CONSULTANTS

1504 West 5th Street
Austin, Texas 78703
512-478-0858
hicksenv.com

June 2022

UNDERSTANDING OF THE PROJECT

Hicks & Company is consulting with the City of Gonzales, Edwards Association, and the Gonzales County Historical Commission (GCHC) in preparation of a National Register of Historic Places (NRHP) District nomination of the Edwards School complex, which consists of the original school (now used as a community center), a gymnasium, and an annex building (collectively referred to as the Edwards School complex). The Edwards School complex has been evaluated by the Texas Historical Commission (THC) and recommended for inclusion in the NRHP under Criterion A: Education and Ethnic Heritage/African American and Criterion C: Architecture. As a supplement to the NRHP nomination, the City of Gonzales, Edwards Association, and GCHC have requested an oral history component to be added to the scope of work.

The Edwards School Association is hosting a student reunion the weekend of July 1st in Gonzales, Texas. Persons in attendance will include former attendees of the Edwards School before school desegregation in 1964. Hicks & Company staff plans to be present on-site either July 1st or 2nd (to be determined in coordination with the Edwards Association) to conduct oral history interviews with willing participants.

Oral history refers to a recorded interview process. The information collected in the interview can be used to document past events and help broaden the understanding of certain experiences, lifestyles, or time periods. Information collected via the interviews will be added to the narrative portions of the Edwards School complex NRHP nomination. The oral history interviews will provide first-hand accounts of the student experience at the Edwards School and will help augment information provided by written records and documents on the school's history. The recorded interviews may also be of use to the Edwards Association in telling the history of the site through interactive displays and exhibits.

PROJECT APPROACH

For oral history projects, the National Park Service recommends use of the "Introduction to Oral History" manual issued by the Baylor University Institute for Oral History. This document is suggested by the National Park Service as a guideline for planning, designing, and conducting oral history interviews. Hicks & Company will refer to the document for guidance for the Edwards School complex oral history project. A digital copy of the manual is located here: <https://npgallery.nps.gov/AssetDetail/06d646f7-f80d-4cda-926c-f643dcebc9ef?>.

It is Hicks & Company's understanding that the Edwards Association will provide a potential list of individuals attending the reunion that may be willing to be interviewed about their experiences at the Edwards School. The Edwards Association will be responsible for introducing the project to the potential interviewees. Hicks & Company will be responsible for conducting the interviews on-site at the Edwards School. The interview location should have sufficient lighting, appropriate acoustics, and comfortable seating. Hicks & Company will provide and utilize high quality recording equipment and also take field notes during each interview. Hicks & Company will be on-site for one day and aim to conduct up to six (6) interviews during that timeframe, with the expectation that each interview may last up to 60 minutes. However, the length of each interview will depend on the number of willing interviewees, the extent of each person's experience at the Edwards School, their stamina, etc. More than six interviews will be conducted if time allows.

Hicks & Company proposes that each interview will cover the following general topics:

- Introduction: project name, date, project information
- Interviewee's name, origin, some personal details
- Years of attendance at the Edwards School
- Earliest memories of Edwards School
- Memorable teachers or events
- National events and how they impacted Edwards School (WWII, Cold War, Desegregation, etc.)
- Additional topics, as time and memory allow

DELIVERABLES

Hicks & Company will provide a digital recording of all interviews saved to a thumb drive, a written summary report containing a brief synopsis of each interview, copies of any photographs taken, and a transcript for each interview.

SCHEDULE

Task	Date (2022)	Duration
Conduct Oral History Interviews Hicks & Company will be on-site at the Edwards School in Gonzales during the school reunion to interview willing participants. The Edwards Association will help determine the list of participants.	7/1 or 7/2	1 day
Preparation of Project Deliverables Hicks & Company will prepare all deliverables during this time. The submission date of 9/2 coincides with the deliverable of the draft NRHP nomination form to the City of Gonzales, Edwards Association, and GCHC.	7/3 – 9/2	9 weeks

HICKS & COMPANY ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS
FEE ESTIMATE
Edwards School Complex National Register Nomination Oral History
June 29, 2022

LABOR	Planning PM/ QA/QC \$137.00	Arch Historian \$97.00	Cultural Res. Asst. \$90.00	TOTAL
Task 1: Conduct Oral History Interviews				
Up to 6 interviews conducted on-site at the Edwards School		8		
Task 1 Labor Hours		8		8
Task 1 Subtotal	\$ -	\$ 776.00	\$ -	\$ 776.00
Task 2: Project Deliverables				
Preparation of video recordings, summary report, photos, and transcripts	4	30	7	41
Task 2 Labor Hours	4	30	7	41
Task 2 Subtotal	\$ 548.00	\$ 2,910.00	\$ 630.00	\$ 4,088.00
Category Total Hours	4	38	7	49
Category Total Cost	\$ 548.00	\$ 3,686.00	\$ 630.00	\$ 4,864.00
TOTAL LABOR				\$ 4,864.00
DIRECT EXPENSES				TOTAL
Description	Quantity	Unit Type	Rate	
Mileage	150	mile	0.625	\$ 93.75
Meals (w/o overnight)	1	each	30.00	\$ 30.00
TOTAL DIRECT EXPENSES				\$ 123.75
TOTAL COST				\$ 4,987.75

CITY:

By: _____

Name: Tim Patek

Title: City Manager

ADDRESS FOR NOTICE:

CITY

City of Gonzales
 Attn: Tim Patek
 City Manager
 820 St. Joseph Street
 Gonzales, TX 78629

PROFESSIONAL:

By: S. W. Champion

Name: Samantha Champion

Title: Planning Program Manager

PROFESSIONAL

Hicks and Company
 1504 West 5th Street
 Austin, Texas 78703

with a copy to:

City Attorney
 City of Gonzales, Texas
 Attn: Dan Santee
 2517 N. Main Avenue
 San Antonio, Texas 78212

Proposal for:

Gonzales African American Historic Resources Survey as a Supplement to the
Edwards High School National Register Nomination

Submitted to:
City of Gonzales
City Secretary's Office
820 St. Joseph Street
Gonzales, Texas 78629

Submitted by



ENVIRONMENTAL
ARCHEOLOGICAL
AND PLANNING
CONSULTANTS

1504 West 5th Street
Austin, Texas 78703
512-478-0858
hicksenv.com

January 2024

UNDERSTANDING OF THE PROJECT

In July of 2022, Hicks & Company consulted with the City of Gonzales, Edwards Association, and the Gonzales County Historical Commission (GCHC) to complete a National Register of Historic Places (NRHP) District nomination of the Edwards High School which was determined eligible for the NRHP under Criterion A: Education and Ethnic Heritage/African American and Criterion C: Architecture. The Edwards High School nomination was unanimously approved by the State Board of Review in September 2023. As a supplement to the NRHP nomination, the City of Gonzales with the support of the GCHC have requested a thematic historic resource survey component to be added to the scope of work. The Hicks & Company team will have the responsibility of conducting a reconnaissance-level survey of fifteen historic properties associated with African American history in the Gonzales vicinity. The properties have been preselected based on input provided by David Tacy (President of the Edwards School Association) and Glenda Gordon (Gonzales County Historical Commission).

Historic resource surveys are a process of identifying and gathering data on a community's historic resources. Surveys assign high, medium, or low priority rankings to these resources as well as assess eligibility for listing on the NRHP. Such resources are of significance to American history, architecture, archeology, and culture and are generally more than 50 years of age. The survey will conform to all requirements of the Texas Historical Commission's (THC's) *Historic Resources Survey Form Manual*, the professional qualification standards for historical, architectural, and archeological documentation as established by the National Park Service (NPS) (36 Code of Federal Regulations [CFR] 61, Appendix A), and the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*. Project deliverables will include a draft and final Historic Resources Survey Report, THC survey forms for each surveyed resource, a minimum of two labeled digital photos of each surveyed resource, entry of the survey results into a THC Access database, a survey inventory table generated from the database, and detailed GIS maps identifying all surveyed resources.

The following fifteen properties have been selected for the African American historic resources survey:

1. Providence Baptist Church at 1010 St. Andrew Street
2. Union Lee Baptist Church at 931 St. Andrew Street
3. Henson Chapel Methodist Church at 1020 St. Andrew Street
4. Webster Chapel Methodist Church at 1027 Church Street
5. Mt. Pilgrim Baptist Church at 209 Capes Street
6. City Cemetery for African Americans located on Church Street
7. Edwards Apartments (currently Green Dewitt Village) at 900 Robertson Street
8. Building at 512 St. James Street
9. Building at 514 St. James Street
10. Building at 516 St. James Street
11. Frame building southeast of Riverside School at 200 St. Lawrence Street
12. Evans Chapel Methodist Church located on CR 344 in Elm Slough
13. Elm Slough African American Cemetery adjacent to Evans Chapel on County Road 344
14. St. James Baptist Church at 21330 SH 80 (in the Bascom Freedom Colony vicinity)
15. Mt. Eden Baptist Church and adjacent cemetery at the intersection of FM 2814 and CR 420

PROJECT APPROACH

Research Design Report

The Research Design will include a narrative historic context that establishes knowledge of the area's African American history. The narrative will cover historic themes, events, and significant people as it relates to the aforementioned fifteen properties. As such, the historic context may not explore all themes associated with the African American community within Gonzales but will at minimum create a framework for future development of additional surveys, as well provide guidance for future land use and planning decisions.

The Research Design will also provide a map of the selected properties to be surveyed, define a period and area of significance, and identify existing designated resources in the vicinity, such as individual properties and districts listed on the NRHP, Recorded Texas Historic Landmarks, State Antiquities Landmarks, Official Texas Historical Markers, and local landmarks and districts.

Field Survey

Hicks & Company architectural historian, Angela Gaudette, will inventory all fifteen properties. At least two digital color photographs will be taken of each primary structure. Additional photographs will be taken of historic-age secondary structures as applicable. Photos will be taken in accordance with the requirements of the NPS National Register Photo Policy Factsheet at maximum pixel dimension. All resources within the survey area will be evaluated for individual National Register and local landmark eligibility or as contributing resources to a potential historic district.

Draft and Final Historic Resources Survey Report

Upon completion of the field survey, Ms. Gaudette will provide the results of the survey in a draft and final Historic Resources Survey Report. The report will include the survey's purpose and methodology, historic context (from the Research Design Report), survey results, and recommendations for local, state, or National Register designation or other appropriate preservation methods. The report will be prepared in accordance with the standards of the Secretary of the Interior's Guidelines for Identification and the THC. Hicks & Company Planning Program Manager, Samantha Champion, will provide QA/QC of the report and all deliverables prior to submission. The draft report will be provided to the City of Gonzales and GCHC for review. Comments will be addressed, and then a final report will be submitted to the GCHC. The survey materials will also be submitted to the THC survey coordinator.

THC Survey Forms and Database

Upon completion of the field survey, all survey form data and photographs will be incorporated into a THC Access survey database from the template provided by the THC. The historians will generate a THC survey form through the THC survey database for each primary resource recorded during the field survey. The survey forms will include information related to architectural style, historic and current use, materials, historical associations, and integrity. All survey forms will be prepared in accordance with the standards

of the THC and NPS guidelines. Shannon Barrientes, Cultural Resources Assistant with Hicks & Company, will assist in the preparation of survey forms and the completion of the survey database.

Survey Inventory Table and Photo-documentation

Ms. Barrientes will generate a survey inventory table from the database that will include a thumbnail photo and relevant information about each resource including the property address, historic and current name, historic and current function, construction date, stylistic influence, existing designation, NRHP eligibility, and preservation priority rating. Ms. Barrientes will assist with photo labeling of all inventoried resources. All survey photographs will be labeled according to THC survey guidelines and linked to the THC survey database.

Detailed Maps

Hicks & Company GIS Program Manager, Jerod McClelland, will prepare detailed GIS-based maps to be incorporated into the draft and final reports in PDF file format based on the results of the field survey. Maps will identify the location of all surveyed resources by site number and preservation priority rating.

DELIVERABLES

One (1) bound hard copy of the Historic Resources Survey Report will be produced. The hard copy of each report will be printed on 8.5 x 11 and 11 x 17 paper and placed into a 3-hole punch binder.

One (1) electronic copy of each report on CD or thumb drive will be submitted. The electronic copy will include the Research Design Report and the Historic Resources Survey Report and all associated photographic documentation, maps, etc. in PDF format. The survey data will also be submitted in Microsoft Access, Microsoft Excel, or GIS-based format. This allows the THC to upload the survey data into the THC Online Atlas database.

SCHEDULE

The projected timeframe for completion of the project (February to May 2024) is of critical importance and will be strictly adhered to. Hicks & Company staff will complete all tasks in a timely manner and will provide all deliverables according to the project timeline. Hicks & Company will immediately notify the GCHC via email if there are unforeseen obstacles to completing a specific task.

Gonzales African American Historic Resources Survey Schedule		
Date (2024)	Task	Duration
February 12 – March 8	Research Design and Fieldwork Preparation <ul style="list-style-type: none"> Acquire survey packet/current database template from the THC Develop of survey fieldwork maps Conduct desktop-level research On-site research at repositories as appropriate Submit Research Design 	4 weeks
(tentative) Week of March 11	Field survey <ul style="list-style-type: none"> Fieldwork for all 15 properties On-site research at repositories as appropriate 	2 days
March 11 – April 12	Draft Historic Resources Survey Report <ul style="list-style-type: none"> Preparation of draft, GIS-based maps, THC Access database, THC survey forms, and survey inventory table Labeling of all survey photographs per THC Guidelines Internal QA/QC 	5 weeks
April 15 –26	City of Gonzales and GCHC review the draft HRSR. Since the project is funded by a NPS Underrepresented Communities grant, the NPS Grants Management Specialist may also be involved in a review of the project materials.	2 weeks
April 22 - 26	Revision of draft HRSR and resubmittal	1 week
May 6	Submission of final draft HRSR to the City of Gonzales and submittal of the survey packet to the THC (Maps, images, Access database, survey forms, and survey inventory table)	-

COST

See attached fee estimate.

HICKS & COMPANY ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS
FEE ESTIMATE
Gonzales African American Historic Resources Survey
January 23, 2024

LABOR	QA/QC Manager \$137.00	GIS Analyst \$95.00	Architectural Historian \$97.00	Cultural Res. Support \$90.00	TOTAL
<u>TASK 1 - Background Research</u>					
Background & Archival Research			22		22
Research Design Report Development	4		20	4	28
Field Survey Planning & Mapping		4	2		6
Task 1 Labor Hours	4.0	4.0	44.0	4.0	56.0
Task 1 Subtotal	\$ 548.00	\$ 380.00	\$ 4,268.00	\$ 360.00	\$ 5,556.00
<u>TASK 2 - Fieldwork</u>					
Site Visit for Photo Documentation			10	10	20
On-site archival research			6	6	12
Task 2 Labor Hours	0.0	0.0	16.0	16.0	32.0
Task 2 Subtotal	\$ -	\$ -	\$ 1,552.00	\$ 1,440.00	\$ 2,992.00
<u>TASK 3 - Data Management</u>					
Photograph Organization & Labeling			5	6	11
Survey Form Development			12	6	18
Microsoft Access Database			4	13	17
Task 3 Labor Hours	0.0	0.0	21.0	25.0	46.0
Task 3 Subtotal	\$ -	\$ -	\$ 2,037.00	\$ 2,250.00	\$ 4,287.00
<u>TASK 4 - Historic Resources Survey Report</u>					
Draft and Final Survey Report	5		45	12	62
Mapping		9			9
Task 4 Labor Hours	5.0	9.0	45.0	12.0	71.0
Task 4 Subtotal	\$ 685.00	\$ 855.00	\$ 4,365.00	\$ 1,080.00	\$ 6,985.00
Category Total Hours	9.0	13.0	126.0	57.0	205.0
Category Total Labor	\$ 1,233.00	\$ 1,235.00	\$ 12,222.00	\$ 5,130.00	\$ 19,820.00
TOTAL LABOR					\$ 19,820.00
<u>DIRECT EXPENSES</u>	Quantity	Unit	Rate		TOTAL
Mileage	280	mile	\$0.67		\$ 187.60
TOTAL DIRECT EXPENSES					\$ 187.60
TOTAL COST					\$ 20,007.60

Modification/Amendment Number 002 to
Grant Agreement P21AP11720

Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
THE CITY OF GONZALES, TX

GENERAL

1. The purpose of this modification/amendment is to modify the **Addenda to Grant Agreement P21AP11720, Section 2. Addendum to Article VI – Statement of Work and Section 3. Addendum to Article XV – Reports, Outcomes, and Deliverables** in order to add an African American Historic Resources Survey to the existing scope of work.

