

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

CLOSED SESSION

- 1.1 (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) TXGN-2022-6

RETURN TO OPEN SESSION

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

STAFF/BOARD REPORTS

- 3.1 Finance Director, Laura Zella will provide feedback on any questions regarding:
- Financial Reports for funds as of February 29, 2024

- Cash & Investment by Fund as of February 29, 2024
- 3.2 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

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.

- 4.1 **Minutes** - Approval of the minutes for the February 8, 2024 Regular Meeting and February 27, 2024 Workshop
- 4.2 Certification of Unopposed Candidate and Order of Cancellation:
Council District 1-Joseph Kridler
- 4.3 Discuss, Consider & Possible Action on **Resolution #2024-16** Authorizing the use of City Property for the 2024 Jim Price Clean Up on April 20, 2024
- 4.4 Discuss, Consider & Possible Action on **Resolution #2024-17** Authorizing designated street closures of the 400 Block of St. John Street for the Sacred Heart Church Festival on June 1, 2024
- 4.5 Discuss, Consider & Possible Action on **Resolution #2024-18** Authorizing the City Manager to Execute an Agreement with Jay Hilscher DBA Lone Star Relays, LLC. for the designated street closures and consumption of alcohol on public property for the Texas Independence Relay on March 23, 2024
- 4.6 Discuss, Consider & Possible Action on **Resolution #2024-19** 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 Main Street, Inc concerning improvements to the Main Street District
- 4.7 Discuss, Consider & Possible Action on **Resolution #2024-20** Approving a Performance Agreement by and between the Gonzales Economic Development Corporation, a Type B Economic Development Corporation, and a Non-Profit Corporation, and Next Concept Motorsports, generally located at 1839 St Lawrence St, Gonzales, Texas
- 4.8 Discuss, Consider & Possible Action on **Resolution #2024-21** Approving a Contract for Services Agreement to Provide Consulting and related services by and between the Gonzales Economic Development Corporation and The Retail Coach

- 4.9 Discuss, Consider & Possible Action on **Resolution #2024-22** Authorizing the City Manager to Enter into a Five (5) Year Substation Inspection, Maintenance and Testing Agreement with Lower Colorado River Authority (LCRA)

RESOLUTION

- 5.1 Discuss, Consider & Possible Action on **Resolution #2024-23** Authorizing the City Manager to Solicit Proposals for Municipal Solid Waste Collection, Disposal and Recycling services in the manner most advantageous to the City of Gonzales
- 5.2 Discuss, Consider & Possible Action on **Resolution #2024-24** Authorizing the appointments to the Gonzales Convention & Visitors Bureau and Main Street Advisory Board
- 5.3 Discuss, Consider & Possible Action on **Resolution #2024-25** Accepting the Proposal and Awarding the Contract to LSPS Solutions, LLC. to Develop an Inventory of Water Service Lines and Compiling Data to comply with the USEPA's Lead and Copper Rule Revisions issued on January 15, 2021
- 5.4 Discuss, Consider & Possible Action on **Resolution #2024-26** Authorizing the City Manager to negotiate and execute an amended Contract with the Chamber of Commerce for the hosting and operations of the Gonzales Visitor Information Center
- 5.5 Discuss, Consider & Possible Action on **Resolution #2024-27** Approving Work Order #75 in the amount of \$69,750 for Engineering, Surveying, CMT and Construction Administration Services for the 2024 Street Improvement Projects

OTHER BUSINESS

- 6.1 Public Hearing, Discussion & Possible Action on **Resolution #2024-28** Authorizing the City Manager to submit, and accept if awarded, an application and associated documents to the Office of the Governor, for up to \$80,000 in Operation Lone Star Grant Funds, for the Purchase of License Plate Readers and overtime for the Gonzales Police Department Officers and Dispatchers
- 6.2 Public Hearing, Discussion & Possible Action on **Resolution #2024-29** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Texas General Land Office (GLO) for \$2,999,400 in CDBG-MIT grant funds for Infrastructure Improvements to Mitigate the Impact of Future Flooding Events
- 6.3 Public Hearing, Discussion & Possible Action on **Resolution #2024-30** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Texas General Land Office (GLO) for grant funding, not to exceed \$200,000, to the Resilient Communities Program (RCP) for the update of the City of Gonzales Comprehensive Plan

ORDINANCE

- 7.1 Discussion & Possible Action on **Ordinance #2024-7** Amending Chapter 2 Animal Control of the City of Gonzales Code of Ordinances

- 7.2 Discussion & Possible Action on **Ordinance #2024-8** Authorizing amendments to the City of Gonzales Code of Ordinances 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

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 March 14, 2024, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 8th day of March, 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.

FINANCIAL REPORTS FOR FUNDS AS OF 2/29/2024

CASH & INVESTMENT BY FUND AS OF 2/29/2024

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: FEBRUARY 29TH, 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	269,255.54	1,721,595.09	54.88	0.00	1,415,326.91
402-FRANCHISE REVENUE	1,904,888.00	18,661.19	552,582.49	29.01	0.00	1,352,305.51
403-LICENSE/FEE/PERMITS	106,325.00	5,298.02	29,440.73	27.69	0.00	76,884.27
404-PARKS FEES REVENUE	362,565.00	21,267.74	111,968.87	30.88	0.00	250,596.13
405-MUNICIPAL COURT REVEN	51,531.00	7,255.56	20,769.82	40.31	0.00	30,761.18
406-MISCELLANEOUS REVENUE	726,196.00	21,047.74	135,966.71	18.72	0.00	590,229.29
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	75,900.00	0.00	51,640.46	82.19	0.00	13,359.54
409-OTHER FINANCING REVEN	115,298.00	18,307.91	28,048.41	24.33	0.00	87,249.59
410-TRANSFERS	3,019,873.00	0.00	1,270,402.96	42.07	0.00	1,749,470.04
*** TOTAL REVENUES ***	9,498,598.00	361,093.70	3,932,415.54	41.40	0.00	5,566,182.46
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	92,312.00	3,047.00	28,609.29	30.99	0.00	63,702.71
102-CITY MANAGER DEPART	199,681.00	14,570.34	79,302.87	39.71	0.00	120,378.13
103-COMMUNITY DEVELOPMENT	68,406.00	188.36	18,466.95	27.00	0.00	49,939.05
104-NON-DEPARTMENTAL	392,342.00	20,028.54	233,501.45	61.17	6,486.58	152,353.97
105-MAIN STREET DEPARTMEN	130,709.00	7,821.50	41,231.33	31.54	0.00	89,477.67
107-BUILDING MAINTENANCE	291,321.00	19,451.09	110,076.90	37.79	0.00	181,244.10
108-CITY SECRETARY DEP	264,407.00	14,290.39	108,003.00	40.85	0.00	156,404.00
109-FINANCE DEPARTMENT	605,583.00	34,520.43	201,064.76	33.20	0.00	404,518.24
201-PARKS DEPARTMENT	739,238.00	38,992.40	250,872.15	33.94	0.00	488,365.85
202-SWIMMING POOL DEPARTM	36,573.00	602.01	1,098.77	3.00	0.00	35,474.23
203-JB WELLS	0.00	0.00	0.00	0.00	0.00	0.00
204-RECREATION DEPARTMENT	21,270.00	602.01	915.01	4.30	0.00	20,354.99
205-MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
206-INDEPENDENCE GOLF CO	322,316.00	21,110.12	104,469.11	32.41	0.00	217,846.89
301-FIRE DEPARTMENT	1,630,242.92	160,425.48	784,997.47	51.24	50,391.42	794,854.03
501-POLICE DEPARTMENT	2,980,106.72	178,833.62	1,199,894.30	40.70	13,104.36	1,767,108.06
504-ANIMAL CONTROL DEPART	200,733.00	14,964.58	83,236.93	41.47	0.00	117,496.07
550-MUNICIPAL COURT DEPT.	123,624.00	6,438.65	45,164.28	36.53	0.00	78,459.72
602-AIRPORT DEPARTMENT	121,054.00	740.44	13,757.38	11.36	0.00	107,296.62
603-STREETS DEPARTMENT	806,622.07	38,474.75	458,305.97	56.82	0.00	348,316.10
650-LIBRARY DEPARTMENT	325,951.00	23,905.35	125,234.82	38.42	0.00	200,716.18
660-MUSEUM DEPARTMENT	115,161.00	8,019.77	31,509.20	27.36	0.00	83,651.80
*** TOTAL EXPENDITURES ***	9,467,652.71	607,026.83	3,919,711.94	42.14	69,982.36	5,477,958.41
** REVENUES OVER(UNDER) EXPENDITURES **	30,945.29	(245,933.13)	12,703.60	185.10-	(69,982.36)	88,224.05

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	50,547.00	212,391.16	31.66	0.00	458,458.84
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	670,850.00	50,547.00	212,391.16	31.66	0.00	458,458.84
EXPENDITURE SUMMARY						
203-JB WELLS PARK	932,121.00	46,818.99	210,627.09	22.60	0.00	721,493.91
*** TOTAL EXPENDITURES ***	932,121.00	46,818.99	210,627.09	22.60	0.00	721,493.91
** REVENUES OVER (UNDER) EXPENDITURES **	(261,271.00)	3,728.01	1,764.07	0.68-	0.00	(263,035.07)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 29TH, 2024

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	902,461.95	4,115,905.78	37.65	0.00	6,817,037.22
750-REVENUE COLLECTION	279,302.00	1,528.12	112,056.12	40.12	0.00	167,245.88
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	903,990.07	4,227,961.90	37.71	0.00	6,984,283.10
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EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	11,281,938.77	69,277.01	3,532,625.56	39.24	894,748.87	6,854,564.34
750-REVENUE COLLECTIONS	321,669.00	20,829.15	131,425.82	40.86	0.00	190,243.18
809-HYDRO PLANT CONST.	147,700.00	127,000.00	127,000.00	85.99	0.00	20,700.00
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*** TOTAL EXPENDITURES ***	11,751,307.77	217,106.16	3,791,051.38	39.87	894,748.87	7,065,507.52
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** REVENUES OVER (UNDER) EXPENDITURES **	(539,062.77)	686,883.91	436,910.52	84.93	(894,748.87)	(81,224.42)
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FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 2024

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	249,268.51	1,157,393.36	36.07	0.00	2,051,046.64
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*** TOTAL REVENUES ***	3,208,440.00	249,268.51	1,157,393.36	36.07	0.00	2,051,046.64
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EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	3,493,020.03	53,460.45	1,082,325.77	31.94	33,237.05	2,377,457.21
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*** TOTAL EXPENDITURES ***	3,493,020.03	53,460.45	1,082,325.77	31.94	33,237.05	2,377,457.21
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** REVENUES OVER (UNDER) EXPENDITURES **	(284,580.03)	195,808.06	75,067.59	14.70-	(33,237.05)	(326,410.57)
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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	139,291.07	687,036.85	39.45	0.00	1,054,563.15
731-W/W GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	1,741,600.00	139,291.07	687,036.85	39.45	0.00	1,054,563.15
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,541,943.00	47,916.43	503,104.24	35.15	38,840.00	999,998.76
731-W/W GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	1,541,943.00	47,916.43	503,104.24	35.15	38,840.00	999,998.76
** REVENUES OVER (UNDER) EXPENDITURES **	199,657.00	91,374.64	183,932.61	72.67	(38,840.00)	54,564.39

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 29TH, 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	72,086.55	349,297.65	39.84	0.00	527,452.35
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*** TOTAL REVENUES ***	876,750.00	72,086.55	349,297.65	39.84	0.00	527,452.35
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EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	850,468.00	63,450.73	348,817.31	41.35	2,831.13	498,819.56
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*** TOTAL EXPENDITURES ***	850,468.00	63,450.73	348,817.31	41.35	2,831.13	498,819.56
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** REVENUES OVER (UNDER) EXPENDITURES **	26,282.00	8,635.82	480.34	8.94-	(2,831.13)	28,632.79
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400-DSF GOVERNMENT ACTIVITIES

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

REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	828,200.00	0.00	682,428.91	82.40	0.00	145,771.09
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*** TOTAL REVENUES ***	828,200.00	0.00	682,428.91	82.40	0.00	145,771.09
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EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	815,200.00	0.00	655,800.00	80.45	0.00	159,400.00
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*** TOTAL EXPENDITURES ***	815,200.00	0.00	655,800.00	80.45	0.00	159,400.00
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** REVENUES OVER (UNDER) EXPENDITURES **	13,000.00	0.00	26,628.91	204.84	0.00	(13,628.91)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: FEBRUARY 29TH, 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	11,312.00	117,243.62	20.39	0.00	457,756.38
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
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*** TOTAL REVENUES ***	575,000.00	11,312.00	117,243.62	20.39	0.00	457,756.38
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EXPENDITURE SUMMARY						
811-HOTEL MOTEL	653,284.00	15,250.00	192,342.44	29.44	0.00	460,941.56
815-RLB	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL EXPENDITURES ***	653,284.00	15,250.00	192,342.44	29.44	0.00	460,941.56
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** REVENUES OVER(UNDER) EXPENDITURES **	(78,284.00)	(3,938.00)	(75,098.82)	95.93	0.00	(3,185.18)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: FEBRUARY 29TH, 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	1.45	1,136.20	45.45	0.00	1,363.80
*** TOTAL REVENUES ***	2,500.00	1.45	1,136.20	45.45	0.00	1,363.80
EXPENDITURE SUMMARY						
812-MEMORIAL MUSEUM	9,000.00	0.00	0.00	0.00	0.00	9,000.00
*** TOTAL EXPENDITURES ***	9,000.00	0.00	0.00	0.00	0.00	9,000.00
** REVENUES OVER (UNDER) EXPENDITURES **	(6,500.00)	1.45	1,136.20	17.48-	0.00	(7,636.20)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 29TH, 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	0.00	632.86	14.72	0.00	3,667.14
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*** TOTAL REVENUES ***	4,300.00	0.00	632.86	14.72	0.00	3,667.14
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EXPENDITURE SUMMARY						
813-FORFEITURES	20,500.00	0.00	5,971.30	29.13	0.00	14,528.70
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*** TOTAL EXPENDITURES ***	20,500.00	0.00	5,971.30	29.13	0.00	14,528.70
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** REVENUES OVER (UNDER) EXPENDITURES **	(16,200.00)	0.00	(5,338.44)	32.95	0.00	(10,861.56)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 29TH, 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	92.07	923.33	39.29	0.00	1,426.67
*** TOTAL REVENUES ***	2,350.00	92.07	923.33	39.29	0.00	1,426.67
EXPENDITURE SUMMARY						
814-MUNICIPAL COURT	8,000.00	47.65	3,661.77	45.77	0.00	4,338.23
*** TOTAL EXPENDITURES ***	8,000.00	47.65	3,661.77	45.77	0.00	4,338.23
** REVENUES OVER (UNDER) EXPENDITURES **	(5,650.00)	44.42	(2,738.44)	48.47	0.00	(2,911.56)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 29TH, 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	4,000.00	12,694.71	746.75	0.00	(10,994.71)
*** TOTAL REVENUES ***	1,700.00	4,000.00	12,694.71	746.75	0.00	(10,994.71)
EXPENDITURE SUMMARY						
815-ROBERT LEE BROTHERS	30,600.00	3,945.55	17,844.10	66.94	2,639.92	10,115.98
*** TOTAL EXPENDITURES ***	30,600.00	3,945.55	17,844.10	66.94	2,639.92	10,115.98
** REVENUES OVER(UNDER) EXPENDITURES **	(28,900.00)	54.45	(5,149.39)	26.95	(2,639.92)	(21,110.69)

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	2,704.37	5,146.88	35.37	0.00	9,403.12
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	14,550.00	2,704.37	5,146.88	35.37	0.00	9,403.12
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
816-PEG FRANCHISE	75,000.00	0.00	0.00	0.00	0.00	75,000.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	75,000.00	0.00	0.00	0.00	0.00	75,000.00
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(60,450.00)	2,704.37	5,146.88	8.51-	0.00	(65,596.88)
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 29TH, 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	84,946.68	438,498.63	38.61	0.00	697,251.37
*** TOTAL REVENUES ***	1,135,750.00	84,946.68	438,498.63	38.61	0.00	697,251.37
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	3,258,053.58	27,812.56	468,092.50	14.37	0.00	2,789,961.08
*** TOTAL EXPENDITURES ***	3,258,053.58	27,812.56	468,092.50	14.37	0.00	2,789,961.08
** REVENUES OVER (UNDER) EXPENDITURES **	(2,122,303.58)	57,134.12	(29,593.87)	1.39	0.00	(2,092,709.71)

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

=====

CASH

100 1-001.000	CASH - GENERAL FUND	134,783.06	
100 1-001.501	CASH-GENERAL FUND RBFCU	0.00	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	160,223.17	
100 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	0.00	

TOTAL CASH		295,006.23	
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INVESTMENTS

100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		0.00
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		71,652.37

TOTAL INVESTMENTS			71,652.37
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POOLED INVESTMENTS

100 1-104.002	TEXPOOL- GENERAL FUND		3,424,347.63
100 1-104.003	TEXPOOL-CLFRF PART II - ARPA		0.00

TOTAL POOLED INVESTMENTS			3,424,347.63
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TOTAL 100-GENERAL FUND		295,006.23	3,496,000.00
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203-JB WELLS FUND

=====

CASH

203 1-001.000	CASH - JB WELLS	20,569.33	
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TOTAL CASH		20,569.33	
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TOTAL 203-JB WELLS PARK FUND		20,569.33	0.00
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210-ELECTRIC FUND

=====

CASH

210 1-001.000	CASH - ELECTRIC FUND	250,684.33	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	161,476.00	

TOTAL CASH		412,160.33	
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CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 29TH, 2024

FEBRUARY 29TH, 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		2,157,301.45

TOTAL POOLED INVESTMENTS			2,157,301.45

TOTAL 210-ELECTRIC FUND	(89,208.33)		2,157,301.45
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220-WATER FUND			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	574,079.86	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	25,914.00	

TOTAL CASH		599,993.86	
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		2,036,650.30
220 1-104.103	TEXPOOL - CO SERIES 2019		0.00

TOTAL POOLED INVESTMENTS			2,036,650.30

TOTAL 220-WATER FUND	599,993.86		2,036,650.30
<hr/>			
230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	519,613.45	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	300.00	

TOTAL CASH		519,913.45	
<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		1,262,162.95
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			1,262,162.95

TOTAL 230-WASTEWATER FUND	519,913.45		1,262,162.95

CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 29TH, 2024

FEBRUARY 29TH, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
240-SOLID WASTE			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	162,624.58	

TOTAL CASH		162,624.58	

TOTAL 240-SOLID WASTE FUND		162,624.58	0.00
<hr/>			
250-DSF PROPRIETARY			
=====			
<u>CASH</u>			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	

TOTAL CASH		0.00	

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

TOTAL CASH		0.00	

TOTAL 300-CAPITAL PROJECTS-BUSINESS		0.00	0.00
<hr/>			
400-DSF GOVERNMENTAL ACTI			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCOUNT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	384,783.62	

TOTAL CASH		384,783.62	

TOTAL 400-DSF GOVERNMENT ACTIVITIES		384,783.62	0.00
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CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 29TH, 2024

FEBRUARY 29TH, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500-HOTEL/MOTEL FUND			
=====			
CASH			
500 1-001.000	CASH - CONTROL ACCOUNT	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	196,675.21	
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		196,675.21	
POOLED INVESTMENTS			
500 1-104.001	TEXPOOL - HOTEL MOTEL FUND		600,000.00
TOTAL POOLED INVESTMENTS			600,000.00
TOTAL 500-HOTEL/MOTEL FUND		196,675.21	600,000.00
501-MEMORIAL MUSEUM FUND			
=====			
CASH			
501 1-001.000	CASH - CONTROL ACCOUNT	0.00	
501 1-001.503	CASH - MUSEUM FUNDS	11,594.38	
TOTAL CASH		11,594.38	
TOTAL 501-MEMORIAL MUSEUM FUND		11,594.38	0.00
502-FORFEITURES			
=====			
CASH			
502 1-001.000	CASH - CONTROL ACCOUNT	0.00	
502 1-001.504	CASH - FORFEITURES FEDERAL	27,019.99	
502 1-001.505	CASH - FORFEITURES STATE	5,541.64	
TOTAL CASH		32,561.63	
TOTAL 502-FORFEITURE FUND		32,561.63	0.00

CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 29TH, 2024 FEBRUARY 29TH, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
503-MUNICIPAL COURT			
=====			

CASH			
503 1-001.000	CASH - CONTROL ACCOUNT	(47.65)	
503 1-001.505	CASH - MUN CRT CHILD SAFETY	1,652.58	
503 1-001.506	CASH - MUN CRT SECURITY	19,981.47	
503 1-001.507	CASH - MUN CRT TECH	1,164.39	
503 1-001.508	CASH - SPECIAL EXPENSE	3,540.09	
TOTAL CASH		26,290.88	
TOTAL 503-MUNICIPAL COURT		26,290.88	0.00

504-ROBERT L. BROTHERS

=====

CASH			
504 1-001.000	CASH - CONTROL ACCOUNT	(141.86)	
504 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	47,112.13	
TOTAL CASH		46,970.27	
TOTAL 504-ROBERT LEE BROTHERS FUND		46,970.27	0.00

505-PEG FRANCHISE FUND

=====

CASH			
505 1-001.000	CASH - CONTROL ACCOUNT	0.00	
505 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	151,186.04	
TOTAL CASH		151,186.04	
TOTAL 505-PEG FRANCHISE FUND		151,186.04	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

CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 29TH, 2024 FEBRUARY 29TH, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
700-COMPONENT UNIT			
=====			
CASH			
700 1-001.000	CASH - CONTROL ACCOUNT	(100.87)	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,111,036.11	

TOTAL CASH		2,110,935.24	
INVESTMENTS			
700 1-103.413	CERT OF DEPOSIT -FNB GONZALES		1,019,042.88

TOTAL INVESTMENTS			1,019,042.88
POOLED INVESTMENTS			
700 1-104.001	TEXPOOL - ECONOMIC DEVELOPMENT		521,505.69

TOTAL POOLED INVESTMENTS			521,505.69
		-----	-----
TOTAL 700-GONZALES ECONOMIC DEV		2,110,935.24	1,540,548.57
		-----	-----
FUND TOTAL OTHER INVESTMENTS			1,090,695.25
FUND TOTAL POOLED INVESTMENTS			10,001,968.02

TOTAL CASH AND INVESTMENTS		4,428,457.65	11,092,663.27
		=====	=====

*** END OF REPORT ***

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

The regular meeting of the City Council was held on **February 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	Absent

STAFF PARTICIPATING:

Tim Crow-City Manager, Kristina Vega-City Secretary, Laura Zella-Finance Director, Erica Leopold-Administrative Assistant, Gayle Autry-Police Chief, Tammy West-Police Lt., Tiffany Hutchinson-Padilla-Main Street Director, Susan Sankey-Economic Development Director, Ralph Camarillo-Parks Director, and Ryan Wilkerson-Water 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 presented the council members with Tea Cakes for the upcoming Valentine's Day and acknowledged and thanked Mrs. Sucher for making the tea cakes. Mayor Sucher announced attending the Region 11 Guadalupe Regional Flood Planning Group meeting in early January in Seguin, and acknowledged Gonzales local resident Matt Koone for being voted onto the board. Mayor Sucher acknowledged touring the Bluebonnet Trails Juvenile Mental Health Facility that is being built by the Seguin Juvenile System. Mayor Sucher announced attending a Guadalupe-Blanco River Authority meeting along with City Manager, Tim Crow and acknowledged that the a portion of the Gonzales area of the Guadalupe River is a prime habitat for two specific rare mussels. Mayor Sucher announced attending the Gonzales ISD Strategic Vision Annual Followup and acknowledged Dr. A and the entire GISD team for their comprehensive planning. Mayor Sucher gave an overview of all upcoming events related to Texas Independence Day. Mayor Sucher commended Council Member Koepp and Dr. A for their speeches at the Annual Dr. Martin Luther King Day Celebration.
- Recognition of actions by City employees-None
- Recognition of actions by community volunteers-None

HEARING OF RESIDENTS

Braxton Zella from the Texas Disposal Systems(TDS) spoke in reference to the upcoming contract renewal to take place in September of 2024, Braxton asked to be have TDS be consider in the competitive bidding process over the current contract that is held with Frontier Waste Solutions.

Mayor Sucher requested to take a minute to have a moment of silence to honor 5 fallen soldiers of recent events: Christopher Chambers- 37, Nathan Ingram- 27, Brianna Moffatt- 23, William Rivers- 46, and Kennedy Ladon Sander- 24.

STAFF/BOARD REPORT

6.3 City Manager, Tim Crow updated the City Council on the following:

- Timeline on Capital Improvement and Departmental Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

PRESENTATION

- 1.1 Edwards Association President, Mr. David Tucs gave 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 provided a presentation regarding fiber optic lines on poles or underground to offer advanced technology broadband internet services to subscribing customer homes. Cort Petterson, Director of Operations and Ryan O'Neill, Direct of Operations assisted David with Council Members follow up questions.

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

ACTION: Items 2.1 through 2.8

APPROVED

Council Member Kridler moved to approve the consent agenda Items 2.1 through 2.8. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

RESOLUTION

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

ACTION: Item 3.1

APPROVED

Council Member Koepp moved to approve **Resolution #2024-13** Rescheduling the May 9, 2024 Regular City Council Meeting to May 14, 2024. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

RESOLUTION

- 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)

ACTION: Item 3.2

APPROVED

Council Member Kridler moved to approve **Resolution #2024-14** Authorizing the City Manager to Enter into a Five (5) Year Engineering System Study with Lower Colorado River Authority (LCRA). Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

RESOLUTION

- 3.3 Public Hearing to Discuss, Consider and 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

ACTION: Item 3.3

APPROVED

Mayor Sucher opened the Public Hearing for the following item at 7:09 p.m:

Public Hearing to Discuss, Consider and 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

No public comments

Janey Tieken delivered the grant presentation.

Mayor Sucher closed the public hearings at 7:11 p.m.

Council Member Koepp moved to approve **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. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

OTHER BUSINESS

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

The City Council engaged in discussion regarding the 2025 Bicentennial Committee and agreed to appoint Steve Sucher and Ronda Miller to the 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

ACTION: Item 5.1

APPROVED

Mayor Sucher opened the Public Hearing for the following item at 7:16pm

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

Bryce Cox delivered the staff report presentation.

No public comments.

Mayor Sucher closed the public hearings at 7:26 p.m.

Council Member Kridler moved to approve **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. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 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

ACTION: Item 5.2

APPROVED

Mayor Sucher opened the Public Hearing for the following item at 7:27p.m.

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

Bryce Cox delivered the staff report presentation.

No public comments.

Mayor Sucher closed the public hearings at 7:54 p.m.

Council Member Kridler moved to approve **Ordinance #2024-5** Authorizing amendments to the City of Gonzales Code of Ordinances Chapter 14, Articles 14.406 regarding nonconforming uses and structures and to table any action regarding 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 until the March 14, 2024 Regular City Council Meeting. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

STAFF/BOARD REPORTS

- 6.1 Finance Director, Laura Zella provided 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

No questions were asked regarding the report.