MODIFICATION

2. Addendum to Article VI – Statement of Work

Add the following to Item 1:

- d. Comprehensively research and survey fifteen (15) African American historic resources in the Gonzales area as per *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* and produce a survey report for submission to NPS.

3. Addendum to Article XV – Reports, Outcomes, and Deliverables

Add the following to Item d.– Final Project Deliverables:

- iii. Final Survey Report including detailed description of the survey project's process, an analysis of the data, and any conclusion that sums up the findings. The survey report should include plans for dissemination and next steps, and should incorporate any special material such as photos, maps, or copies of important documents. Submit one digital copy with your final report.

All other terms and conditions remain unchanged.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-9 Authorizing the City Manager to Execute a Purchase Agreement with Alfa Laval, Inc. for the Purchase of parts and site machine reconditioning of a Klampress Type 8 Size 3 Belt Press for the Wastewater Plant

DATE: February 8, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The belt press in its current condition is over 25 years old and in a state of disrepair. It is used on a daily basis and is a major part of the City's wastewater plant. The belt press is how the City processes and removes all the solids at the wastewater treatment facility. Obtaining the parts and reconditioning this piece of equipment is detrimental step in wastewater processing and is a necessity to the public health of the citizens of Gonzales. With an up to date belt press we will be able to process more water in a less amount of man hours as well as save money on chemicals.

FISCAL IMPACT:

Account #230-7-730.650 Capital Replacement has a budgeted amount of \$242,301.00 in the 2023-2024 Fiscal Year Budget that was verified with the Finance Director. The purchase price for the parts, equipment, and labor for Belt Press rebuild for the wastewater department will be \$242,301.00.

POLICY CONSIDERATIONS

As set forth in the City's Fiscal and Budgetary Policy Statements; All City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas. Local Government Code exceptions apply for the following reasons: Section. 252.022 (2) procurement necessary to preserve or protect the public health or safety of the municipality's residents, and Section 252.022 (7) items that are available from only one source.

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this resolution.

RESOLUTION NO. 2024-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH ALFA LAVAL, INC. FOR THE PURCHASE OF PARTS AND SITE MACHINE RECONDITIONING OF A KLAMPRESS TYPE 8 SIZE 3 BELT PRESS FOR THE WASTEWATER PLANT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the wastewater treatment plants belt press is over twenty-five years old and is a state of disrepair; and

WHEREAS, belt press is how the City processes and removes all the solids at the wastewater treatment facility; and

WHEREAS, Local Government Code provides exceptions for the following reasons: Section 252.022 (2) procurement necessary to preserve or protect the public health or safety of the municipality's residents, and Section 252.022 (7) items that are available from only one source; and

WHEREAS, city staff budgeted \$242,301.00 within the wastewater fund 230-7-730.650 Capital Replacement for the purchase of the parts and site machine reconditioning of the belt press for the wastewater plant; and

WHEREAS, the City received a proposal from Alfa Laval Inc. in the amount of \$242,301.00 for the purchase the parts and site machine reconditioning of the belt press for the wastewater plant; and

WHEREAS, this piece of equipment is a detrimental step in wastewater processing to remove all of the solids at the wastewater treatment facility; and

WHEREAS, the City Council hereby finds that the purchase of parts and site machine reconditioning of a Klampress Type 8 Size 3 Belt Press in the amount of \$242,301.00 is in the best interest of the health, safety and welfare of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to execute a purchase agreement with Alfa Laval Inc. for the purchase for the Purchase of parts and site machine reconditioning of a Klampress Type 8 Size 3 Belt Press for the Wastewater Plant.

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 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

January 02, 2024

Gonzales WWTP
111 St. Michaels Street
Gonzales, TX 78629

Attn: Ryan Wilkerson

Ref: Reconditioning Proposal

Klampsess Type 85, 2 .0 meter
Alfa Laval Quote #010224B-MA



Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Dear Mr. Wilkerson,

Alfa Laval Inc. is pleased to offer its proposal on new upgrade replacement parts and site machine reconditioning for the above referenced location. Alfa Laval's experience in designing and building new belt filter presses and repairing/rebuilding earlier model belt filter presses can only enhance our position in offering the services and parts needed to provide additional years of service to your Alfa Laval Klampsess.

Alfa Laval started its "Rebuild Program" to provide customers with "today's technology" on earlier model belt filter presses as an alternative to purchasing new replacement equipment. For nearly thirty years, Alfa Laval has completed rebuild projects consisting of partial site repairs, complete site machine reconditioning, complete factory machine reconditioning, partial factory machine reconditioning and site machine upgrades.

Equipment on these projects included Bellmer Winklepresses (German), English Belt Filter Presses, Alfa Laval's MKII & Type 85 Klampsesses, and other Belt Filter Presses.

All parts supplied by Alfa Laval for reconditioning your machine shall meet Alfa Laval's latest O.E.M. design standards. All parts will be made to Alfa Laval's standard level of quality under ISO2001:2015 certified procedures. All labor shall be performed by qualified Alfa Laval trained service technicians who are experienced in the disassembly/reassembly of the Klampsess.

Scope of Supply:

Recondition one (1) Klampsess Type 85 Size 3 (2.0 meter) belt filter press at job site. Alfa Laval's scope for reconditioning the Klampsess includes using only new O.E.M. (Original Equipment Manufacturer) parts, labor for removal/installation, and inbound freight charges.

Alfa Laval shall be responsible for the removal and installation of Klampsess replacement parts. Project shall consist of one trip. Estimated down time for disassembly/reassembly of the Klampsess is 12-14 extended working days at 10-12 hours per day, including weekend work.

Klampress Type 85 Size 3 (2.0 meter) Reconditioning: The list below details the parts and services provided for Klampress reconditioning.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
(1)	New set of dewatering filter belts.
(1)	Complete set of new 2 9/16" stub shaft/forged end rollers consisting of the following: <ul style="list-style-type: none"> (2) Belt guide angle retrofit (Replaces 4" rollers) (7) 8" Plain rollers (steering/guide) (2) 12" Drive rollers (4) 12" Plain pressure rollers (1) 18" Plain pressure roller (1) 24" Perforated roller <p>Drive rollers shall be coated with ¼" Buna-N rubber. Perforated roller shall be fabricated from 316 stainless steel. All other rollers coated with 30 mils of thermoplastic nylon.</p>
(30)	New Alfa Laval 2 9/16" bearing housing assemblies. New Alfa Laval bearing assemblies consist of housing, triple labyrinth seal, bearing with steel bronze machined cage, 316 stainless steel hardware and taper lock nut assembly. Housings will be nylon coated for maximum protection against corrosion. Housing shall have a triple labyrinth seal for superior sealing against contaminants. Greasing intervals every 6 months.
(1) Lot	New 316 stainless steel mounting hardware for bearing assemblies.
(1) Lot	New upper and lower washbox mounting brackets fabricated from A-36 carbon steel then hot dip galvanized.
(2)	New upper and lower 316 stainless steel washtubs with UHMWPE mounting blocks.
(2)	New retrofit upper and lower washbox assemblies with adjustable/removable side panels. Washbox fabricated from 316 stainless steel, and includes new 316 stainless steel assembly hardware.
(1)	New duplicate replacement platform mount 3HP AC drive unit (Eurodrive K87). Note: Customer shall disconnect existing wiring/conduit and connect all electrical wiring/conduit to the new motor.
(1) Lot	New drive bull gears, pinion gear and drive bushings.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
(4)	New steering pivot plate assemblies. Pivot plates fabricated from A-36 carbon steel then hot dip galvanized. Includes new UHMWPE pivot bushings.
(2)	New 316 stainless steel hydraulic steering valves and paddle assemblies with ceramic wear pads, and stainless steel braided hoses.
(1)	New 316 stainless steel hydraulic tensioning valve.
(4)	New fiberglass steering and tensioning cylinders with stainless steel braided hoses. New hydraulic cylinders shall have fiberglass outer casing, laminated phenolic heads, stainless steel tie rods and 316 stainless steel piston rods.
(2)	New upper and lower tension bars for hydraulic cylinders. New tension bars fabricated from A-36 carbon steel then hot dip galvanized.
(1)	New single stage hydraulic retrofit lid assembly for control of the automatic steering and tensioning systems on the belt press. Lid assembly shall be mounted on customer's existing 20-gallon reservoir. Lid assembly will include new hydraulic lid, filter, pump/motor assembly, 316 stainless steel tubing, neoprene tank gasket, low pressure switch and 20 gallons of hydraulic oil. Note: Customer shall disconnect existing wiring/conduit and connect all electrical wiring/conduit to the new motor/pressure switch.
(4)	New maintenance free tensioning yoke bearings. New yoke bearings are galvanized coated with teflon sleeves at the pivot points.
(1) Lot	<p>New press mounted electrical components consisting of:</p> <ul style="list-style-type: none"> (1) No cake limit switch. (2) Belt misalignment limit switches with stainless steel mounting brackets. (2) Belt breakage limit switches. (1) Emergency-stop trip cord switch with new pull cable and clamps. (1) NEMA-4X stainless steel junction box assembly. <p>Note: Existing rigid conduit shall be reused as-is.</p>
(1)	New wedge plate assembly. Wedge plate and torque arms fabricated from A-36 carbon steel and coated with 30 mils thermoplastic nylon. Includes stainless steel tie rods and UHMWPE pillow blocks.
(1)	New wedge scraper blade fabricated from UHMWPE.
(2)	New discharge end scraper blades fabricated from UHMWPE.
(1)	New neoprene rubber flap on reversal roller guard.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
(1) Lot	New poly wear bars (UHMWPE) for the upper and lower grid weldments.
(2)	New poly slide plates (UHMWPE) for the upper and lower belt guide angles.
(1) Lot	New rubber seals on washboxes, gravity and wedge section sludge restrainers.
(2)	New gravity section cross members fabricated from A-36 carbon steel then hot dipped galvanized.
(51)	New chicane assemblies with galvanized carbon steel chicane castings and UHMWPE chicane blades.
(1) Lot	Site labor for disassembly/assembly, including forklift rental.
(1)	Inbound freight charges. Off-loading at site by others.

Total Sell Price for one (1) Klampress Reconditioning and site services,
 F.O.B. Origin with freight allowed to jobsite.

Pricing Breakdown

Parts & Freight	\$ 172,933.00
Site Services	\$ 69,368.00
Total	<u>\$ 242,301.00</u>

Purchase Order to be made out to "Alfa Laval Inc." **with above breakdown pricing.**

Terms and Conditions:

Shipment of parts to reconditioning the Klampress can be made within 18-20 weeks after receipt of Purchase Order. Invoice(s) are due after receipt of parts on site and/or after completion of site work. **Payment terms are 100% Net 30 days. Alfa Laval's "Terms and Conditions of Sale" are enclosed and apply in their entirety.**

Customer shall be responsible for offloading of belt press parts (crates) at job site and placing crates in the work area adjacent to the machine where work will be performed. Customer shall be responsible for disposing of all crating material and all old parts and movement of any obstructions, as needed, to gain full access to the machine (i.e. elevated catwalk, odor hood, etc.).

Prior to Alfa Laval service technician's arrival at site, customer to remove belts and washdown machine to remove any process build-up in the gravity/wedge drainage sections and drain pans.

All local motor disconnect devices and/or local motor lockouts that may be required by a governing electrical code shall be provided and installed by others.

Alfa Laval will warrant, unless otherwise indicated, the new parts, of its own manufacture, for a period of (1) one year from date of delivery. Alfa Laval's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be so defective, provided that such part is, upon request, returned to Alfa Laval's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical reaction or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, modification or adjustment.

The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer.

This proposal is offered for acceptance within sixty (60) days from date of quotation. Prices are subject to review thereafter. Prices are firm, based upon receipt of Letter of Intent or Purchase Order and notice to proceed within this sixty (60) day period.

We wish to thank you for the opportunity to provide this rebuild proposal. Should you have any questions, please feel free to contact Marc Arquit @ (713) 882-1286.

Best regards,

Marc Arquit

Marc Arquit

Regional Manager – Water Separation Sales

cc: Ryan Anderson / Alfa Laval

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. **CREDIT AND PAYMENT:** Payment terms are (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be

appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety-day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing, and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicensable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent.

"Klampress Proposal – Gonzales, TX"

Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

01/03/2024

City of Gonzales WWTP
820 St. Joseph Street
San Antonio, TX. 78629
ATTN: Ryan Wilkerson

Reference: Sole Source Procurement Letter
(Parts and Service)
Ashbrook Belt Filter presses Type KP85/2.0m



Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

To Whom it may Concern,

Alfa Laval Inc. (formerly Ashbrook Simon-Hartley Operations LP) is the Original Equipment Manufacturer (O.E.M.) of the Klampress Type 85 / 2.0 Meter (belt filter press) is the sole source authorized provider for all Original Equipment Manufacturer (O.E.M.) parts and service. Only Alfa Laval Inc. certified personnel are allowed to install parts in order to preserve the equipment warranty. Anyone who is not authorized by Alfa Laval to install the parts will subject the Klampress to be out of warranty.

Alfa Laval continues to develop and bring technology to our industry. Due to the sensitive nature of Alfa Laval's technology, our equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use, therefore, others cannot legally manufacture our equipment or offer Alfa Laval O.E.M. replacement parts and service.

Constant investment in research and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allows Alfa Laval to bring the latest developments in technology to our industry and clients. This includes patented or proprietary items such as chicanes, wedge adjustments, cylinders, hydraulic systems, bearing housings, rollers, steering and tensioning systems and so on. An illustration of this commitment is our quality assurance program. All parts are made to Alfa Laval's standard level of quality under ISO9001:2015 certified procedures.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions, I can be reached at 713-882-1286.

Sincerely,

Marc Arquit
Regional Sales Manager
South – Water Separation Sales

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-10 Authorizing the Use of Independence Square including the Parking Lot, and Designated Street Closures for 2024 Jingle Mingle, Winterfest & Annual Lighted Christmas Parade December 6 & 7, 2024

DATE: February 8, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street Advisory Board is beginning preparations for their annual Jingle Mingle, Santa's Market and Lighted Christmas Parade on December 6 & December 7, 2024. They are requesting the use of Independence Square, including the parking lot on St. Joseph, St. Paul, and St. George Streets. They intend to block off sections of the square on Friday, December 6, 2024, at 12:00 p.m. to set up carnival rides and the Main Street Stage and will block off the remainder of the square and street closures surrounding the square on Saturday, December 7, 2024, at 7:00 am. They will remove all barricades at 11:00 p.m. on Saturday, December 7th. The Winterfest event will take place on Saturday, December 7th, 2024, from 10:00am to 10:30pm. They plan on having a Main Street business Jingle Mingle and live music in the Square on Friday, December 6, 2024. On Saturday December 7, 2024 they anticipate a Lion's Club Chili, Bean & Stew Cook-off, Rotary Breakfast with Santa, Pictures with Santa, Carnival Rides, Children's Activities, and Annual Lighted Parade. The Lighted Christmas Parade will begin at 7:00 p.m.

POLICY CONSIDERATIONS:

This annual event is included within the service agreement between the City of Gonzales and Gonzales Main Street Inc. Within this agreement are three approved events, one of which is the Winterfest Celebration held annually on the first weekend of December.

The approval of these events will permit the sale and consumption of alcohol including mixed beverages on public property belonging to the City as authorized by Section 8.602 of the City of Gonzales Code of Ordinances.

FISCAL IMPACT:

The total fiscal impact is unknown at this time, however Gonzales Main Street, Inc. will solicit donations for promotion of the event and to cover costs. The fiscal impact for the City would include the cost for the Parks Department staff to move and set up the stage (1 hr x \$25.00/hr x 2 employees=\$50.00), the Street Department staff to move the barricades to the square where the Main Street Advisory Board will be responsible for placing them at the correct locations for the closures (1 hr x \$25.00/hr. x 2 employees=\$50.00), the cost for the Electric Department to check the electricity to ensure that the vendors have electricity for their vendor booths (1hr at \$35.00/hr.= \$35.00), and the cost of the Police Department to assist with street closures and event

safety during the parade (1 hr x \$50.00/hr. x 6 employees=\$300.00). The approximate in-kind costs to the city would be \$435.00 total.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET USE OF INDEPENDENCE SQUARE INCLUDING THE PARKING LOT AND DESIGNATED STREET CLOSURES FOR 2024 JINGLE MINGLE, WINTERFEST & ANNUAL LIGHTED CHRISTMAS PARADE ON DECEMBER 6 & 7, 2024; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gonzales Main Street uses Independence Square including the parking lot on St. Joseph, St. Paul and St. George Streets for the Gonzales Main Street's Annual Lighted Christmas Parade; and

WHEREAS, the event will be held from 10:00 a.m. on Saturday, December 7, 2024 until 11:00 p.m. and will have an approximate attendance of 1,500 people; and

WHEREAS, the parade will begin at 7:00 p.m. and will take the same route as previous years; and

WHEREAS, a variance was approved for the sale and consumption of alcohol to include mixed beverages at the event; and

WHEREAS, the fiscal impact for the City would include the cost for the Parks Department staff to move and set up the stage (1 hr x \$25.00/hr x 2 employees=\$50.00), the Street Department staff to move the barricades to the square where the Main Street Advisory Board will be responsible for placing them at the correct locations for the closures (1 hr x \$25.00/hr. x 2 employees=\$50.00), the cost for the Electric Department to check the electricity to ensure that the vendors have electricity for their vendor booths (1hr at \$35.00/hr.= \$35.00), and the cost of the Police Department to assist with street closures and event safety during the parade (1 hr x \$50.00/hr. x 6 employees=\$300.00), with an approximate in-kind cost to the city being \$435.00 total; and

WHEREAS, the addition of a Jingle Mingle at the Downtown Businesses on Friday night will draw people to the town and infuse our local shops & restaurants with sales; 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 use of Independence Square including the Parking Lot, and Designated Street Closures for 2024 Jingle Mingle, Winterfest & Annual Lighted Christmas Parade December 6 & 7, 2024 as stated herein and set forth in the submitted Event form and parade map 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 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET

 COME AND TAKE IT	THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY PROPERTY	 COME AND TAKE IT
EVENT NAME	Winterfest 2024	
HOST ORGANIZATION	Gonzales Main Street	
CONTACT NAME	Tiffany Hutchinson-Padilla, Main Street Director	
CONTACT CELL PHONE	(830) 203-1705	
EVENT DATE	Saturday, December 7, 2024	
EVENT START TIME 10:00 am	EVENT END TIME 11:00 PM	
EVENT LOCATION		
HOLIDAY CELEBRATED	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	HOLIDAY: Christmas
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: January 8, 2024
<u>POLICE/FIRE/EMS DEPARTMENT</u>		
ATTENDANCE ESTIMATE		
MUSIC	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	LIVE X <input type="checkbox"/> DJ X <input type="checkbox"/>
FOOD	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
ALCOHOL	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	RESPONSIBLE PARTY _____
MOTORIZED VEHICLES	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	PARADE _____ SHOW _____
PUBLIC OR PRIVATE EVENT	Public event	
SECURITY	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	# OFFICERS NEEDED (Call 672-8686 for costs)
<u>ELECTRIC DEPARTMENT</u>		
ADDITIONAL LIGHTING	Y <input type="checkbox"/> X <input checked="" type="checkbox"/> N <input type="checkbox"/>	
NUMBER OF OUTLETS NEEDED	Request that all electrical outlets on Independence Square be in working order	
AMPS/WATTS NEEDED		
TENT Y <input type="checkbox"/> X <input checked="" type="checkbox"/> N <input type="checkbox"/>	SET UP DAY/TIME	_____
TENT SIZE: _____	TAKE DOWN DAY/TIME	_____
<u>STREETS DEPARTMENT</u>		
STREETS AFFECTED	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	St George from St Paul to St Joseph, St Paul
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	from St George to St Lawrence & Parade Route
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	Independence Square parking lot.
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
SET UP TIME	Set up beginning Friday, December 6 at 12:00 noon for Carnival Rides in Independence Square	
TAKE DOWN TIME	Stage area set up 1-2 days prior to event and removal Monday following event Parking to be closed at 7:00am. Roads closed at 2:00pm. Roads open at 11:00pm	
<u>COMMUNITY SERVICES DEPARTMENT</u> (Contingent upon availability)		
NUMBER OF CHAIRS @ \$0.50 each	_____	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	_____	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	_____	(max 50)
NUMBER OF TRASH CANS	_____	(max 25)
SET UP TIME	_____	
TAKE DOWN TIME	_____	
<u>FOR INFORMATION CONTACT</u>		
(830) 672-2815- City Hall	Kristina Vega, CITY SECRETARY citysecretary@cityofgonzales.org	
(830) 672-2813- Fax		

Insurance

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

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

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

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

The following types and amount of insurance are required:

<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.

Tiffany Hutchinson-Padilla

AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: February 8, 2024

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-11 Approving a Performance Agreement by and between the Gonzales Economic Development Corporation, a Type B Economic Development Corporation, and a non-profit corporation, and Gonzales Noon Lions Club concerning upgrades to East Avenue Lions Park, generally located at 1402 St. Lawrence St, Gonzales, Texas

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Gonzales Noon Lions Club submitted a letter of intent December 5, 2023, for a project in the Lions Park Playground area and submitted a completed application for Incentives December 18, 2023. The scope of work is to renovate the Lions Park playground area to establish an ADA compliant inclusive playground that can be utilized by all members of the community.

For the last 25 years, the existing Lions Club playground has been used by the community of Gonzales and the surrounding area, including but not limited to Belmont, Cost, Harwood, Nixon, Waelder, Smiley, Shiner, Luling, and Yoakum. The playground has become outdated and should serve children of all levels of need. Currently, there are no sidewalks, ramps, or special ground coverings in the existing playscape. The proposed new design includes a sidewalk from the splashpad to the inclusive playground with a ramp that enters the rubber surfaced area.

The total projected budget for this project is \$275,000.00. The Gonzales Noon Lions Foundation started a capital campaign October 15, 2023, and reports “great support from community members. The goal is to have the playground installed by June 1, 2024”. The Gonzales Noon Lions Club is requesting \$100,000 for this project from the GEDC.

At its January 22, 2024 meeting, the GEDC Board of Directors unanimously voted to approve the Incentives Application for improvements to East Avenue Lions Park in the amount of \$100,000.

POLICY CONSIDERATIONS:

Sec. 505.152. PROJECTS RELATED TO RECREATIONAL OR COMMUNITY FACILITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section.

FISCAL IMPACT:

The GEDC has budgeted \$250,000.00 in 7-700.717 Quality of Life line-item for the 2023-24 FY.

ATTACHMENTS:

Performance Agreement

STAFF RECOMMENDATIONS:

The application for incentives has been approved by the GEDC board; staff respectfully recommends approval of this resolution.

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION, AND A NON-PROFIT CORPORATION, AND GONZALES NOON LIONS CLUB CONCERNING UPGRADES TO EAST AVENUE LIONS PARK, GENERALLY LOCATED AT 1402 ST LAWRENCE ST, GONZALES, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

WHEREAS, GEDC has approved a project with the Gonzales Noon Lions Club, and the Performance Agreement, a copy of which is attached hereto as ***Exhibit A***; concerning improvements to East Avenue Lions Park, generally located at 1402 St Lawrence St, Gonzales, Texas, and

WHEREAS, the City Council of the City of Gonzales, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as ***Exhibit A***, meets the definition of “project,” as that term is defined by Section 505.152 of the Texas Local Government Code, and authorizes the project.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Gonzales, Texas, and are fully incorporated into the body of this Resolution.

Section 2. The City Council of the City of Gonzales, Texas, finds and determines that the project and Performance Agreement attached hereto as ***Exhibit A***, is otherwise consistent with Section 505.152 of the Texas Local Government Code.

Section 3. That the City Council of the City of Gonzales, Texas, authorizes the project and Performance Agreement attached hereto as ***Exhibit A***, and authorizes the Mayor to execute this Resolution and the Performance Agreement.

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

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

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

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

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

PASSED AND APPROVED this 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Performance Agreement]

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **GONZALES NOON LIONS CLUB FOUNDATION**, a Texas non-profit (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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

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

WHEREAS, Developer has applied to GEDC for financial assistance for park improvements to the East Avenue Lions Park which is generally located at 1402 Saint Lawrence Street, City of Gonzales, Texas (hereinafter referred to as the “Property”); and

WHEREAS, GEDC approved the financial assistance to the Developer at its January 22, 2024, Board of Directors’ meeting which would provide Developer the necessary financial assistance for the Developer to construct the park improvements located generally located at 1402 Saint Lawrence St, in the City of Gonzales, Texas; and

WHEREAS, the GEDC’s Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Section 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 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 Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means the Gonzales Noon Lions Club Foundation, a Texas non-profit corporation, its successors and assigns, whose address for the purposes of this Agreement is PO Box 1881 Gonzales, TX 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (g) **Property.** The word “Property” means the East Avenue Lions Park generally located at 1402 Saint Lawrence St, Gonzales, Gonzales County, Texas.
- (h) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and improvements made to the Property by removing the existing playground structures and replacing it with one large playground which provides an inclusive environment and equipment for children of all abilities, and includes sidewalk improvements, installation of a ramp, and poured-in-place rubber improvements, and as

generally depicted in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein for all purposes, and which meet the definition of “project” as that term is defined in Section 505.152 of the Act and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.

- (i) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Reimbursement.** Developer covenants and agrees to submit to the GEDC paid invoices, paid receipts, or other documentation of the Qualified Expenditures in a form acceptable to the GEDC prior to any reimbursement. Developer covenants and agrees to provide to the GEDC said invoices, receipts, or other documentation by **September 30, 2024**.
- (b) **Operate East Avenue Lions Park.** Developer agrees to keep open to the general public during normal operating hours during the Term of this Agreement the East Avenue Lions Park.
- (c) **Performance Conditions.** Developer agrees to make, execute and deliver to GEDC such other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence this Agreement.
- (d) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and GEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** GEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other documentation submitted by the Developer to GEDC within thirty (30) days of receipt of said documentation.
- (b) **Performance.** GEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and

between the Developer and GEDC.

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

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

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the GEDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to the GEDC.

SECTION 9. INDEMNIFICATION.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by email, facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

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

if to Developer: Gonzales Noon Lions Club Foundation
P.O. Box 1881
Gonzales, Texas 78629
Attn: _____
Telephone: _____

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the GEDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

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

GEDC:

GONZALES ECONOMIC DEVELOPMENT CORPORATION,

a Texas non-profit corporation

By: _____

Ryan Lee, President

Date Signed: _____

ATTEST:

Dr. Elmer Avellaneda, Secretary-Treasurer

DEVELOPER:

GONZALES NOON LIONS CLUB FOUNDATION,

a Texas non-profit corporation,

By: _____

Name: _____

Title: _____

Date Signed: _____

Exhibit A

[Qualified Expenditures]

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-12 Authorizing the Use of several City properties for Texas Independence Week

DATE: February 8, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

City staff is assisting with co-organizing the events for Texas Independence Week. Details for each event are still being coordinated. However, staff is seeking permission to utilize City property on the dates and locations listing below:

- February 25th – **Market Square** - Horseback rider with Letter from Colonel Travis
- February 27th – **Gonzales Memorial Museum** – Wreath laying ceremony, Young Texians perform
- March 2nd – **Texas Hero Square** – Toast to Texas at 12:00 whistle
- March 6th – **Gonzales Memorial Museum** – Horseback rider arrives, roses laid, Young Texians perform
- March 10th – **Independence Square** – Runaway Scrape Candlelight Vigil
-

POLICY CONSIDERATIONS:

The approval of these events by City Council is consistent with current City policy and procedures.

FISCAL IMPACT:

It is unknown at this time if these events will provide any fiscal impact to the City.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE USE OF SEVERAL CITY PROPERTIES FOR TEXAS INDEPENDENCE WEEK; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City staff is assisting with co-organizing events for Texas Independence Week; and

WHEREAS, events will be held on February 25th – **Market Square** - Horseback rider with Letter from Colonel Travis; February 27th – **Gonzales Memorial Museum** – Wreath laying ceremony, Young Texians perform; March 2nd – **Texas Hero Square** – Toast to Texas at 12:00 whistle; March 6th – **Gonzales Memorial Museum** – Horseback rider arrives, roses laid, Young Texians perform; March 10th – **Independence Square** – Runaway Scrape Candlelight Vigil; and; and

WHEREAS, specific times of each event will be determined at a later date; and

WHEREAS, permission by City Council for the use of City property is consistent with current City policy and procedures; 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 authorized the use of several City properties for Texas Independence Week.

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 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-13 Rescheduling the May 9, 2024, Regular City Council Meeting to another date

DATE: February 8, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City Council's regular meetings are scheduled for the second Thursday of each month. However, there is a potential scheduling conflict on May 9, 2024. Therefore, there is request to change the May regular meeting date from May 9th to another date that Council is available.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS RESCHEDULING THE MAY 9, 2024, REGULAR CITY COUNCIL MEETING TO ANOTHER DATE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council would like to reschedule the May 9, 2024, City Council meeting to another date that Council is available.

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

Section 1. The City Council of the City of Gonzales, Texas hereby reschedules the May 9, 2024, Regular City Council Meeting to May ___, 2024.

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

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

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

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

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

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

PASSED AND APPROVED this 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-14 Authorizing the City Manager to Enter into a Five (5) Year Engineering System Study with Lower Colorado River Authority (LCRA)

DATE: February 8, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

LCRA has provided a proposal for an Electric Distribution Study per the attached Scope (Engineering Services Agreement). They will provide a Visual Inspection per the attached Scope (Statement of Work, Electrical System Visual Inspection (ESVI)). Perform a "telephone/cable pole attachment" count, (included in the Total Cost) @ \$1.00 per pole (\$3,811) #poles is estimated at 3,811 poles. The Contract amount will be adjusted if the pole count is less than or more than 5%.

The purpose of this study is to identify large electric system improvements required over the five-year study period. The monthly amount added to the City's power bill will be \$3,024.14, with the first billing beginning on April 1, 2024, and last payment being March 1, 2029 (60 payments).

POLICY CONSIDERATIONS:

Perform an Electric Distribution Study of the City of Gonzales Electric Distribution System per the attached scope of services. The total contract amount of \$181,500.00 will be divided out over 60 months and will be added to the City's monthly power billing. The first billing will appear on the April 1, 2024 power bill. The 60th payment will appear on the March 1, 2029 power bill.

FISCAL IMPACT:

The monthly amount added to the City's power bills will be \$3,024.14 and will begin April 1, 2024 through March 1, 2029.

ATTACHMENTS:

LCRA Customer Services Contract

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR ENGINEERING SYSTEM STUDY AGREEMENT WITH LCRA AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales has not had an Electric Distribution System Study completed since 2013; and

WHEREAS, this study provides a comprehensive analysis of the City's electric distribution system needs and assesses its performance at current and forecasted load levels; and

WHEREAS, in an effort to provide the City of Gonzales with seamless service and to address the City's current and future distribution planning needs, and to lock in LCRA work schedules, LCRA has presented the City with a new contract to provide a 5 Year Engineering System Study for service and planning functions provided to the City; and

WHEREAS, the project schedule will completed from April 1, 2024 to March 1, 2029; and,

WHEREAS, the total contract amount of \$181,500.00 will be divided out over 60 months and will be added to the City's monthly power billing in the amount of \$3,024.14; and

WHEREAS, the first billing will appear on the April 1, 2024 power bill, with the final payment being On March 1, 2029; and

WHEREAS, the City Council hereby finds that authorizing the City Manager to enter into a Five-year Engineering System Study with ESVI and Pole Count is in the best interest of the health, safety and welfare of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to enter into a Five-year Engineering System Study with ESVI and Pole Count with LCRA as set forth in the attached Exhibit A .