- 6.2 Gonzales Economic Development Director, Susan Sankey provided an update regarding marketing and branding for the Gonzales Economic Development Corporation

No questions were asked regarding the report.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 8:03 p.m.

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

The Council convened into open session at 8:13 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

Mayor Sucher asked for a motion. Council Member Koepp moved to the extend the purchasing agreement to February 22, 2024. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Koepp, Kridler, and Sucher. Against: Hernandez. The motion passed 3 to 1.

- 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

ACTION: Item 8.2

APPROVED

Council Member Kridler moved to approve **Ordinance #2024-6** Closing and Abandoning to the abutting property owner, portions of the unimproved King street lying within the municipal boundaries and authorizing the City Manager to execute the real property contract. Council Member Hernandez seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Councilmembers for items on a future City Council agenda. Council member Kridler asked that going put for bids for garbage disposal services be brought back at a later date.
- Announcements by Mayor and Councilmembers- none
- City and community events attended and to be attended- none
- Continuing education events attended and to be attended- none

ADJOURN

On a motion by Council Member Kridler and second by Council Member Hernandez, the meeting was adjourned at 8:16 p.m.

Approved this 14th day of March, 2024.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CITY COUNCIL WORKSHOP
MINUTES –February 27, 2024**

The Workshop of the City Council was held on **February 27, 2024** at 5:45 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER, INVOCATION AND PLEDGE

Mayor Sucher called the meeting to order at 5:45 p.m. and a quorum was certified.

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

STAFF PARTICIPATING:

Tim Crow-City Manager Kristina Vega-City Secretary, Susan Sankey-Economic Development Director, Tammy West-Police Lt., Wade Zella-Fire Chief, Billy Rhoades-Building Maintenance and Tiffany Hutchinson-Padilla-Main Street Director

CALL TO ORDER

HEARING OF RESIDENTS

Thomas Enriguez, Ruth Guerra, Nancy O'Donaghue and Chris Espinosa spoke regarding the Building Code and permitting process.

Thomas Enriguez and Chris Espinosa on the proposed food truck regulations.

Frank Wallace spoke in favor of standardization of permitting process and standardization of cost.

WORKSHOP

- 1.3 Presentation and discussion regarding the currently adopted 2015 Building Codes and the process moving forward to update and adopt the 2024 Building Codes

The City Council and staff engaged in discussions pertaining to the existing Building Codes and the processes to move forward with the adoption of the 2024 Building Codes. The Council welcomed comments from the public to address their concerns. Members of the public that engaged in the discussion were Ruth Guerra, Don Page, Frank Wallace, and Nancy O'Donaghue. City Manager Crow requested direction from Council regarding engaging the services of a consultant and a group of stakeholders to further review and discuss the possible adoption of the 2024 Building Codes. Council was in agreement to move forward with the process.

1.1 Discussion and direction regarding mobile food vending and mobile food vending court regulations

Bryce Cox, Contract Planner with Denton Navarro Rodriguez Bernal Santee & Zech, P.C. presented several options regarding the mobile food vending and mobile food vending court regulations. The City Council engaged in discussions with city staff and Bryce regarding the different options. The Council made the decision to review the information presented and provide recommended changes to city staff to incorporate into the proposed ordinance to be brought back to Council for consideration at the March 14th City Council meeting.

1.2 Presentation, discussion and direction regarding Historic Preservation Ordinance

Bryce Cox, Contract Planner with Denton Navarro Rodriguez Bernal Santee & Zech, P.C. presented details regarding statutory requirements of a Historic Preservation Ordinance. City Council was in consensus to not move forward with pursuing such ordinance.

ADJOURN

On a motion by Council Member Hernandez and a second by Council Member Miller, the meeting was adjourned at 8:05 p.m.

Approved this 14th day of March, 2024.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2024.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 4 de mayo de 2024.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Council District 1
(Distrito 1 del consejo)

Candidate(s) Candidato(s)

Joseph "Poochy" Kridler

Kristina Vega
Signature (Firma)

Kristina Vega
Printed name (Nombre en letra de molde)

(Seal) (sello)

City Secretary
Title (Puesto)

03/05/2024
Date of signing (Fecha de firma)

*See reverse side for instructions
(Instrucciones en el reverso)*

SAMPLE ORDER OF CANCELLATION
EJEMPLO DE ORDEN DE CANCELACIÓN

The City of Gonzales hereby cancels the election scheduled to be held on
(official name of governing body)
May 4, 2024 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)
Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

El City of Gonzales por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)
se hubiera celebrado el 4 de mayo de 2024 de conformidad, con
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:

Candidate (<i>Candidato</i>)	Office Sought (<i>Cargo al que presenta candidatura</i>)
Joseph "Poochy" Kridler	Council District 1 Distrito 1 del consejo

A copy of this order will be posted on Election Day at each polling place that would have been
used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que
se hubieran utilizado en la elección.*

President (*Presidente*)

Kristina Vega
Secretary (*Secretario*)

(seal) (*sello*)

3/14/2024
Date of adoption (*Fecha de adopción*)

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-16 Authorizing the Use of City Property for 2024 Jim Price Clean Up April 20, 2024.

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Beautification and Design Advisory Board is preparing for the annual Jim Price Clean Up Campaign on April 20, 2024. The City has utilized the parking lot at Apache Stadium for the clean-up. City Staff will be assisting with clean up and traffic flow. City staff intends to block off the parking lot on Friday, April 20, 2024 to clear the area for Frontier Waste trucks to set up. Depending on the amount of waste collected, filled trucks may need to remain at the parking area until Monday, April 22, 2024. City Staff will remove all barricades after the truck departures on Monday, April 22, 2024. A volunteer appreciation BBQ luncheon sponsored by GVEC is planned to follow the clean-up.

The Jim Price Clean Up will be part of a bigger community cleanup effort in partnership with the National Keep American Beautiful "The Great American Clean Up" campaign and the Keep Texas Beautiful "Don't Mess With Texas Trash Off" campaigns.

High-level overview includes:

- Partnering with local civic organizations and clubs to adopt an area in the community to clean up as a community service project
- Encouraging local businesses to freshen up their store fronts, curbs and sidewalks
- Encouraging residents to clean up curbs and sidewalks
- Identifying neighborhood leaders to encourage neighborhood residents to participate in cleanups and communicating to volunteers for additional support in neighborhoods
- Advisory board members to conduct a "driving survey" of our local areas to satisfy the Keep Texas Beautiful litter study requirement.

March 18-22: Announce the Jim Price Cleanup through social media, news paper, and flyers.

March 25-29: Pair volunteer groups with areas of cleanup – provide volunteers with tools (trash bags, pickers, vests, gloves) on day of desired clean up

April 1 – 5: Identify neighborhood leaders to champion cleanup campaign, continue to support local volunteer groups

April 8 – 12: Distribute Jim Price Clean up information to local residence, continue to support local volunteer groups

April 15 – 19: Work with neighborhood leaders to help residents with limited abilities to haul waste out of yards and pick up for Jim Price Drop off

April 20: Solid Waste/Bulky Trash drop off at Apache Stadium Parking Lot
(tentative) GVEC to sponsor Volunteer Appreciation Luncheon at practice field

POLICY CONSIDERATIONS:

This annual event is included within the service agreement between the City of Gonzales and Frontier Waste.

FISCAL IMPACT:

The total fiscal impact is unknown at this time.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE USE OF CITY PROPERTY FOR 2024 JIM PRICE CLEAN UP APRIL 20, 2024; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales utilizes the parking lot at Apache Stadium for the Jim Price Clean Up annually; and

WHEREAS, the event will be held from 8:00 a.m. on Saturday, April 20, 2024 until 12:00 p.m. and will have an approximate attendance of 700 people; and

WHEREAS, the solid waste disposal line up will be the same route as previous years; and

WHEREAS, the volunteer appreciation BBQ will begin at 12:30 p.m. and will be held in the practice field near the stadium; and

WHEREAS, the City Council hereby finds that said events increase the community pride in 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 city property for the Annual Jim Price Clean Up on April 20, 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 14th day of March 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

APRIL
20
8 -12 PM

**APACHE FIELD
PARKING LOT**
1520 ST PAUL STREET
GONZALES, TX 78629

**COME AND
JOIN US!**

HAVE A QUESTION?

830-672-2815



www.frontierwaste.com

GONZALES JIM PRICE CLEAN UP EVENT

BULKY ITEM GUIDELINES

- Collection will start at 8 am and end at 12 pm
- Must be a resident of Gonzales and bring a **CITY UTILITY BILL**
- Items must be dropped off at Apache Field Parking Lot 1520 St Paul Street
- Brush/tree limbs must be no longer than 4-5 ft in length and tied/grouped into manageable buckles weighing no more than 30 lbs.
- Grass and other yard debris must be bagged, weighing no more than 30 lbs.

COMMUNITY-WIDE BULKY ITEM DROP-OFF



Participants must line up along St Paul Street. Drop off line will be cut off at 12:00pm .



TOGETHER WE CAN MAKE A DIFFERENCE

ACCEPTABLE ITEMS

- Furniture (i.e couches, mattresses, tables)
- Appliances (i.e. refrigerators, ovens, TV's) Freon must be removed
- Limited amount of Construction Debris (i.e. carpeting, wood)
- **BAGGED** Small/Loose Debris (loose debris must be bagged)
- Empty and dried Paint Containers
- Other bulk items which are too large to be accepted by regular waste collection services



EXCLUDED ITEMS

- **Hazardous Chemicals** (i.e. paint, gasoline, motor oil/filters, antifreeze, fluorescent lights, pesticides, batteries, household & and pool chemicals, herbicides, flammable, corrosive, or biomedical material, etc.)
- **Rocks, Dirt/Sand, Ashes, Tires**
- **Constructive and Demolition Debris** (brick, concrete/cement, shingles, sheetrock)

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution 2024-17 Authorizing designated street closures of the 400 block of St. John Street for the Sacred Heart Church Festival on June 1, 2024

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

This item is being presented to the council for their approval. Sacred Heart has presented an event sheet to request the street closures for June 1, 2024 for their annual Sacred Heart Church Festival. The church is requesting street closures for the 400 block of St. John to include barricades to be placed at the intersection of St. Lawrence and St. John and St. Louis and St. John. This will increase the safety of the approximate 500 people that will be attending the event. During the event there will be live music and a DJ. The event begins at 7 a.m. on June 1st and ends at 12 a.m. on Sunday June 2nd.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING DESIGNATED STREET CLOSURES OF THE 400 BLOCK OF ST. JOHN STREET FOR THE SACRED HEART CHURCH FESTIVAL ON JUNE 1, 2024; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the event will be held from 7:00 a.m. on June 1, 2024 until 12:00 a.m. on June 2, 2024 and will have an approximate attendance of 500 people; and

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

WHEREAS, arrival and set up for the event will be 7:00 a.m. June 1, 2024 with take down at 7:00 a.m. on June 2, 2024 after the event concludes; and

WHEREAS, the fiscal impact to the City is an approximate in-kind cost of \$50.00 for the delivery of barricades; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes designated street closures of the 400 block of St. John Street for the Sacred Heart Church Festival from 7:00 a.m. June 1, 2024 until 12:00 a.m. on June 2, 2024, as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET



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



EVENT NAME Sacred Heart Festival
HOST ORGANIZATION Sacred Heart Church
CONTACT NAME Beatriz Segura
CONTACT CELL PHONE [REDACTED]
EVENT DATE June 1, 2024
EVENT START TIME 7am EVENT END TIME 12am
EVENT LOCATION 426 St John Street
HOLIDAY CELEBRATED Y ☒ N ☒ HOLIDAY: _____
CITY COUNCIL APPROVAL REQUIRED Y ☒ N ☐ MEETING DATE: _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 500
MUSIC Y ☒ N ☐ LIVE ☒ DJ ☒
FOOD Y ☒ N ☐
ALCOHOL Y ☐ N ☒ RESPONSIBLE PARTY _____
MOTORIZED VEHICLES Y ☐ N ☒ PARADE _____ SHOW _____
PUBLIC OR PRIVATE EVENT Public
SECURITY Y ☒ N ☐ # OFFICERS NEEDED (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y ☐ N ☒
NUMBER OF OUTLETS NEEDED NO
AMPS/WATTS NEEDED NO
TENT Y ☐ N ☒ SET UP DAY/TIME _____
TENT SIZE: _____ TAKE DOWN DAY/TIME _____

STREETS DEPARTMENT

STREETS AFFECTED Y ☒ N ☐ 400 Block of St John
BARRICADES NEEDED (max 12) Y ☒ N ☐
CONES NEEDED (max 48) Y ☐ N ☒
STREETS TO BE CLOSED Y ☒ N ☐ 400 Block of St John
SET UP TIME 7am June 1, 2024
TAKE DOWN TIME 1am June 2, 2024

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF TRASH CANS _____ (max 25)
SET UP TIME _____
TAKE DOWN TIME _____
N/A

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

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

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-18 Authorizing the City Manager to Execute an Agreement with Jay Hilscher DBA Lone Star Relays, LLC. for the Street Closures, Consumption of Alcohol on Public Property for the Texas Independence Relay on March 23, 2024

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Texas Independence Relay is a 200-mile journey tracing the route of Sam Houston and the Texan army. The relay begins in historic Gonzales and ends in downtown Houston. There were approximately 2,300 participants and spectators in 2021. Texas Independence Relay desires to enter into an agreement with the City of Gonzales to conduct the relay in 2024.

This resolution will authorize the City Manager to execute the provided agreement with Jay Hilscher DBA Lone Star Relays, LLC outlining the City's and Mr. Hilscher's responsibilities regarding the Texas Independence Relay.

The event request will grant Jay Hilscher DBA Lone Star Relays, LLC the use of the lawn of the Gonzales Memorial Museum and permit the consumption of alcoholic beverages on March 22 for the Texas Independence Relay Packet Pick-Up and closure of the 400 block of Smith Street on March 22 & 23, 2024 for the Texas Independence Relay.

POLICY CONSIDERATIONS:

The expenditure of public funds for a private enterprise requires specific approval by the City Council and must serve a public purpose. Texas Independence Relay event will result in an increase in both sales tax revenue and hotel occupancy tax revenue during the event.

FISCAL IMPACT:

The City of Gonzales will provide in-kind contributions in an amount to be determined, to perform the responsibilities defined within the Terms section of the Texas Independence Relay Event Agreement. as outlined on Exhibit B.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2024-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JAY HILSCHER DBA LONE STAR RELAYS, LLC. FOR THE STREET CLOSURES, CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY FOR THE TEXAS INDEPENDENCE RELAY ON MARCH 23, 2024; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Independence Relay is a 200-mile journey tracing the route of Sam Houston and the Texan army beginning in historic Gonzales and ending in downtown Houston; and

WHEREAS, there were approximately 2,300 participants and spectators in 2023; and

WHEREAS, the City Council hereby authorizes street closure at 400 block of Smith Street on March 22, 2024 and March 23, 2024, and the provision of traffic control cones along race route in Gonzales city limits; and,

WHEREAS, the City Council hereby finds that contributing in-kind labor and materials in the manner contemplated by the attached Event Agreement is in the best interest of the City and its citizens, and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute the Event Agreement with Jay Hilscher DBA Lone Star Relays, LLC. for the street closures, consumption of alcohol on public property for the Texas Independence Relay on March 23, 2024 attached hereto as Exhibit A.

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

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

TEXAS INDEPENDENCE RELAY EVENT AGREEMENT

This event agreement (“Agreement”) is entered into by and between City of Gonzales (City) and Jay Hilscher DBA Lone Star Relays, LLC for the Texas Independence Relay (Texas Independence Relay, or Relay).

RECITALS

WHEREAS, the Texas Independence Relay is a ~200 mile journey tracing the route of Sam Houston and the Texan Army; and,

WHEREAS, the relay begins in historic Gonzales and ends downtown Houston, Texas; and,

WHEREAS, the Texas Independence Relay celebrates the culture and history of the role of Gonzales in Texas Independence and serves a public purpose in educating the citizens and visitors about the history of this region of Texas; and

WHEREAS, there were ~2,300 participants and many spectators in 2023; and

WHEREAS, the City and Texas Independence Relay desires to enter into an agreement for the 2024 event to be held March 22 and 23.

I. TERMS

The City of Gonzales shall provide the following:

- 1) Use of the lawn of the Gonzales Memorial Museum for the Friday “Packet Pick-Up” on March 22, 2024. Texas Independence Relay staff will have access to the lawn area beginning at 10:00 a.m. the day of the Packet Pick-Up. The Packet Pick-Up will run from 4:00 pm to 9:30 pm.
- 2) Provide 8 trash cans and one portable light tower at Memorial Museum on Friday, March 22.
- 3) Call from City Hall informing the entire community of the Relay and firing of the cannon using reverse 911. (Robo Call)
- 4) City will contact media to notify community of Relay and firing of cannon.
- 5) Furnish 1 ADA and 11 regular porta potties at starting line and Memorial Museum to be placed in front of the DAR house on Moore Street.
- 6) Furnish 7 tables for the Packet Pick-Up on Friday, March 22, 2024.
- 7) Put up and take down large flag across street at starting line at times agreed upon in meetings prior to the event.
- 8) Street closure at 400 block of Smith Street on March 22, 2024 and March 23, 2024, and provide cones along race route in Gonzales city limits.
- 9) Temporary, yet sufficient electrical service that meets the event’s needs, on Smith Street on the Saturday morning of the event.

- 10) Place link on tour Gonzalestx.travel for Texas Independence Relay

Texas Independence Relay shall:

- 1) Pay for 1 uniformed officer (at \$50 per hour, total \$400.00) for cannon security at the Memorial Museum and Smith Street the night before the relay from 10:00 p.m. to 6:00 a.m. (8 hours)
- 2) 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 Texas Independence Relay, using the facilities, or any and all other persons which arise from, or in any manner grow out of, any act or neglect on or about the event facility by the individuals using the facility, participating in or attending the event., guests or invitees.
- 3) Provide Liability Insurance coverage for the event naming the City of Gonzales as an additional insured, in the amount of one million dollars (\$1,000,000) combined for both bodily injury and property damage on a per occurrence or claims basis.
- 4) Require each event participant to execute the Release of Liability attached as Exhibit A or add the City of Gonzales to any existing Release of Liability and provide copies to the City prior to the event.
- 5) Provide a traffic control plan approved by Gonzales Police Chief Autry.

II. GOVERNING LAW

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

III. NON-ASSIGNMENT

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

IV. SEVERABILITY

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

V. 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.

Executed on the dates set forth below by the undersigned authorized representatives of the parties

Timothy L. Crow, City Manager
City of Gonzales

Dated: _____

Representative
Jay Hilscher DBA Lone Star Relays, LLC.

Dated: _____

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	<u>Texas Independence Relay</u>				
HOST ORGANIZATION	<u>Lone Star Relays</u>				
CONTACT NAME	<u>Jay Hilscher</u>				
CONTACT CELL PHONE	<u>[REDACTED]</u>				
EVENT DATE	<u>March 23</u>				
EVENT START TIME	<u>6:00AM</u>	EVENT END TIME	<u>2:30PM</u>		
EVENT LOCATION	<u>Smith Street (Between St. Louis and St. Lawrence (Memorial Museum))</u>				
HOLIDAY CELEBRATED	<u>Y</u> ^x <u> </u> N <u> </u>	HOLIDAY: <u>Texas Independence Day</u>			
CITY COUNCIL APPROVAL REQUIRED	<u>Y</u> ^x <u> </u> N <u> </u>	MEETING DATE: <u> </u>			
<u>POLICE/FIRE/EMS DEPARTMENT</u>					
ATTENDANCE ESTIMATE	<u>At the peak, 300 people</u>				
MUSIC	<u>Y</u> ^x <u> </u> N <u> </u>	LIVE	<u> </u>	DJ	<u>Y</u> ^x <u> </u>
FOOD	<u>Y</u> ^x <u> </u> N <u> </u>				
ALCOHOL	<u>Y</u> ^x <u> </u> N <u> </u> ^x	RESPONSIBLE PARTY <u> </u>			
MOTORIZED VEHICLES	<u>Y</u> ^x <u> </u> N <u> </u>	PARADE	<u> </u>	SHOW	<u> </u>
PUBLIC OR PRIVATE EVENT	<u>Private</u>				
SECURITY	<u>Y</u> ^x <u> </u> N <u> </u>	# OFFICERS NEEDED <u> </u> (Call 672-8686 for costs)			
<u>ELECTRIC DEPARTMENT</u>					
ADDITIONAL LIGHTING	<u>Y</u> ^x <u> </u> N <u> </u>				
NUMBER OF OUTLETS NEEDED	<u>Pole on Smith Street</u>				
AMPS/WATTS NEEDED	<u> </u>				
TENT	<u>Y</u> ^x <u> </u> N <u> </u>	SET UP DAY/TIME	<u>Friday Afternoon</u>		
TENT SIZE:	<u>10 x 10 pop-ups</u>	TAKE DOWN DAY/TIME	<u>Saturday, 3PM</u>		
<u>STREETS DEPARTMENT</u>					
STREETS AFFECTED	<u>Y</u> ^x <u> </u> N <u> </u>	<u>Smith Street (Between St. Louis and St. Lawrence (Memorial Museum))</u>			
BARRICADES NEEDED (max 12)	<u>Y</u> ^x <u> </u> N <u> </u>	<u>Both ends of block</u>			
CONES NEEDED (max 48)	<u>Y</u> ^x <u> </u> N <u> </u> ^x				
STREETS TO BE CLOSED	<u>Y</u> ^x <u> </u> N <u> </u>	<u>Smith Street (Between St. Louis and St. Lawrence (Memorial Museum))</u>			
SET UP TIME	<u>Friday, March 22, starting at 11am</u>				
TAKE DOWN TIME	<u>Saturday, 3/23, 2:30-4:30pm</u>				
<u>COMMUNITY SERVICES DEPARTMENT</u> (Contingent upon availability)					
NUMBER OF TRASH CANS	<u>yes, please</u> (max 25)				
SET UP TIME	<u>Friday, 3/22, afternoon</u>				
TAKE DOWN TIME	<u>Saturday, 3/23, 2:30-4:30pm</u>				
FOR INFORMATION CONTACT	<u>Kristina Vega, CITY SECRETARY</u>				
(830) 672-2815- City Hall	<u>citysecretary@gonzales.texas.gov</u>				
(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.



AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: March 14, 2024

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-19 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 Main Street, Inc concerning improvements to the Main Street District, Gonzales, Texas

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Handrail Refurbishment and Addition: Currently, there are 30 "small" handrails, 5 medium handrails, and 4 large handrails in the downtown area. Due to weather and age, many of these handrails have peeling paint and signs of rust. We are seeking financial assistance to refresh all existing handrails with black powder coated surfaces. Additionally, we aim to manufacture and install 4 additional handrails to create a safer downtown environment for our community and visitors. Since many of our sidewalks are elevated, the handrails are especially important.

Trash Can Refurbishment and Addition: There are approximately 30 existing trash cans in the Gonzales Main Street area that are in need of refurbishment. We would like assistance in powder coating all of the trash cans and ensuring consistency with white inserts. We also recommend adding 18 new trash cans (10 along Main Street blocks and 8 in public squares) to provide more waste receptacles, encouraging visitors and community members to help keep trash and litter in the proper place. This helps establish a welcoming community.

Benches Installation: To provide comfortable seating for visitors and residents, we propose installing 26 (4-foot) benches along the downtown area. This initiative will encourage people to spend more time in the downtown area, supporting local businesses and fostering a sense of community. Gonzales Main Street will also host a "bench sponsor" program to help offset the cost of these benches.

At its February 26, 2024, meeting, the motion to approve the funding of the improvements in the Main Street District in the amount of \$73,000 passed with a 5-1 vote.

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.

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

FISCAL IMPACT:

The total cost of the handrail, bench, and trashcan project is \$73,000. The GEDC has funds available in line item 7-700.717 Quality of Life for the 2023-24 FY.

ATTACHMENTS:

Performance Agreement and Cost Estimates.

STAFF RECOMMENDATIONS:

Staff respectfully recommends the Council take action as deemed necessary.

RESOLUTION NO. 2024-19

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 MAIN STREET, INC CONCERNING IMPROVEMENTS TO THE MAIN STREET DISTRICT, 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 Quality of Life Incentive with the Gonzales Main Street, Inc., and the Performance Agreement, a copy of which is attached hereto as ***Exhibit A***; concerning improvements to the Main Street District, 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 14th day of March, 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 MAIN STREET, INC.**, a Texas non-profit corporation (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 open space improvements generally located within the Main Street District, City of Gonzales, Texas, consisting of the following: (1) handrail refurbishment and installation of additional handrails, consisting of refurbishing 30 "small" handrails, 5 medium handrails, and 4 large handrails within the Property, and the installation of 4 additional handrails within the Property; (2) trash can refurbishment, consisting of refurbishing the approximately thirty (30) existing trash cans, and adding an additional eighteen (18) trash cans within the Property; and (3) installation of twenty-six (26) four foot (4’) wide benches within the Property (hereinafter referred to as the “Qualified Expenditures”); and

WHEREAS, GEDC approved the financial assistance to Developer at its February 26, 2024, Board of Directors’ meeting which would provide Developer the necessary financial assistance for the Developer to construct and install the Qualified Expenditures located on the Developer’s property generally located within the Main Street District, 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 Gonzales Main Street, Inc., a Texas Non-Profit Corporation, its successors and assigns, whose address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the 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 approximate areas generally located within the

Main Street District, Gonzales, Gonzales County, Texas, and as generally depicted in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein for all purposes.

- (h) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or installation of the following improvements: (1) handrail refurbishment and installation of additional handrails, consisting of refurbishing 30 "small" handrails, 5 medium handrails, and 4 large handrails within the Property, and the installation of 4 additional handrails within the Property; (2) trash can refurbishment, consisting of refurbishing the approximately thirty (30) existing trash cans, and adding an additional eighteen (18) trash cans within the Property; and (3) installation of twenty-six (26) four foot (4') wide benches within the Property, and those expenditures 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) **Qualified Expenditures to Gonzales Main Street District.** Developer covenants and agrees to commence construction and installation of the Qualified Expenditures by **April 30, 2024**. Developer covenants and agrees to complete construction of the Qualified Expenditures by **September 30, 2024**. Further, 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 for the Qualified Expenditures made to the property in a minimum amount of **Seventy-Three Thousand and No/100 Dollars (\$73,000.00)** by **September 30, 2024**.
- (b) **Operate Main Street District.** Developer agrees to maintain and operate the Gonzales Main Street District located on the Property during the Term of this Agreement.
- (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 **Seventy-Three Thousand and No/100 Dollars (\$73,000.00)** 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) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Gonzales, Texas, to become delinquent and fails to timely and properly follow the legal procedures for

protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from GEDC and/or Gonzales County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

SECTION 9. INDEMNIFICATION.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Gonzales County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. GEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

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

if to Developer:	Gonzales Main Street, Inc. 820 Saint Joseph Street Gonzales, Texas 78629 Attn: Tiffany Hutchinson-Padilla Telephone: (830) 672-2815
------------------	---

- (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 MAIN STREET, INC.
a Texas non-profit corporation

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

CITY OF GONZALES.
a Texas home-rule municipality

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

Exhibit A

Legal Description and/or Depiction of the Property

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-20 Approving a Performance Agreement by and between the Gonzales Economic Development Corporation, a Type B Economic Development Corporation, and a Non-Profit Corporation, and Next Concept Motorsports, generally located at 1839 St. Lawrence St, Gonzales, Texas

BACKGROUND:

On January 31, 2024, the GEDC received a completed Business Retention & Enhancement Incentive Application from Isaac Anzaldua for Next Concept Motorsports located at 1839 St Lawrence St. The scope of work for the project includes a complete re-wiring of the building and spray foam installation. The funds requested for the project are \$19,997.48. Mr. Anzaldua anticipates to start the project in March 2024 and be completed by April 2024.