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

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

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

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

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

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

PASSED AND APPROVED this 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

REASONS CITIES SHOULD HAVE A 5-YEAR SYSTEM STUDY PLAN COMPLETED:

- 1) Ensure electric system continues to meet the forecasted electric load requirements of its end users. How do you know how many more businesses or load can you add to a certain area of town without causing an overload or undesirable performance to the system?
- 2) System operational knowledge retention. You should have a document that any experienced lineman can review and quickly know how to operate your system. Don't rely on existing staff to remember or pass on the institutional knowledge.
- 3) Arc Hazard Analysis -- we offer this service for those who have a current System Study Contract. This is an OSHA requirement. Have you had this done?
 - a) NESC 2012 - 410. A.3 - The employer shall ensure that an assessment is performed to determine potential exposure to an electric arc for employees who work on or near energized lines, parts, or equipment.
 - b) Relevant standards include: OSHA 29 Code of Federal Regulations Part 1910, Subpart S; NFPA 70-2005, National Electrical Code; NFPA 70E-2004, Standard for Electrical Safety Requirements for Employee Workplaces; 2007 NESC 410A3; IEEE Standard 1584, Guide for Performing Arc Flash Hazard Calculations
- 4) Available Fault Current (NEC 110.24) —we offer this service for those who have a current System Study Contract.
 - a) 110.24 states, "Service equipment in other than dwelling units shall be legibly marked in the field with the maximum available fault current. The field marking(s) shall include the date the fault current calculation was performed and be of sufficient durability to withstand the environment involved."
 - b) Independent Electrical Contractors article regarding Available Fault Current (click [here](#)).
- 5) Identify system switching options under emergency or planned outages (contingency conditions). If a car hits a pole, and causes an outage, what switches can you open/close to pick up load to as many customers as possible without overloading the system?
- 6) Supports compliance with ERCOT Protocols on load power factor (Sect. 3.15.2). You added capacitors and improved your power factor, but did you add them at the correct spots?
- 7) Identify future investment requirements needed for effective utility financial planning. It's better to have a long-term plan so you can effectively manage the budget.
- 8) Identify opportunities for improving coordination of protective devices minimizing unnecessary outages.
- 9) Identify cost savings opportunities resulting from reduction of electric system losses.
- 10) Supports compliance with PUCT Rule 25.95 Electric Utility Infrastructure Storm Hardening where a plan must be updated at least once every five years by the utility.
- 11) Supports compliance with ERCOT Nodal Operating Guides on under-frequency load shedding (Sect. 2.6).

- 12) Supports compliance with NERC Reliability Standard FAC-002.
- 13) Create opportunities for optimizing design of distribution system network.
- 14) Identify high risk areas where equipment has become obsolete or deteriorated to the point where it has a high probability of outages.
- 15) Provides updated system data in the forms of GIS-based maps.
- 16) Support the justification for system improvements to keep up with technology and present-day requirements.
- 17) LCRA shall conduct an annual review of the load power factor and, where required, provide interim recommendations for meeting the ERCOT load power factor requirement. This power factor review shall be conducted by LCRA once per year during the annual load forecast data collection period.

PROJECT PROPOSAL					
<p style="text-align: center;">LCRA Transmission Strategic Services CUSTOMER SERVICES CONTRACT</p> <p style="text-align: center; font-size: small;"><i>Form CSC revised 06/22/2020</i></p>	<p>CUSTOMER:</p> <p style="text-align: center;">City of Gonzales P.O. Box 547 Gonzales, Texas 78629 Attn: Tim Crow</p>				
<table style="width: 100%;"> <tr> <td style="width: 70%;">PROJECT: 5 Year Engineering System Study with ESVI and Pole Count</td> <td style="width: 30%; text-align: right;">DATE SUBMITTED January 30, 2024</td> </tr> </table>		PROJECT: 5 Year Engineering System Study with ESVI and Pole Count	DATE SUBMITTED January 30, 2024		
PROJECT: 5 Year Engineering System Study with ESVI and Pole Count	DATE SUBMITTED January 30, 2024				
<p>SCOPE OF SERVICES:</p> <ol style="list-style-type: none"> 1. Provide an Electric Distribution Study per the attached Scope (Engineering Services Agreement). 2. Provide a Visual Inspection per the attached Scope (Statement of Work, Electrical System Visual Inspection (ESVI)). 3. Perform a "telephone/cable pole attachment" count, (included in the Total Cost) @ \$1.00 per pole (\$3,811) #poles is estimated at 3,811 poles. The Contract amount will be adjusted if the pole count is less than or more than 5%. <p>Details attached. Scope Additional Information.</p>					
<p>PROJECT SCHEDULE:</p> <table style="width: 100%;"> <tr> <td style="width: 15%;">Start:</td> <td>Work to be done between the time frame April 1, 2024 to March 1, 2029. Schedule to be determined.</td> </tr> <tr> <td>Complete:</td> <td>Work to be done between the time frame April 1, 2024 to March 1, 2029. Schedule to be determined.</td> </tr> </table>	Start:	Work to be done between the time frame April 1, 2024 to March 1, 2029. Schedule to be determined.	Complete:	Work to be done between the time frame April 1, 2024 to March 1, 2029. Schedule to be determined.	<p>LCRA CONTACT</p> <p>Bill Jerram bill.jerram@LCRA.org 512-940-6713</p> <p style="text-align: center;">Lower Colorado River Authority 3700 Lake Austin Blvd. Austin, TX 78767-0220 Attn: Transmission Customer Relations</p>
Start:	Work to be done between the time frame April 1, 2024 to March 1, 2029. Schedule to be determined.				
Complete:	Work to be done between the time frame April 1, 2024 to March 1, 2029. Schedule to be determined.				
<p>CONTRACT TYPE</p> <p>Contract Type: Independent Contract</p> <p>Reference Contract: 5 Year Engineering System Study</p> <p style="font-size: x-small;"><i>(Please note that if this is an independent contract, terms and conditions should be attached.)</i></p>	<p>PRICE : \$3,024.14 per month for 60 months</p> <p>Project Total: \$181,500.00</p> <p>Compensation Form: Power Billing</p>				
<p><i>Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract.</i></p> <p>Parties:</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>City of Gonzales</p> <p>By: _____</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Lower Colorado River Authority</p> <p>By: _____</p> <p>Printed Name Kristian Koellner</p> <p>Title: VP, Transmission Asset Optimization</p> </td> </tr> </table>		<p>City of Gonzales</p> <p>By: _____</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Lower Colorado River Authority</p> <p>By: _____</p> <p>Printed Name Kristian Koellner</p> <p>Title: VP, Transmission Asset Optimization</p>		
<p>City of Gonzales</p> <p>By: _____</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Lower Colorado River Authority</p> <p>By: _____</p> <p>Printed Name Kristian Koellner</p> <p>Title: VP, Transmission Asset Optimization</p>				
<p>OFFICE USE ONLY</p> <p>Job Description: <u>5 Year Engineering System Study with ESVI and Pole Count</u></p> <p>Project ID: _____</p> <p>Work Order: _____</p> <p>Contract Owner: Bill Jerram Contract Coordinator: Catherine Hempfling</p>					

ENGINEERING SERVICES AGREEMENT

I. Technical Requirements

LCRA shall provide the following engineering services to Customer:

- a. Verify and/or gather field information needed to construct a computer model of the primary electric system including:
 - i. Location of substation(s) that supply the Customer's distribution system.
 - ii. Location of distribution poles.
 - iii. Location of primary overhead and underground distribution conductors including the following:
 1. Conductor construction design type
 2. Conductor type per phase, including neutral
 3. Conductor phasing
 4. Conductor span measured from each section (pole to pole)
 - iv. Location of air break switches (including type and current rating), disconnect switches (including type and current rating), line breakers / reclosers / sectionalizers (including type, current rating and controller information), and line regulators (including current and kVA rating).
 - v. Location of capacitor banks to include size (kVAR rating), phasing, status (open / closed), and capacitor bank controller type if installed.
 - vi. Location of fuse cut-outs (including rating); status of fuse cut-out (open or closed); and size and type of fuse if identifiable from the ground or data is available from customer.
 - vii. Location of distribution transformers, transformer phasing and transformer kVA rating.
- b. Produce or update the computer models for the Customer's distribution system.
- c. Evaluate the adequacy of existing system to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Identify overloaded line sections
 - ii. Identify excessive system losses
 - iii. Identify excessive voltage drops
- d. Conduct a study of distribution system improvement needs to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Optimize the performance of the system by balancing the load among power transformers, feeders and phases (where phase current data is available)
 - ii. Evaluate need for reconductoring existing circuits
 - iii. Evaluate need for constructing new distribution circuits
 - iv. Evaluate substation capacity requirements
 - v. Examine location and status of all air break or disconnect switches
 - vi. Evaluate system capacitor banks needs for reduction of system losses and correcting system power factor, including leading power factor conditions.

ENGINEERING SERVICES AGREEMENT

- vii. Provide up to ten (10) additional fault rating values per year from the distribution system as per Customer request.
- e. Conduct Contingency Analysis in terms of a planned or unplanned outage of a distribution feeder, breaker, or power transformer (where applicable), and by applying the distribution system planning criteria, determine and recommend system improvement projects necessary to improve system reliability.
- f. Conduct Arc Flash Analysis:
 - i. The results of this analysis will assist the Customer in determining its arc flash requirements at selected locations
 - ii. Perform arc flash analysis at the locations selected by the Customer.
 - iii. No more than ten (10) locations may be selected.
 - iv. The arc flash analysis results shall include:
 - 1. Clearance distances
 - 2. Fault current
 - 3. Energy
 - 4. Hazard level and the corresponding voltages to which the qualified person will be exposed.
 - v. Arc flash labeling is the responsibility of the Customer, as specified in NESC 2012-410 A3 but labeling may be provided by LCRA at an added cost.
- g. Perform the following distribution system protection analysis:
 - i. Verify that the maximum interrupting rating for all distribution feeder breakers and downstream reclosers are adequately rated to withstand the maximum available fault current using the latest ERCOT short circuit case.
 - ii. Verify that the continuous rating of all feeder breakers are adequately rated so that the feeder breakers' continuous rating will not be exceeded for any non-fault conditions including contingency analysis.
 - iii. For all distribution feeder breaker relays and downstream reclosers perform the following analysis:
 - Verify that the phase and ground overcurrent pickup settings will not be exceeded for any non-fault conditions including contingency analysis and are also set sensitively enough to detect faults at the end of the feeder.
 - Verify coordination with upstream (transformer protection) and downstream devices (reclosers, largest / nearest fuse(s), etc.).
 - Determine if the existing settings have performed in a manner that the Customer expects (fuse saving vs. a fuse sacrificing scheme, any misoperations, etc.).
 - iv. Evaluate the need for any new downstream reclosers, and if a recloser is warranted provide basic coordination settings and verify coordination with upstream and downstream devices.
 - v. Document substation outages over the last 5 year period.

ENGINEERING SERVICES AGREEMENT

- h. Based upon the findings of items b through f above, develop a list of Recommend Capital Improvement Projects and budgetary project cost estimates.
- i. Update Maps and Electric System Model as information is provided by field crews and the Customer during the study.

Information to be provided by the Customer includes but is not limited to the following:

- a. Any Customer-specific distribution system planning criteria
- b. Ten-year load forecast
- c. Load profile results per feeder via relays or load loggers, if available
- d. Mapping data that has changed since data collection
- e. Rate class kWh sales data, if available
- f. Capacitor bank(s) status during peak electrical loading and load profile, if available
- g. Capacitor bank controller settings
- h. Arc flash analysis supporting data
 - a. Distribution transformer nameplate and fuse size/type
- i. Protective device nameplate information for distribution feeder breaker and downstream reclosers
- j. Existing relay and controller details:
 - a. Distribution feeder breaker relay settings, manufacturer, and part number
 - b. Downstream recloser controller settings and controller type
 - c. Event files (if available)
- k. For the largest fuse downstream of each distribution feeder breaker and the largest fuse downstream of each downstream recloser:
 - a. Location of fuse (intersecting streets)
 - b. Fuse type
 - c. Fuse size
- l. If available, provide any history of outages caused by feeder breaker trips, recloser trips, or lateral tap fuses operating.

II. **Deliverable**

This agreement provides for one primary Deliverable by LCRA, which shall be provided to Customer as a bound printed copy and an electronic copy (.pdf file) sent via email.

- a. An Electric Distribution System Study ("Plan"). The Plan shall include tables, charts, maps, and explanatory text. At a minimum, the following items shall be included with the Plan:
 - i. Existing Circuit Diagram - color coded by circuit
 - ii. Existing Conductor Diagram - color coded by primary conductor
 - iii. Five Year Work Plan Diagram - all improvement projects color-coded by recommended year
 - iv. Existing and Proposed Fusing Diagram
 - v. Fault Duty Maps: three-phase and phase to ground with associated table

ENGINEERING SERVICES AGREEMENT

- vi. Relay / fuse / recloser coordination curves and summary of proposed changes where applicable
- b. In addition to the Plan described in item a. above, LCRA shall conduct an annual review of the load power factor and, where required, provide interim recommendations for meeting the ERCOT load power factor requirement. This power factor review shall be conducted by LCRA once per year during the annual load forecast data collection period.
- c. This agreement does not include engineering advice on technical problems that may arise during operation, construction, or addition of new electric loads. For this engineering support or support on inspection, maintenance, and construction methods and/or procedures, LCRA and Customer may enter into a separate agreement.
- d. This agreement does not include project implementation costs.
- e. This agreement does not include NERC or ERCOT compliance related matters, such as retention of objective evidence.

LCRA specifically acknowledges and agrees that the Customer requires the Deliverable information described herein to meet five (5) year demand levels and that the provision of the Deliverable to the Customer is time-sensitive. Accordingly, LCRA agrees that the Deliverable shall be provided to the Customer no later than sixty (60) months after execution of this Agreement.

III. **Confidential Work Product**

Software, data, computer models, maps, graphical products and other products used to produce the Deliverable under this Agreement have been developed by LCRA at considerable expense, and shall be considered competitive, proprietary information belonging to LCRA. Customer has the right to request certain data from LCRA and LCRA has the obligation to provide certain data (or equivalent); however, at LCRA's discretion, certain data, if related to LCRA's products or materials which were used to produce the Deliverables, will be kept as proprietary information belonging to LCRA and not distributed to any Customer. The Deliverable, and all related information described herein, to be provided to the Customer pursuant to the terms of this Agreement, shall be the property of the Customer and the Customer, in its sole discretion, may use, copy or distribute the Deliverable.

CUSTOMER SERVICES CONTRACT

1. Agreement. This Customer Services Contract, including these terms and conditions, the Project Proposal, and any other documents attached hereto (collectively, the "Contract"), contains the entire agreement and understanding between LCRA and Customer with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and written agreements and understandings regarding the defined scope of services. Additional terms and conditions on Customer's forms (including those accompanying any purchase order, invoice or payment) are a material alteration of this Contract and are rejected and null and void unless expressly agreed to by LCRA in writing. In the case of any conflicts between the terms of this Contract and the terms of any applicable Customer form, the terms of this Contract will control.
2. Services. LCRA will perform services for the Customer as detailed in the Scope of Services section of the Project Proposal ("Services"). Customer will review and respond as appropriate to all reports, studies, recommendations, requests and other submissions of LCRA so as not to delay the performance of the Services.
3. Notices. Correspondence, notices and invoices will be in writing and mailed or delivered to the other party as identified in the Customer and LCRA Contact sections of the Project Proposal, or at such other address as a party may from time to time designate in writing. All notices, correspondence or invoices will be effective upon receipt.
4. Changes Orders. Changes in the scope of the Services may only be made by written agreement of the Customer and LCRA. Verbal changes will not be given or accepted, except in cases of emergencies which pose a risk of personal injury or property damage, and such changes will be followed up with a written confirmation as soon as practicable.
5. Term; Termination. This Contract will commence on the date of the last signature by the parties ("Effective Date") and will govern LCRA's performance of the Services. Either party may terminate this Contract for its convenience at any time by providing written notice to the other party. In the event of such termination, Customer will pay LCRA for all Services performed up to the date of termination, plus (in the case of termination by Customer) any cancellation charges or other termination expenses as may be reasonably identified by LCRA.
6. Costs; Invoicing. As compensation for the Services, Customer will pay LCRA in accordance with one of the following, as identified in the Price section of the Project Proposal:
 - (a) All (i) direct costs incurred by LCRA in performing the Services, including, (1) costs for materials and supplies, (2) labor costs, including salary and benefits, paid to LCRA employees, (3) travel, meal and lodging expenses reimbursed or paid on behalf of LCRA employees within established LCRA expense guidelines, and (4) any third party costs, plus (ii) indirect costs that LCRA normally applies to Services of this nature, including general and administrative costs and other internal expenses and contributions; or
 - (b) A fixed price. Any changes to the scope of the Services may require an increase in the fixed price. Such change to the scope and the correlating fixed price will be agreed to in writing by the parties.
- LCRA may invoice Customer for progress payments for the Services completed to date during the term of this Contract. All payments by Customer under this Contract will be due and payable within 30 days after receipt of invoice. If payment is not timely made, interest will accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.
7. Warranty; Disclaimer.
 - (a) During the term of this Contract, and for a period of 30 days after completion of the Services, LCRA will correct or re-perform any Services not conforming to the requirements of this Contract. Upon completion of the Services, LCRA will assign to Customer all contractor, manufacturer and supplier warranties related to the Services, to the extent LCRA has the right to do so. After such assignment, LCRA will have no continuing obligations to Customer with respect to the good or service to which the warranty applies, and Customer will look solely to the applicable contractor, manufacturer or supplier for relief regarding any claims or remedies, whether based on a warranty or otherwise.
 - (b) Any law, code or standard referenced in this Contract will refer to the version of such law, code or standard in effect as of the Effective Date.
 - (c) **THE WARRANTIES CONTAINED IN THIS SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE, AND LCRA'S OBLIGATION UNDER SECTION 7(A) IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR LIABILITY OF LCRA ARISING UNDER THIS CONTRACT.**
8. Environmental Conditions. Prior to LCRA starting any Services on-site, Customer will provide documentation that identifies the presence and condition of any hazardous materials or environmental conditions existing in or about Customer's equipment or the site that LCRA may encounter while performing the Services, and will keep LCRA informed of changes in any such conditions. If LCRA encounters hazardous materials in Customer's equipment or on-site, LCRA is not obligated to perform any Services affected by the hazardous conditions. Customer will indemnify and hold LCRA, its affiliates and their respective directors and employees, harmless for any and all claims, damages, losses, and expenses arising out of or relating to any hazardous materials which are or were (i) present in or about Customer's equipment or the site prior to the commencement of LCRA's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on-site by parties other than LCRA.
9. Schedule. Unless otherwise expressly stated in the Contract documents, time is *not* of the essence and LCRA will not be liable to Customer for any damages arising out of LCRA's delay in providing the Services, including any failure to meet schedules contained in this Contract.
10. Force Majeure. Neither party will be responsible or liable for any delay or failure in its performance under this Contract to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or

CUSTOMER SERVICES CONTRACT

events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; labor disruption at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak.

11. **LIMITATION OF LIABILITY.** **THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS CONTRACT AND THE SERVICES WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS CONTRACT, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT WILL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS CONTRACT, AND CUSTOMER'S SOLE RECOURSE UNDER THIS CONTRACT WILL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS CONTRACT WILL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.**

12. **Amendment.** This Contract may only be amended or modified through written agreement of the parties signed by an authorized representative of LCRA and by an authorized representative of the Customer.

13. **Assignment.** This Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party may assign this Contract, in whole or part, without the prior written consent of the other party.

14. **Non-Waiver.** No failure or delay on the part of a party to exercise any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy.

15. **Partial Invalidity.** If any section or part of this Contract is declared invalid by any court of competent jurisdiction, the court's decree will not affect the remainder of this Contract, and the remainder of this Contract will remain in full force and effect with the deletion of the part declared invalid.

16. **Choice of Law; Venue; Waiver of Jury Trial.** This Contract will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. Each party irrevocably consents and agrees that any legal action or proceeding arising out of this Contract will be brought exclusively in a court of competent jurisdiction in Travis County, Texas. LCRA AND CUSTOMER IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

17. **Ownership.** Intellectual property and rights to intellectual property owned by any party on the Effective Date will remain the property of that party. All deliverables, including plans, drawings, designs, specifications, computer programs or applications photographs, studies, data, schedules, test readings, technical reports, and calculations developed or utilized by LCRA or its subcontractors which are developed and specified to be delivered under this Contract and which are paid for by Customer are the property of Customer, but subject to LCRA's intellectual property rights. Customer recognizes that no deliverables will be suitable for reuse at any Customer facility or in connection with any project other than that for which the deliverable was prepared. LCRA DISCLAIMS LIABILITY FOR ANY REUSE OF THE DELIVERABLES ON ANY OTHER FACILITY OR PROJECT THAT IS DONE WITHOUT THE EXPLICIT, WRITTEN APPROVAL OF LCRA.

18. **Confidentiality.** "Confidential Information" means information marked or otherwise designated as "confidential" by a party. Confidential Information may only be used by the parties for purposes related to the performance of this Contract, and each party agrees not to disclose Confidential Information of the other party to any other person (other than its affiliates, and the party's and affiliate's respective employees and directors, or to contractors who agree to be bound by the provisions of this Section), provided that either party may disclose Confidential Information if and to the extent such disclosure is required by law (including the Texas Public Information Act). In the event a party is requested under law to disclose Confidential Information, such party will to the extent possible notify the other party within three business days of such request.

19. **Municipally Owned Utilities.** If Customer is a municipally owned utility, the following additional terms will apply:

- (a) This Contract is entered into under the authority of Chapter 791 of the Texas Government Code;
- (b) Customer pledges the revenues of its electric utility system to pay its obligations under this Contract. In addition, the amounts payable by Customer to LCRA under this Contract are operation and maintenance expenses as contemplated by Section 1502.056 of the Texas Government Code and, as a result, are a first lien against the revenues of Customer to secure the Customer's payment obligations to LCRA hereunder. Customer agrees that it will not request Services for which funds have not been appropriated and are not available.
- (c) Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate LCRA for the Services, and (3) will be made from current revenues available to Customer.

20. **Survival.** Termination or expiration of this Contract will not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Contract. Without limiting the generality of the foregoing, the following sections will survive the termination or expiration of this Contract: Costs; Invoicing; Warranty; Disclaimer; Environmental Conditions; Schedule; Limitation of Liability; Choice of Law; Venue; Waiver of Jury Trial; Ownership; Confidentiality, and Municipally Owned Utilities.

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: February 8, 2024

AGENDA ITEM

Conduct a Public Hearing to Discuss, Consider & Possible Action on Resolution #2024-15 Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents (Updated Uniforms, Dress Code and Equipment Policy) to the Public Safety Office, through the Office of the Governor, for up to \$28,000 in Rifle Resistant Body Armor grant funds, for the purchase of forty-two (42) Rifle Resistant Body Armor Plates for the Gonzales Police Department

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales Police Department is applying for a Public Safety Office (PSO) grant funds for the purchase of forty-two (42) Rifle Resistant Body Armor Plates. This equipment will protect the lives of City of Gonzales Police Officers.

POLICY CONSIDERATIONS:

The updated City of Gonzales Uniforms, Dress Code and Equipment Policy is attached.

FISCAL IMPACT:

There is no required match for this grant.

ATTACHMENTS:

Updated City of Gonzales Uniforms, Dress Code and Equipment Policy

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution and associated documents.

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR PUBLIC SAFETY OFFICE (PSO) GRANT FUNDS, THROUGH THE OFFICE OF THE GOVERNOR, TO PURCHASE RIFLE RESISTANT PLATES AND ADOPTING ASSOCIATED UPDATED UNIFORM, DRESS CODE AND EQUIPMENT POLICY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Gonzales supports the application for and acceptance of Public Safety Office (PSO) grant funds, through the Office of the Governor, for forty-two (22) Rifle Resistant Body Armor Plates; and

WHEREAS, there is no required match for the grant; and

WHEREAS, the Public Safety Office of the Criminal Justice Division (CJD), plays an important role in creating and supporting programs that protect people from crime, reduce the number of crimes committed, and promoting accountability, efficiency, and effectiveness within the criminal justice system; and

WHEREAS, the City Council of the City of Gonzales agrees that in the event of loss or misuse of the OOG funds, the City Council assures that the funds will be returned to the Office of the Governor (OOG) in full; and

WHEREAS, the City Council designates the City Manager, or designee, as the City's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the agreement on behalf of the applicant agency.

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 apply for and accept, if awarded, Rifle Resistant Body Armor grant funding from the Public Safety Office (PSO) through the Office of the Governor, to purchase forty-two Rifle Resistant Body Armor Plates.

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 8th day of February, 2024.

Mayor, S.H. Steve Sucher

ATTEST:

Kristina Vega, City Secretary

	WRITTEN DIRECTIVE GONZALES TEXAS POLICE DEPARTMENT	Issued by: Tim Crow Gayle Autry Chief of Police
	200 UNIFORMS, DRESS CODE & EQUIPMENT	Effective: 01-01-2022 Revised: <u>02-08-2024</u> 11-16-2021 Reviewed: <u>02-08-2024</u> 11-16-2021

TO VERIFY CURRENT POLICIES, REFER TO THE WRITTEN DIRECTIVES MANUAL ON THE PATROL NETWORK DRIVE.

I. POLICY

Proper uniforms and equipment are necessary to perform our law enforcement duties and present a professional image to the community we serve. It is imperative that we present a professional presence in our community to inspire that respect. All employees must strive to present a clean, well-groomed image when wearing the departmental uniform or representing the department in any manner.

II. PURPOSE

To provide officers with a list of uniform and equipment items that are provided or required and provide a departmental dress code for all employees. See also City of Gonzales Policy Section 2.04 Professional Appearance and 2.05 Uniforms.

III. UNIFORMS AND EQUIPMENT (TBP 2.13)

- A. Employees shall be issued uniforms and equipment needed to perform their job function. Employees may purchase and carry additional items that are approved and authorized in writing by the Chief of Police. Employees will not wear, carry, or use any personally owned equipment without the written approval of the Chief of Police, a copy of which will be maintained in the employee's personnel file.
- B. Employee must sign an inventory sheet listing all uniforms and equipment issued to the employee. The inventory sheet will be maintained in the employee's personnel file. (TBP 1.12)

- C. Employees are responsible for the uniforms and equipment issued. The employee's supervisor shall ensure all departmental uniforms and equipment are returned to the department upon resignation, termination, or retirement.
- D. When an employee terminates employment, all issued equipment shall be returned prior to the day the termination is effective. Failure to return all items of city property may result in legal action.
- E. Employees shall have as a part of their issued equipment a copy of the departments Policies and Procedures manual and shall maintain and insert appropriate updates as directed.

IV. UNIFORMS AND EQUIPMENT PROVIDED BY THE CITY

- A. Uniforms and equipment provided to Peace Officers by the City of Gonzales will include:
 - 1. Four (4) pair of trousers
 - 2. Four (4) short-sleeved or long-sleeved shirts
 - 3. One (1) Policy Manual/USB Drive
 - 4. One (1) shirt badge
 - 5. One (1) name plate
 - 6. One (1) raincoat
 - 7. One (1) winter jacket w/liner
 - 8. One (1) holster, magazine case, a radio case, handcuffs, keepers, belt
 - 9. One (1) protective vest (body armor)
 - 10. One (1) traffic vest per vehicle (TBP 7.16)
 - 11. One (1) Department Identification Card
 - 12. One (1) Duty Handgun and three (3) Magazines
 - 13. CLE and Holster
 - 14. ASP baton and holder
 - 15. Tourniquet and holder
- B. Uniforms and equipment that are excessively worn or damaged will be replaced by the department upon inspection by the Chief of police or his designee.
- C. Uniform items and equipment meeting departmental specifications and provided by individual officers shall include:
 - 1. Black/White Undershirts
 - 2. Black/White Socks (white socks may not be worn if they are not covered by the boot)
 - 3. Black duty boot

- D. Uniforms or department approved civilian business attire (Shirt and tie for men or equivalent, women's dress clothing) shall be worn for all court appearances (Investigators). Patrol Officer's will utilize department issued Class A uniform if they have been issued one, and if not a (long sleeve is preferred).
- E. Accounting for agency owned capital assets
1. *Annually*, the designated Property Officer will be responsible to inventory agency owned capital property, equipment, and assets, reporting in writing to the Chief of Police the results of the inventory.
 2. In the inventory report, the Property Officer will list any agency owned property, equipment, or assets damaged, lost, or in need of replacement. This information could be valuable during the budget process.

V. Protective Vests

1. Purpose

The purpose of this policy is to specify agency, leadership, and officer responsibilities related to body armor.

2. Policy

It is the policy of this law enforcement agency to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.

3. Definitions

Body Armor: An item of personal protective equipment intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. Body armor generally consists of two armor panel or plates, a front and a back, placed in a carrier.

Carrier: A garment whose primary purpose is to retain the armor panel(s) or plate(s) and to provide a means of supporting and securing the armor panel(s) or plate(s) to the wearer.

Field Activities: Duty assignments and/or tasks that place or could reasonably be expected to place officers in situations where they would be required to act in enforcement rather than administrative or support roles.

4. Procedures

- a. **Selection of Body Armor Protection Level** - the agency shall assess the ballistic threats of concern to officers, including their service weapons, and select an appropriate level of protection.
- b. **Issuance and Replacement of Body Armor**
 - i. Every officer shall be issued agency-approved body armor that complies with the appropriate protective and related requirements.⁵
 - ii. The agency shall specify requirements for the carrier that is part of the agency-approved body armor.
 - iii. Every officer shall be individually measured and fitted for body armor.⁶
 - iv. Body armor that is damaged shall be replaced in accordance with established guidelines and protocols.
 - v. Body armor that has reached the end of its warranty period should be replaced in accordance with established guidelines and protocols.
- c. **Use of Body Armor**
 - i. Every officer shall perform a personal armor fit assessment upon receipt of body armor and shall report any issues to his or her supervisor and other designated agency individuals, as applicable.⁸
 - ii. Officers shall wear only agency-approved body armor and shall wear both panels in an agency-approved carrier.
 - iii. Recruit officers shall wear body armor during both classroom, range activities, and field training.
 - iv. Officers assigned to a uniformed function and non-uniformed sworn officers shall wear body armor while engaged in field activities both on duty and during off-duty employment unless the officer is involved in undercover or plainclothes work that his or her supervisor determines could be compromised by wearing body armor.
 - v. Officers not engaged in field activities shall have their body armor available at the location of their principal assignment.
- d. **Inspection of Body Armor**
 - i. Every officer shall routinely inspect personal body armor for signs of damage and for general cleanliness.
 - ii. Annual inspections of body armor shall be conducted for fit, cleanliness, and signs of damage.
 - iii. Each officer shall be responsible for reporting damage or excessive wear to the ballistic panels or carrier to his or her supervisor and the individual responsible for the uniform supply function.
- e. **Care and Maintenance of Body Armor**
 - i. Officers are responsible for the proper storage, maintenance, cleaning, and care of body armor ballistic panels and carriers in accordance with manufacturer's instructions.
- f. **Supervision** - Supervisors shall ensure that all officers comply with this policy, including ensuring that body armor is worn and maintained as required by this policy through routine observation and periodic documented inspections.

V. PROTECTIVE VESTS (TBP 7.23)

~~Body armor is purchased by the department and will be worn by all sworn officers. Body armor will be replaced in accordance with guidelines and protocols established by the National Institute of Justice.~~

~~A. Uniformed Officers, when working in field assignments, will wear departmentally issued protective vests when on duty or when off duty and working law enforcement activities. Officers not working field assignments will keep their vests where they are readily accessible in the event they are needed. Any officer participating in a search warrant execution or other high risk activity will wear a protective vest.~~

~~A. Officers shall routinely inspect personal body armor for signs of damage and for general cleanliness. As dirt and perspiration may erode ballistic panels, each officer shall be responsible for cleaning personal body armor in accordance with the manufacturer's instructions.~~

~~A. An officer may choose to purchase their own vest, but it must be approved by the Chief of Police. The officer will properly care for the vest.~~

~~A. All officers are issued level 4 body armor. This armor will be carried in the vehicle while on duty. This armor can be placed over the uniform in case of active shooter or other high risk situation where more protection may be needed. When not on duty the armor will be taken out of the patrol vehicle and stored in a climate controlled secure environment.~~

VI. REFLECTIVE VESTS

Sworn personnel are issued and shall wear the high-visibility reflective vest as soon as practical when either directing traffic or working at the scene of an accident.