Amount of TOTAL Project 170,000.00

Amount Requested 19,997.48

Jobs Created 5

Jobs Retained 6

At its February 26, 2024 meeting, the GEDC Board of Directors unanimously approved the Business Retention & Enhancement Incentive in the amount of \$19,997.48.

POLICY CONSIDERATIONS:

Sec. 501.103. CERTAIN INFRASTRUCTURE IMPROVEMENT PROJECTS. In this subtitle, "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements; or (3) beach remediation along the Gulf of Mexico.

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

FISCAL IMPACT:

The GEDC has funds available in line item 7-700.718 Business Incentive Grant Program for the 2023-24 FY.

ATTACHMENTS:

Performance Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends the Council take action as deemed necessary.

RESOLUTION NO. 2024-20

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 NEXT CONCEPT MOTORSPORTS, GENERALLY LOCATED AT 1839 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 501.103 of the Texas Local Government Code, In this subtitle, "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements; or (3) beach remediation along the Gulf of Mexico.

WHEREAS, GEDC has approved a project with Next Concept Motorsports, and the Performance Agreement, a copy of which is attached hereto as ***Exhibit A***; concerning improvements to the auto repair and restoration facility, generally located at 1839 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 501.103 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 501.103 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 14th day of March, 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 **ISAAC ANZALDUA**, d/b/a/ Next Concept Motorsports (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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

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

WHEREAS, Developer has applied to GEDC for financial assistance necessary to operate an auto repair and restoration facility generally located at 1839 Saint Lawrence Street, 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 501.103 of the Texas Local Government Code;

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 **December 31, 2027**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Isaac Anzaldua, d/b/a Next Concept Motorsports, and his heirs, successors, and assigns, whose address for the purposes of this Agreement is 1839 St. Lawrence Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (g) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (h) **Property.** The word “Property” means the approximately 0.5-acre tract or tracts of land generally located at 1839 St. Lawrence Street, Gonzales, Gonzales County, Texas, and as generally depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction, re-wiring of electrical, and installation of spray foam installation at the building located on the Property, and which meet the definition of “project” as that term is defined in Section 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures by **April 1, 2024**. In addition, Developer covenants and agrees to complete construction of the Qualified Expenditures by **July 31, 2024**. Developer covenants and agrees to submit to the GEDC paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures made to the Property in the minimum amount of **Nineteen Thousand Nine Hundred and Ninety-Seven and 48/100 Dollars (\$19,997.48)** and 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 **August 31, 2024**.
- (b) **Operate Auto Repair and Restoration Facility.** Developer agrees to maintain and operate a minimum of 12,534 square feet auto repair and restoration facility located on the Property during the Term of this Agreement.
- (c) **Job Creation and Retention.** Developer agrees by **July 31, 2024**, and during the Term of this Agreement, the Developer shall employ and maintain a minimum of **six (6)** Full-Time Equivalent Employment Positions working at the Developer's facility located on the Property. In addition, Developer covenants and agrees by **July 31, 2025**, and during the Term of this Agreement, the Developer shall employ and maintain a minimum of two (2) additional Full-Time Equivalent Employment Positions working at the Developer's facility located on the Property. Developer covenants and agrees beginning on **September 30, 2024**, and during the Term of this Agreement, Developer shall deliver to GEDC an annual compliance verification signed by a duly authorized representative of the Developer that shall certify the number of Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **September 30, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Annual Compliance Verifications due and submitted to the GEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns or Texas Workforce Commission Employer Quarterly Reports.
- (d) **Performance Conditions.** Developer agrees to make, execute and deliver to GEDC such other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence this Agreement.
- (e) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and GEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** GEDC covenants and agrees to 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 **Nineteen Thousand Nine Hundred and Ninety-Seven and 48/100 Dollars (\$19,997.48)** 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) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Gonzales, Texas, to become delinquent and fails to timely and properly follow the legal procedures for

protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from GEDC and/or Gonzales County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

- (a) Default occurs between the Effective Date and one (1) year anniversary of the Effective Date, Developer repays to GEDC the sum of **Nineteen Thousand Nine Hundred and Ninety-Seven and 48/100 Dollars (\$19,997.48)**;
- (b) Default occurs between the one (1) year anniversary of the Effective Date and the two (2) year anniversary of the Effective Date, Developer repays to GEDC the sum of **Thirteen Thousand Three Hundred and Thirty-One and 65/100 Dollars (\$13,331.65)**;
- (c) Default occurs between the two (2) year anniversary of the Effective Date and through the Term of this Agreement, Developer repays to GEDC the sum of **Six Thousand Six Hundred and Sixty-Five and 82/100 Dollars (\$6,665.82)**.

SECTION 9. INDEMNIFICATION.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Gonzales County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. GEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

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

if to Developer:	Isaac Anzaldua d/b/a Next Concept Motorsports 1839 St Lawrence Street
------------------	---

Gonzales, Texas 78629
Attn: Isaac Anzaldua
Telephone: (830) 203-1035

- (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:

ISAAC ANZALDUA
d/b/a Next Concept Motorsports,

By: _____
Isaac Anzaldua
Date Signed: _____

Exhibit A

Legal Description and/or Depiction of the Property

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-21 Approving a Contract for Services Agreement to Provide Consulting and Related Services by and Between the Gonzales Economic Development Corporation and The Retail Coach.

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At its February 26, 2024 regular meeting, the GEDC Board of Directors unanimously approved a Contract for Services with The Retail Coach. The goal of The Retail Coach is to not only aid the GEDC in preparing and executing a retail market analysis and comprehensive recruitment strategy, but to also assist in efforts to capture sales tax leakage and further improve quality of life for residents by bringing in new retail, restaurant, entertainment, and service options.

This aligns with the GEDC vision for growth. As a company that works with many rural communities, The Retail Coach can provide national expertise with a local focus. When brands begin planning to expand into new markets, this Contract for Services helps to get a “seat at the table” for Gonzales. The Retail Coach is often one of the first to know and retailers/brokers will often look to their client list or ask for prospective markets to consider. These relationships can create unique opportunities for our community.

POLICY CONSIDERATIONS:

As per Article IV Section 6 of the Amended Bylaws of Gonzales Economic Development Corporation; Section 6: The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. Such designated tasks may include, but not be limited to, project conceptualization/feasibility studies and project analysis. These contracts (i) shall not be considered “projects” under this Article, and (ii) shall not require the public hearings provided by Section 4(c) of this Article. Furthermore, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services agreement may be executed between the Board and the City Council for the services provided and compensated as provided for herein.

FISCAL IMPACT:

The GEDC has funds available in line item 7-700.414 Professional Services in the 2023-24 FY.

ATTACHMENTS:

Retail Development Proposal and Contract for Services.

STAFF RECOMMENDATIONS:

Staff respectfully recommends the Council take action as deemed necessary.

RESOLUTION NO. 2024-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A CONTRACT FOR SERVICES AGREEMENT TO PROVIDE CONSULTING AND RELATED SERVICES BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND THE RETAIL COACH; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Gonzales, Texas, does hereby authorize and approve the Contract for Services Agreement to Provide Consulting and Related Services by and between the GEDC and Retail Coach, attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

Section 1. That the City Council of the City of Gonzales, Texas, does hereby authorize and approve the Contract for Services Agreement to Provide Consulting and Related Services by and between the GEDC and Retail Coach, attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Contract for Services Agreement to Provide
Consulting and Related Services]

CONTRACT FOR SERVICES

This Agreement for Professional Services (“Agreement”) is made by and between the Gonzales Economic Development Corporation (“Client”) and The Retail Coach, LLC, a limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist Client with a Retail Recruitment & Development Strategy (the “Project”); and

WHEREAS, the Professional desires to render professional services for Client on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence upon execution (“Effective Date”) and continue for twelve months, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to Client all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the Client in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of thirty one thousand dollars (\$31,000).

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Professional to which the Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Client:

Attn: Susan Sankey
Executive Director
Gonzales Economic Development Corporation
305 Saint Lawrence Street
Gonzales, TX 78629

If intended for Professional:

Attn: Aaron Farmer
President
The Retail Coach, LLC
PO Box 7272
Tupelo, MS 38802

6.9 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00

per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Client for cancellation of the insurance; (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client.

6.10 Indemnification. CLIENT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CLIENT, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CLIENT") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR BREACH OF CLIENT'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CLIENT FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CLIENT, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CLIENT ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2024.

Gonzales Economic Development Corporation

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 2024.

The Retail Coach, LLC

By: _____
Name: Aaron Farmer
Title: President



Retail Recruitment & Development Strategy

Exhibit A:
Gonzales Economic Development Corporation

 The**Retail**Coach.

Submitted by:
TheRetailCoach.net | Austin, TX | (800) 851-0962





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Bringing the Right Retail Mix to Gonzales

The Retail Coach is submitting this proposal for Retail Market Analysis & Recruitment Services for **Gonzales**.

Our goal is not only to aid the EDC in preparing and executing a Retail Market Analysis and comprehensive Recruitment Strategy, but to also assist the EDC in its efforts to capture sales tax leakage and further improve quality of life for residents by bringing in new retail, restaurant, entertainment, and service options.

The most important aspect of any Retail Market Analysis is its ultimate application and resulting impacts. Our approach has always been action-oriented to ensure that market reports are not placed on a shelf to collect dust. Working with all project team members, local stakeholders, and public officials is a critical component in which The Retail Coach is experienced and well-equipped to execute.

Goals & Objectives:

- Identify retail gaps and growth opportunities.
 - Determine Gonzales' unique, viable retail market potential.
 - Identify key retail and restaurant targets that align with the EDC's vision for growth.
- Recruit targeted retailers and restaurants through proactive outreach efforts and retail conference representation.



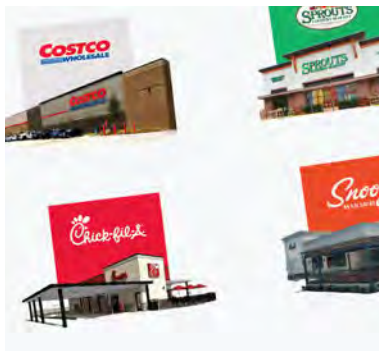
We Recruit Retail.

For more than **23** years, The Retail Coach has been the premier national retail recruitment partner for municipalities, economic development organizations, and development firms.

We are the nation's leading retail recruitment, market analysis, and development firm. Our approach combines **strategy, technology, and creative marketing** to execute high-impact retail recruitment strategies for local governments, chambers of Gonzales, and economic development organizations.

Having worked more than 850 assignments in more than 42 states, our recruitment approach is simple - **do what you say you are going to do, do it at the highest level possible, and constantly communicate findings and results to our clients.** This approach has proven successful, leading to multiple assignments with more than 90% of our clients.

PROVEN SUCCESS FOR CLIENT COMMUNITIES



6 Million +

SQUARE FEET OF NEW RETAIL RECRUITED

We have recruited more than 6 million square feet of new retail to client communities in the past 5 years.



\$600 Million

IN SALES TAX GENERATED

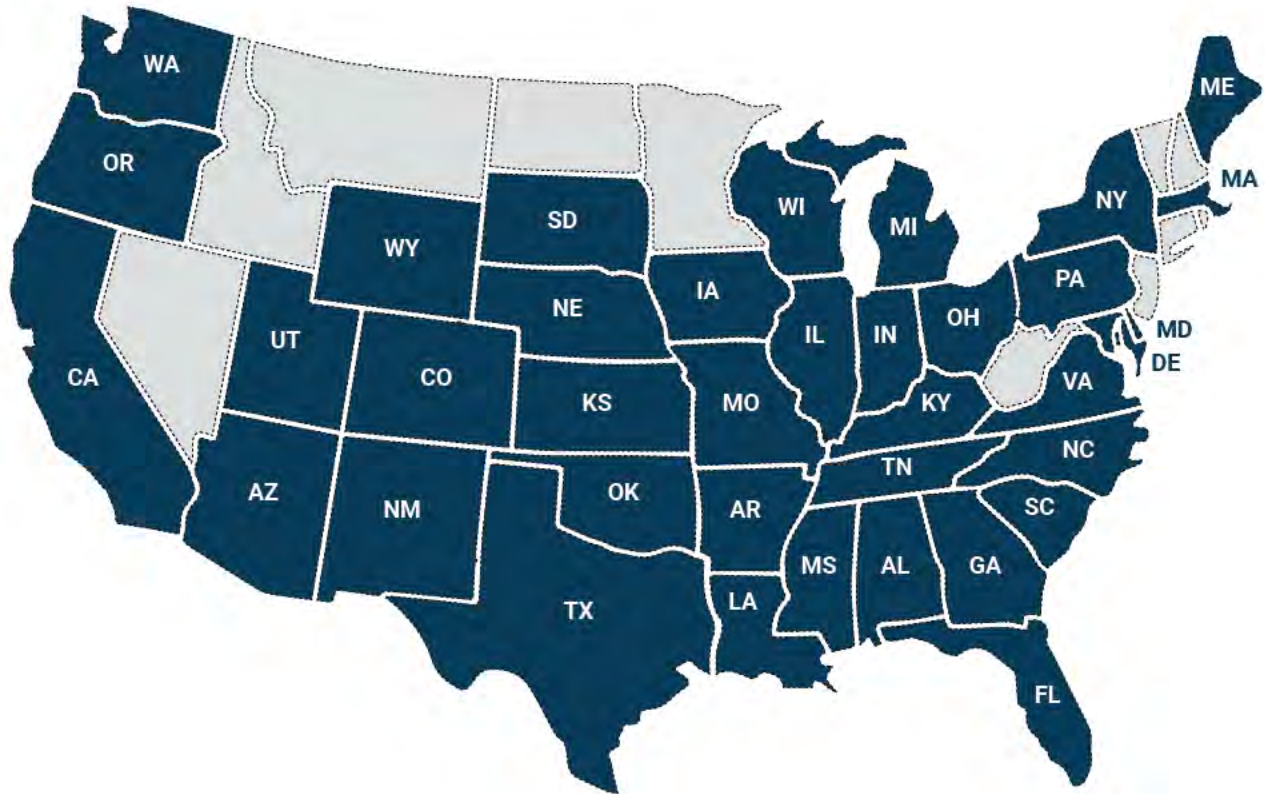
Our work has generated more than \$600 Million in sales tax for our client communities in the past 5 years.



90%

REPEAT CLIENT RATE

90% of our clients choose to continue working with us after the initial contract.



**We Have Served
More than 850 Client
Communities Across
40 states.**

850+

Communities
Served

42

States We've
Worked In

National Expertise. Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

90%

Repeat Client
Rate

More Than 6 Million SF of New Retail Recruited in the Last 5 Years

Our proven Retail:360® Process has been instrumental in recruiting new retailers and developers to our client communities.

RECENT RECRUITMENT SUCCESSES



PLUS HUNDREDS MORE THROUGHOUT THE COUNTRY





What Makes Us Different?

Experienced & Connected

We pioneered the retail recruitment industry more than 23 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

Our Team is Your Team

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

Full Transparency

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers.

We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.

RECOGNIZED AS LEADING INDUSTRY EXPERTS AND FEATURED PRESENTERS FOR:





OUR TEAM

Your Project Team

LEADERSHIP & PROJECT STRATEGY



Kelly Cofer
Founder & CEO



Aaron Farmer
President

PROJECT LEAD

With more than 50 combined years of retail development experience, Kelly and Aaron play an integral role in every project for The Retail Coach. This includes in-depth market analyses, recruitment strategies, and development plans for our clients.

RETAILER RECRUITMENT



Cary Everitt
Recruitment Specialist



Caroline Harrellson
Recruitment Specialist

Cary and Caroline manage our relationships with national and regional retailers, brokers, site selectors, and developers. They execute our recruitment process, including the site submission process and capturing retailer feedback.

DATA & MARKET RESEARCH



Matthew Lautensack
Director of Research & Development

Matthew uses cutting-edge, GPS-based market data to pinpoint true opportunity in retail markets. He provides the latest retail trade area data and prepares our clients' market reports, data sets, and assists with GIS mapping.

ADMINISTRATIVE SUPPORT



Nancy Dees
Director of Finance

Nancy supports all projects by managing client invoicing and contract needs as well as marketing, promotional, and graphic design support.



BIOS - KEY PROJECT PERSONNEL



Aaron Farmer | President

Aaron manages all of The Retail Coach's projects in [State] and will be the primary point of contact for this project.

Aaron Farmer brings to The Retail Coach knowledge of the most current research on retail and marketing trends. Prior to joining The Retail Coach, Mr. Farmer was employed in marketing research and retail development where he worked on projects for some of America's leading retailers and restaurants including FedEx, Kinkos, Sally Beauty Supply, Adidas, Concentra and the National American Association of Subway Franchises.

His expertise touches each step of a project from the initial trade area determination to the actual recruitment of retailers. Mr. Farmer holds a degree in Marketing from The Mays Business School at Texas A&M University and an MBA from Texas A&M University – Commerce.



Kelly Cofer | Founder & CEO

C. Kelly Cofer leads The Retail Coach with more than 30 years of experience in all aspects of retail real estate and economic development.

Kelly's professional background encompasses market research and site selection, advisory and leasing services, and property brokerage and development for leading national retailers and restaurants in more than 150 cities throughout the United States.

He has earned the prestigious Certified Commercial Investment Member (CCIM) designation from the Chicago-based Commercial Investment Real Estate Institute and attended the Economic Development Institute at the University of Oklahoma. Kelly holds a Bachelor of Science degree from Texas A&M University in College Station.



Cary Everitt | Retail Recruitment Specialist

Cary manages The Retail Coach's relationships with retailers, site selectors, and key decision makers for retailers, restaurants, hotels, and developers.

He works with your Project Director to ensure that we are presenting the best information possible when recruiting for client communities and follows up with prospects to make sure that your community is staying at the top of mind as brands look for new markets.

Mr. Everitt works throughout projects to provide monthly updates on recruitment activity and communicates feedback received throughout the process.



Scope of Work & Deliverables

1: Retail Market Analysis

- Competing Communities Analysis
- Custom Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- City of Gonzales Demographic Profile
- Discussions with Key Community and Business Stakeholders
- Highest and Best Use Analysis

2: Determining Retail Opportunities

- Retail Demand Analysis
- Retail Void Analyses for Key Vacancies and Available Retail Sites

3: Site Marketing

Retail Site Profiles for Available Retail Sites

4: Identifying Retailers & Developers for Recruitment

Target List of Retailers and Restaurants with Contact Information

Target List of Developers with Contact Information

5: Marketing & Branding

- Retail Market Profile
- Customized Retailer Feasibility Packages
- Developer Opportunity Package
- Online Retail Dashboard (Retail:360® Website)
- Interactive Site Mapping

6: Recruitment of Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard
- Monthly Recruitment Updates from Retail Coach Project Team

7: Ongoing Recruitment & Coaching

- Ongoing Coaching and Support from The Retail Coach Team
- Representation of the EDC at Regional and National Retail Industry Events



Retail Recruitment is a Process, Not an Event.

Through our proprietary Retail:360® Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.



Our Retail:360® Process identifies strengths, weaknesses, opportunities, and threats to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.

Market-Based Solutions

We understand that every client community has its own unique set of development needs.

That's why we work with our clients to determine those needs and offer custom, tailored, data-driven solutions.

On-The-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers.

We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

Action Plan for Growth

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process.

This partnership typically produces best results when, together, we derive short-term and long-term strategies based on market data and opportunities.



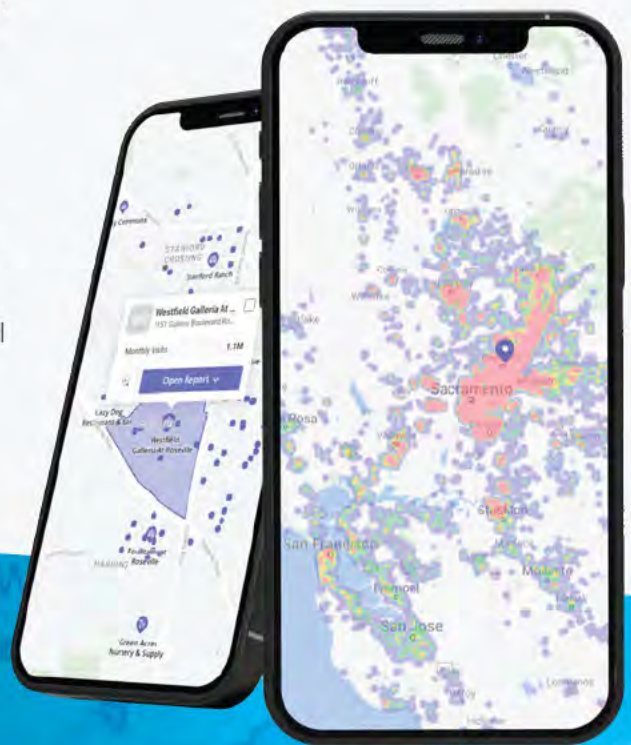
RETAIL:360®: MARKET ANALYSIS

Understanding the Gonzales Market Through High Impact Mobile Data Analysis

We will perform extensive market research and analysis to evaluate the area and the **Gonzales** retail market.

Understanding your true customer base is critical to quantifying the demand for new retail and restaurant development.

We use **real data collected from actual customers** in your community to analyze trade area boundaries, competitive markets, and leakage. This high confidence data allows our team to **tell your community's story** and show potential investors why they need to be in your market.



“

If you aren't currently leveraging consumer mobile data, you are drastically underselling your retail market and opportunity.

Kelly Cofer

Retail Coach Founder & CEO



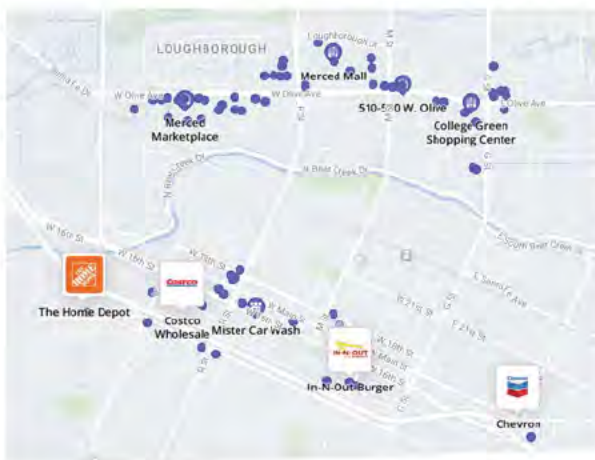
Retail Market Analysis



Competing Community Analysis

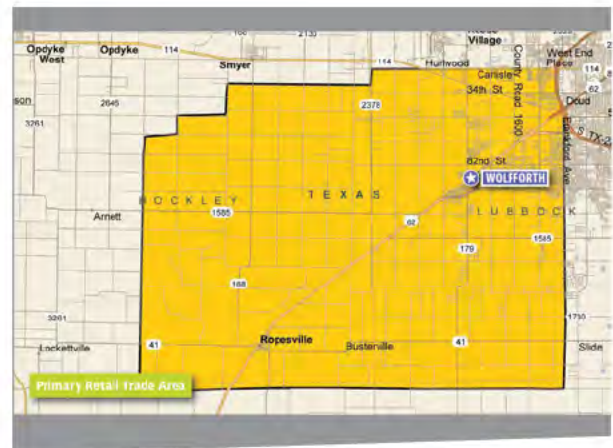
A community must have a clear understanding of the competitive nature of retail recruitment.

We will look at competing communities to identify a competitive advantage via economic and market forces that have a direct impact on retail recruitment and development in Gonzales.



Identification of Ancillary Issues Impacting Retail

We will work with the EDC to identify other root-cause issues of the local economy, and include recommendations for the EDC to improve opportunities.



Custom Retail Trade Area Analysis

The Retail Trade Area is the geographical area from which the community's retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

We utilize retail trade area data when communicating with retailers and developers to ensure that the community fully leverages the amount of shoppers coming into the community.

We will hand draw Retail Trade Areas for Gonzales based on cell phone/GPS data from shoppers as well as on-the-ground analysis from The Retail Coach Team.

Mobile Data for Location Decisions:

We will utilize mobile location technology that analyzes retail location and behavioral data collected from mobile devices to determine consumer visits to Gonzales.

This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions.



Retail Market Analysis

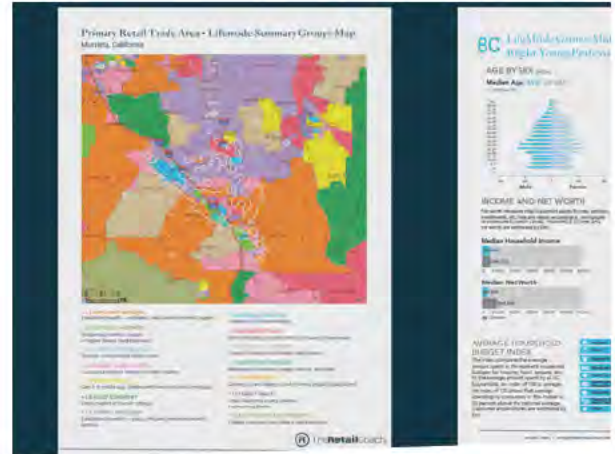


Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

Our demographic profiles include population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

We will create comprehensive 2020 Census, 2023, and 2028 Demographic Profiles for the Retail Trade Area and Gonzales community.



Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for an independent business.

Based on the market segmentation system developed by ESRI, we will develop a Tapestry Segmentation Profile of the households in the Retail Trade Area.

This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the sectors and brands of retailers that may be of interest.



Retail Market Analysis



Stakeholder Discussions

Buy-in from key community leaders and stakeholders is crucial to the retail plan. Our belief is that, "if they are not in on it and up on it - they will be down on it." One of our first meetings will be with independent businesses who may see our work as threatening. Our goal is not only to obtain buy-in, but to assist in finding prospects for available spaces and help fill vacancies.

We will work to obtain plan buy-in from public and private stakeholders through a series of group and individual meetings. Stakeholders may include EDC Staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.



Highest and Best Use Analysis

Our team will complete a Highest and Best use Analysis on major corridors in Gonzales. We will identify properties not serving their highest and best use and make recommendation on new uses.



Determining Retail Opportunities



Retail Demand Analysis

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the primary projected retail demand growth – or opportunities – for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community.

The Retail Demand Analysis will:

- Identify retail demand growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest prospect for success and qualify their potential

We will determine the level of retail demand for the designated Retail Trade Area and use projected demand to help identify opportunity areas and prioritize market segments for recruitment.



Site Marketing



Retail Site Profile

A critical step in attracting retail is providing accurate and current information on each identified vacancy and site.

We will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial Photography
- Site Plan
- Demographic Profile
- Property Size & Dimensions
- Traffic Counts
- Appropriate Contact Information



Marketing & Branding



Retail Market Profile

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community's attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

We will develop a Retail Market Profile tailored to the specific needs of targeted retailers' essential site selection and location criteria for Gonzales.

The profile serves as a community introduction, and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate Logo and Contact Information



Retailer-Specific Feasibility Packages

Unlike the more general Retail Market Profile, a Retailer Feasibility Package is developed to send specifically to the real estate department or broker for individual retailers.

We will create retailer-specific feasibility packages to address essential location criteria. These feasibility packages will include:

- Community Overview & Demographic Profile
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Map
- Retail Location Map
- Retail Trade Area Demographic & Psychographic Profiles
- Retail Trade Area Demand Analysis Summary
- Area Traffic Generators
- Appropriate Logo and Contact Information



RETAIL:360®: DELIVERABLES

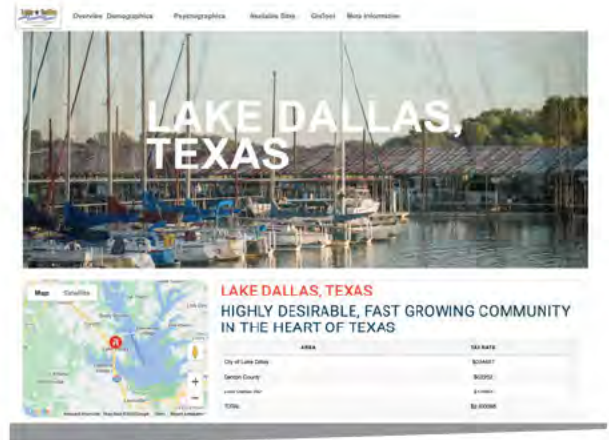
Marketing & Branding



Developer Opportunity Package

Our team creates a Developer Opportunity Package to send specifically to retail developers active in the community and/or region to spark their interest in retail opportunities.

We will create a Developer Opportunity Package to highlight opportunities in Gonzales.



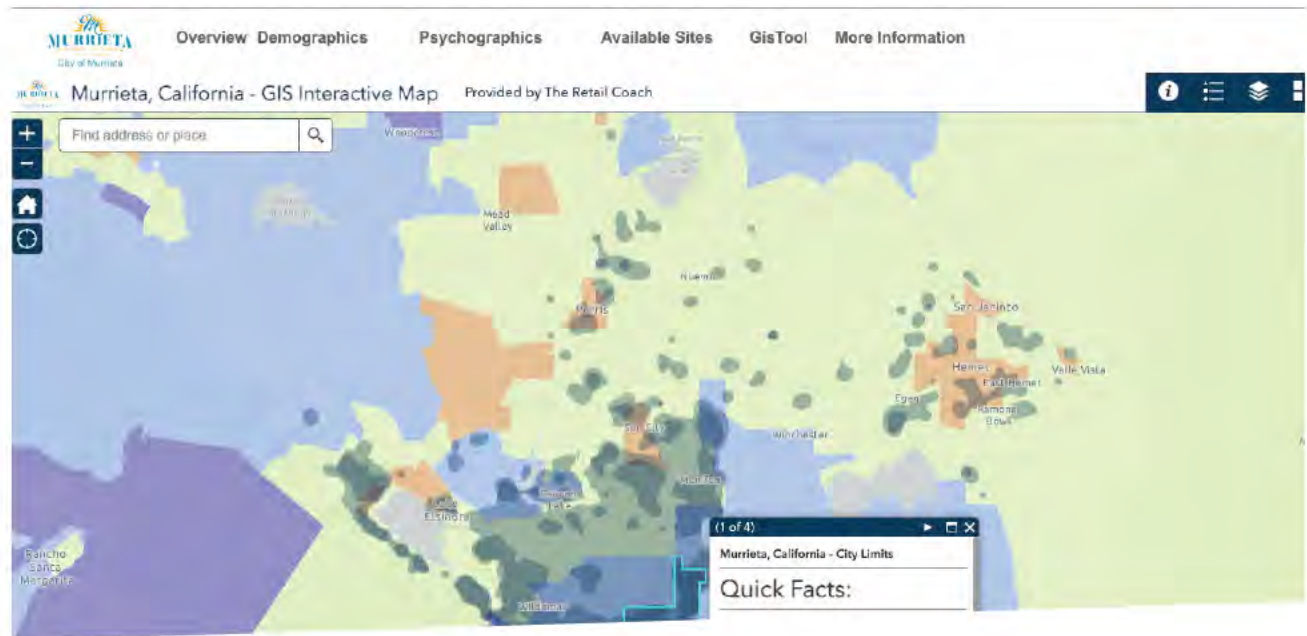
Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community's opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed online anytime through a branded Retail:360® link.

We will create a Retail:360® Retail Dashboard for Converse which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.



Marketing & Branding



Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for **Gonzales** along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing.

Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user – whether they be a retailer, developer, or even a local entrepreneur.



Recruiting Retailers & Developers

Recruitment of Retailers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty two years and 850 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

We will actively recruit retailers on Gonzales' behalf. Our retailer recruitment process includes:

1. Introductory emails and retail market profile are sent to each targeted retailer
2. Personal phone calls are placed to measure interest level
3. Personal emails and retailer feasibility packages are sent to each targeted retailer
4. Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers
5. Personal emails are sent to inform targeted retailers of significant market changes
6. Personal emails are sent to decision makers once per quarter to continue seeking responses regarding their interest level in the community
7. A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities

Recruitment of Developers

Much of our recruitment success comes from having established a network of national retail developers over the past 23 years. Oftentimes, a retailer may have interest in a community, only to find that suitable "for lease" properties do not exist.

We will actively recruit developers on Gonzales' behalf. Our developer recruitment process includes:

1. Introductory emails and opportunity packages are sent to developers
2. Personal phone calls are placed to measure interest level
3. Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes
4. A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities



Recruiting Retailers & Developers



Retail Conferences

We help communities connect with retailers and developers at retail conferences such as the annual ICSC Recon Conference and other regional events.

We will assist in marketing Gonzales and its vacancies and sites, to retailers, developers, and brokers at retail industry conferences.



Retail Recruitment Dashboard

As part of our recruitment process, we provide access to a real-time recruitment dashboard where EDC Staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

Once recruitment has begun, we will set up a recurring monthly meeting with staff to review ongoing recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.



Ongoing Retail Coaching



Retail Coaching

We partner with communities on a long-term basis and are available when clients have questions, new ideas, or need access to GIS mapping and current data statistics. We are also available if clients need to brainstorm opportunities as the community grows and develops.

We will provide ongoing coaching and support for retail recruitment activities for Gonzales.



Retail Market Analysis & Recruitment Services

\$30,000

Plus up to \$1,000 in reimbursable expenses.

Not to Exceed Price:

\$31,000

Includes:

- 12 Month Partnership
- Analyzing the Gonzales Retail Market
- Determining Retail Opportunities
- Site Marketing
- Identifying Retailers & Developers for Recruitment
- Marketing & Branding
- Actively Recruiting Retailers & Developers
- Ongoing Retail Recruitment & Coaching

Work Fees:

The total fee for completion of this work is **\$30,000** payable in (3) three installments:

- \$10,000 on Execution of agreement
- \$10,000 in 90 days
- \$10,000 in 180 days

Work fees are payable within 30 days of receiving invoice.

Reimbursable Project Expenses:

It is estimated that reimbursable expenses will not exceed **\$1,000**

Reimbursable expenses include:

1. All travel costs;
2. Cost of special renderings and maps, if any;
3. Cost of copies for reports and maps/drawings; and
4. Cost of shipping expenses, if any

Project expenses are payable within 30 days of receiving expense invoice.

Optional Contract Extension:

If Gonzales elects to extend the agreement, the additional fee shall be **\$20,000** for each additional 12 month period of data updates, recruitment, and coaching.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-22 Authorizing the City Manager to Enter into a Five (5) Year Substation Inspection, Maintenance and Testing Agreement with Lower Colorado River Authority (LCRA)

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales is coming up on the renewal date for the Substation Inspection, Maintenance and Testing for Gonzales and Harwood. This agreement shall cover the routine periodic monthly visual inspections, a yearly visual inspection and trip/close check, and the internal/external inspection every 5 years and any other maintenance requested by the City.

In addition, if needed at a later date, inspections and maintenance (routine or emergency) of City owned substation equipment as requested by the City can be performed. All inspections and maintenance shall be performed in accordance with the Standards for Inspection and Maintenance of LCRA Transmission Services Corporation Equipment and Facilities, service manual, unless otherwise noted by City personnel. LCRA Transmission Services shall provide copies of all applicable inspection reports to the City.

Each additional task shall be approved by a separate task (e-mail or task order) associated to this contract. Each service work requested shall be invoiced separately. LCRA Transmission Services Substation Maintenance personnel will also be available for routine and emergency repair work at Customer Service prevailing rates. These services will be invoiced each time they are required after the work is performed and all charges are identified. For any parts or components that have to be replaced we will notify you of the situation and get your approval to invoice at that time.

POLICY CONSIDERATIONS:

This agreement shall provide Substation Inspection, Maintenance and Testing per the attached Scope of Work. The total contract amount of \$38,608.05 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 March 1, 2024 power bill. The 60th payment will appear on the February 29, 2029 power bill.

FISCAL IMPACT:

The monthly amount added to the City's power bills will be \$502.78 from March 1, 2024 through February 28, 2025 and will be increased in Year 1, Year 2, and Year 3 and then maintain for Years 4 and 5.

ATTACHMENTS:

LCRA Customer Services Contract

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR SUBSTATION INSPECTION, MAINTENANCE AND TESTING AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales contracts with LCRA to provide monthly visual inspections, annual visual inspection and trip/close check, and internal/external inspection every 5 years; and,

WHEREAS, LCRA will conduct inspections and maintenance (routine or emergency) of City owned substation equipment as requested by the city; and,

WHEREAS, LCRA shall provide copies of all applicable inspection reports to the City; and,

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the 5 year substation inspection, maintenance and testing agreement with the Lower Colorado River Authority(LCRA) is in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales hereby approves the Agreement with the Lower Colorado River Authority (LCRA) 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 14th day of March, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES 5-Year Substation Inspection Maintenance and Testing

EXHIBIT A

Monthly Visual Inspection (11 per year)								
			AMOUNT	Adj Year 1	Adj Year 2	Year 3	Year 4	Year 5
GONZALES - (1 each month - total of 11 checks per year for 5 years)			\$10,051.80	\$ 1,570.80	\$ 1,881.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
HARWOOD - (1 each month - total of 11 checks per year for 5 years)			\$2,512.95	\$ 392.70	\$ 470.25	\$ 550.00	\$ 550.00	\$ 550.00
			\$12,564.75					
Visual Inspection and Trip and Close Breaker on an Annual Basis (1 per year)								
			AMOUNT					
GONZALES - 4 breakers - one per year for 5 years			\$9,138.00	\$ 1,428.00	\$ 1,710.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
HARWOOD - 1 breaker - one per year for 5 years			\$2,284.50	\$ 357.00	\$ 427.50	\$ 500.00	\$ 500.00	\$ 500.00
			\$11,422.50					
Internal/External Inspection - 1 time over 5 years (includes relay testing)								
			AMOUNT					
GONZALES - 2 breakers per day - 4 breakers total			\$11,696.64	\$ 1,827.84	\$ 2,188.80	\$ 2,560.00	\$ 2,560.00	\$ 2,560.00
HARWOOD - 2 breakers per day - 1 breaker total			\$2,924.16	\$ 456.96	\$ 547.20	\$ 640.00	\$ 640.00	\$ 640.00
			\$14,620.80					
Total # of Breakers								
Site 1		4						
Site 2		1						
5-Year TOTAL			\$38,608.05	\$ 6,033.30	\$ 7,224.75	\$ 8,450.00	\$ 8,450.00	\$ 8,450.00
			MONTHLY:	\$ 502.78	\$ 602.06	\$ 704.17	\$ 704.17	\$ 704.17

Monthly Visual Inspection \$ 50.00
Visual Inspection Trip/Close \$ 500.00
Int/Ext Inspection \$3,200.00

Year 1: March 1, 2024 - February 28, 2025 \$ 502.78 per month
Year 2: March 1, 2025 - February 28, 2026 \$ 602.06 per month
Year 3: March 1, 2026 - February 28, 2027 \$ 704.17 per month
Year 4: March 1, 2027 - February 29, 2028 \$ 704.17 per month
Year 5: March 1, 2028 - February 28, 2029 \$ 704.17 per month

Distribution Breaker Maintenance Scope of Work

This agreement shall cover, Per Distribution Breaker: See attached spreadsheet for details.

1. A monthly visual inspection.
2. A Yearly trip/close check.
3. One internal/external/relay test/inspection every 5 years.

Circuit Breaker Maintenance – Distribution

- Clean components of lift rods/cross-arms, check for wear, damage, looseness and check alignment
- Inspect bushing CT's for damage and loose wiring
- Inspect gaskets
- Perform leak test
- Verify ground connections
- Inspect bushings for damage and clean
- Filter oil
- Tighten high voltage line/load connections
- Hi-pot vacuum bottle
- Measure contact resistance

Relay Circuit Breaker - Distribution

Relay Calibration, including UFLS relays.

- For verification of relay settings the customer must provide the settings unless LCRA TSC Systems Protection has previously provided
- Verify operational settings according to latest transmission system requirements
- Verify relay case grounding
- Verify indication lights
- For non-digital relays test and calibrate if necessary
- Verify proper operation and pickup of trip indications
- Verify timers for correct settings
- Verify correct operations of alarms to SOCC/annunciator
- Verify control, CT, and PT wiring connections on relays and terminal blocks are tight
- Verify the A/D converters, if included, within the relay by testing or comparing values against other devices
- Verify operations of all relay inputs and outputs essential to proper function not covered above
- For instrument transformers verify presence, rotation and direction/polarity of all voltage and current inputs and compare to another instrument transformer on the same circuit
- Verify sync check voltage for applicable automatic reclosing schemes
- For auxiliary equipment check AC and DC voltage inputs to all relays, carrier and aux equipment
- Function test/Trip check
- Verify correct operation of all switching devices under relay control
- Verify proper operation of all relay panel trip/control circuits
- Verify electrical operation of electromechanical lockout
- Verify the pressure or flow sensing mechanism is operable in sudden pressure tripping relays

LCRA SUBSTATION SERVICES

Scope of Services

This Contract shall cover substation services for assets listed in Exhibit A for substation equipment and facilities owned by Customer. All inspections shall be performed in accordance with the Standards for Inspection and Maintenance of LCRA Transmission Services Corporation Equipment and Facilities or the manufacturer's service manual, unless otherwise requested in writing by the Customer. LCRA shall provide copies of all applicable reports to the Customer after work completion. All services will be invoiced after the work is performed. All pricing is based on the attached Schedule (Exhibit A).

Additional maintenance on assets not included in Exhibit A must be requested in writing (email is sufficient) or added as an amendment to this agreement. LCRA Transmission Substation Maintenance personnel may also be available for corrective maintenance and/or emergency repair work depending on availability and LCRA Agreement. This work will be charged at Customer Service prevailing rates. These services will be invoiced each time they are required after the work is performed.

LCRA will perform tests and report findings, following the guidelines of standard testing and best practices.

If applicable, Customer shall remain solely responsible for all liabilities and obligations related to the Bulk Electric System ("BES") protection elements, including any regulatory requirements associated with such elements or any fines or penalties resulting therefrom. Notwithstanding anything to the contrary in this Contract, including the Interlocal, LCRA makes no representations or warranties, express or implied, as to the completeness or accuracy of the BES protection elements test reports or their suitability for a particular purpose, and LCRA will not be liable for errors or omissions in, or delays in providing, the BES protection elements test reports.

Either party may terminate this Contract by giving ninety (90) days advance written notice, which shall include an effective date for termination of the Agreement. Written notice shall be provided by email or mail.

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



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-23 Authorizing the City Manager to Solicit Proposals for Municipal Solid Waste Collection, Disposal and Recycling Services in the manner most advantageous to the City of Gonzales

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales executed a contract with Frontier Access, LLC for Municipal Solid Waste Collection and Disposal and Recycling Services on February 13, 2020. The term of the contract is for four (4) years, seven (7) months, that began on the effective date of the contract and will end on September 30, 2024. At the expiration of the Initial Terms of this agreement, the agreement may be extended for up to three successive terms of five (5) years. The service Provider shall provide to the City with written notice of its intent to renew this agreement for an additional five-year term at least 120 days prior to the expiration date of the initial term or 120 days prior to any of the then applicable individual five-year extension periods. If the City does not provide such written approval to renew the agreement within thirty (30) days of such request from the service provider, this agreement will terminate at the end of any subsequent five (5) year extension period, as applicable.

POLICY CONSIDERATIONS:

Staff is requesting direction from the City Council whether to go out for proposals or to renew the contract.

FISCAL IMPACT:

The Fiscal impact is not yet known but would be based on what decision Council deems appropriate and in the best interest of the City of Gonzales.

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO SOLICIT PROPOSALS FOR MUNICIPAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES IN THE MANNER MOST ADVANTAGEOUS TO THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Gonzales entered into a contract with Frontier Access LLC on February 13, 2020 for Municipal Solid Waste Collection and Disposal and Recycling services; and

WHEREAS, the existing contract is for a four (4) year, seven (7) months period that began on the effective date of the contract and will end on September 30, 2024, and

WHEREAS, City of Gonzales would like to seek competitive sealed proposals as authorized as per Chapter 252 Texas Local Government Code for Municipal Solid Waste Collection, Disposal and recycling services; and

WHEREAS, the City Council finds that seeking proposals from individuals or firms to perform such services would be in the best interest of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the city manager to solicit proposals for municipal solid waste collection, disposal and recycling services in the manner most advantageous to the city of Gonzales as authorized by the Texas Local Government Code.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March 2024.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-24 Authorizing the Appointments to the Gonzales Convention & Visitors Bureau and Main Street Advisory Board

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

During the September 14, 2023 City Council meeting the City Council appointed individuals to all of the boards and commissions. However, since that meeting there has been two resignations on the Main Street Advisory Board. There was also one vacant position still existing on the CVB, and there has been one member that has not been attending the meetings or responding to any attempts to contact them, this leaves two vacancies on the CVB board. An application was received from Mario “Del” De Los Santos to serve on the Main Street Advisory Board and another application from Keith Berger to serve on Main Street (1st choice) and CVB (2nd choice).

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council take the action deemed appropriate

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE APPOINTMENTS TO THE GONZALES CONVENTION & VISITORS BUREAU AND MAIN STREET ADVISORY BOARD; ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the uniform appointment month is September of each year, however several vacancies exist on multiple boards and commissions; and

WHEREAS, the City Council hereby appoints the members to the Gonzales Convention & Visitors Bureau and Main Street Advisory Board as attached hereto as Exhibit A.

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

Section 1. The City Council of the City of Gonzales, Texas hereby appoints the Board and Commission members for the terms to the boards set out in the attached Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

A. Gonzales Convention & Visitors Bureau

The following member is appointed to the Gonzales Convention & Visitors Bureau for the remainder of a two-year term ending September 30, 2025:

- 1.

The following member is appointed to the Gonzales Convention & Visitors Bureau for the remainder of a two-year term ending September 30, 2024:

- 1.

B. Main Street Advisory Board

The following member is appointed to the Main Street Advisory Board for the remainder of a two-year term ending September 30, 2025:

- 1.

The following member is appointed to the Main Street Advisory Board for the remainder of a two-year term ending September 30, 2024:

- 1.

CITY OF GONZALES



COME AND TAKE IT

**CITY OF GONZALES
BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION**

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

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

Name: Keith Berger
Mailing Address: P.O. Box 764
City, State & Zip: Gonzales, Texas 78629
Phone Number: [REDACTED] (Primary) [REDACTED] (Other)
Email: [REDACTED]
Employer: Holmes Foods Inc.
Occupation: Truck Driver for feed mill
Business Address: 1047 CR 284, Harwood, Texas 78632

Are you a resident of Gonzales? ☒ YES ☐ NO If yes, how long? 42 years

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

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

If yes, which one(s)? _____

How long? _____

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

If so, who? _____

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

If so, what type? _____

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

If so, what type? _____

City of Gonzales – 820 St. Joseph, Gonzales, TX 78629 – (830) 672-2815
Submitted applications will be forwarded to the City Council for consideration and are also
available to the public under the guidelines of the Texas Public Information Act.

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

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

I am a lifelong resident of Gonzales at 42 years old. With the deep commitment to the betterment of our community, I am eager to contribute as a member of an appointed board position. Graduating from Gonzales High School in 2000 as part of the National Honor Society. My dedication to our town is evident in my active involvement and volunteering efforts. Currently employed at Holmes Foods since 2011, and working part-time for Domino's, I bring a strong work ethic and dedication to our community. I currently am on the Come and Take it committee and volunteer countless hours for come and take it.

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

I feel that I want to continue volunteering for my community in different aspects than just on the Come and Take It Committee, and help continue to move our city in the right and positive direction under the current leadership that is in place.

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

Jennifer Vega

Daisy Scheske Freeman

Crissy Filla

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

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

<input type="checkbox"/> Library Board	<input type="checkbox"/> Museum Advisory Board
<input type="checkbox"/> JB Wells Park Advisory Board	<input type="checkbox"/> Independent Golf Course Advisory Board
<input type="checkbox"/> Airport Advisory Board	<input checked="" type="checkbox"/> 2 XX Convention & Visitor Bureau
<input type="checkbox"/> Beautification & Design Board	

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

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

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

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

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

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

Ken Bar

2. 28-24

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

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

CITY OF GONZALES



COME AND TAKE IT

CITY OF GONZALES
BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION

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

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

Name: Mario Del' De Los Santos

Mailing Address: 724 N College St.

City, State & Zip: Gonzales TX 78629

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

Email: [REDACTED]

Employer: NA

Occupation: Retired

Business Address: NA

Are you a resident of Gonzales? ☒ Y ☐ N If yes, how long? 16 yrs

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

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

If yes, which one(s)? _____

How long? _____

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

If so, who? _____

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

If so, what type? _____

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

If so, what type? ERS retirement, SSA

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

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

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

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

USAF 1973-78. Tx State Library remastering
audio books for blind + handicapped. Tx Coastal
Marine Council - Humana Insurance p3m. Tx
Employment Commission Assit. to Chief of Tax Years
TFC, Adm. programmer Systems Analyst.

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

I recently lost my life partner and
need a distraction from the grief.
Serving my community would
help fill the void.

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

Suzanne Kittel
Ellen Kennard
Connie De'zal

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

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

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

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

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


SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

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

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

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

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

SIGNATURE: 
DATE: 2-14-2024

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

() indicates appointment preference				
Convention & Visitors Bureau				
Currently 2 Vacancies				
Keith Berger (2)				
Main Street Advisory Board				
Currently 2 Vacancies				
Keith Berger (1)				
Mario "Del" De Los Santos (1)				

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-25 Accepting the Proposal and Awarding the Contract for Developing an Inventory of Water Service Lines and Compiling Data to Comply with the USEPA's Lead and Copper Rule Revisions Issued on January 15, 2021 to LSPS Solutions, LLC.

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City has received one proposal to develop an inventory of water service line materials on both the city side and customer's side of the meter. Data collection is in response to and will be in compliance with the Lead and Copper Rule Revisions (LCRR) issued by the United States Environmental Protection Agency or USEPA on January 15, 2021.

Phase 1 and Phase 2 of the proposal will be addressed at this time.

POLICY CONSIDERATIONS:

Local Government Code Section 252.043(a) states that if the competitive bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the municipality.

FISCAL IMPACT:

This Agenda Item will expend \$125,400 as the base contract amount and up to an additional \$2,600 is requested as contingency for unforeseen issues and assistance with completing Phase 2, for a total amount up to \$128,000.00. Funds for this project have been allocated in the water department under special contracts 220-7-720.411.

ATTACHMENTS:

Proposal

STAFF RECOMMENDATION:

Staff respectfully recommends the contract be awarded to LSPS Solutions for \$38.00 per service line for Phase 1 and to assist the City with Phase 2 as needed for a total not to exceed \$128,000.00.

RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE PROPOSAL AND AWARDING THE CONTRACT FOR DEVELOPING AN INVENTORY OF WATER SERVICE LINES AND COMPILING DATA TO COMPLY WITH THE USEPA'S LEAD AND COPPER RULE REVISIONS ISSUED ON JANUARY 15, 2021 TO LSPS SOLUTIONS, LLC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in January 2021 the United States Environmental Protection Agency (USEPA) released new regulations called the Lead and Copper Rule Improvements to better protect communities from exposure to lead in drinking water; and

WHEREAS, an inventory of water service line materials on both the City side and customer side of the meter must be completed by October 16, 2024 to be in compliance with the Lead and Copper Rule Revisions (LCRR); and

WHEREAS, city staff budgeted \$128,000.00 within the water fund 220-7-720.411 Special Contracts for the study of the water system services lines and to prepare a service line inventory to comply with the USEPA's revised Lead and Copper Rule; and

WHEREAS, Local Government Code Section 252.043(a) states that the if the competitive bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the municipality; and

WHEREAS, the advertisements were published in the newspaper for three consecutive weeks beginning February 8, 2024 with proposals due to be received on February 23, 2024 at 2:00 p.m.; and

WHEREAS, one response was received from LSPS Solutions, LLC by the due date published; and

WHEREAS, City Staff evaluated the proposal and recommends awarding the contract to LSPS Solutions, LLC for \$38.00 per service line to complete Phase 1 and assistance with Phase 2 for a an amount not to exceed \$128,000.00; and

WHEREAS, the City Council finds that entering into an agreement with LSPS Solutions, LLC is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby awards the contract for the Lead Service Line Inventory to LSPS Solutions, LLC and authorizes the City Manager to execute the agreement.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary



Lead and Copper Rule Revision

Response to RFQ for Lead and Copper Rule Revisions



LSPS
SOLUTIONS



www.lspssolutions.com

EFFECTIVE INFRASTRUCTURE SOLUTIONS



Response to RFP
Lead and Copper Rule Revisions

February 16, 2024

City of Gonzales
820 St Joseph St
Gonzales, TX 78629

RE: Response to RFQ-Lead and Copper Rule Revisions

To Whom it May Concern,

LSPS Solutions, LLC, appreciates the opportunity to submit the following response to the City of Gonzales' Request for Qualifications for Lead and Copper Rule Revision.

LSPS Solutions, LLC is a Public Works and Public Utilities consulting firm that provides a wide variety of specialized services to municipalities and other local government entities. Our headquarters are in Victoria, Texas. We are unique in that most of our staff, including the company's President and founder are retired municipal employees with a water/wastewater or public works background. We pride ourselves in our ability to provide both practical and economical solutions to our public sector clients and we attribute our ability to do so to our extensive municipal experience.

LSPS Solutions, LLC is not an engineering firm, nor are we a typical consulting firm, therefore our rates are typically much more reasonable. We are made up of professionals that have many years of actual municipal experience, and we view things from our client's perspective. Our previous municipal experience allows us to bring a unique insight to public sector projects.