VII. UNIFORMS

I. The uniforms will be dark navy in color for both the pants and shirt. The pants may be the cargo style pants that contain pockets on the pants leg. Regardless of uniform class worn, officers are required to keep their uniforms and equipment in good condition. Uniforms will be designated as Class "A", Class "B" or special duty and described as follows:

A. **Class "A":** Long sleeve shirt. Sleeves are to remain rolled down and buttoned. The undershirt may be black, dark navy, or white in color. If a

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turtleneck is worn it will be either black or dark navy. A tie is optional when not in court.

- B. **Class “B”:** Short sleeve shirt. The undershirt may be black, dark navy, or white in color.
- C. **Special Duty:** This will include off-duty assignments and tactical.
- D. **Plain Clothes:** The dress will be business casual.

VIII. INSIGNIA

- I. Every sworn member of the department shall wear such uniform and insignia of rank as prescribed. The uniform shirt, long or short sleeve, will have the following requirements:
 - 1. **Badge:** The badge will be worn at all times centered over the left breast pocket.
 - 2. **Name Plate:** The issued name plate will be worn at all times centered and one-quarter (1/4) inch above the right breast pocket when no awards are worn. When award bars are worn, the name plate will be centered above the right breast pocket and one-quarter (1/4) inch below the award.
 - 3. **Award Bars:** With the approval of the Chief of Police, any award bar(s) must be worn in line centered and one-quarter (1/4) inch above the top of the right breast pocket. The line bars will not normally be broken and will not extend past either edge of the pocket. If necessary, a second line will begin centered above the first. Awards will be worn in descending order with the highest award bar placed closest to the heart. If a second row is used, the higher-ranking awards will be on top. (Long sleeve only, special occasions)
 - 4. **Service Insignia:** With long sleeve shirts, a stripe will signify five years of service and may be added accordingly. The service insignia will be gold in color.
 - 5. **BP Recognition Pin:** All officers will wear a Best Practices Recognition Pin on the uniform directly above the name plate, centered on the seam. If a SWAT insignia is also worn, they will be worn side by side above the name plate evenly spaced from the seam.

IX. FOOTWEAR

- I. Every uniformed member of the department shall have footwear made of smooth grained leather or a similar synthetic material. The following guidelines will apply:
 - A. Boots or shoes must be black and capable of being polished. They must have walking heels.
 - B. No decorative stitching or any other patterns.
 - C. The toe style will be either round or medium round. No pointed footwear.
 - D. Taps or metal plates on footwear are prohibited.
 - E. During inclement weather officers may wear black waterproof footwear.

X LEATHER GEAR

- I. Every uniformed member of the department shall have leather or nylon gear made of basket weave or a similar synthetic material. The following guidelines will apply:
 - A. Leather/nylon gear shall be kept in good clean condition and polished.
 - B. No items or equipment may be worn on the Sam Browne that are not specifically authorized or required by this policy or by specific approval of the Chief of Police.
 - C. Equipment that may be worn on the Sam Browne is as follows:
 - Duty Holster
 - Handcuff case(s)
 - Magazine case
 - Flashlight case
 - O.C. canister case
 - ASP baton case
 - Radio case
 - CLE
 - Phone case
 - Leatherman Tool
 - Tourniquet holder
 - D. Any approved equipment that is placed on the Sam Browne will be at the location that the officer feels is the most comfortable, secure and provide the easiest access when the equipment is needed.

XI BELT

- I. Every uniformed member of the department shall have a black belt that is worn under the Sam Browne made of smooth grained leather or a similar synthetic material. The Sam Browne belt will be attached to the black belt by at least 4 keepers.

XII HEADGEAR

- I. Officers have the option of headgear and if they choose to wear any type of headgear the following guidelines apply:
 - A. The headgear/ baseball cap will be approved by the Chief of Police prior to its use.
 - B. During inclement weather conditions, such as extremely cold conditions the officers may choose to wear a knit cap. The cap will be dark navy or black.

XIII JACKET

- I. The police department will issue all uniformed officers a jacket that will be navy or black in color. If the jacket is worn the badge will be placed on the jacket and have two distinctive shoulder patches.

XIV GLOVES

- I. The officers may purchase gloves at their discretion, and they may be worn in winter months. The gloves will be black in color.

XV UNIFORM INSPECTION

- I. Supervisors shall routinely inspect the uniforms and equipment of officers within their command and shall take corrective action when an officer is not conforming with the Dress and Grooming Code.
- II. No officer will wear the uniform while under departmental suspension or on Light Duty.
- III. Unless approved by a supervisor a uniformed officer will be considered out of uniform when not wearing the prescribed uniform within this policy.

XVI PERSONAL APPEARANCE GUIDELINES FOR MALE OFFICERS

- I. The hair must be combed in an orderly manner, and the grooming must be maintained under all but the most adverse conditions.
- II. The hair will present a tapered appearance on the sides and back of the head. The length and/or bulk of the hair will not present a ragged, unkempt, or extreme appearance. The “block cut” in the back is permitted if a tapered appearance is maintained.

- III. Officers' hair will be cut or styled so that when standing, looking straight ahead, the hair will not extend below the middle of the ear on the sides or over the collar on the back. Depth of the hair may not exceed two (2) inches in length at any point.
- IV. Sideburns will be neatly trimmed and straight. They will not extend past the lower edge of the ear, nor will they be wider at the lower edge or otherwise conspicuous in shape.
- V. If a beard or moustache is worn, it will be neatly trimmed.
- VI. Hair may not be dyed an abnormal color.
- VII. The above requirements do not apply to officers involved in undercover assignments.

XVII PERSONAL APPEARANCE GUIDELINES FOR FEMALE OFFICERS

- I. The hair must be neat and not extend below the bottom of the shirt collar. The grooming and style must be maintained under all but the most adverse conditions. The hair may not be dyed an abnormal color.
- II. Styles such as pigtailed are not acceptable. Ponytails may be worn but may not extend below the bottom of the collar.
- III. The use of makeup by female officers while on duty, both uniformed and plainclothes, will be conservative.

XVIII JEWELRY FOR SWORN PERSONNEL

- I. Officers in uniform may wear a wristwatch or identification bracelet. Necklaces and other decorative jewelry are prohibited (except wedding band or graduate ring). Religious medals may be worn but must have a minimum chain length of 18" and will not be visible.
- II. Only one pair of ear studs may be worn by female officers. Male officers will not wear earrings or ear studs.
- III. While on duty officers are prohibited from wearing any tongue or nose studs or any other type of visible piercing.
- IV. Items used by female employees to hold the hair in place will be concealed as much as possible and will be of a color and style that blends with the hair. Decorative items such as ribbons will not be worn.
- V. Tie tacks and/or tie clasps must present a professional appearance.

XIX Tattoos/ Body Art/Branding

- I. Tattoos/ body art/ branding of the face, head, neck, or hands are prohibited.

XX PLAINCLOTHES APPAREL WHILE ON DUTY

- I. Officers assigned to CID or Light Duty will report for duty in slacks or casual dress pants and dress shirts or other approved clothing. For non-sworn personnel assigned to the following areas: Administrative Assistant to the Chief business casual is required. Shorts are prohibited.
- II. Female officers assigned to plainclothes assignments shall dress comparable to male officers. Dresses, pantsuits, skirts, or slacks with blouses or sweaters are acceptable. Shorts are prohibited.
- III. Footwear for male and female officers shall be dress or semi-dress. Sandals, heels over three inches, or open toed shoes are prohibited.
- IV. The above dress code is in effect for officers during a call out.
- V. Officers may wear their guns exposed on their belts if their badge is displayed by the gun, and it is clearly visible.
- VI. No officer will deviate from these standards without the permission of the Chief of Police or their designee.

XXI DRESS CODE COURT APPEARANCE

- I. Uniformed male and female officers will wear the following depending on the court:
 - A. **District Court:** Class A this includes Pre-Trial and Grand Jury.
 - B. **County Court:** Class A this includes Pre-Trial motions.
 - C. **Municipal Court:** Class A (short sleeve acceptable)
- II. Plainclothes male and female officers shall wear the following depending on court:
 - A. **District Court:** Dress Pants, Dress shirt, Tie. This includes Pre-trial and Grand Jury
 - B. **County Court:** Dress Pants, Dress shirt, Tie. This includes Pre-trial Motions.

- C. **Municipal Court:** Dress or casual pants along with a casual shirt
- D. Women may wear dress pants, blouse that is in good taste. All dresses and skirts will have a contemporary length.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Public Hearing, Discussion & Possible Action on Ordinance #2024-4 Authorizing amendments to the City of Gonzales Code of Ordinances Chapter 14, Articles 14.201, 14.403 and 14.404 regarding multifamily housing in the Downtown Mixed Use District

DATE: February 8, 2024

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

In February 2021 the City Council approved a full rewrite to the City's Zoning Ordinance after 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. 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 rezoning. 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. During the city sponsored rezoning there were thirty-eight properties that were rezoned to downtown mixed use, bringing the total number of DMU zoned properties to forty-one. However, during the Planning & Zoning and City Council discussions that were held in December 2023, questions were raised regarding the downtown commercial district and if it was possible to protect the integrity of such and limit multi-family residential in the DMU district.

Staff began working with the City's contract planner on said amendments and has provided a draft of the suggested changes for discussion and possible recommendation to City Council regarding amendments to the City's Zoning Code. The changes include the addition of the definition for "dwelling, downtown", amendments to the Use Chart to require conditional standards for dwelling, downtown, and adding a section for conditional development standards for dwelling, downtown.

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 will be provided via email Tuesday, February 6th

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this ordinance.

ORDINANCE NO. 2024-4

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, AMENDING THE GONZALES CODE OF ORDINANCES CHAPTER 14 ZONING, RELATED TO MULTIFAMILY HOUSING IN THE DOWNTOWN MIXED USE DISTRICT; 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 January 18, 2024, notices of the public hearing were mailed to property owners whose property is affected by the proposed change; and

WHEREAS, on January 18, 2024, January 25, 2024, and February 1, 2024, notice of the public hearings were published in the Gonzales Inquirer; and

WHEREAS, on February 5, 2024, the Planning and Zoning Commission conducted a public hearing and after consideration, made a recommendation of approval of this amendment; and

WHEREAS, on February 8, 2024, 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 City Council of the City of Gonzales, Texas hereby amends the City of Gonzales Code of Ordinances Chapter 14 Zoning 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 be effective upon the date of final adoption hereof and any publication required by law.

Section 8. This Ordinance shall be cumulative of all other ordinances of the City of Gonzales, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Gonzales except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED, ADOPTED, AND APPROVED this 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

“Exhibit A”

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 Ordinance, Chapter 14 – Zoning is hereby amended as follows:

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

Dwelling, downtown. Any building, or portion thereof, located within the Downtown Mixed Use district that is designed, built, rented, leased or let to be occupied as one or more dwelling units.

Studio Residence.

- (1) A residence that includes up to fifty (50) percent of its total floor area as a work area for a photographer, artist, musician, architect, or similar occupation.
- (2) The primary occupant of the work area must also be a permanent resident of the dwelling unit.
- (3) All activities associated with the studio shall take place in the primary structure, as opposed to an accessory building or yard.

{Amend Section 14.403. Use Chart. to add a new use and modify other uses as shown below:}

	Residential Districts						Non-residential Districts					Special Districts		
	SF-6	SF-8	SF-10	SF-A	MF	MH	NOS	C1	C2	LI	HI	AO	DMU	OT
Uses														
Nonresidential Uses														
Accessory dwelling unit	P-1	P-1	P-1									P-1	P-4	P-1
<u>Dwelling, downtown</u>													<u>P-15</u>	
Dwelling, single-family (attached-townhouse)				P-3									P-3	
Dwelling, multi-family					<u>P</u>								<u>P</u>	

{Amend Section 14.404 Conditional Development Standards to add a new (a)(15) as follows:}

(15) Dwelling, Downtown.

- (A) Residential uses in the Downtown Mixed Use district shall only occupy a portion of a building. A specific use permit is required for a residential use in the Downtown Mixed Use district that is not accompanied by a non-residential use.
- (B) A residential use located on the ground floor of a building in the Downtown Mixed Use district may not occupy more than 50% of the gross floor area of the ground floor of the building. A specific use permit is required for a residential use that exceeds 50% of the ground floor.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Public Hearing, Discussion & Possible Action on Ordinance #2024-5 Amending the Gonzales Code of Ordinances Chapters 14 Zoning, 6 Health And Sanitation, And 4 Business Regulations Related To Nonconforming Uses And Structures And Mobile Food Vending And Mobile Food Vending Courts

DATE: February 8, 2024

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

Mobile Food Vending- 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 amendments to Sections 4.401, 14.201, 14.403, 14.404, 14.604, and Sections 6.701 through 6.710 regarding mobile food vending and mobile food vending courts. Full text of the amendments are attached for review.

Nonconforming Uses and Structures - City staff has been approached on multiple occasions with a reoccurring issue regarding multiple structures existing on the same lot, and property owners wanting to subdivide the lot to create two separate lots with one house on each. However, in many cases, the existing dimensional regulations would prevent this from happening without the property owner seeking a variance. This proves to be difficult due to the standards required in order to approve variances per the Local Government Code Section 211.009. For each variance approved, the property owner must prove a hardship exists that meet the criteria within the statute. However, City staff again engaged the assistance of the contract planner to trouble shoot the issue resulting in a plan to amend the nonconforming uses and structures regulations to include a special section to provide certain exceptions. These exceptions only apply to pre-existing residential lots and structures that were existing prior to January 1, 1990, provides that the non-conformity shall not be expanded, and ensures that the minimum lot square footage shall not be less than 3,000 square feet.

The contract planner has provided a draft of the suggested changes for discussion and possible recommendation to City Council regarding the proposed amendments.

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 will be provided via email Tuesday, February 6th.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this ordinance.

ORDINANCE NO. 2024-5

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, AMENDING THE GONZALES CODE OF ORDINANCES CHAPTERS 14 ZONING, 6 HEALTH AND SANITATION, AND 4 BUSINESS REGULATIONS RELATED TO NONCONFORMING USES AND STRUCTURES AND MOBILE FOOD VENDING AND MOBILE FOOD VENDING COURTS; 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 January 18, 2024, January 25, 2024, and February 1, 2024, notice of the public hearings were published in the Gonzales Inquirer; and

WHEREAS, on February 5, 2024, the Planning and Zoning Commission conducted a public hearing and after consideration, made a recommendation of approval of this amendment; and

WHEREAS, on February 8, 2024, 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 City Council of the City of Gonzales, Texas hereby amends the City of Gonzales Code of Ordinances Chapters 14 Zoning, 6 Health and Sanitation, and 4 Business Regulations as set forth in the attached "Exhibit A" and "Exhibit B".

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 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, this 8th day of February, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

“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 is hereby amended as follows:

{Addition of definitions to Section 14.201 Standard Zoning Definitions}

Section 14.201 Standard Zoning Definitions

Accessory Mobile Food Vending – A Mobile Food Vendor operating as an accessory use to a primary use established and operating with a valid certificate of occupancy on the property.

Mobile Food Unit (MFU) – (As defined by 25 TAC 228.2, as may be amended) A vehicle-mounted, self or otherwise propelled, self-contained food service operation designed to be readily movable (including catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. An MFU must completely retain its mobility at all times. An MFU does not include a stand or a booth.

Mobile Food Vendor (MFV) - Any business which sells edible goods from a Mobile Food Unit (MFU) within the city.

Mobile Food Vending Court - any parcel of land where one or more Mobile Food Vendors congregate to offer food or beverages for sale to the public. This is considered a primary land use for the property.