If selected to perform the scope of work outlined in this RFP, LSPS Solutions, LLC will dedicate the time required to complete our tasks within established deadlines, and we will provide both reasonable and equitable recommendations. LSPS Solutions, LLC is proud of its reputable track record and list of satisfied clients. We are genuinely interested in the success of our client's projects and will utilize our extensive knowledge and up-to-date technical resources to provide the level of service you expect.

Our corporate office is located at 203 Windwood Lane in Victoria Texas. However, we also have satellite offices in Brenham, McAllen, Grand Prairie, College Station, Katy, and Lake Jackson, Texas.

Sincerely,

Lynn Short
President and CEO



Response to RFP
Lead and Copper Rule Revisions

Firm Information

Name of Firm: LSPS Solutions, LLC

Federal Tax ID Number: 81-5138545

Address: 203 Windwood Lane
Victoria, Texas 77904

Business Address of Office that will Provide Services 300 E. Airline Road, Bldg. 8
Victoria, Texas 77901

Principals: Lynn Short
Thomas Short

Contact Person: Lynn Short, President/CEO

Phone Number: 361 / 212-8243 **E-Mail:** lshort@lspssolutions.com

Type of Organization: Corporation **Years in Business:** Six (6)

Has firm operated under any other names? No

I, Lynn Short, am the above-referenced company's representative and I am authorized to submit this response and sign future Contract documents. By signing below, the representative certifies that if a Texas address is shown as the address, Respondent qualifies as a Texas Bidder as defined in [Texas Government Code § 2155.444](#).


Authorized Signature

2-16-2024
Date

PRESIDENT/CEO
Title

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Work Plan and Approach

Background

The LSL Inventory is one of the most onerous provisions of the new Revised Lead and Copper Rule. This provision requires all community and non-transient, non-community water systems to prepare a lead service line inventory and submit it to the TCEQ by October 16, 2024. The inventory must include all services connected to the public water system and it must include information about the service on both the public and privately owned portions of the service.

The Safe Drinking Water Act, which was enacted in June 1986, prohibited the installation of any piping or plumbing fixtures that contained lead so a records search for subdivisions and structures that were constructed after 1986 allows us to identify these as non-lead services. These still have to be included in the inventory though. So, work still has to be performed to get them included in the deliverables. For all of the other locations, a much more arduous process is required to identify the materials used to construct the service lines.

Project Approach

Phase 1 – LSL Inventory – Development of an inventory of water service line materials, including service lines on both sides of the water meter, through field investigation and research of historical records (if any are available), and have findings available to upload in a GIS database and PDF maps.

In order to prepare the LSL Inventory to comply with the Revised Lead and Copper Rule for the City of Gonzales, LSPS Solutions, LLC will perform the following work activities:

- The first task to be completed in this process is to conduct a kick-off meeting to make sure all parties understand and agree on the Project scope. During this visit, LSPS Solutions, LLC will pick up an electronic download of accounts and service addresses or meter locations from the City's billing system.
- LSPS Solutions, LLC technicians will then upload the account/service information into our P.L.A.N.I.T. app and create an electronic notebook within the app for the City of Gonzales. Each service address or meter location will become a note within the notebook.

- LSPS Solutions, LLC staff will then create an electronic data collection template for gathering the field data and attach it to each of the notes in the City of Gonzales notebook.
- LSPS Solutions, LLC technicians will also create a GIS parcel map labeled with the unique service line IDs.
- Using the information we obtained during the kick-off meeting, and any other information we are able to obtain through records research, LSPS Solutions, LLC staff will begin gathering data and populating the fields in the electronic templates.
- LSPS Solutions, LLC staff will also color code the parcels in the GIS layer based on the information obtained through records research to clearly identify what information still needs to be acquired. This is very helpful for the field staff as they gather the field data for the service lines.
- LSPS Solutions, LLC staff will then begin making trips to the project sites and collecting the field data for each of the service lines and entering them into the electronic templates. To collect the data, the field technicians use a combination of two different types of metal detectors to determine if the lines on either side of the meter are metallic and if they are, what metal they are constructed of. In most cases, visual observation within the meter box will be used in making this determination.
- Once the service line material on each side of the meter is determined, the service lines are categorized and entered into the electronic template as one of the following EPA categories:
 - Lead
 - Not Lead
 - Galvanized Requiring Replacement
 - Lead Status Unknown
- On a daily basis, LSPS Solutions GIS Technicians import the field collected data into the management tool files and update the shared GIS layers and the database.
- Once the field data collection has been completed and all of the data has been imported into the management tools, LSPS Solutions staff will complete the update process and conduct a quality control check on the finished products.
- LSPS Solutions, LLC technicians then meet with the City of Gonzales staff to review the preliminary data in order to identify any readily visible inaccuracies.
- Following this meeting, LSPS Solutions technicians will remedy any errors identified and create the final deliverables for the project.

Phase 2 – Post Inventory tasks

Immediately following the submittal of the LSL Inventory to the TCEQ, the City of Gonzales will be required to:

- Make the inventory publicly accessible. (Online for >50K population)
- Notify customers/residents having Lead Service Lines (LSLs), Galvanized Requiring Replacement (GRR) and Unknown Service Line Material (UNKN) service lines within 30 days of initial inventory and annually thereafter.
- Certify to the State that all notifications were sent annually.
- Identify and track service line material in the course of normal operations.
- Update the inventory with any new information.
- Include instructions to access the inventory in the annual CCR.
- Notify customer/resident having a LSL, GRR, or UNKN of any major service line disturbance (resulting from replacement of inline water meter and/or water meter setter). Provide them with flushing and health effects information.
- Following LSL, GRR, or UNKN major disturbance (resulting from replacement of inline water meter and/or water meter setter) or replacement:
 - Provide customers/residents with pitcher filters certified by the American National Standards Institute (ANSI) to reduce lead in drinking water and six months of replacement cartridges.
 - Conduct post-replacement Lead and Copper sampling within 3-6 months of replacement.

LSPS Solutions, LLC staff will assist the City of Gonzales with any of these processes if directed to do so.

Throughout the Project

Throughout the Project, the City of Gonzales may request LSPS Solutions, LLC to:

- Assist in identifying funding sources to assist the City and private program owners with implementing the requirements of Lead and Copper Rule Revisions, assist the City when EPA finalizes Lead and Copper Rule Improvements (LCRI), and identifying and applying for state and federal grants on behalf of the City.
- Attend monthly meetings with City Staff to go over progress of project and meetings with other staff/stakeholders when needed.

- Coordinate with the TCEQ as needed for compliance with inventory, sampling/testing, and replacement plans.

LSPS Solutions, LLC staff will perform any of these tasks if directed to do so.

Optional Tasks

On November 30, 2023, the U.S. Environmental Protection Agency (EPA) announced the proposed Lead and Copper Rule Improvements (LCRI).

The proposed LCRI is a major advancement in protecting children and adults from the significant, and irreversible, health effects from being exposed to lead in drinking water. These advancements are based on the science and existing practices utilized by drinking water systems. Key provisions in the proposal include:

- **Achieving 100% Lead Pipe Replacement within 10 years.** When lead service lines are present, they represent the greatest source of lead exposure in drinking water. The proposed LCRI would require the vast majority of water systems to replace lead services lines within 10 years.
- **Locating Legacy Lead Pipes.** Knowing where lead pipes are is critical to replacing them efficiently and equitably. Water systems are currently required to provide an initial inventory of their lead service lines by October 16, 2024. Under the proposed LCRI, all water systems would be required to regularly update their inventories, create a publicly available service line replacement plan, and identify the materials of all service lines of unknown material.
- **Improving Tap Sampling.** The proposed LCRI would make key changes to the protocol that water systems must use for tap sampling informed by best practices already being deployed at the local and state level, like in Michigan. Water systems would be required to collect first liter and fifth liter samples at sites with lead service lines and use the higher of the two values when determining compliance with the rule.
- **Lowering the Lead Action Level.** EPA is proposing to lower the lead action level from 15 µg/L to 10 µg/L. When a water system's lead sampling exceeds the action level, the system would be required to inform the public and take action to reduce lead exposure while concurrently working to replace all lead pipes. For example, the system would install or adjust corrosion control treatment to reduce lead that leaches into drinking water.

- **Strengthening Protections to Reduce Exposure.** Water systems with multiple lead action level exceedances would be required to conduct additional outreach to consumers and make filters certified to reduce lead available to all consumers. The filters must be certified to reduce lead.

LSPS Solutions, LLC has identified the following **Optional Tasks** that may need to be performed when the LCRI is adopted.

Phase 3 – LCRI Compliance

By the LCRI Compliance date, (which is expected to be October 2027), the City of Gonzales will be required to:

- Submit an updated “baseline” inventory that includes lead connector status.
- Calculate replacement pool from “baseline” inventory. Must include all LSLs, GRRs, and UNKNs.
- Submit LSL/GRR replacement plan, (Minimum of 10% replacement annually based on a 3-Year Running Average) and make it available publicly.
 - LSLs and GRRs must be replaced by system (even on private side of meter) if customer will grant the system access.
 - If customer will not grant access, system must try to obtain access annually on four separate instances and by at least two different methods.
 - If access is not granted, system to document and notify State before being relieved of responsibility.
- Submit a revised sampling pool and return to semi-annual standard monitoring.
- Submit a list of schools and childcare facilities served by the system.

LSPS Solutions, LLC staff will assist the City of Gonzales with any of these processes if directed to do so.

Phase 4 - Post LCRI Compliance Date

After the LCRI Compliance date, (which is expected to be October 2027), the City of Gonzales will be required to:

- Update baseline inventory annually and submit to Primacy Agency.
- Complete mandatory LSL/GRR replacements at 10% per year (based on 3-year rolling average).
- Lead Action Level reduced to 10 parts per billion (ppb).

- Evaluate sample site plan according to new Tiering criteria.
- Perform standard semi-annual monitoring using 1st and 5th liter at LSLs for 2 consecutive 6-month sampling periods (2028*) – Potential for reduced monitoring in Year 2 (2029*) based on results.
- Start Distribution System and Site Assessment (e.g. follow-up sampling collection) for each tap sample > 10 ppb.
- Offer free lead water samples to LSLs/GRRs/UNKNs and include appropriate tier samples in P90 calculation.
- Tap sample results must be reported to customers within 3 days of receiving results.
- Continue to notify customer/residents of LSL/GRR/UNKN service line material annually.
- Perform sampling at schools/childcares not sampled between 2021 and compliance date (20% per year, starting 2028*).
- Continue to contact all schools and childcares to provide required information annually.
- Certify that annual notifications have been completed.

LSPS Solutions, LLC staff will assist the City of Gonzales with any of these processes if directed to do so.

Phase 5 - By 2034

By 2034, the City of Gonzales will be required to:

- Complete the validation of a Non-Lead Validation Pool from initial inventory.

LSPS Solutions, LLC staff will assist the City of Gonzales with this if directed to do so.

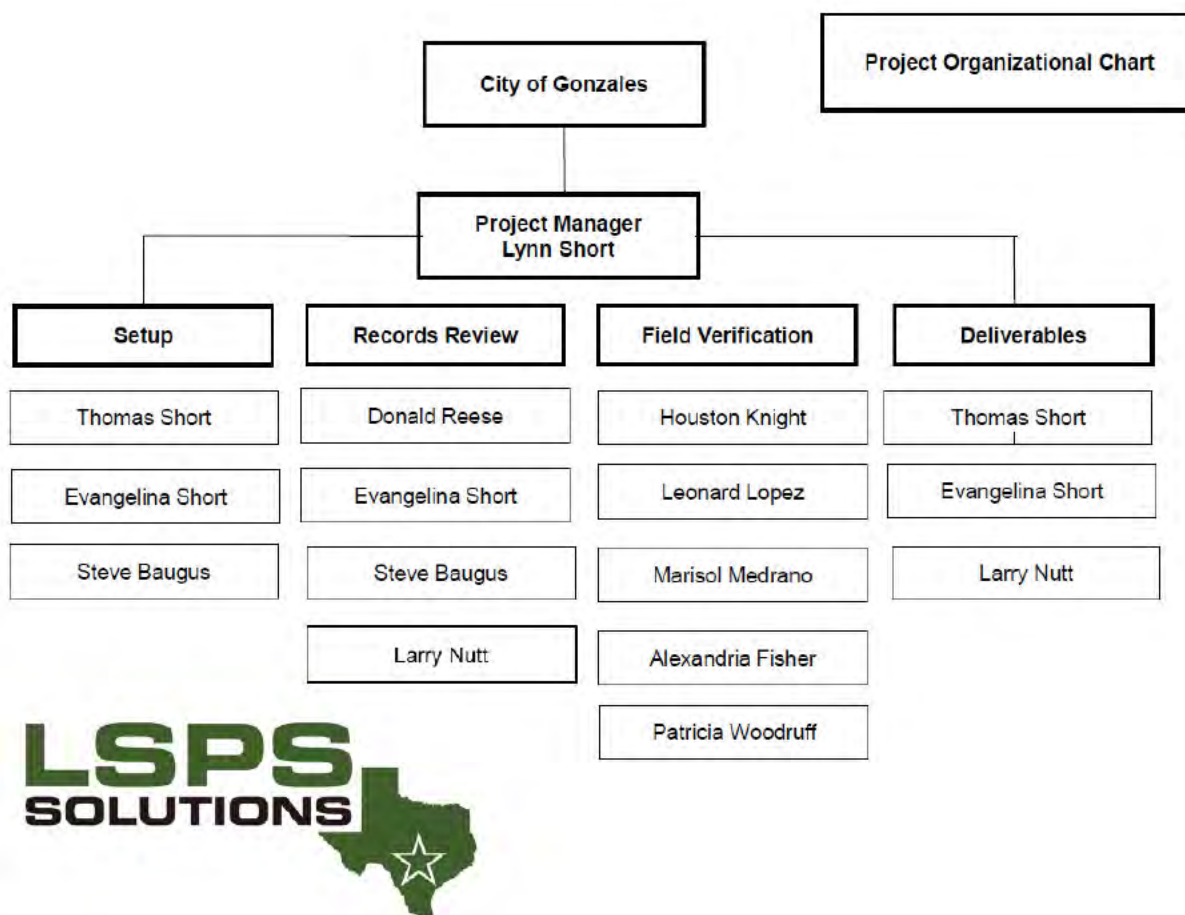
Phase 6 – By 2037

By 2037, the City of Gonzales will be required to:

- Complete the mandatory LSL, GRR replacement.
- Complete material verification of all previously UNKN service lines.

LSPS Solutions, LLC staff will assist the City of Gonzales with any of this if directed to do so.

Key Personnel



Lynn Short, President/CEO



Lynn Short is the President of LSPS Solutions, LLC, a consulting firm that provides planning, asset management, and operational consulting services to public sector entities. In 2017 he retired from a 25-year career with the City of Victoria where he served as Director of Public Works.

He has a Bachelor of Applied Arts and Sciences from the University of Houston-Victoria in Management and an Associates of Applied Sciences degree in Environmental Engineering Technology from the Texas State Technical Institute in Waco.

He holds both a Class “A” Water and a Class “A” Wastewater Operator’s License.

Throughout his career, Lynn has served in many different roles. He grew up in the water/wastewater industry as his family owned and operated a water well contracting company in the Texas Hill Country. Lynn worked in the family business until he graduated from high school in 1980.

After graduation, Lynn moved to Waco, Texas to attend Texas State Technical Institute, where he earned an Associates of Applied Sciences degree in Environmental Engineering Technology. While attending TSTI, Lynn worked several part-time public-sector water/wastewater jobs in the Waco area to help put himself through school. These jobs included serving as Wastewater Plant Operator for the City of Mart and Water Operator for a contract operations company operating the parks around the US Army Corps of Engineers Lake Belton Project.

After graduating from TSTI, Lynn returned to Kerrville, Texas and re-joined the family water well business for the next ten years. Shortly after working on the TP&WL Fannin Battleground State Park water well between Goliad and Victoria, Lynn sought and acquired a position with the City of Victoria Water/Wastewater Department. Over the next 25 years, Lynn progressed through the ranks at the City of Victoria and rose to the position of Director of Public Works before retiring in 2017.



Thomas Short, Vice President

Thomas Short is the Vice President of LSPS Solutions, LLC, a consulting firm that provides planning, asset management, and operational consulting services to public sector entities.

He is a graduate of Texas A&M University where he obtained a Bachelor of Sciences degree in Agricultural Economics with the Finance and Real Estate option. Thomas Short left his previous role as a strategic pricing analyst with Academy Sports and Outdoors Ltd. and joined LSPS Solutions, LLC in 2018.

While he was working as a strategic pricing analyst for Academy Sports and Outdoors Ltd., Thomas Short performed duties relating to reporting and analytics, price optimization, and markdown strategy. He was pivotal in his role in leading the implementation of Revionics, a price optimization software, for soft-good departments. During this implementation, he would actively meet with Buyers of each of the soft-good departments and run different markdown scenarios with products based on historical sales data and market trends to effectively plan a markdown strategy. Performing these analyses would help the Buyer generate the most revenue while also allowing the products to be sold through before reaching its seasonal expiration.

Since joining LSPS Solutions in 2018, Thomas Short has performed a wide variety of tasks including field collection data, HTML and CSS coding for electronic O&M manuals and assisting in much of the asset management projects LSPS Solutions has completed for other municipalities and entities. He recently assisted in conducting a successful rate study for the City of Point Comfort, Texas.

Thomas's previous experience with price optimization and strategy has provided an analytical approach to performing studies and assists in showing the effects of how different scenarios could potentially affect a utility.



Donald Reese – Senior Technician / Regional Sales Mgr

Donald joined LSPS Solutions in November 2021. Prior to joining LSPS Solutions, Donald was the Assistant City Manager over Public Services and Utilities for the City of Brenham. He joined the City in January of 2020.

While at Brenham, he personally conducted a cost-of-service study for the water, wastewater, gas and electric utilities and oversaw a rate study for the same utilities.

Prior to Brenham, Donald served the City of Victoria for 20 years where he started as a staff accountant and held several positions throughout his career, including Utility Billing Office Manager. His final position with Victoria was as the Director of Public Works. While at Victoria, Donald worked with City staff on several rate study projects, one of which was to fund an \$8.3 million Sensus AMI Implementation and Installation project which included the replacement of approximately 23,000 manual read meters. His final rate study reduced the number of variable rate tiers from 7 to 4, making the rates more equitable for all customers while maximizing revenue for the city.

Prior to the City of Victoria, Donald worked at a CPA firm in Victoria where his duties included performing audits of various City and County governments.

Donald graduated from the University of Houston – Victoria in August of 1997 with a Bachelor of Business Administration. He holds a Double “AA” Water / Wastewater License from the TCEQ, and he is an active member of several professional organizations including the Texas Water Utilities Association, Texas Municipal Utilities Association, American Water Works Association, and the American Public Works Association.

Donald’s 22 years of experience in the municipal and utilities industries along with his financial and accounting background make him exceptionally qualified to perform a wide variety of services for our clients.



Steve Baugus, Senior Technician/Regional Sales Mgr.

Steve Baugus joined LSPS Solutions, LLC in 2020. After a 17-year career, with the McAllen Public Utility Steve retired as the Transmission & Distribution Manager. When hired at McAllen Public Utility, Steve worked as a water treatment operator where he obtained his Class “A” Water Operators License. During this time, he was promoted through the ranks to Mechanic, Treatment Plant Supervisor and Treatment Plant Manager.

As McAllen’s new North Water Treatment Plant came online, he was one of the first assigned to operate and evaluate the plant for issues relating to function, operability, design and TCEQ compliance.

After being promoted to Manager, he was tasked with making necessary changes including design, purchase and installation of plant backup generator, relocation of chlorine injection points, and updating and obtaining TCEQ approval for a new CT Study.

Taking on a new role in utilities, Steve assumed the position of Risk and Safety Coordinator. This position had the responsibility to oversee safety aspects of the Utility staff and their work environments. Responsibilities included RMP plans, ERP plans, training and staff development, worksite inspections, ergonomics, accident investigation and assisting with the city’s drug and alcohol program.

When the position of Transmission & Distribution Manager became available Steve was excited to step up and take on a different role within the utility. With a staff of 45 personnel and 800 miles of water mains he worked closely with the Water Laboratory to maintain the utility’s Superior rating. Starting with over 200 dead end mains he was able to reduce the number by 30% prior to his retirement in June 2021.

Steve is an active member and adjunct instructor for Texas Water Utilities Association where he enjoys teaching the various courses required to become a licensed operator.



Larry Nutt, Technician/Consultant

Larry Nutt is a Technician/Consultant for LSPS Solutions, LLC. After a 30-year career with the Texas Department of Criminal Justice, Larry served as the Assistant General Manager for the Brazosport Water Authority (BWA) in Lake Jackson, Texas for nine years.

BWA is a political subdivision of the State of Texas that provides treated surface water to eight cities, three prison units and a Dow chemical plant. While employed at BWA, Larry oversaw all operations of the 17.7 MGD surface water treatment plant, as well as all maintenance and repairs.

Larry introduced and implemented an AMMS Maintenance Management System that began generating work orders and capturing the cost of operating and maintaining the Authority's equipment. Larry wrote BWA's safety manual and implemented a new safety program for the Authority to promote a healthy and safe work environment for the employees.

With Larry's help, BWA extended their service area and constructed a pump station and a large diameter pipeline to serve treated surface water to the City of Rosenberg. He also oversaw the construction of a new 10-million-gallon pre-stressed concrete clear-well, a new high service pump station, a new transfer pump station, electrical upgrades and yard piping, and a new administration building at the Authority's SWTP. Prior to leaving the employment of BWA, Larry worked on developing a new brackish groundwater well and a new RO treatment plant.

In 2020, Larry left the employ of the Authority and began working with LSPS Solutions, LLC. In this role, Larry has performed the AWIA required Risk and Resilience Assessments for the water production and treatment systems for the cities of Victoria, Port Arthur, Harker Heights, Bay City, Cuero, Gonzales, Lake Jackson, Aransas Pass and Edna. Larry's extensive background in water facility operations and maintenance were paramount in the successful completion of these projects.



Evangelina Short, Administrative Assistant

Evangelina Short is an Administrative Assistant at LSPS Solutions, LLC. She's been with the company since April 2020.

Evangelina's strong organizational skills and attention to detail make her a great asset for the company. Evangelina performs a very wide variety of clerical tasks to support the managers and technicians and creates all of the deliverables for the company's clients.

Additionally, Evangelina is technically skilled and is trained in a wide variety of computer applications. Evangelina regularly creates electronic data templates and checklists, programs Slates, and performs data entry for many of LSPS Solutions, LLC's digital data collection projects. She is responsible for much of the LSL database setup.



Alexandria Fisher, Field Technician

Alexandria Fisher has been employed with LSPS Solutions, LLC since October 2022. She specializes in performing field verification of water service line materials and collecting and recording GPS coordinates of infrastructure. She is currently leading the field verification activities for the City of Lake Jackson LSL Inventory.



Patricia Woodruff, Field Technician

Patricia Woodruff has been employed with LSPS Solutions, LLC since October 2022. She performs field verification of water service line materials and collects and records GPS coordinates of infrastructure. She is currently working on the field verification activities for the City of Lake Jackson LSL Inventory Project.

EFFECTIVE INFRASTRUCTURE SOLUTIONS



Response to RFP
Lead and Copper Rule Revisions



Leonard Lopez, Field Technician

Leonard Lopez is a recent new hire for LSPS Solutions. He performs a wide variety of field operations. He specializes in mobile sandblasting and painting but can also perform field verification of water service line materials and can collect and record GPS coordinates of infrastructure. Leonard is based out of Victoria, Texas.



Houston Knight, Field Technician

Houston Knight is a recent new hire for LSPS Solutions. He performs field verification of water service line materials and collects and records GPS coordinates of infrastructure. He is currently working on the City of Bay City LSL Inventory Project. Houston is based out of Katy.



Marisol Medrano, Field Technician

Marisol Medrano is a recent new hire for LSPS Solutions. She performs field verification of water service line materials and collects and records GPS coordinates of infrastructure. She is currently working on the City of Pflugerville LSL Inventory Project. Andrew is based out of the College Station, Texas area.

Team Experience

LSPS Solutions, LLC is a Public Works/Public Utilities consulting firm based in Victoria, Texas that provides a wide variety of specialized services to municipalities and other local government entities. Our founder and President, Lynn Short, is a retired Public Works Director with over 40 years of experience in the water/wastewater industry. He spent the last 25 years of his public sector career working for the City of Victoria.

LSPS Solutions, LLC was founded in January 2017, when Lynn Short retired from his role as Public Works Director for the City of Victoria. LSPS Solutions, LLC currently has nine (9) full-time employees and ten (10) part-time employees working out of offices in Victoria, McAllen, Lake Jackson, West Columbia, College Station, Katy, and Brenham, Texas.

LSPS Solutions, LLC is made up of municipal water and wastewater utility professionals that have many years of actual operations, maintenance, and management experience, and that experience allows us to bring a unique insight to utilities and public works projects. Although LSPS Solutions is not an engineering firm, we do offer a full range of civil engineering and surveying services through strategic partnerships we have developed with Urban Engineering and Urban Surveying of Victoria, Texas.

LSPS Solutions, LLC performs the following types of projects for our public sector clients:

- Comprehensive Asset Management Solutions for Water and Wastewater Systems
- Development of Design Standards and Standard Details
- Development of Standard Operating Procedures
- GIS and Mapping
- Electronic O&M Manuals
- Regulatory Compliance, (i.e., LSL Inventories, AWIA, ERP, EPP, Corrosion Studies, etc.)
- Monitoring Plans and Capital Improvement Plans
- Rate Studies
- GPS and Data Collection

Since LSPS Solutions, LLC was founded in 2017 the firm has successfully completed a very wide and diverse assortment of projects for our public sector clients in Texas. Many of these projects, like the one that is the subject of this RFQ, are the result of regulatory mandates that our clients have had to perform in order to comply with new statutes or rules enacted or enforced by the regulatory agencies.

LSPS Solutions has successfully completed LSL Inventory Projects for the City of Centerville, the City of Hallettsville, the City of Madisonville, and the Markham Municipal Utility District. Key information about these projects is included below:

EFFECTIVE INFRASTRUCTURE SOLUTIONS



Response to RFP
Lead and Copper Rule Revisions

City of Centerville LSL Inventory Project
George Holleman, Public Works Director
City of Centerville
325 E. St. Mary's Street
Centerville, TX 75833
903 / 536-2515

Project Amount - \$22,750.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Marisol Medrano
Completed in 2023

City of Hallettsville LSL Inventory Project
Grace Ward, City Administrator
City of Hallettsville
101 N. Main Street
Hallettsville, TX 77964
361 / 798-5952

Project Amount - \$49,500.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Marisol Medrano
Completed in 2023

City of Madisonville LSL Inventory Project
Fabrice Kabona, City Manager
City of Madisonville
210 W. Cottonwood
Madisonville, TX 77864
936 / 348-2748

Project Amount - \$70,910.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Marisol Medrano
Completed in 2024

Markham MUD LSL Inventory Project
Jonathan Vavra, Operations Contractor
16 FM 2431
Markham, Texas 77456
979 / 240-0292

Project Amount - \$21,150.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Marisol Medrano
Completed in 2024

We are currently performing LSL Inventory Projects for the City of Lake Jackson, the City of Bay City, and the City of Pflugerville.

City of Lake Jackson LSL Inventory Project
Debbie Webb, Interim Public Works Director
City of Lake Jackson
25 Oak Drive
Lake Jackson, TX 77566
979 / 482-4821

Project Amount - \$350,000.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Alexandria Fisher
Expected Completion: August 2024

EFFECTIVE INFRASTRUCTURE SOLUTIONS



Response to RFP
Lead and Copper Rule Revisions

City of Bay City LSL Inventory Project
Krystal Mason, Asst. Public Works Director
City of Bay City
1217 Avenue J
Bay City, TX 77414
979 / 245-0756

Project Amount - \$249,843.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Houston Knight
Expected Completion: August 2024

City of Pflugerville LSL Inventory Project
Brandon Pritchett, Public Works Director
City of Madisonville
210 W. Cottonwood
Madisonville, TX 77864
512 / 990-6402

Project Amount - \$70,910.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Houston Knight\Leonard Lopez
Expected Completion: March 2024

We are also just beginning LSL Inventory Projects for the City of Live Oak and the City of Brazoria.

City of Live Oak LSL Inventory Project
Mark Wagster, Public Works Director
City of Live Oak
8001 Shin Oak Drive
Live Oak, TX 78233
210 / 653-9140

Project Amount - \$112,366.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Marisol Medrano
Expected Completion: August 2024

City of Brazoria LSL Inventory Project
David Kocurek, Project Manager
City of Brazoria
01 S. Main
Brazoria, TX 77422
979 / 798-2489

Project Amount - \$49,300.00
Key Personnel – Lynn Short
Donald Reese
Evangelina Short
Houston Knight\Leonard Lopez
Expected Completion: July 2024

Similar Projects - Pipe Location and Mapping

Brazosport Water Authority is a wholesale treated water provider in Lake Jackson, Texas that supplies treated drinking water from the Brazos River to eight member cities, two prison units, and two large industrial chemical plants. They operate an 18 MGD surface water treatment plant, a 5 MGD pumping station and ~100 miles of large diameter water transmission pipelines.

In fiscal year 2018, the Brazosport Water Authority hired LSPS Solutions, LLC to collect and

assemble information on all of its water transmission pipelines, accurately map the pipelines, and create a variety of management tools, (including GIS layers, .kmz files, annotated construction plans, and .pdf data sheets, and as-built aerial imagery), that their staff could use to operate and maintain the pipeline segments more efficiently.

Brazosport Water Authority Regional Pipeline Mapping Project(s)

Project Status – Complete

Completion Date – 9/30/2021

Project Amount - \$506,348.00

Project Reference – Ronald Woodruff, General Manager

979 / 297 - 2715

<mailto:rwoodruff@bwawater.org>

References

LSPS Solutions, LLC is pleased to provide the following references for similar work we have performed:

Debbie Webb, Interim Public Works Director

City of Lake Jackson

25 Oak Drive

Lake Jackson, TX 77566

dwebb@lakejacksontx.gov

979 / 482-4821

Grace Ward, City Administrator

City of Hallettsville

101 N. Main Street

Hallettsville, TX 77964

cityadmin@cityofhallettsville.org

361 / 798-5952

Krystal Mason, Asst. Public Works Director

City of Bay City

1217 Avenue J

Bay City, TX 77414

kmason@cityofbaycity.org

979 / 245-0756

Standard Agreement Acknowledgement

LSPS Solutions, LLC has read the City of Gonzales' Standard Consultant Services Agreement and we agree to enter into the Agreement without any changes.

Conflict of Interest Statement

LSPS Solutions, LLC warrants that there is no Conflict of Interest resulting from any financial, business or other relationship with the City of Gonzales that may have an impact upon the outcome of the contract or project.

Workforce Allocation

LSPS Solutions, LLC estimates the following personnel hours by task and job title:

Task	Job Title	Estimated Hours
Initial File Creation, GIS Map Creation, Data Population, and Upload	President / CEO	20
	Senior Technician	30
	Administrative Asst.	30
Records Review and Data Population after Initial Upload	President / CEO	16
	Senior Technician	80
	Administrative Asst.	40
Field Data Collection of Verification and Data Population	Field Technician	300
	Field Technician	300
Final Export, Creation of Deliverables, QC Check, Edits, etc.	President / CEO	20
	Administrative Asst.	20

Cost

LSPS Solutions, LLC agrees to perform the Phase 1 services for the City of Gonzales for the unit costs shown in the following table:

Task	Unit Price
Initial File Creation, GIS Map Creation, Data Population, and Upload	\$2.50 per Service Line
Records Review and Data Population after Initial Upload	\$8.00 per Service Line
Field Data Collection of Verification and Data Population	\$25.00 per Service Line
Final Export, Creation of Deliverables, QC Check, Edits, etc.	\$2.50 per Service Line
Maximum per Service Line for all Tasks	\$38.00 per Service Line

*Based on an estimated 3,300 services the total Phase 1 services should not exceed \$125,400.00.

LSPS Solutions, LLC agrees to perform the Phase 2 services and any Optional Tasks referenced above for the City of Gonzales for the hourly rates shown in the following table:

LSPS Solutions Rate Sheet

Staff Description	FY 2024 Rate
Principal / Project Manager	\$175.00
Administrative Asst. / Data Input	\$ 75.00
Programmer/Technician	\$ 150.00
Senior Programmer/Technician	\$165.00
Clerical	\$ 60.00
Intern	\$ 60.00

* Mileage will be charged at the standard IRS rate

** A multiplier of 1.15 will be applied to all direct expenses

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Resolution #2024-26 Authorizing the City Manager to Execute a Publicity and Tourism Agreement with the Chamber of Commerce for the hosting and operations of the Gonzales Chamber of Commerce

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City engaged in an agreement for the Tourism related responsibilities as well as the hosting and operations of the Gonzales Visitor Information Center on October 12, 2023. This amended contract is being presented for City Council consideration for the remainder of the current fiscal year. The changes being presented are to provide employment services to the Chamber of Commerce that enhances benefit opportunities to the staff and will provide continuity for the community as a whole.

POLICY CONSIDERATIONS:

The agreement with the Chamber of Commerce for hosting and operation of the Visitor Information Center will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code.

FISCAL IMPACT:

The funding for the Visitor Information Center will continue to be funded from the following budgeted line item: 7-811.412 (Visitor Center). The Chamber will reimburse the City for the personnel costs and other administrative costs as necessary.

ATTACHMENTS:

Proposed agreement with the Chamber of Commerce

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2024-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE CHAMBER OF COMMERCE FOR THE HOSTING AND OPERATIONS OF THE GONZALES VISITOR INFORMATION CENTER; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council, in writing, must approve in advance the annual budget of the Chamber and must require the Chamber to make periodic reports to the City Council at least quarterly listing the expenditures made by the Chamber with HOT Funds; and,

WHEREAS, the Chamber must maintain HOT Funds in a separate account established for that purpose and may not commingle that revenue with any other money; and,

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

WHEREAS, the approval by the City Council of the annual budget of the Chamber creates a fiduciary duty in the Chamber with respect to the HOT Funds; and,

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to Execute a contract with the Chamber of Commerce for the hosting and operations of the Gonzales Visitor Information Center as attached in Exhibit "A" in the amount of \$183,000.00 for advertising and other costs to be expended in conformance with Texas Tax Code Section 351.001.

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

Section 4. The Gonzales Chamber of Commerce shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

BUDGET AND DISBURSEMENT SCHEDULE FOR FY 2023-2024

The Budget for FY2023-24 reflects anticipated expenditures of \$183,000.00 in the manner delineated below and with the following disbursement schedule in conjunction with quarterly reports submitted to the City Council;

October 1, 2023	\$15,250.00
November 1, 2023	\$15,250.00
December 1, 2023	\$15,250.00
January 1, 2024	\$15,250.00
February 1, 2024	\$15,250.00
March 1, 2024	\$15,250.00
April 1, 2024	\$15,250.00
May 1, 2024	\$15,250.00
June 1, 2024	\$15,250.00
July 1, 2024	\$15,250.00
August 1, 2024	\$15,250.00
September 1, 2024	\$15,250.00

STATE OF TEXAS §
 §
COUNTY OF GONZALES §

KNOWN ALL MEN BY THESE PRESENT:

PUBLICITY AND TOURISM AGREEMENT

This **PUBLICITY AND TOURISM AGREEMENT** dated October 1, 2023 (the "Agreement"), is entered into between the **CITY OF GONZALES, TEXAS**, a home rule city (the "City"), and the **GONZALES CHAMBER OF COMMERCE**, a Texas nonprofit corporation (the "Chamber").

RECITALS:

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

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

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

WHEREAS, the City Council, in writing, must approve in advance the annual budget of the allocated HOT Funds of the Chamber and must require the Chamber to make periodic reports to the City Council at least quarterly listing the expenditures made by the Chamber with HOT Funds; and,

WHEREAS, the Chamber must maintain HOT Funds in a separate account established for that purpose and may not commingle that revenue with any other money; and,

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

WHEREAS, the approval by the City Council of the annual budget of the Chamber creates a fiduciary duty in the Chamber with respect to the HOT Funds; and

WHEREAS, the Chamber also provides for the advancement of business in the greater Gonzales area by preserving the competitive system of business by creating awareness and appreciation of local businesses, understanding of the needs and concerns of the community, and assisting in the expansion and growth of local business; and

WHEREAS, the Chamber has need of professional staffing to provide planning, coordination and implementation of its operational activities and is desirous of partnering with

the City for these administrative services; and

WHEREAS, the City has determined that the Chamber's activities are recognized by law as being in the public interest and serving a public purpose.

AGREEMENT:

For and in consideration of the mutual promises, covenants, benefits, and obligations hereafter set forth, the City and the Chamber hereby agree and contract as follows:

ARTICLE I. HOT FUNDS SERVICES

- A. The City hereby agrees that in consideration for advertising, promoting tourism and the convention and hotel industry in the City, the City will pay to the Chamber a portion of the HOT Funds collected.
- B. The Chamber agrees that any HOT Funds entrusted to it by the City shall be used only as permitted in Section 351.101 of the Texas Tax Code, as amended, and such entrustment creates a fiduciary duty in the Chamber for the appropriate use of the HOT Funds.
- C. The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the City by providing the following services:
 - (1) Participating with state and regional agencies in tourist development programs of benefit to the local area and to the City; and
 - (2) Using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.
 - (3) Fully staffing and administering Visitor Information Center (7) days a week, Monday thru Friday 8:00 A.M. until 5:00 P.M., Saturday 9:00 A.M. until 4:00 P. M. and Sunday 1:00 P.M. until 4:00 P.M. Holiday hours will be 9:00 A.M. until 3:30 P.M.
 - (4) Greeting visitors to the City in person, online and by telephone, to answer their questions and provide information on Gonzales lodging, restaurants, shops, visitor services and area tourist destinations and sends visitor information packets by mail when requested and is responsible for answering any leads from printed advertising.
 - (5) Providing an employee who shall serve as the Gonzales Tourism Coordinator.
 - (6) The Gonzales Tourism Coordinator shall attend all CVB board meetings

to provide input and support and serve as the CVB Board liaison for the Chamber and City. As such, the Gonzales Tourism Coordinator will coordinate the appropriate posting of CVB Board meeting agendas with the Board Chair and City Secretary

- (7) Provide building/location
- (8) Keeps all accounting records and maintains a separate banking/checking account for all expenditures of Hotel/Motel Tax funds (no co-mingling of funds, no bookkeeping or accounting services to be provided by the City). If receipts for services rendered are submitted in arrears, upon approval of the receipts by the City confirming expenses are allowable under state statutes, quarterly payments can be distributed to the Chamber directly without the utilization of a separate banking/checking account. In the event any HOT funds received exceed the amount of the expenditures for the quarter upon which receipts for reimbursement have been submitted, the remaining balance of HOT funds allocated for said quarter will be held in a separate account as required by law.
- (9) Submit in advance, the annual budget of the allocated HOT Funds of the Chamber, in writing, for approval by the City Council, with respect to HOT Funds and projected expenditures.
- (10) Presents a quarterly report to the City Council with an itemized breakdown for the usage of all Hotel/Motel Tax Funds, appropriately categorized by function and purpose.
- (11) Ensure that the Visitor Center staff maintain visitor records/logs, as required by the State of Texas Department of Transportation Travel Division and report, quarterly and annually (more often if required) to be a part of the Texas Travel Literature Program) and to be recognized by the State as Gonzales' official Travel Information Center
- (12) Prepare and provide a business plan outlining the Chamber's approach to providing a high-quality visitor experience.
- (13) Ensure that the Visitor's Center carries an inventory of souvenirs promoting Gonzales to be sold on all Open days and accept payment of cash and credit cards during all hours of operation.
- (14) Ensure that staff and volunteers have access to telephones and souvenirs during all hours of operations
- (15) Ensure that the Visitors Center is Open for the following holidays:
 - a. Texas Independence Day
 - b. Memorial Day

- c. July 4th
 - d. Labor Day
 - e. Veterans Day
 - f. MLK Day
 - g. President's Day
 - h. Columbus Day
- D. The Chamber further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.
- E. The Chamber shall provide such office space, equipment, supplies and other materials as may be necessary in support of these activities.
- F. It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer, agent, or employee of the City.

ARTICLE II. HOT FUNDS ADMINISTRATION

- A. The Chamber shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget outlining the utilization of the HOT Funds for the upcoming year. Said budget shall include maximum dollar amounts for both the services and products separately.
- B. It is understood and agreed by and between the parties that, upon approval of this Agreement by the City, a fiduciary duty is created in the Chamber with respect to expenditure of revenue provided.
- C. The City of Gonzales shall make payment to the Chamber for services (e.g., operations of visitor's center) rendered on a monthly basis.
- D. Chamber shall provide to the City quarterly reports on the activities that are conducted to benefit the City. These reports shall be presented to the City Council.
- E. The Chamber may spend hotel occupancy tax funds for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if such expenditures have been previously approved in the budget and if directly related to the promotion of tourism.

ARTICLE III. ADMINISTRATIVE SERVICES

- A. The City will provide administrative services to Chamber and will serve as the employer of record for those employees receiving work product direction from the Chamber.
- B. The identified Chamber Employees shall be City employees for all purposes, including but not limited to, payroll disbursement and all fringe benefits, including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefits normally extended to the City employees. All costs incurred by the City for providing Chamber Employees will be reimbursed by Chamber.
- C. The hiring, supervision, performance evaluation and termination of the City employees providing administrative services shall be the responsibility of the City Manager and Chamber and should be consistent with the City of Gonzales Personnel Policy Manual. The responsibility and authority for employment related actions shall be as follows:
 - a. The City Manager shall have the sole authority and responsibility for disciplinary action, including termination, arising from a violation of the City of Gonzales Personnel Policy Manual. The City Manager shall notify the Chamber President about the general nature of any disciplinary action taken.
 - b. The Chamber shall have input on matters arising from performance issues and duties related to the administrative services and shall have input on the initial hiring decisions of the City.
- D. The creation of new job descriptions including these administrative services require the approval of City Council. The number of positions, job descriptions, salary, and salary range for each position shall be within the discretion of the Chamber, but shall be based upon a recommendation from the City, as employer of record. Decisions relating to salary increases, if any, are the sole responsibility of the Chamber when related to performance and the sole responsibility of the City when given or withheld based upon non-performance related criteria for all City employees. All salary adjustments shall be dependent on available funding and consistent with the City's compensation plan strategies as approved through the annual budget process. Deviations, when necessary, should be by mutual agreement between the City and Chamber.
- E. The administrative services provided by the City shall be in conformance with the identified job descriptions, attached as Exhibit C, and the City's Personnel Policy Manual and will provide sufficient staffing for the operation of Chamber programs. The City Manager or his designee shall meet with the Chamber, as requested from time to time in closed session regarding the administrative services to receive the Chambers's input regarding such matters.

- F. The Chamber shall provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement.

ARTICLE IV.

This Agreement shall be effective upon approval by the City Council. This Agreement shall be for a period of one (1) fiscal year beginning with FY2023-2024. The Chamber and City shall review this Agreement annually as part of the budget process and adoption. Either party may terminate this Agreement at any time by providing the other party thirty days written notice prior to the beginning of the next fiscal year.

ARTICLE V.

Chamber shall secure from a good and responsible company or companies doing insurance business in the State of Texas, pay for and maintain in full force and effect for the duration of this Agreement a policy of comprehensive automobile and worker's compensation and employee's Liability Insurance in which the City is the named insured or is named as an additional insured with the Chamber and shall furnish a Certificate of Liability Insurance to the City Manager before execution of this Agreement by the City or within a reasonable time after execution.

Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the policy shall:

1. Workers Compensation Insurance: The Chamber 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 (as required by law).
2. General Liability Insurance: The Chamber 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 Chamber or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$1,000,000.
3. Automobile Liability Insurance: Chamber 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,

4. **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.
5. Evidence of such insurance shall be attached as Exhibit "D".

- A. Each fiscal year, as a part of the annual budget process, the Chamber shall submit the budget for that fiscal year, along with a schedule of quarterly payments. The Budget and Disbursement Schedule for FY 2023-2024 is attached as Exhibit A HOT Funds and Exhibit B Administrative Services.
- B. Each fiscal year, a Budget and Disbursement Schedule shall be submitted for approval and attached hereto as an Exhibit.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail. Such notice must be sent certified mail, return receipt requested or registered mail as follows :

If to the Chamber: Gonzales Chamber of Commerce
414 St Lawrence Street Gonzales, Texas 78629
Attention: Executive Director

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ARTICLE IX.

This Agreement shall be subject to the laws and statutes of the State of Texas and venue for any cause of action arising hereunder shall be Gonzales County.

ARTICLE X.

The Chamber of Commerce and Visitor Center agrees to and shall indemnify and hold harmless and defend the City of Gonzales, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Gonzales Chamber of Commerce and Visitor Center, its officers, agents and employees carried out in furtherance of this Agreement.

ARTICLE XI.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to the other persons or circumstances shall not be affected thereby.

ARTICLE XII.

This Agreement shall be amended only by the mutual written consent of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

City of Gonzales

By: _____
Timothy L. Crow, City Manager

Gonzales Chamber of Commerce and Visitor Center

By: _____
Wayne Baker, President

By: _____
_____, Executive Director

EXHIBIT A

BUDGET AND DISBURSEMENT SCHEDULE FOR FY 2023-2024

The Budget for FY2023-24 reflects anticipated expenditures of \$183,000.00 in the manner delineated below and with the following disbursement schedule in conjunction with quarterly reports submitted to the City Council;

October 1, 2023	\$15,250.00
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June 1, 2024	\$15,250.00
July 1, 2024	\$15,250.00
August 1, 2024	\$15,250.00
September 1, 2024	\$15,250.00

EXHIBIT B

1. Financial services including: payroll
3. Human Resources Support

EXHIBIT C



EXECUTIVE DIRECTOR

Who We Are

The Gonzales Chamber of Commerce and Agriculture is membership association committed to the advancement of business in the greater Gonzales area. As a non-profit organization, the Gonzales Chamber exists to preserve the competitive system of business in our area by creating awareness and appreciation of local businesses, understanding the needs and concerns of our members and assisting in the expansion and growth of local business by the promotion of economic programs of a civic, social and cultural nature designed to bring value and prosperity to our community.

What We Are Looking For

The Gonzales Chamber of Commerce & Agriculture is looking to hire an Executive Director responsible for planning, coordinating, and implementing the operational activities of the Chamber. The Executive Director will represent the Chamber with the membership, tourists, public agencies and officials, local organizations, and the public.

How You Will Help

- Foster positive and effective Chamber relations using good business practice, sound judgment and tact.
- Manage, motivate, mentor, and coach the Chamber staff to become the best leaders they can be.
- Organize and lead the execution of operational and strategic business plans, ensuring the necessary resources are in place to achieve the desired results.
- Maintain and manage the day-to-day operations of the office of the Chamber.
- Maintain permanent records of the organization including bylaws, policies, procedures, legal and financial contracts, rulings and documents, important communications with the membership and other organizations or individuals.
- Keep records of calendar of organization meetings, events and records of the membership, billing, updated contact names, address, email, and website and membership size.
- Responsible for applying for HOT funds and submitting quarterly reports to the City of Gonzales.
- Participate in Board of Directors meetings, by preparing agendas, sending meeting notices, distributing minutes, financial reports, etc.
- Plan, coordinate or manage fundraising efforts, events, and membership recognition activities.
- Assist the Board of Directors by forming, overseeing, developing, and ensuring participation of Chamber subcommittees including the Come and Take It Committee.
- Coordinate and attend new member groundbreaking events and other fundraisers.
- Oversee merchandise orders, inventory, sales, design, and online store.
- Perform other duties as assigned.

Experience/Skills You Will Need

- Excellent leadership and interpersonal skills.
- Excellent verbal, written and presentation skills.
- Experience with budget planning, monitoring, and tracking.



- Excellent project management and organization skills with the ability to effectively evaluate and manage conflicting priorities in a fast-paced environment with multiple deadlines.
- Must be diplomatic and have a good knowledge of local government operations.
- Self-motivated individual with a strong work ethic and high attention to detail.
- Flexibility to work after hours, weekends or during occasional extreme weather conditions as necessary
- Ability to complete projects with limited supervision and direction.
- Must have a reliable vehicle, a valid Texas driver's license.
- Must reside Gonzales County.
- Must be able to lift 35-40 lbs.

Preferred Experience/Skills

- Bachelor's degree from an accredited academic institution or at least five years of senior executive experience in a chamber of commerce or closely related field or organization.
- Experience with social media venues including Facebook, Twitter, Instagram, LinkedIn.
- Strong working knowledge of the chamber of commerce industry including but not limited to volunteer management, program administration and strategic planning.
- Experience in marketing, social media, and promotion.



TOURISM COORDINATOR

Who We Are

The Gonzales Chamber of Commerce and Agriculture is a non-profit, membership organization committed to the advancement of business in the greater Gonzales area. As a non-profit organization, the Gonzales Chamber exists to preserve the competitive system of business in our area by creating awareness and appreciation of local businesses, understanding the needs and concerns of our members and assisting in the expansion and growth of local business by the promotion of economic programs of a civic, social and cultural nature designed to bring value and prosperity to our community.

What We Are Looking For

The Gonzales Chamber of Commerce & Agriculture is looking to hire a Tourism Coordinator responsible for a full range of activities to develop a successful tourism program for Gonzales County. The Tourism Coordinator will develop planning goals for the successful growth of tourism in Gonzales by promoting our community through our essential role in Texas history as well as our deep-established agricultural industry.

How You Will Help

- Develop a signature marketing and tourism plan for the Gonzales County which include benchmarks to determine success.
- Create an enhanced tour map with living history recreations or reenactments for visitors to attend at scheduled times annually.
- Develop a tour map of area cemeteries for ancestral and genealogical trips.
- Develop and provide a scheduled a Gonzales area tour marketed to increase heritage tourism.
- Encourage overnight stays by contacting historical groups and assisting in their travel accommodations and other local amenities.
- Communicate with the Texas Historical Commission to further develop and nurture visits to our community.
- Perform other duties as assigned.

Experience/Skills You Will Need

- An existing knowledge of the geographic layout of Gonzales County and surrounding areas, including tourist attractions.
- Understanding or experience with the roles and functions of a tourism department.
- Excellent project management and organization skills with the ability to effectively evaluate and manage conflicting priorities in a fast-paced environment with multiple deadlines and with little supervision.
- Ability to communicate to large groups and give multiple presentations with clarity and enthusiasm.
- Self-motivated individual with a strong work ethic and high attention to detail.
- Flexibility to work after hours and weekends.
- Must be able to lift up to 50 lbs.
- Must have a reliable vehicle, a valid Texas driver's license.
- Must reside in Gonzales County.

Preferred Experience/Skills

- Bachelor's degree from an accredited academic institution or at least five years of experience in a tourism department or closely related field or organization.
- Experience with social media venues including Facebook, Twitter, Instagram, LinkedIn.
- Strong working knowledge of the non-profit industry including but not limited to volunteer management, program administration and strategic planning.
- Experience in marketing, social media, and promotion.



First shot fired for Texas independence, Oct. 2, 1835

ADMINISTRATION – OPERATIONS COORDINATOR

Who We Are

The Gonzales Chamber of Commerce and Agriculture is membership association committed to the advancement of business in the greater Gonzales area. As a non-profit organization, the Gonzales Chamber exists to preserve the competitive system of business in our area by creating awareness and appreciation of local businesses, understanding the needs and concerns of our members, and assisting in the expansion and growth of local business by the promotion of economic programs of a civic, social and cultural nature designed to bring value and prosperity to our community.

What We Are Looking For

The Gonzales Chamber of Commerce & Agriculture is looking to hire an Operations Coordinator responsible for planning, coordinating, and implementing the operational activities of the Chamber. The operations Coordinator will assist the Executive Director and represent the Chamber with the membership, tourists, public agencies and officials, local organizations, and the public.

How You Will Help

- Greeting visitors and members in an energetic and welcoming manner
- Highly organized and Customer-service minded
- Qualified candidates must have strong written and communications skills along with a strong working knowledge of Microsoft Office Packages (Word, Excel, Outlook, and PowerPoint). This role works internally with management, as well as the board of directors, City of Gonzales, Gonzales County, and Chamber committee members.
- Answering and logging all calls with a detailed description
- Assisting customers with merchandise purchases and collecting payments by cash, check, and charge
- Daily sales reconciliation
- Managing tour leads by phone, in person, by mail, and email
- Monitoring emails and voicemails
- Managing and coordinating events for members
- Promoting member events on social media and Chamber community calendar
- Navigation of an internal E-Chamber program by applying member payments, entering new members, tracking chamber events, monthly membership invoicing, and producing reports for those transactions

- Responsible for coordinating Chamber events through email and text messages Responsible for assisting Executive Director with quarterly reports
- Responsible for submitting visitor totals on a quarterly basis to TXDOT
- Updating and distributing rental listings and member directories upon request
- Responsible for tracking referrals to all member businesses via phone, internet, and member-initiated events
- Monitor and maintain website and social media accounts
- Create bi-monthly Cannon Blast Newsletter
- Responsible for requesting visitor / tour packet materials / inventory
- Responsible for merchandise inventory and orders
- Responsible for general cleanliness / organization of office and equipment
- Coordinating / tracking payments and locations for arts and craft vendor spaces during the Come and Take It Celebration
- Responsible for attending all fundraising events that benefit the Gonzales Chamber All other duties assigned
- Assisting the Executive director in monitoring student associate

EXHIBIT D

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2024-27 Approving Work Order #75 in the amount of \$69,750 for Engineering, Surveying, CMT and Construction Administration Services for the 2024 Street Improvement Projects.

DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

As part of the 2023-2024 Capital Improvement Plan, monies are budgeted to reclaim, repair and pave portions of Ponton Street, Gardien Street, Hoskins Street and St. Joseph Street back to its original condition before the waterline replacements. There is \$150,000.00 budgeted for the St. Joseph Street. Staff would like to reallocate those funds towards to reclaim, repair and pave Cuero Street to its original condition before the water and wastewater line replacements. Staff would move the St. Joseph Street project to the 2024-2025 Capital Improvement Plan. This contract is for surveying, engineering design, bidding, construction administration and construction materials testing.