{Addition of Mobile Food Vending Park land use in Zoning Ordinance Section 14.403 Use Chart}

Section 14.403 Use Chart

	SF-6	SF-8	SF-10	SF-A	MF	MH	NOS	C1	C2	LI	HI	AO	DMU	OT
<u>Mobile Food Vending Court</u>							<u>S</u>	<u>P-16</u>	<u>P-16</u>					
<u>Accessory Mobile Food Vending</u>							<u>S</u>	<u>P-17</u>	<u>P-17</u>				<u>S</u>	

{Addition of conditional development standards to Zoning Ordinance Section 14.404 Conditional Development Standards}

Section 14.404 Conditional Development Standards

16. Mobile Food Vending Court. All Mobile Food Vending Court land uses shall comply with the following requirements; however, all Mobile Food Vendors in a Mobile Food Vending Court are also subject to state law provisions applicable to Mobile Food Units and as provided in 25 Texas Administrative Code Chapter 228 and Texas Health and Safety Code Chapter 437, as both may be amended (“State Law”). In the event of a conflict between this Section and State Law, State Law shall govern.

- (1) Maximum number of Mobile Food Vendors. There shall be a maximum of ten (10) Mobile Food Vendors allowed in a Mobile Food Vending Court. A Specific Use Permit may be granted by the City Council to allow more than ten (10) Mobile Food Vendors in a Mobile Food Vending Court.
 - (2) Location. All activities associated with a Mobile Food Vending Court must be located at least fifty (50) feet away from any single-family residential use or residential zoning district. A Specific Use Permit may be granted by the City Council to reduce the fifty (50) foot setback.
 - (3) Fire Lanes. Fire lanes and adequate fire protection shall be provided to serve the Mobile Food Vending Court as required by applicable city, state, or international regulations or codes.
 - (4) No Mobile Food Vendor nor any associated seating areas are allowed to be located in any required zoning setback, buffer yard, easement, or fire lane.
 - (5) Utility Connections. Temporary connections for electricity, water and sanitary sewer shall be provided to each Mobile Food Vendor site. Electricity to the Mobile Food Vendor may not be provided through the use of portable generators. A grease trap is required and shall be sized and installed in accordance with city adopted codes.
 - (6) Restrooms. A permanent restroom facilities equipped with flush type toilets and properly plumbed to a sanitary sewage system with sufficient capacity to meet the needs of the Mobile Food Vending Court's Mobile Food Units and customers shall be conveniently located on the property and accessible to employees and customers. Restrooms shall also be compliant with city building codes and 25 TAC 228, as may be amended. Restrooms shall be equipped with hand sinks, hot and cold water and either hand towels or forced air hand dryers.
 - (7) Seating and eating areas. All Mobile Food Vending Courts shall provide shaded seating and eating areas.
 - (8) All Mobile Food Vendors shall be parked on designated locations paved with asphalt or concrete. Paving shall be constructed of new material and to accepted industry specifications.
 - (9) Drive-Through Service. Vehicular drive-through service of food and/or beverages shall not be permitted except through a Specific Use Permit granted by the City Council.
 - (10) Trash enclosure. All Mobile Food Vending Courts shall provide trash and refuse containers and shall be screened in accordance with this Chapter.
17. Accessory Mobile Food Vending. All Accessory Mobile Food Vending land uses shall comply with the following requirements; however, all Accessory Mobile Food Vending is also subject to state law provisions applicable to Mobile Food Units and as provided in 25 Texas Administrative Code Chapter 228 and Texas Health and Safety Code Chapter 437, as both may be amended ("State Law"). In the event of a conflict between this Section and State Law, State Law shall govern.
- (1) Accessory use only. Accessory Mobile Food Vending shall only permitted as an accessory use when a primary use of the property is established and operating with a valid certificate of occupancy.
 - (2) Maximum number of Accessory Mobile Food Vendors. There shall be a maximum of one (1) accessory Mobile Food Vendor per site. A Specific Use Permit may be granted by the City Council to allow more than one (1) Accessory Mobile Food Vendor per site.
 - (3) Location. All activities associated with Accessory Mobile Food Vending must be located at least fifty (50) feet away from any single-family residential use or residential zoning district. A Specific Use Permit may be granted by the City Council to reduce the fifty (50) foot setback.
 - (4) Mobile Food Vendors shall be parked on surfaces paved with asphalt or concrete. Paving shall be constructed of new material and to accepted industry specifications.

- (5) Mobile Food Vendors shall not be placed in required parking spaces nor block or impede the safe and orderly flow of traffic through the site.
- (6) No Mobile Food Vendor nor any seating areas are allowed to be located in any required zoning setback, buffer yard, easement, or fire lane.
- (7) Utility Connections. Temporary connections for electricity shall be provided to the Mobile Food Vendor site. Water and sanitary sewer temporary connections may also be provided to the Mobile Food Vendor site but are not required. Electricity to the Mobile Food Vendor may not be provided through the use of portable generators.
- (8) Restrooms. Accessory Mobile Food Vendors must provide access to restroom facilities for customers and employees within 300 feet of the mobile food unit. If the restroom facilities being provided are located within another establishment, the Mobile Food Vendor's hours of operation shall be restricted to only those times in which restrooms are available. Portable restroom facilities are prohibited.
- (9) Drive-Through Service. Vehicular drive-through service of food and/or beverages shall not be permitted except through a Specific Use Permit granted by the City Council.

{Addition of parking requirements for mobile food vending to Section 14.604, Table 6.3 Schedule of Off-Street Parking Requirements}

Section 14.604, Table 6.3 Schedule of Off-Street Parking Requirements

Use Type	Parking Requirement
<u>Mobile Food Vending Court</u>	<u>Three (3) parking spaces for every mobile food vendor space</u>

{Addition of health and sanitation requirements to Code of Ordinances Chapter 6 Health and Sanitation}

Article 6.700 Mobile Food Vendors

Section 6.701 Mobile Food Vendors.

Mobile Food Vendors are prohibited within the City except as otherwise provided for herein. All Mobile Food Vendors shall comply with the following requirements; however, all Mobile Food Vendors are also subject to state law provisions provided in 25 Texas Administrative Code Chapters 228 and 229; and Texas Health and Safety Code Chapters 437 and 438; as they may be amended ("State Law"). In the event of a conflict between this Article and State Law, State Law shall govern.

Section 6.702 Definitions.

Terms used in this ordinance which are not defined herein shall be construed as in ordinary, common usage.

Certified Food Manager - A person who has demonstrated that he or she has the knowledge, skills and abilities required to protect the public from foodborne illness by means of successfully completing a certified food manager examination and becoming certified as described in Chapter 438 of the Texas Health and Safety Code and 25 Texas Administrative Code Chapter 229, as may be amended.

Mobile Food Unit (MFU) – (As defined by 25 TAC 228.2, as may be amended) A vehicle-mounted, self- or otherwise propelled, self-contained food service operation designed to be readily movable (including catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell

food. An MFU must completely retain its mobility at all times. An MFU does not include a stand or a booth. A roadside food vendor is classified as an MFU.

Mobile food vendors (MFV). Any business which sells edible goods from a Mobile Food Unit (MFU) within the city.

Owner. As used herein, and for the purpose of obtaining permits or receiving citations, includes any persons or persons with apparent care, custody, or control of the MFU or property upon which it is located.

Section 6.703 Permit Required.

It shall be unlawful for any person to operate a Mobile Food Unit without having obtained a permit issued by the city. Permits may be acquired for various durations from the date of issuance. Permits are not transferrable. Permits must be posted in or on every Mobile Food Unit.

Section 6.704 Permit Application and Inspections.

- (a) Application requirements. Any request for a Mobile Food Vending Permit shall be accompanied by an application and supporting documents prepared in accordance with the requirements of the City. The City Manager or his/her designee shall be responsible for determining the form and content of the Mobile Food Vending Permit application.
- (b) Processing of Application and Decision.
 - (1) Submittal. An application for a Mobile Food Vending Permit shall be submitted to the City Manager or his/her designee.
 - (2) Decision by the City Manager. The City Manager or his/her designee may approve, approve with conditions, or deny the Mobile Food Vending Permit.
 - (3) Inspections.
 - (A) Mobile food units must pass a health inspection for the mobile food unit or submit a copy of a valid mobile food vending health inspection from another municipal, county, or State of Texas health inspection agency that was issued within the past 12 months from date of permit application.
 - (B) Mobile food units must pass a fire safety inspection or submit a copy of a valid fire safety inspection from another municipal, county, or State of Texas agency duly authorized to perform fire safety inspections that was issued within the past 12 months from date of permit application.
 - (C) Mobile Food Units may be inspected at any time by the code enforcement officer, fire marshal, or county health authority.
 - (4) Appeals. Any person aggrieved by any decision of the City Manager or his/her designee, or any taxpayer or any officer, department, or board of the City may appeal the decision of the City Manager or his/her designee to the City Council.

Section 6.705 Locations permitted

- (a) Private property zoned for MFV. A MFV may only locate on property zoned for Mobile Food Vending Court or Accessory Mobile Food Vending as set forth in Chapter 14 Zoning.
- (b) Temporary. A MFV may only locate temporarily on non-residentially zoned property for less than 8 consecutive hours and no more than two times in a consecutive 7 day period.
- (c) No public streets. A MFV is prohibited from operating on a public street or within the public right of way except in conjunction with an approved special event permit or authorization granted by City Council.

- (d) Special event exception. A MFV permit may be issued by the city manager or his/her designee for temporarily locating within the public right of way, within a public park or facility, or in the absence of a Specific Use Permit when such issuance is in conjunction with a special event of limited duration.

Section 6.706 Certified Food Manager Required.

A Certified Food Manager must be present at the Mobile Food Unit during each day of operation.

Section 6.707 Food Protection.

- (a) The provisions of 25 TAC 228, 25 TAC 229, and Chapters 437 and 438, as amended, are adopted and incorporated into this ordinance as if fully set out herein, and govern all requirements for food storage, temperature, protection and preparation; water, ice, and wastewater facilities and provision; insect and rodent control; general sanitation and ventilation; and other matters relating to mobile vending of food.

Sec. 6.708 Vehicle or unit requirements.

- (a) All Mobile Food Units shall be readily identifiable by business name, printed in bold letters not less than 3 inches in height, not less than one and one-half inches in width, permanently affixed, and prominently displayed upon at least 2 sides of the unit.
- (b) All Mobile Food Units shall maintain a current state motor vehicle inspection sticker and a current state motor vehicle license plate registration sticker.
- (c) All Mobile Food Units must be readily movable (capable of moving immediately upon the request of the City Manager or their designee).

Sec. 6.709 Trash and other facilities.

- (a) Restroom access and trash receptacles. MFVs who prepare food on their Mobile Food Units shall:
- (1) Provide one or more trash receptacles for disposal of waste from customers, and shall provide for the disposal of such waste; and
- (2) Provide access to restroom facilities for customers in accordance with Chapter 14 Zoning.

Sec. 6.710 Penalties

In addition to the general penalties established for violations of the city code as set forth in Sec. 1.109, any violation of this article may result in immediate revocation of any MFV permit. Any citation may be issued to either the operator of the MFV or the owner of the property upon which the MFV is located in violation of this article.

{Modification to remove mobile food vendor from the Itinerant Merchant or Street Vendor definition in Sec.4.401}

Section 4.401 Definition.

Itinerant Merchant or Street Vendor. An individual or business ~~including mobile food vendors~~, who desires to do business from a fixed location without traveling from place to place, house to house, or street to street.

“Exhibit B”

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 Ordinance, Chapter 14 – Zoning is hereby amended as follows:

{Amend Section 14.406. Nonconforming Uses and Structures to add the following:}

(m) Pre-existing Residential Lots and Structures.

- (1) Pre-existing lots and parcels. A lot or unplatted tract in a residential zoning district that is the same size and configuration as existed on or before January 1, 1990 shall be deemed conforming with lot size requirements. This exception does not eliminate the requirement for a subdivision plat as required by the subdivision ordinance.
- (2) Pre-existing structures. Existing residential structures that are the same size and configuration as existed on or before January 1, 1990 shall be deemed conforming with building setbacks, but shall not be expanded except in conformance with this section. This is not intended to authorize encroachments of structures onto adjacent properties or into public rights-of-way.
- (3) Multiple principal structures. A lot or tract that includes two or more principal residential structures that are the same size and configuration as existed on or before January 1, 1990 may be subdivided to separate the principal structures onto individual lots even if the resulting lots do not meet the minimum size requirements for lots in the applicable zoning district. However, in no case shall a lot be created that is less than 3,000 square feet in area. Lots created under this provision shall maximize setbacks to new lot lines to the extent possible.

FINANCIAL REPORTS FOR FUNDS AS OF 1/31/2024

CASH & INVESTMENT BY FUND AS OF 1/31/2024

QUARTERLY INVESTMENT REPORT AS OF 12/31/23

GRANT REIMBURSEMENTS PENDING UPDATE:

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

\$1,460.00 on the Edwards Association grant project

\$550.00 on the Tinsley Creek CDBG Mitigation grant project

\$67,113.63 on the Lone Star Operation grant project

\$377,064.31 TOTAL

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	695,392.08	1,452,339.55	46.30	0.00	1,684,582.45
402-FRANCHISE REVENUE	1,904,888.00	62,007.91	433,202.54	22.74	0.00	1,471,685.46
403-LICENSE/FEE/PERMITS	106,325.00	9,633.02	24,142.66	22.71	0.00	82,182.34
404-PARKS FEES REVENUE	362,565.00	13,592.13	91,051.13	25.11	0.00	271,513.87
405-MUNICIPAL COURT REVEN	51,531.00	3,191.97	13,581.49	26.36	0.00	37,949.51
406-MISCELLANEOUS REVENUE	726,196.00	17,251.75	113,775.67	15.67	0.00	612,420.33
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	75,000.00	4,746.41	48,875.94	65.17	0.00	26,124.06
409-OTHER FINANCING REVEN	115,298.00	0.00	9,740.50	8.45	0.00	105,557.50
410-TRANSFERS	3,019,873.00	201,551.49	1,118,646.96	37.04	0.00	1,901,226.04
*** TOTAL REVENUES ***	9,498,598.00	1,007,366.76	3,305,356.44	34.80	0.00	6,193,241.56
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	92,312.00	2,893.75	25,310.00	27.42	0.00	67,002.00
102-CITY MANAGER DEPART	199,681.00	13,984.03	64,020.01	32.06	0.00	135,660.99
103-COMMUNITY DEVELOPMENT	68,406.00	310.36	15,624.26	22.84	0.00	52,781.74
104-NON-DEPARTMENTAL	392,342.00	63,149.53	204,036.14	53.66	6,486.58	181,819.28
105-MAIN STREET DEPARTMEN	130,709.00	7,098.21	31,949.63	24.44	0.00	98,759.37
107-BUILDING MAINTENANCE	291,321.00	18,288.17	89,456.80	30.71	0.00	201,864.20
108-CITY SECRETARY DEP	264,407.00	12,482.31	88,233.92	33.37	0.00	176,173.08
109-FINANCE DEPARTMENT	605,583.00	34,876.55	159,052.46	26.26	0.00	446,530.54
201-PARKS DEPARTMENT	739,238.00	41,142.02	203,231.14	27.49	0.00	536,006.86
202-SWIMMING POOL DEPARTM	36,573.00	0.00	476.32	1.30	0.00	36,096.68
203-JB WELLS	0.00	0.00	0.00	0.00	0.00	0.00
204-RECREATION DEPARTMENT	21,270.00	0.00	313.00	1.47	0.00	20,957.00
205-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
206-INDEPENDENCE GOLF CO	322,316.00	14,316.74	76,450.34	23.72	0.00	245,865.66
301-FIRE DEPARTMENT	1,630,242.92	110,271.29	607,263.28	42.72	89,161.63	933,818.01
501-POLICE DEPARTMENT	2,980,106.72	187,932.39	1,013,613.67	34.45	13,104.36	1,953,388.69
504-ANIMAL CONTROL DEPART	200,733.00	19,167.42	67,296.79	33.53	0.00	133,436.21
550-MUNICIPAL COURT DEPT.	123,624.00	6,550.14	36,800.56	29.77	0.00	86,823.44
602-AIRPORT DEPARTMENT	121,054.00	784.50	12,251.52	10.12	0.00	108,802.48
603-STREETS DEPARTMENT	806,622.07	40,508.78	353,217.58	43.79	0.00	453,404.49
650-LIBRARY DEPARTMENT	325,951.00	21,189.07	98,414.69	30.19	0.00	227,536.31
660-MUSEUM DEPARTMENT	115,161.00	7,104.20	21,033.96	18.26	0.00	94,127.04
*** TOTAL EXPENDITURES ***	9,467,652.71	602,049.46	3,168,046.07	34.61	108,752.57	6,190,854.07
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	30,945.29	405,317.30	137,310.37	92.28	(108,752.57)	2,387.49
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	41,820.00	161,844.16	24.13	0.00	509,005.84
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	670,850.00	41,820.00	161,844.16	24.13	0.00	509,005.84
EXPENDITURE SUMMARY						
203-JB WELLS PARK	932,121.00	38,179.28	162,833.55	17.47	0.00	769,287.45
*** TOTAL EXPENDITURES ***	932,121.00	38,179.28	162,833.55	17.47	0.00	769,287.45
** REVENUES OVER (UNDER) EXPENDITURES **	(261,271.00)	3,640.72	(989.39)	0.38	0.00	(260,281.61)