POLICY CONSIDERATIONS:

As funds are available, the city should consider performing maintenance and repairs to streets in order to provide for the safety and welfare of the community.

BUDGETARY CONSIDERATIONS:

This Agenda Item will expend up to \$69,750 for engineering, surveying, CMT and project management services out of the Water Fund. This fee is included in the CIP budget estimates for the proposed improvements.

ATTACHMENTS:

Doucet Task Order

STAFF RECOMMENDATION:

Staff respectfully recommends allowing the City Manager to enter into an agreement with Doucet & Associate, Inc. for engineering and project management services for the 2024 Street Improvement Projects.

RESOLUTION NO. 2024-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING WORK ORDER #75 IN THE AMOUNT OF \$69,750 WITH DOUCET & ASSOCIATES FOR ENGINEERING, SURVEYING, CONSTRUCTION MATERIALS TESTING AND CONSTRUCTION ADMINISTRATION OF 2024 STREET IMPROVEMENT PROJECTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as part of the 2023-2024 Capital Improvement Program that City Council approved, certain streets have been selected to be reconstructed, repaired and repaved; and,

WHEREAS, as set forth in the City's Fiscal and Budgetary Policy, recommendations on purchases and contracts over \$25,000 shall be submitted to the Council by the City Manager for Council approval; and,

WHEREAS, the pricing for the engineering, surveying, construction materials testing (CMT) and construction administration services for the 2024 Street Improvement Projects is \$69,750; and,

WHEREAS, the fee is included in the 2023-2024 Capital Improvement Plan budget estimates for the proposed Street improvement projects; and,

WHEREAS, the City Council hereby finds that approval of the work order in the amount of \$69,750.00 with Doucet & Associates for Engineering, Surveying, CMT and Construction Administration of 2024 Street Improvement Projects 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 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 2. The City Council of the City of Gonzales, Texas hereby authorizes approval of Work Order #75 in the amount of \$69,750.00 with Doucet & Associates for Engineering, Surveying, CMT and Construction Administration of 2024 Street Improvement Projects attached hereto as Exhibit A.

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

WORK ORDER NO. 75

In accordance with the Agreement for Professional Services between City of Gonzales ("Client"), and **Doucet & Associates, Inc.** ("D&A"), dated July 12, 2010, this Work Order describes the Services, Schedule, and Payment Conditions for D&A Services on the Project known as:

2024 Street Improvement Projects

Client Authorized

Representative: Tim Crow _____
Address: 820 St. Joseph Street _____
Gonzales, TX 78629 _____
Telephone No.: 830-672-2815 _____

D&A Authorized

Representative: Keith Schauer _____
Address: 829 St. Joseph Street _____
Gonzales, TX 78629 _____
Telephone No.: 512-583-2672 _____

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The estimated Schedule shall be set forth in Attachment A to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a lump sum Work Order. D&A lump sum compensation and provisions for progress and final payments are specified in Attachment A to this Work Order. Payment of **\$ 0.00** is due upon signature of this Work Order and will be applied against the final invoice for this Work Order. D&A shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by D&A at the time the lump sum compensation was agreed upon. If Client wishes D&A to proceed, D&A lump sum compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

CITY OF GONZALES

Signature
Tim Crow / City Manager

Typed Name/Title

Date of Signature

Doucet & Associates, Inc.

Signature
Keith Schauer, P.E. / Program Manager

Typed Name/Title
March 7, 2024

Date of Signature

Attachment A

Work Order 75

SERVICES: Perform Surveying and Engineering services to prepare Plans and Specifications for improvements to the following street improvement projects:

1. Topographic Survey – D&A will perform an on the ground survey to obtain dimensions of street areas to be reconstructed and paved.
2. Construction Documents
 - A. Ponton Street from St. Vincent to Remschel
 - B. Gardien Street from Ponton to Patrick
 - C. Hoskins Street from Cuero to Andrew
 - D. Cuero Street from Church to College
3. Bidding Phase Services – D&A will prepare bid documents, advertisement for bids, and will administer the bidding process including opening and evaluating bids.
4. Construction Phase Services - D&A will administer the contract and provide construction observation services.
5. Construction Materials Testing. – D&A will contract with TSI Labs of Victoria to provide construction materials testing for the projects as necessary.
6. Reimbursable Expenses

SCHEDULE: D&A will work with client to establish an appropriate schedule for this work.

PAYMENT: D&A will perform the above described services for the fees listed below.

1. Topographic Survey	Lump Sum	\$ 4,000.00
2. Construction Documents	Lump Sum	\$ 48,250.00
3. Bidding Phase Services	Lump Sum	\$ 7,000.00
4. Construction Phase Services	Lump Sum	\$ 7,500.00
5. Construction Materials Testing	at Cost	\$ 2,500.00
6. Reimbursable Expenses	at Cost	\$ 500.00
		<hr/>
		\$ 69,750.00

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: March 14, 2024

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales Police Department is applying for Operation Lone Star grant funds for the purchase of a License Plate Readers and overtime for the police department. This equipment and funding would assist the police department's efforts in disrupting human and narcotics trafficking.

POLICY CONSIDERATIONS:

The process to authorize the City Manager to submit and accept a grant if awarded is consistent with current City procedures for grant submittal.

FISCAL IMPACT:

There will not be any fiscal impact if the grant funding is awarded.

ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS:

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

AGENDA ITEM

Public Hearing, Discussion & Possible Action on Resolution #2024-28 Authorizing the City Manager to submit, and accept if awarded, an application and associated documents to the Office of the Governor, for up to \$80,000 in Operation Lone Star Grant Funds, for the Purchase of License Plate Readers and overtime for the Gonzales Police Department Officers and Dispatchers

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT, AND ACCEPT IF AWARDED, AN APPLICATION AND ASSOCIATED DOCUMENTS TO THE OFFICE OF THE GOVERNOR, FOR UP TO \$80,000 IN OPERATION LONE STAR GRANT FUNDS, FOR THE PURCHASE OF LICENSE PLATE READERS AND OVERTIME FOR THE POLICE DEPARTMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Gonzales supports the application for and acceptance of grant funds through the Office of the Governor for Operation Lone Star (OLS) grant funds for the purchase of License Plate Readers and funding for overtime; and

WHEREAS, the amount of the Operation Lone Star (OLS) grant would be in an amount not to exceed \$80,000; and

WHEREAS, the Office of the Governor, 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 OLS 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, THAT:

Section 1. The City Council of the City of Gonzales, Texas, hereby authorizes the City Manager to submit, and accept if awarded, an application and associated documents to the Office of the Governor, for up to \$80,000 in Operation Lone Star Grant Funds, for the Purchase of one police vehicle, one drone and overtime, for the Police Department.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: March 14, 2024

AGENDA ITEM

Public Hearing, Discussion & Possible Action on Resolution #2024-29 Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Texas General Land Office (GLO) for \$2,999,400 in CDBG-MIT grant funds for Infrastructure Improvements to Mitigate the Impact of Future Flooding Events

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Department of Housing and Urban Development (HUD) approved the Texas General Land Office's (GLO) amended plan for Community Development Block Grant Mitigation (CDBG-MIT) grant funds to be allocated through the Golden Crescent Regional Planning Commission, to the City of Gonzales, in the amount of \$2,999,400. Half (50%) of the allocated funds must be used to benefit low to moderate income areas of the City.

Public comment on the City of Gonzales' application for these funds was taken from February 22, 2024 through March 8, 2024. Any comments and responses received during the public comment period or at this public hearing will be incorporated into the grant application. The grant application will be submitted to the General Land Office on Friday, March 15, 2024. The grant application was originally submitted to the General Land Office on October 20, 2023 but was revised to combine two project areas into one.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this Resolution

RESOLUTION NO. 2024-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, AND ACCEPT IF AWARDED, A GRANT FROM THE GENERAL LAND OFFICE (GLO), THROUGH THE METHOD OF DISTRIBUTION (MOD) OF THE GOLDEN CRESCENT REGIONAL PLANNING COMMISSION (GPRPC), IN THE AMOUNT OF \$2,999,400, 50% OF WHICH MUST BE USED TO BENEFIT LOW TO MODERATE INCOME AREAS, FOR THE INFRASTRUCTURE IMPROVEMENTS TO MITIGATE FUTURE FLOODING EVENTS; DESIGNATING AUTHORIZED SIGNATORIES AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City supports the application for and acceptance of CDBG-MIT MOD grant funds from the Department of Housing and Urban Development (HUD) through the State of Texas General Land Office (GLO) for infrastructure and drainage improvements to mitigate the effects future flooding events around Tinsley Creek; and

WHEREAS, the City will follow all requirements governing implementation and administration of CDBG-MIT grant funding; and

WHEREAS, the City Council desires to designate the City Manager as the City's authorized official to accept, reject, alter or terminate the grant on behalf of the City

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to apply for and accept if awarded, CDBG-MIT grant funding from the General Land Office (GLO) for infrastructure improvements to mitigate the effects of future flooding events.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: March 14, 2024

AGENDA ITEM

Public Hearing, Discussion & Possible Action on Resolution #2024-30 Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Texas General Land Office (GLO) for grant funding, not to exceed \$200,000, to the Resilient Communities Program (RCP) for the update of the City of Gonzales Comprehensive Plan

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The General Land Office is accepting grant applications for the Resilient Communities Program. This program funds the development and implementation of building codes, zoning ordinances, comprehensive plans, and other resilience-building initiatives. The updated City of Gonzales Comprehensive Plan would enable the City to create a more resilient community by mitigating the impact of future flooding events.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

There is no required match for this grant

ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS:

Staff respectfully recommends the approval of this Resolution

RESOLUTION NO. 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, AND ACCEPT IF AWARDED, A GRANT FROM THE GENERAL LAND OFFICE (GLO) IN AN AMOUNT NOT TO EXCEED \$200,000, FOR THE UPDATE OF THE CITY OF GONZALES COMPREHENSIVE PLAN TO MITIGATE FUTURE FLOODING EVENTS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City supports the application for and acceptance of Resilient Communities Grant funds from the General Land Office (GLO) for the update of the City of Gonzales Comprehensive Plan; and,

WHEREAS, the City will follow all requirements governing implementation and administration of GLO grant funding; and

WHEREAS, the grant amount for the Comprehensive Plan is expected to be \$150,000 and the grant amount for grant administration is expected to be \$22,000 but in no case will the combined expenditure exceed \$200,000; and

WHEREAS, the City certifies that the goal of the updated Comprehensive Plan is to mitigate future flooding events and create a more resilient community.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to apply for and accept if awarded, a grant from the General Land Office (GLO) for funding from the Resilient Communities Program (RCP) to update the City of Gonzales Comprehensive Plan.

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2024-7 Amending Chapter 2 Animal Control of the City of Gonzales Code of Ordinances

DATE: March 14, 2024

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

Due to a new organization taking over the cat shelter, it is necessary to update and establish some guidelines to the Animal Control Ordinance of the City of Gonzales. These guidelines would adhere to items specified within the contract between the City of Gonzales and Kingdom Rescue. Along with this, clarification on the trap-neuter-vaccinate-release program to be implemented needs to be included as part of the Animal Control Ordinance. Other amendments to the Ordinance include clarification regarding the keeping of livestock within the City limits and the ability for owners to request permission to home quarantine if certain criteria is met.

POLICY CONSIDERATIONS:

This will clarify the ordinance in the best interest of the citizens, the City of Gonzales, and the cat shelter.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Exhibit A

STAFF RECOMMENDATION:

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

ORDINANCE NO. 2024-7

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS AMENDING THE GONZALES CODE OF ORDINANCES CHAPTER 2 ANIMAL CONTROL OF THE CITY OF GONZALES CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Gonzales, Texas (the “City”), has previously adopted regulations to provide for the regulation of Animal Control within the city limits; and,

WHEREAS, city staff has identified a need to update and modify Chapter 2, “Animal Control” to address mandatory spaying and neutering, regulation of feral cats, and providing clarification on the trap-neuter-vaccinate-release program; and

WHEREAS, additionally, amendments regarding clarification for the keeping of livestock within the City limits and added criteria for home quarantine provisions are also included; and

WHEREAS, the suggested amendments to the Animal Control ordinance are in conformance with Title 10 of the Health and Safety Code and other Texas Statutes; and

WHEREAS, the City Council finds that proposed amendments of the City’s regulations relating to Animal Control within the City’s corporate promotes the public health, safety and general welfare of the citizens of the City of Gonzales and ensures the humane treatment of animals by regulating the care and control of animals within the City.

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 Chapter 2 Animal Control of the City of Gonzales Code of Ordinances as set forth in the attached “Exhibit A.”

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

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

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

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

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

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

PASSED AND APPROVED this 14th day of March, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 2 Animal Control

ARTICLE 2.100 ANIMALS

§ 2.101 **Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Adequate shelter means an outdoor shelter:

- (1) Of sufficient size to allow each animal~~dog~~ using the facility to sit, stand, turn about freely, and lie in the fully stretched position;
- (2) Constructed to have a roof, at least three sides and a floor;
- (3) Constructed to be structurally sound and provide protection from the elements; and
- (4) Be free of accumulated trash, waste, junk, urine and fecal material.

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Animal-at-Large. Any animal ~~except cat(s)~~ not under the restraint (as defined in this section) of a person capable of controlling the animal on or off the premises of the owner.

Animal Care and Control Officer. Any person designated by the City of Gonzales as an enforcement officer who is qualified to perform such duties as required by this article and/or state law.

Animal Shelter. Any facility operated by a humane society, or municipal agency or its authorized agents, for the purpose of impounding animals under the authority of this article or state law for care, confinement, return to owner, adoption or euthanasia.

Auction. Any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this article. This definition does not apply to individual sales of animals by owners.

Bite. Puncturing or tearing of the skin by an animal's teeth.

Cat. Any live or dead cat (Fells Catus).

Circus. A commercial variety show featuring animal acts for public entertainment.

Community cat means a member of the domestic species *Felis Catus* and shall mean a free roaming cat who may be cared for by one or more residents or the immediate area who are known or unknown; a community cat may or may not be feral.

Community cats are not wildlife.

Community cat caregiver means a person who, in accordance with a good faith effort to conduct a policy of trap-neuter-return, provides care, including, food, shelter or medical care to a community cat. Community cat caregivers are not the owner, harbinger, controller, or keeper of a community cat.

Commercial Animal Establishment. Any pet shop, grooming shop, guard dog or obedience training center, animal auction, riding school or stable, zoological park, circus, performing animal exhibition, or boarding or breeding kennel.

Currently Vaccinated. Vaccinated and satisfying the following criteria:

- (1) The animal must have been at least three months of age at the time of vaccination.
- (2) At least 30 days have elapsed since the initial vaccination.
- (3) Not more than 3 years have elapsed since the most recent vaccination.

Dog. Any live or dead dog (*Canis Familiaris*), except hybrids.

Domestic Animal. Tame, domesticated, of or pertaining to the family or household.

Eartipping means the removal of the distal one-quarter of a community cat's left ear, which is approximately three-eighths-inch, or one centimeter, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.

Feral cat means any unowned, homeless, wild, or untamed cat which is too poorly socialized to be handled (and therefore must be trapped and sedated for examination) and which cannot be placed into a typical home as a domestic pet.

Feral cat colony means a group of feral cats that congregate together, more or less as a unit, who are fed

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Fowl. A bird of any kind, domestic cock or hen (Gallus Gallus).

Grooming Shop. A commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.

Guard Dog. Any professionally trained dog that will detect and warn its handler that an intruder is present in or near an area that is being secured.

Hybrid Animal. The cross between a normally domestic animal and an animal that is normally found in the wild. The offspring of such a mating is a hybrid animal.

Kennel or Cattery. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats, and containing facilities for keeping more than four animals of the same species.

Licensed Veterinarian. A veterinarian licensed to practice veterinary medicine in one or more of the 50 states.

Livestock. Domestic animals used or raised on a farm, especially those kept for a profit; specifically, horses, ponies, mules, donkeys, cattle, goats, rabbits, sheep and swine, regardless of age, sex or breed.

Local Health Authority or Rabies Control Officer. The animal control officer shall be designated as the rabies control officer and shall handle all duties required under the Rabies Control Act of 1981 and all amendments to that act.

Microchip implant means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for the purposes of animal identification and recovery by the animal's owners.

Observation Period. The 10 days following a bite incident during which the biting animal's health status must be monitored. The 10 day observation period will begin on the day of the bite incident (day one).

Owner. Any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal shall be deemed to be harbored if it is sheltered for three consecutive days or more, or if it returns to a residence or business on three separate days.

Performing Animal Exhibition. Any spectacle, display, act, or event, other than circuses, in which performing animals are used. This shall include animal amusement vendors such as, but not limited to, pony-go-round rides, commercial horseback pictures and the like.

Person. Any individual, corporation, government or governmental subdivision, or agency, business trust, estate, partnership, association, or any other legal entity.

Pet or Companion Animal. Any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

Pet Shop. Any person, partnership, or corporation, whether operated separately or in connection with another business enterprise (except for a licensed kennel), that buys, sells, or boards any species of animal.

Possible Exposure to Rabies. Receipt of a bite or scratch from any warm blooded animal, animal to human or animal to animal, is reason to suspect exposure to rabies.

Provocation. Any purposeful act that causes an animal to bite, scratch, or attack in protection of self, owner, or owner's premises. Entrance, in any manner, into an area where an animal is properly under restraint in compliance with city ordinances would be considered provocation, irrespective of the reason for such entrance.

Public Nuisance Animal. Any animal or animals or fowl that unreasonably annoy humans, endanger the life or health of other animals or persons, or substantially interfere with the rights of citizens, other than their owners, to enjoyment of life or property. Public nuisance animal shall mean and include, but is not limited to, any animal that:

- (1) Is repeatedly at large or stray;
- (2) Damages the property of anyone other than its owner;
- (3) Molests or intimidates pedestrians or passersby;
- (4) Trespasses on school grounds;
- (5) Chases vehicles;
- (6) Excessively makes disturbing noises, including but not limited to continued and repeated howling, barking, whining or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (7) Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (8) Causes unsanitary conditions in enclosures or surroundings where the animal or animals are kept or harbored;
- (9) Is offensive or dangerous to the public health, safety, or welfare by virtue of the number and/or types of animals maintained; or
- (10) Attacks other domestic animals.

Quarantine. Strict confinement, for the purpose of preventing the spread of disease, under restraint

by closed cage, isolation kennel, rabies chamber, paddock, or in any other manner approved by the local health authority on the private premises of the owner or at a facility approved by the Texas Department of Health.

Quarantine Period. That portion of the observation period during which a biting animal is physically confined for observation as provided for under the quarantine method and testing section of this article.

Rabies. An acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite or saliva.

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Reptile. Any cold blooded, scaly vertebrate, such as a turtle, lizard or snake of any kind.

Restraint. Shall mean as follows:

- (1) *Off-Premises.* Secured by a leash or lead and under the control of a responsible person and obedient to the person's commands.
- (2) *On-Premises.*
 - (A) Secured by a leash or lead and under the control of a responsible person; or
 - (B) Confined to the realty or premises of the owner of such dog or animal by a fence of sufficient strength and height to prevent such dog or other animal from escaping therefrom; or
 - (C) Confined inside a house on such premises; or
 - (D) Under the direct supervision of the owner or other responsible person and obedient to that person's commands.
- (3) *Prohibitions.* It shall be unlawful for the leash to be arranged in a manner that allows the dog or other animal to get on or across or within eight (8) feet of any street, park or other public land or within eight (8) feet of any sidewalk, public way, place or building, water, electric or gas meter or any receptacle used to accept mail or papers, when such leash is stretched to its full length. Any animal so arranged shall be considered dangerous to the public in general and declared a nuisance, and shall be impounded. Cats shall be exempt from the leash requirement but if designated a "public nuisance animal" as defined above shall be subject to impoundment.

Riding School or Stable. Any place that has available for hire, boarding, and/or riding instruction, any horse, pony, donkey, mule, or burro; or any place that regularly buys, sells, or trains the above animals, including a racetrack, trotting track, or rodeo.

Scratch. A scrape left by the claws or nails of an animal and of sufficient severity to break the skin and draw blood.

Sick Animal. Any animal that appears to be suffering from an infectious, contagious, or

communicable disease, or that is showing evidence of a physical injury, physical disorder, or traumatic injury, or that has an elevated temperature.

Stray. An animal running free or at large, with no physical or verbal restraint.

Trap-Neuter-Vaccinate-Return – Means the non-lethal process of humanely Trapping, Sterilizing, Vaccinating for rabies, Ear tipping, Microchipping and Returning, unless the animal is adoptable or has been deemed a nuisance to the area.

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Unowned Animal. Any animal for which an owner has not been identified.

Vaccinated. Properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and administered by or under the direct supervision of a licensed veterinarian.

Veterinary Hospital. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals.

Vicious Animal. Any animal that attacks, bites, or injures human beings or domesticated animals without adequate provocation, or which because of temperament, conditioning, or training, has a known propensity to attack, bite, or injure human beings or domesticated animals; or an individual animal which the local health authority has reason to believe has a dangerous disposition, likely to be harmful to humans or other animals.

Wild Animal. Any animal except the common domestic species, including, but not limited to, dogs, cats, horses, cattle, swine, sheep, and goats, regardless of the state or duration of captivity.

Wildlife. Any animal that occurs naturally in the wild state.

Wild State. Living in its original, natural condition; not domesticated.

Zoological Park. Any facility operated by a person, partnership, corporation or government agency, other than a pet shop or kennel, displaying or exhibiting one or more species of non-domesticated animals.

§ 2.102 **Animal Care and Control Officer.**

Animal control officers shall be appointed to enforce all provisions of this chapter, including gathering up and impounding or quarantining any livestock, fowl, cats, dogs, or other domestic and non-domestic animals found running at large (stray) within the city limits.

§ 2.103 **Restraint; Nuisances; Animal Bites.**

- (a) All dogs, ~~eats~~, and other animals (except cats) shall be kept under restraint and not allowed to run at large, stray.

- (b) An owner shall exercise proper care and control of his or her animals to prevent them from becoming a public nuisance.
- (c) Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal of the same type but of opposite sex except for planned breeding.
- (d) Any animal within the city that shall bite, scratch, or otherwise attack a person who is not at the time trespassing upon the property of the owner or person having control of such animal, nor provoking or teasing such animal, shall be deemed vicious or dangerous to persons or other animals and the animal control officer may order that such animal be kept muzzled, or that such animal be kept within a sufficient enclosure to insure it cannot attack any person or other animal again, or may order that such animal be permanently removed from the corporate limits of the city, or that such animal be delivered to the animal control officer to be humanely euthanized.
- (e) Any peace officer or person may at any time report an attack by any dog upon themselves or any person. When such a report is taken, the animal control officer shall investigate such report, and if proven to be fact, shall inform the owner of the dog, if an owner can be located, of the attack. The dog will then be taken up and quarantined as per the laws of the state, Texas Health and Safety Code, Chapter 826.
- (f) If the attack upon any person is proven to be an unprovoked attack, the owner will be notified in person or in writing by the animal control officer within 30 days of the attack and the dog shall be declared a "vicious or dangerous dog." The owner of the dog shall then:
 - (1) Register the dangerous dog with the animal control officer for the area in which the dog is kept;
 - (2) Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure; and
 - (3) Obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person, as per the Texas Health and Safety Code, Chapter 822.
- (g) It shall be unlawful for any person to harbor or keep on his premises or in or about his premises, or premises under his control, any vicious animal except as directed by this article. Upon conviction, harboring a vicious animal in violation of this article is a Class "C" misdemeanor.
- (h) No part of this article shall preclude at any time the filing of a complaint in the court of competent jurisdiction.

§ 2.104 Impoundment; Violation Notice.

- (a) Unrestrained dogs, ~~cats~~, and nuisance animals shall be taken by the animal control officer or police and impounded in an animal shelter and there confined in a humane manner. Any animal that poses a threat to public health and safety, any wild animal kept illegally, or any

animal that has been cruelly treated or abused shall also be impounded. For purposes of discharging the duties imposed by the provisions of this article or other applicable laws, and to enforce the same, duly authorized representatives or employees may enter upon private property to the full extent permitted by law, which shall include but not be limited to entry upon private, unfenced property when in pursuit of any animal which he or she has reason to believe is subject to impoundment pursuant to the provisions of this article or other applicable laws.

- (b) ~~Owner known~~ ~~Licensed~~ impounded dogs and cats shall be kept for not fewer than 144 hours (six days).
- (c) ~~Unowned~~ ~~Unlicensed~~ impounded dogs, cats, other domestic animals, and livestock shall be kept for not fewer than 72 hours (three days).
- (d) ~~Animals-at-large~~ ~~Wild dogs, cats, or other animals~~ may be kept up to 72 hours at the discretion of the animal control officer.
- (e) Obviously sick or injured animals may be taken up and humanely euthanized at the discretion of the animal control officer, if the animal is wearing no tag of any kind and is not microchipped so that the rightful owner cannot be notified of their animal's injuries.
- (f) Any seriously injured or sick animal may be put down by the animal control officer as quickly and as humanely as possible to stop further suffering of the animal.
- (g) If, by a vaccination tag or other means, the owner of an impounded animal can be identified, the animal control officer shall immediately upon impoundment notify the owner by direct contact, telephone, or other reasonable means.
- (h) An owner reclaiming an impounded animal shall pay all impounding fees and vaccination fees as needed for animals before they shall be returned to the owner. Boarding fees shall also be charged to the owner at the fee stated in the master rate and fee schedule for food and housing for the animal. The impounding and pick up fee shall be stated in the master rate and fee schedule for a dog or a cat will be paid to the city police department. All other fees shall be charged at whatever costs are accumulated in impounding the animal (such as any trailer or help as may be contracted for to move the animal to the shelter).
- (i) Subsequent impounding/pick up of the same animal occurring within a 12 month period shall be charged double the impound/pick up fee.
- (j) Owners of animals that are known by the animal control officer to be the proper owner of that animal may be issued a citation for failure to restrain their animal and may be subject to a fine.
- (k) No sick or injured animal shall be released to its owner until the animal control officer shall be satisfied that arrangements have been made for proper treatment of the sick or injured animal.
- (l) Any animal impounded in the animal shelter for a period exceeding the times laid out in this

article shall become the property of the local government authority and shall be placed for adoption or humanely euthanized. Any livestock kept over 72 hours may be sold or auctioned to cover the costs of impoundment and boarding.

- (m) At any time within 14 calendar days from the date of the sale, the owner of any animal impounded and sold under the provisions of this article shall have the right to redeem the same by paying to the purchaser thereof double the amount paid by the purchaser for such animal in addition to any reasonable expenses incurred by the purchaser in keeping the same.
- (n) In addition to, or in lieu of, impounding an animal found at large, the animal control officer or a police officer may issue to the known owner of such animal a notice of a violation of this article. Any person who is convicted of owning an animal at large shall pay a fine.

§ 2.105 Authority to Slay Animals Running at Large.

If any animal is found running at large in violation of this article, and after having received at least two complaints on the animal, and the animal cannot be safely caught and impounded, and the animal is determined to be a threat to public safety then the animal may be put down by the animal control officer or any police officer using that force deemed necessary and taking into consideration the public health and safety.

§ 2.106 Animal Care.

(a) No owner shall fail to provide his animals with:

- (1) Sufficient wholesome and nutritious food;
 - (2) Clean and sufficient quantities of water;
 - (3) Adequate ventilation;
 - (4) adequate shelter~~Shelter space and protection from the weather;~~
 - (5) Veterinary care when needed to prevent suffering; and
 - (6) Humane care and treatment.
- (b) No person shall beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal.
 - (c) No person shall cause, instigate, or permit any dogfight, cockfight, bullfight, or other combat between animals or between animals and humans.
 - (d) No owner of an animal shall abandon such animal. If an owned animal has been impounded by the animal control officer, no owner shall allow the animal to remain in the animal shelter beyond the maximum time allowed (six days), for the purpose of adopting the animal at a lower cost than the fine and/or fees due.
 - (e) Chickens, ducklings, or rabbits younger than eight weeks of age may not be sold in quantities of fewer than 25 to a single purchaser. This does not include local business establishments

that would sell such animals or fowl in their normal course of business.

- (f) No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter, any contest, game, or other competition; as an inducement to enter a place of amusement; or as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.
- (g) No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal, provided that it shall be lawful for a person to expose on his own property common rat poison mixed only with vegetable substance.
- (h) No person, except a person licensed by the Texas Parks and Wildlife department, shall place or set out steel jaw leg and/or neck traps with the intent of trapping any animal.
- (i) Any person who, as the operator of a motor vehicle, strikes a domestic or non-domestic animal shall as soon as practicable report such injury or death to the animal control officer so that the animal may be picked up.

§ 2.107 **Fowl and Livestock.**

- (a) It shall be unlawful for any person who is the owner of any hog or pig of any kind, or any person who has any hog or pig under their management or control, to keep the same, or allow the same to remain in any pen or in any other place within the city limits. This does not include Vietnamese potbellied pigs, in which one per residence is permitted.
- (b) No person shall keep upon any tract of land or any lot within the city limits any livestock ~~as defined in this section, or farm animals of any kind, including but not limited to cattle, sheep or goats of any kind~~ unless the tract of land or lot has a minimum of 20,000 square feet of surface. ~~This area must be free of any items or materials that may pose a hazard to the animal.~~ Up to one head of livestock may be kept for each 20,000 square feet of surface on the tract of land or lot excluding any dwelling or any part thereof. No fractional measurements of land will be allowed, nor shall the livestock be allowed to roam free, graze, or be kept within 500 feet of any food service establishment or food processing establishment, regardless of ownership or occupancy of such establishments. All persons keeping the livestock upon any tract of land or lot within the city limits will be held responsible for the cleanliness and upkeep of the land or lot so as not to allow it to become a public nuisance by the odor that may be created by the keeping of the livestock.
- (c) It shall be unlawful for any person to keep a horse, mule or jenny in the city limits without obtaining a permit and paying the fee stated in the master rate and fee schedule.
 - (1) Horses, mules or jenny.
- (A) Each animal shall have access to a covered, shelter area. The shelter area will be a minimum of fifteen feet by fifteen feet (15'X15') for each animal and shall be constructed in a sturdy, workman-like manner. A minimum of one wall will be attached to the shelter to provide a windbreak for the animal. The adequacy of the shelter will be at the discretion of the city

manager or his designee;

~~(B) Contiguous, and in addition to the (15'x15') shelter, each animal will have access to a thirty feet by thirty feet (30'x30') exercise area. This area must be free of any items or materials that may pose a hazard to the animal;~~

~~(C)~~ Horses are allowed to be tethered outside the exercise area no more than eight (8) hours per day. A tether is considered to be a lead-rope made of chain, ten feet (10') in length attached to a halter. The lead-rope shall be attached to a sturdy material rope or chain with a length of twenty feet (20');

~~(D)~~ Each animal shall have access to a sufficient supply of fresh, clean water while in the tract of land or lot ~~exercise area~~, the shelter area, or tethered;

~~(E)~~ Stallions are not allowed within the city and there is to be no breeding of horses, mules or jenny inside the city limits;

~~(F) All animals that are to be kept via a permit will have all required vaccinations prior to being allowed inside the city limits;~~

~~(G)~~ All animals that are to be kept via a permit will have all required "Coggins" papers prior to being allowed inside the city limits;

~~(H)~~ The enforcement officer may revoke the permit for any horse, mule or jenny if the permit holder fails to comply with subsections ~~(A)-(G)~~ above.

(d) No person shall keep upon any tract of land or lot within the city limits any domestic fowl, such as, but not limited to chickens, turkeys, guinea fowl, geese and/or ducks, unless the fowl are securely penned on the property of the owner and not be allowed to roam free. Any fowl of any kind found to be roaming free by the animal control officer within the city limits will be considered to be unowned and may be taken up or disposed of as may be deemed necessary to prevent the fowl from becoming a public nuisance. Male domestic fowl are not permitted within the city limits and the breeding of domestic fowl is strictly prohibited within the city limits. All owners or keepers of the fowl within the city limits will be held responsible for the cleanliness and upkeep of the tract of land or lot upon which the fowl are being kept so as not to allow it to become a public nuisance by the odor that may be created by the keeping of the fowl.

(e) Subsections (a), (b) and (c) above shall not apply to animal shelters, veterinary establishments, animal hospitals operated by a licensed veterinarian, livestock auctions, livestock shows or events, rodeos, or commercial animal establishments located on property zoned for such purposes. Such establishments, however, must meet sanitation requirements and keep animals securely caged or penned.

(f) Subsections (a), (b) and (d) above shall not apply to those students participating in 4-H or FFA who engage in the raising of livestock or fowl for the purpose of showing them in a livestock show.

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- (1) These persons shall be required, however, to register the keeping of such animals or fowl with the animal control department.
- (2) There will be no fee for registering of livestock or fowl for the purpose of showing in a livestock show. Registration shall list the name and address of the student, the exact address and location where the animals or fowl are being kept, and period of time the animals or fowl will be kept at that location.
- (g) Penalty. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine not to exceed \$2,000.00.

§ 2.108 Keeping of Wild Animals.

- (a) No person shall own, possess, or have custody on his premises of any wild or vicious animal (including any poisonous or otherwise dangerous reptile) for display, training, or exhibition purposes, whether gratuitously or for a fee, unless the person registers the animal or reptile with the animal care and control department. This registration may be made between the hours of 8:40 a.m. and 5:00 p.m., Monday through Friday.
- (b) No person shall keep or permit to be kept any wild animal, including a poisonous or otherwise dangerous reptile, as a pet, unless licensed to do so by the Texas Parks and Wildlife department.
- (c) Subsection (a) above shall not be construed to apply to zoological parks, performing animal exhibitions, circuses or veterinary hospitals.

§ 2.109 Animal Waste.

The owner of every animal shall be responsible for the removal of any excreta deposited by his animal(s) on public walks, recreation areas, or private property including the property of the owner.

§ 2.110 Loan of Live Traps by the City to Citizens.

Any small animal trap that is loaned to any citizen of the city by the animal control department of the animal control department will have a fee as stated in the master rate and fee schedule charged to the citizen borrowing the trap. The citizen is responsible for the upkeep and baiting of the trap while he or she is in possession of the trap. Any trap destroyed, lost, or stolen is the responsibility of the person renting the trap. If the trap is lost damaged or stolen, the full replacement cost of the trap shall be charged to the person renting the trap. All funds so generated will be used to purchase more traps or to replace worn out traps.

§ 2.111 Chapter Compliance Does Not Relieve Other Compliance Requirements.

The keeping of any animal in accordance with the provisions of this article shall not be construed to authorize the keeping of the same in violation of any zoning ordinance or any other ordinance of the city.

§ 2.112 Enforcement; Interference With Animal Care and Control Officer.

- (a) The civil and criminal provisions of this article shall be enforced by those persons or agencies designated by municipal authority. The animal care and control officer shall have the

authority to issue citations to anyone he finds in violation of this chapter.

- (b) It shall be a violation of this article to interfere with the animal control officer in the performance of his/~~her~~ duties.

§ 2.113 Spay and Neuter Requirements.

Any dog or cat adopted from the animal shelter or the pet adoption center shall be spayed or neutered prior to adoption, or if the animal is too young the adopter shall commit to have the animal spayed or neutered when it has reached the age of six months. The costs of spaying or neutering are to be borne by the adopters and the Friends of Gonzales Animal Shelter, Inc.

ARTICLE 2.200 RABIES CONTROL

§ 2.201 Rabies Vaccination.

- (a) It shall be unlawful for any person to own, keep, harbor, or have custody or control of a dog or cat over 120 days of age within the city unless such dog or cat is currently vaccinated against rabies by the injection of anti-rabies vaccine by or under the direct supervision of a licensed veterinarian.
- (b) Every owner of a dog or cat immunized against rabies as required herein shall procure a rabies vaccination certificate from the veterinarian administering the vaccine. Such certificates shall contain the following information:
 - (1) Owner's name, address, and telephone number.
 - (2) The species, sex, age, size (lbs.), predominant breed, and color of the vaccinated animal.
 - (3) The vaccine used, producer, expiration date, and serial number.
 - (4) The date vaccinated.
 - (5) Rabies tag number.
 - (6) Veterinarian's signature and license number.
- (c) A veterinarian or person under the direct supervision of a veterinarian who vaccinates a dog or cat as required herein shall furnish the owner thereof with a metal tag ~~approved by the animal care and control officer~~ **approved by the** bearing a number corresponding to the number placed on the certificate, and with lettering showing immunization and the year thereof. This tag shall be attached to the properly fitted collar of the dog ~~or cat~~ for which it is issued, and shall be worn at all times in a conspicuous place on the collar. If the dog or cat is not wearing a tag the animal care and control officer may demand the owner show the certificate of vaccination describing the animal, not just the tag. Such certificate of vaccination shall be provided by the owner to the animal care and control officer within one business day.

§ 2.202 Reports of Exposure to Rabies.

- (a) Any veterinarian who shall find any animal within the city limits afflicted with any disease which is transmissible from animal to man shall immediately report to the city health officer and the animal control officer such case together with the name and address of the owner and the location of the animal at that time.
- (b) Persons having knowledge of any animal exhibiting symptoms of or animals that have been exposed to rabies, or that has bitten, scratched or otherwise attacked a person or another animal, or that the person suspects to be rabid or could reasonably suspect is capable of transmitting rabies, shall report the animal or incident to the animal control officer as soon as possible but not any later than 24 hours from the time of the incident. The report shall include the name and address of any victim and the owner of the animal, if known, and any other information relating to the incident or animal.

§ 2.203 Quarantine Procedures for Animals.

- (a) Every animal that bites, scratches, or otherwise attacks another animal or person, or any animal that is reasonably suspected of having rabies in the city shall be impounded at once and held for observation in an approved quarantine facility. This observation period shall not be less than 10 full days starting with the day of the bite or attack incident as day one. The owner may choose to have the animal quarantined at an approved veterinary clinic of his choice. The owner of the animal shall be responsible for all impoundment fees and all feed expenses accumulated during this time whether to the city quarantine facility or veterinary clinic.
- (b) In the event the owner of such animal described above refuses to surrender such animal on demand, such action shall constitute a Class "C" misdemeanor.
- (c) If the owner of the animal described above cannot be found or identified, or the animal was a stray, the animal control officer may take any steps necessary to catch for quarantine or to destroy the animal, so that the head may be submitted for examination by the Texas Department of Health.
- (d) Any wild animal that is not normally a domesticated animal that bites or attacks any person or other animal shall be at once destroyed and the head submitted for testing according to state law.
- (e) If the owner of such animal can be identified, that person shall be responsible for the cost of the disposition of the animal, including the preparation and shipment of the animal's head for testing. If the owner chooses not to pay for the quarantine, then the animal shall be humanely destroyed and the brain submitted for testing to the Texas Department of Health.
- (f) At the discretion of the animal care and control officer, the unowned animal may be humanely euthanized for immediate rabies diagnosis prior to the end of the quarantine period.
- (g) No animal that has been placed in quarantine for possible rabies infection may be released without proof of current rabies vaccination, which is the certificate that was given to the owner of the animal at the time of vaccination. The metal tag given to the owner of any animal

upon vaccination by the veterinarian shall not be taken as proof of vaccination.

(h) ~~Home quarantine of a biting animal in the city shall not be recognized by the animal care and control office of the animal care and control department as a legal quarantine of the animal. The owner of the animal to be quarantined may request permission from the rabies control officer, which approval is in the discretion of the rabies control officer, for home quarantine if the following criteria can be met:~~

~~A secure enclosure must be available at the home of the animal's owner, and must be approved by the rabies control officer.~~

~~The animal is currently vaccinated against rabies and possesses a rabies vaccination certificate from the veterinarian administering the vaccine. -current city license tag (if the licensing requirement of this chapter is applicable).~~

~~The animal was not in violation of any laws or ordinances at the time of the incident.~~

~~The bite or scratch incident was a provoked attack.~~

~~The victim or victim's parent or legal guardian must approve the granting of a home quarantine if all other requirements have been met. The approval must be in writing on a form provided by the rabies control officer.~~

~~A licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. For the first observation, the animal will be transported by the animal control officer to the local veterinarian chosen by the owner, and then returned to the location of the home quarantine by the animal control officer after the observation. If the animal becomes ill during the home quarantine period, the veterinarian and the rabies control officer must be notified by the person having possession of the animal. At the end of the observation period the owner shall transport the animal by direct route to the veterinarian for the final observation. Both observations by the veterinarian may be made at the location of the home quarantine if requested by the owner or required by the rabies control officer. The release from quarantine must be accomplished in writing.~~

~~The owner shall be responsible for paying all rabies observation fees to the veterinarian.~~

~~It shall be unlawful to violate the provisions and conditions of the home quarantine as required by the rabies control officer. If the owner of the animal fails to abide by all provisions and conditions required by the rabies control officer when the home quarantine was granted and the animal is found in violation of such conditions, the animal shall be immediately impounded and quarantined for the remainder of the observation period at an approved veterinary facility at the owner's expense.~~

(i) A licensed veterinarian must observe the animal at least on the first and last days of the

quarantine period. The animal shall be transported on both the first and last day of the quarantine to the veterinarian chosen by the owner of the animal for observation of the animal. The owner of the animal shall be responsible for any and all fees charged by the animal clinic for the observation.

§ 2.204 Disposition of Domestic Animals Exposed to Rabies.

- (a) Unvaccinated animals which have been bitten or directly exposed by physical contact with a rabid animal or its fresh tissues shall be humanely euthanized or, if sufficient justification for preserving the animal exists, the exposed animal shall be immediately vaccinated against rabies, placed in strict isolation for six months, and given a booster vaccination one month prior to release from isolation.
- (b) Vaccinated animals which have been bitten or otherwise exposed to a rabid animal shall be humanely euthanized or, if sufficient justification for preserving the animal exists, the exposed vaccinated animal shall be given a booster rabies vaccination and placed in strict isolation for three months.
- (c) These provisions apply only to domestic animals for which an approved rabies vaccine is available.
- (d) These provisions will be in accordance with current state law.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss Consider & Possible Action on Ordinance #2024-8 Amending the Gonzales Code of Ordinances Chapters 14 Zoning, 6 Health And Sanitation, And 4 Business Regulations Related To Mobile Food Vending And Mobile Food Vending Courts and other matters in connection therewith

DATE: March 14, 2024

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

Update March 14, 2024 – The City Council conducted a workshop on February 27, 2024. Various alternatives to site design specifications related to Mobile Food Vending Courts and Accessory Mobile Food Vending land uses. The Council decided to have each member consider and submit their opinions on the various alternatives to City Manager Crow. Responses from all City Council members have been received and the attached draft amendment is being proposed based on those responses. The following summarizes the responses received on the main design elements for each land use.

Mobile Food Vending Court

- Parking:
 - 2 responses received for 2 parking spaces per mobile food vendor space.
 - 2 responses received for 0 parking spaces per mobile food vendor space.
 - 1 responses received for no regulation.
- Number of vendors:
 - 1 response received for as originally proposed.
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 3 responses with no comment.
- Setback buffer:
 - 1 response received for as originally proposed.
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 3 responses with no comment.
- Fire lanes:
 - 1 response received for as originally proposed.
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 3 responses with no comment.
- Utility connections:
 - 1 response received for as originally proposed.
 - 1 response received for requiring electric hookup; allow use of on-board water and wastewater tanks.
 - 2 responses received for no connections required; allow use of on-board water and wastewater tanks and electric generators.

- 1 response received for regulating as itinerant merchant, no new regulation.
- Restrooms:
 - 1 response received for requiring restrooms within a specific distance of Mobile Food Vending Court in-lieu of permanent restrooms.
 - 2 responses received for allowing the use of portable restrooms.
 - 1 response received for no restroom requirement.
 - 1 response received for regulating as itinerant merchant, no new regulation.
- Parking surface:
 - 3 responses received for durable hard surface including asphalt, concrete, pavers, chip seal, road base, decomposed granite, or other similar materials customarily used for parking vehicles.
 - 1 response received for no surface treatment requirement (can be parked on dirt or grass)
 - 1 response received for regulating as itinerant merchant, no new regulation.
- Drive-Throughs:
 - 1 response received for as originally proposed.
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 3 responses with no comment.
- Trash receptacles:
 - 1 response received for as originally proposed.
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 3 responses with no comment.

Accessory Mobile Food Vending

- Use requires existing primary use:
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 4 responses received with no comment.
- Parking (no additional parking required):
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 4 responses received with no comment.
- Number of vendors:
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 4 responses received with no comment.
- Setback buffer:
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 4 responses received with no comment.
- Fire lanes:
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 4 responses received with no comment.
- Utility connections:
 - 1 response received for requiring electric connection; water and waste water connections optional.
 - 2 responses received for no connections required; allow use of on-board water and wastewater tanks and electric generators.

- 1 response received for regulating as itinerant merchant, no new regulation.
- 1 response received with no comment.
- Restrooms:
 - 1 response received for having applicant provide a restroom plan (no specific requirements related to distance or customer access).
 - 3 responses received for no restroom requirement.
 - 1 response received for regulating as itinerant merchant, no new regulation.
- Parking surface:
 - 3 responses received for durable hard surface including asphalt, concrete, pavers, chip seal, road base, decomposed granite, or other similar materials customarily used for parking vehicles.
 - 1 response received for no surface treatment requirement (can be parked on dirt or grass)
 - 1 response received for regulating as itinerant merchant, no new regulation.
- Drive-Throughs:
 - 1 response received for regulating as itinerant merchant, no new regulation.
 - 4 responses received with no comment.

Existing Mobile Food Vendors

- 3 responses received for creating specific nonconforming provisions which grandfather the land use and site development aspects (including restrooms, parking, etc.); require compliance with of the Mobile Food Vendor with health & safety provisions.
- 1 response received for regulating as itinerant merchant, no new regulation.
- 1 response received with no comment.

Additional Restroom Information – 25 Texas Administrative Code (TAC) Chapter 228, Sec.228.221.a.11 requires that “Toilet rooms shall be conveniently located and accessible to employees during all hours of operation”. This section of the TAC allow allows the regulatory authority to waive or modify requirments relating to certain physical facilities which includes the restroom facilities (25 TAC Sec.228.221.a.1.C).

Changes to Health & Safety Regulations – Minor adjustments have been made to the health and safety regulations including:

- The removal of the time duration of health inspections and fire inspections to allow for longer durations.
- Adjustments for consistency in referencing state law.

Original Mobile Food Vending Staff Report (February 8, 2024)- 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.

POLICY CONSIDERATIONS:

Staff has solicited input from the City's contract planner and reviewed the City's Zoning Ordinance and comments provided by City Council.

FISCAL IMPACT:

N/A

ATTACHMENTS:

P&Z Report and recommendation and Proposed code amendment.

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this ordinance.

Planning & Zoning Commission Report and Recommendation

The City of Gonzales Planning & Zoning Commission convened on February 5, 2024, at 5:15 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas.

PLANNING & ZONING COMMISSION

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

CITY STAFF

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

COMMISSIONERS ABSENT

None

REPORT

Chairman Gescheidle read and asked for a staff report regarding the item: Conduct a public hearing and consider a recommendation to the City Council regarding 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.

Contract Planner, Bryce Cox gave a staff presentation regarding details of the additions to the Zoning Ordinance pertaining to accessory mobile food vending, mobile food unit (MFU), mobile food vendor, mobile food vending courts, and the conditional standards that were created to apply to mobile food vending trucks. He further explained that a section was created within the City's Code of Ordinances that relate to Health and Sanitation for mobile food vendors as well.

A notice was published in the newspaper, posted on the City's website and at City Hall for three consecutive weeks beginning on January 18, 2024.

Chairman Gescheidle opened the Public Hearing.

Chris Espinosa and Kenneth Rodgers asked specific questions that apply to their particular mobile food vending court that they plan to establish.

Main Street Director, Tiffany Hutchinson-Padilla asked questions that relate to city owned properties that could potentially be prime locations for mobile food vending courts.

Chairman Gescheidle closed the Public Hearing.

Zoning Administrator-Kristina Vega, Contract Planner-Bryce Cox and the Commission engaged in further discussion about the zoning text changes.

Chairman Gescheidle asked for a motion. Commissioner Neuse made a motion to accept and make

a recommendation to City Council to amend the City of Gonzales Code of Ordinances 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. Commissioner Ruiz-Jones seconded the motion. Chairman Gescheidle asked for a roll call vote. Commissioners Neuse, Tiller, Ruiz-Jones, Cantu, Pena, DeLuna and Gescheidle all voted aye.

City of Gonzales, Texas

Code of Ordinance Changes Mobile Food Vending

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, except as provided herein, 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 Chapters 228 & 229 and Texas Health and Safety Code Chapters 437

& 438, 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 ~~temporary connections shall~~ may be provided to each Mobile Food Vendor site but are not required. Electricity to the Mobile Food Vendor may ~~not~~ be provided through the use of portable generators in compliance with applicable noise nuisance ordinances. ~~A grease trap is required and shall be sized and installed in accordance with city adopted codes.~~
- (6) Restrooms. Restroom facilities are required and may be provided using either of the following options:
 - 1) A permanent restroom facilities building 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.~~
 - 2) Portable restroom facility conveniently located on the property and accessible to employees and customers with a contract for weekly maintenance with a company duly licensed to perform the service.
 - 3) In-lieu of a permanent restroom building or portable restroom facility, written proof of availability of restrooms with flushable toilets connected to a public water and wastewater system for the use of the Mobile Food Vendors' employees and customers located in a business establishment within 500 feet.
- ~~(6)(7)~~ Seating and eating areas. All Mobile Food Vending Courts ~~shall~~ may provide shaded seating and eating areas.
- ~~(7)(8)~~ All Mobile Food Vendors shall be parked on designated locations paved with a durable hard surface treatment including asphalt ~~or~~ concrete pavers, chip seal, caliche, decomposed granite, or other similar material customarily used for parking vehicles. Paving shall be constructed of new material and to accepted industry specifications.
- ~~(8)(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.
- ~~(9)(11)~~ All existing lots operating as Mobile Food Vending Courts and holding a valid itinerant merchant permit on March 14, 2024, shall be considered legal nonconforming lots and subject to

Commented [BC1]: Set to ordinance amendment adoption date.

the nonconforming regulations of this chapter. Mobile Food Units shall be subject to all applicable city, county and state health and food safety regulations.

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 Chapters 228 & 229 and Texas Health and Safety Code Chapters 437 & 438, 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 designated locations paved with a durable hard surface treatment including asphalt, concrete, pavers, chip seal, caliche, decomposed granite, or other similar material customarily used for parking vehicles. ~~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. Electricity, Wwater, 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 in compliance with applicable noise nuisance ordinances.~~
- ~~(8) Restrooms. Restrooms are not required to be provided. ~~Accessory Mobile Food Vendors must provide access to restroom facilities for customers and employees within 200 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.~~~~
- ~~(8)~~
- (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.
- ~~(9)~~(10) All existing lots operating with an Accessory Mobile Food Vending land use and holding a valid itinerant merchants permit on March 14, 2024, shall be considered legal nonconforming lots and subject to the nonconforming regulations of this chapter. Individual Mobile Food Vendors shall be subject to all applicable City and State health and food safety regulations.

Commented [BC2]: Set to ordinance amendment adoption date.

{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
Mobile Food Vending Court	Three One (31) parking spaces for every mobile food vendor space

{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 Texas Health and Safety Code 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 employees and 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.

ORDINANCE NO. 2024-8

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 MOBILE FOOD VENDING AND MOBILE FOOD VENDING COURTS AND OTHER MATTERS IN CONNECTION THEREWITH; 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 the City Council postponed the adoption of the ordinance pending additional changes; and

WHEREAS, on March 14, 2024, the City Council 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".

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 14th day of March, 2024.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

“Exhibit A”

City of Gonzales, Texas

Code of Ordinance Changes Mobile Food Vending

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:

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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, except as provided herein, 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 Chapters 228 & 229 and Texas Health and Safety Code Chapters 437 & 438, as all 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. Electricity, water, and sanitary sewer temporary connections may be provided to each Mobile Food Vendor site but are not required. Electricity to the Mobile Food Vendor may be provided through the use of portable generators in compliance with applicable noise nuisance ordinances.
 - (6) Restrooms. Restroom facilities are required and may be provided using either of the following options:
 - 1) A permanent restroom building 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.
 - 2) Portable restroom facility conveniently located on the property and accessible to employees and customers with a contract for weekly maintenance with a company duly licensed to perform the service.
 - 3) In-lieu of a permanent restroom building or portable restroom facility, written proof of availability of restrooms with flushable toilets connected to a public water and wastewater system for the use of the Mobile Food Vendors’ employees and customers located in a business establishment within 500 feet.
 - (7) Seating and eating areas. All Mobile Food Vending Courts may provide shaded seating and eating areas.
 - (8) All Mobile Food Vendors shall be parked on designated locations paved with a durable hard surface treatment including asphalt, concrete, pavers, chip seal, caliche, decomposed granite, or other similar material customarily used for parking vehicles.
 - (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.
 - (11) All existing lots operating as Mobile Food Vending Courts and holding a valid itinerant merchant permit on March 14, 2024, shall be considered legal nonconforming lots and subject to the nonconforming regulations of this chapter. Mobile Food Units shall be subject to all applicable city, county and state health and food safety regulations.
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 Chapters 228 & 229 and Texas Health and Safety Code Chapters 437 & 438, as all 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 designated locations paved with a durable hard surface treatment including asphalt, concrete, pavers, chip seal, caliche, decomposed granite, or other similar material customarily used for parking vehicles.
- (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. Electricity, water, and sanitary sewer temporary connections may be provided to the Mobile Food Vendor site but are not required. Electricity to the Mobile Food Vendor may be provided through the use of portable generators in compliance with applicable noise nuisance ordinances.
- (8) Restrooms. Restrooms are not required to be provided.
- (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) All existing lots operating with an Accessory Mobile Food Vending land use and holding a valid itinerant merchants permit on March 14, 2024, shall be considered legal nonconforming lots and subject to the nonconforming regulations of this chapter. Individual Mobile Food Vendors shall be subject to all applicable City and State health and food safety regulations.

{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>One (1) 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.
 - (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.
 - (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 Texas Health and Safety Code 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 employees and 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.