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	753,913.94	3,203,564.48	29.30	0.00	7,729,378.52
750-REVENUE COLLECTION	279,302.00	1,291.37	86,993.00	31.15	0.00	192,309.00
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	755,205.31	3,290,557.48	29.35	0.00	7,921,687.52
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	11,281,938.77	200,148.37	2,743,705.80	32.11	879,374.45	7,658,858.52
750-REVENUE COLLECTIONS	321,669.00	20,165.95	110,126.59	34.24	0.00	211,542.41
809-HYDRO PLANT CONST.	147,700.00	0.00	0.00	0.00	0.00	147,700.00
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*** TOTAL EXPENDITURES ***	11,751,307.77	220,314.32	2,853,832.39	31.77	879,374.45	8,018,100.93
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(539,062.77)	534,890.99	436,725.09	82.11	(879,374.45)	(96,413.41)
	=====	=====	=====	=====	=====	=====

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 : J A N U A R Y 3 1 S T , 2 0 2 4

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	198,969.38	898,920.34	28.02	0.00	2,309,519.66
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*** TOTAL REVENUES ***	3,208,440.00	198,969.38	898,920.34	28.02	0.00	2,309,519.66
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	3,493,020.03	98,645.09	940,759.26	27.27	11,780.00	2,540,480.77
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*** TOTAL EXPENDITURES ***	3,493,020.03	98,645.09	940,759.26	27.27	11,780.00	2,540,480.77
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(284,580.03)	100,324.29	(41,838.92)	18.84	(11,780.00)	(230,961.11)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: JANUARY 31ST, 2024

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	121,823.85	542,041.53	31.12	0.00	1,199,558.47
731-W/W GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,741,600.00	121,823.85	542,041.53	31.12	0.00	1,199,558.47
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,541,943.00	60,785.76	404,137.80	28.73	38,840.00	1,098,965.20
731-W/W GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,541,943.00	60,785.76	404,137.80	28.73	38,840.00	1,098,965.20
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	199,657.00	61,038.09	137,903.73	49.62	(38,840.00)	100,593.27
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	71,977.23	277,211.10	31.62	0.00	599,538.90
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	876,750.00	71,977.23	277,211.10	31.62	0.00	599,538.90
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	850,468.00	60,441.24	277,332.56	32.61	0.00	573,135.44
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	850,468.00	60,441.24	277,332.56	32.61	0.00	573,135.44
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	26,282.00	11,535.99	(121.46)	0.46-	0.00	26,403.46
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: JANUARY 31ST, 2024

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	423,384.38	682,428.91	82.40	0.00	145,771.09
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	828,200.00	423,384.38	682,428.91	82.40	0.00	145,771.09
	=====	=====	=====	=====	=====	=====
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	423,384.38	681,928.91	245.61	0.00	(668,928.91)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	43,253.72	105,931.62	18.42	0.00	469,068.38
812-MEMORIAL MUSEUM	0.00	0.00	0.00	0.00	0.00	0.00
813-FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00
814-MUNICIPAL COURT	0.00	0.00	0.00	0.00	0.00	0.00
815-ROBERT L BROTHERS	0.00	0.00	0.00	0.00	0.00	0.00
816-PEG FRANCHISE	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	575,000.00	43,253.72	105,931.62	18.42	0.00	469,068.38
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
811-HOTEL MOTEL	653,284.00	26,732.26	81,095.56	12.41	0.00	572,188.44
815-RLB	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	653,284.00	26,732.26	81,095.56	12.41	0.00	572,188.44
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES ** (78,284.00)		16,521.46	24,836.06	31.73-	0.00	(103,120.06)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: JANUARY 31ST, 2024

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	49.80	1,134.75	45.39	0.00	1,365.25
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	2,500.00	49.80	1,134.75	45.39	0.00	1,365.25
	=====	=====	=====	=====	=====	=====
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)	49.80	1,134.75	17.46-	0.00	(7,634.75)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	155.11	632.86	14.72	0.00	3,667.14
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	4,300.00	155.11	632.86	14.72	0.00	3,667.14
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
813-FORFEITURES	20,500.00	5,971.30	5,971.30	29.13	0.00	14,528.70
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	20,500.00	5,971.30	5,971.30	29.13	0.00	14,528.70
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(16,200.00)	(5,816.19)	(5,338.44)	32.95	0.00	(10,861.56)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	180.43	831.26	35.37	0.00	1,518.74
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	2,350.00	180.43	831.26	35.37	0.00	1,518.74
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
814-MUNICIPAL COURT	8,000.00	47.65	3,614.12	45.18	0.00	4,385.88
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	8,000.00	47.65	3,614.12	45.18	0.00	4,385.88
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(5,650.00)	132.78	(2,782.86)	49.25	0.00	(2,867.14)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	8,169.04	8,694.71	511.45	0.00	(6,994.71)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,700.00	8,169.04	8,694.71	511.45	0.00	(6,994.71)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
815-ROBERT LEE BROTHERS	30,600.00	81.16	12,847.18	41.98	0.00	17,752.82
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	30,600.00	81.16	12,847.18	41.98	0.00	17,752.82
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(28,900.00)	8,087.88	(4,152.47)	14.37	0.00	(24,747.53)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	619.37	2,442.51	16.79	0.00	12,107.49
*** TOTAL REVENUES ***	14,550.00	619.37	2,442.51	16.79	0.00	12,107.49
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)	619.37	2,442.51	4.04~	0.00	(62,892.51)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2024

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	100,049.51	351,024.02	30.91	0.00	784,725.98
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,135,750.00	100,049.51	351,024.02	30.91	0.00	784,725.98
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	3,258,053.58	41,058.68	170,796.78	5.24	0.00	3,087,256.80
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	3,258,053.58	41,058.68	170,796.78	5.24	0.00	3,087,256.80
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(2,122,303.58)	58,990.83	180,227.24	8.49-	0.00	(2,302,530.82)
	=====	=====	=====	=====	=====	=====

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>100-GENERAL FUND</u>			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	1,122,093.87	
100 1-001.501	CASH-GENERAL FUND RBFCU	0.00	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	154,803.70	
100 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	0.00	
	TOTAL CASH	1,276,897.57	
<u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		0.00
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		68,603.15
	TOTAL INVESTMENTS		68,603.15
<u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		2,811,583.11
100 1-104.003	TEXPOOL-CLFRF PART II - ARPA		0.00
	TOTAL POOLED INVESTMENTS		2,811,583.11
	TOTAL 100-GENERAL FUND	1,276,897.57	2,880,186.26
<u>203-JB WELLS FUND</u>			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(20,879.51)	
	TOTAL CASH	(20,879.51)	
	TOTAL 203-JB WELLS PARK FUND	(20,879.51)	0.00
<u>210-ELECTRIC FUND</u>			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	(156,213.92)	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	162,314.92	
	TOTAL CASH	6,101.00	

CASH & INVESTMENTS BY FUND

AS OF: JANUARY 31ST, 2024

JANUARY 31ST, 2024

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		2,147,551.60
	TOTAL POOLED INVESTMENTS		2,147,551.60
	TOTAL 210-ELECTRIC FUND	6,101.00	2,147,551.60
<u>220-WATER FUND</u>			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	492,004.04	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	26,514.00	
	TOTAL CASH	518,518.04	
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		2,027,445.79
220 1-104.103	TEXPOOL - CO SERIES 2019		0.00
	TOTAL POOLED INVESTMENTS		2,027,445.79
	TOTAL 220-WATER FUND	518,518.04	2,027,445.79
<u>230-WASTEWATER FUND</u>			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	474,162.54	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	300.00	
	TOTAL CASH	474,462.54	
<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		1,256,458.70
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		1,256,458.70
	TOTAL 230-WASTEWATER FUND	474,462.54	1,256,458.70

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
240-SOLID WASTE			
=====			
CASH			
240 1-001.000	CASH - SOLID WASTE FUND	160,106.12	

	TOTAL CASH	160,106.12	

	TOTAL 240-SOLID WASTE FUND	160,106.12	0.00
<hr/>			
250-DSF PROPRIETARY			
=====			
CASH			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	

	TOTAL CASH	0.00	

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

	TOTAL CASH	0.00	

	TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	0.00
<hr/>			
400-DSF GOVERNMENTAL ACTI			
=====			
CASH			
400 1-001.000	CASH - CONTROL ACCOUNT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	1,040,083.62	

	TOTAL CASH	1,040,083.62	

	TOTAL 400-DSF GOVERNMENT ACTIVITIES	1,040,083.62	0.00
<hr/>			

CASH & INVESTMENTS BY FUND

AS OF: JANUARY 31ST, 2024

JANUARY 31ST, 2024

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	899,110.09	
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		899,110.09	
TOTAL 500-HOTEL/MOTEL FUND		899,110.09	0.00

501-MEMORIAL MUSEUM FUND

<u>CASH</u>			
501 1-001.000	CASH - CONTROL ACCOUNT	0.00	
501 1-001.503	CASH - MUSEUM FUNDS	11,592.85	
TOTAL CASH		11,592.85	
TOTAL 501-MEMORIAL MUSEUM FUND		11,592.85	0.00

502-FORFEITURES

<u>CASH</u>			
502 1-001.000	CASH - CONTROL ACCOUNT	(2,532.26)	
502 1-001.504	CASH - FORFEITURES FEDERAL	32,991.29	
502 1-001.505	CASH - FORFEITURES STATE	2,102.60	
TOTAL CASH		32,561.63	
TOTAL 502-FORFEITURE FUND		32,561.63	0.00

503-MUNICIPAL COURT

<u>CASH</u>			
503 1-001.000	CASH - CONTROL ACCOUNT	0.00	
503 1-001.505	CASH - MUN CRT CHILD SAFETY	1,627.58	
503 1-001.506	CASH - MUN CRT SECURITY	19,969.42	
503 1-001.507	CASH - MUN CRT TECH	1,148.32	

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
503 1-001.508	CASH - SPECIAL EXPENSE	3,501.14	
TOTAL CASH		26,246.46	
TOTAL 503-MUNICIPAL COURT		26,246.46	0.00

504-ROBERT L. BROTHERS

CASH			
504 1-001.000	CASH - CONTROL ACCOUNT	0.00	
504 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	44,336.64	
TOTAL CASH		44,336.64	
TOTAL 504-ROBERT LEE BROTHERS FUND		44,336.64	0.00

505-PEG FRANCHISE FUND

CASH			
505 1-001.000	CASH - CONTROL ACCOUNT	0.00	
505 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	148,481.67	
TOTAL CASH		148,481.67	
TOTAL 505-PEG FRANCHISE FUND		148,481.67	0.00

575-CAPITAL PROJECTS-GOV

CASH			
575 1-001.000	CASH - CONTROL ACCOUNT	0.00	
TOTAL CASH		0.00	
TOTAL 575-CAPITAL PROJECTS-GOV.		0.00	0.00

700-COMPONENT UNIT

CASH			
700 1-001.000	CASH - CONTROL ACCOUNT	0.00	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,321,872.64	
TOTAL CASH		2,321,872.64	

CASH & INVESTMENTS BY FUND

AS OF: JANUARY 31ST, 2024

JANUARY 31ST, 2024

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		519,148.74
TOTAL POOLED INVESTMENTS			519,148.74
TOTAL 700-GONZALES ECONOMIC DEV		2,321,872.64	1,538,191.62
FUND TOTAL OTHER INVESTMENTS			1,087,646.03
FUND TOTAL POOLED INVESTMENTS			8,762,187.94
TOTAL CASH AND INVESTMENTS		6,939,491.36	9,849,833.97
*** END OF REPORT ***			

CITY OF GONZALES PORTFOLIO
QUARTERLY REPORT FOR THE PERIOD ENDING
12/31/2023

Description	Yield Rate	Purchase / Renewal Date	Maturity Date	Book Value 09/30/23	Market Value 09/30/23	Accrued Interest 09/30/23	Book Value 12/31/23	Market Value 12/31/23	Accrued Interest 12/31/23
<u>Investment Pools</u>									
Texpool -General Fund	N/A	N/A	N/A	2,773,890.22	2,773,890.22	36,380.34	2,811,583.11	2,811,583.11	37,692.89
Texpool -Electric Fund	N/A	N/A	N/A	2,118,760.96	2,118,760.96	27,788.12	2,147,551.60	2,147,551.60	28,790.64
Texpool -Water Fund	N/A	N/A	N/A	2,000,265.41	2,000,265.41	26,234.04	2,027,445.79	2,027,445.79	27,180.38
Texpool -Wastewater Fund	N/A	N/A	N/A	1,239,614.30	1,239,614.30	16,257.85	1,256,458.70	1,256,458.70	16,844.40
Texpool -Coronavirus Local Fiscal Recovery	N/A	N/A	N/A	201,646.78	201,646.78	5,684.95	0.00	0.00	-
Texpool -Cert. of Obligation 2019	N/A	N/A	N/A	0.00	0.00	-	0.00	0.00	-
RBFCU - Savings Account	N/A	N/A	N/A	0.00	0.00	-	0.00	0.00	-
<u>Certificates of Deposit</u>									
General Fund - (RBFCU) 100-1-103.410	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.00	-
Electric Fund - (SSB) 210-1-103.410	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.00	-
Wastewater Fund - (SSB) 230-1-103.411	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.00	-
TOTAL PORTFOLIO				8,334,177.67	8,334,177.67	112,345.30	8,243,039.20	8,243,039.20	0.00

CITY OF GONZALES PORTFOLIO SUMMARY
 Activity for Quarter Ending
 December 31, 2023

	Book Value	Market Value	Ratio
Total Investments at beginning of Quarter	8,334,177.67	8,334,177.67	100.00%
Investment Pool Interest Reinvested	110,508.31	110,508.31	
Investment Pool Increases	0.00	0.00	
Investment Pool Withdrawals	201,646.78	201,646.78	
Agency Security Purchases	0.00	0.00	
Agency Security Maturities/Called	0.00	0.00	
Certificate of Deposit Purchases	0.00	0.00	
CD Interest Reinvested	0.00	0.00	
Investments at End of Quarter	8,243,039.20	8,243,039.20	100.00%

As of 12/31/2023 all investments are in compliance with the Investment Policy of the City of Gonzales.


 Laura Zella, Finance Director

 Timothy Crow, City Manager

CITY OF GONZALES PORTFOLIO
 QUARTERLY REPORT FOR THE PERIOD ENDING
 12/31/2023

<u>Weighted Average Maturity</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Percentage of Portfolio</u>	<u>Days to Maturity</u>	<u>Weighted Average</u>
TexPools & RBFCU Savings	N/A	N/A	8,243,039.20	1.000000	1	1.00
RBFCU - General Fund CD	N/A	N/A	0.00	0.000000	0	0.00
Lone Star Bank - Electric CD	N/A	N/A	0.00	0.000000	0	0.00
Lone Star Bank - Wastewater CD	N/A	N/A	0.00	0.000000	0	0.00
TOTAL PORTFOLIO			8,243,039.20	100%	1	1.00

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2024-6 Closing and Abandoning to the abutting property owner, Portions of certain unimproved streets lying within the municipal boundaries

DATE: Febraury 8, 2024

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. 2024-6

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 City Council of the City of Gonzales hereby finds the City is authorized to sell portions of city streets that have never been opened or used by the public for street purposes.

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 8th day of February, 2024.

CITY OF GONZALES

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary