

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –JANUARY 16, 2025, 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.

STAFF/BOARD REPORTS

- 1.1 Finance Director, Laura Zella will provide feedback on any questions regarding:
 - Financial Reports for funds as of December 31, 2024
 - Cash & Investment by Fund as of December 31, 2024
- 1.2 City Manager, Tim Crow will update the City Council on the following:
 - Timeline on Capital Improvement and Departmental Projects
 - JB Wells Park Financials
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

OTHER BUSINESS

- 2.1 Ceremonial Swearing in of Police Officers: Abad Obregon and Adrian Castillo
- 2.2 Kingdom Rescue will provide an annual report outlining the organization's accomplishments and functions for 2024, and will update the City Council regarding the closeout of its contract with the City of Gonzales

- 2.3 Presentation & Discussion regarding Building Code timelines and adoption of the 2024 Building Codes

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.

- 3.1 **Minutes** - Approval of the minutes for the Regular Meeting, December 12, 2024, and GEDC Meeting of December 16, 2024
- 3.2 Discuss, Consider & Possible Action on **Resolution #2025-1** Rescheduling the January 9, 2025 Regular Council meeting to January 16, 2025
- 3.3 Discuss, Consider & Possible Action on **Resolution #2025-2** Authorizing the use of City Property for the Jim Price Clean-up on April 26, 2025
- 3.4 Discuss, Consider & Possible Action on **Resolution #2025-3** Authorizing and Approving the Execution of a Special Warranty Deed Conveying 3.0-acres of Land to the City of Gonzales, Texas.
- 3.5 Discuss, Consider & Possible Action on **Resolution #2025-4** Authorizing the Mayor to execute an agreement with Gonzales County Emergency Services District No. 2 Municipal Fire Department Service Provider Agreement
- 3.6 Discuss, Consider & Possible Action on **Resolution #2025-5** Authorizing the City Manager to execute an agreement for Election Services with the Election Administrator of Gonzales County for the May 3, 2025, General and Special Election
- 3.7 Discuss, Consider & Possible Action on **Ordinance #2025-1** Ordering a General Municipal Election to be held on May 3, 2025, for the Purpose of Electing an Individual to the Office of Mayor
- 3.8 Discuss, Consider & Possible Action on **Resolution #2025-6** Approving the Amended and Restated Lease Agreement for the office space at 301 St. Joseph Street, Suite A with Gonzales Central Appraisal District and authorizing the City Manager to execute said agreement
- 3.9 Discuss, Consider & Possible Action on **Resolution #2025-7** Authorizing the City Manager to execute a License Agreement with the Gonzales Little League
- 3.10 Discuss, Consider & Possible Action on **Resolution #2025-8** Accepting the contribution from the Gonzales Little League for improvements to the Little League restrooms located at Independence Park and approving the City's Financial Contribution to the project

RESOLUTIONS

- 4.1 Discuss, Consider & Possible Action on **Resolution #2025-9** Authorizing Gonzales Jr. Main Street in Partnership with Gonzales Main Street, Inc the use of Independence Square,

including the parking lot and designated street closures for the 2025 Summer Throwdown Event on May 31, 2025

- 4.2 Discuss, Consider & Possible Action on **Resolution #2025-10** Authorizing the City Manager to solicit Requests for Qualifications for City Attorney/Legal Services for the City of Gonzales, Texas

ORDINANCES

- 5.1 Discuss, Consider & Possible Action on **Ordinance #2025-2** Ordering a Special Election to be held on May 3, 2025, for the purpose of voting on the recall of Council Member District 4

CLOSED SESSION

- 6.1 (1) Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales will consult in closed session with its attorney to receive legal advice regarding pending or contemplated litigation, a settlement offer, or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter”, to include the following matters:
- A) Discussion regarding the Gonzales Chamber of Commerce Publicity and Tourism Agreement
- (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) 1814 St. Paul Street
 - B) St. Paul Street/Cone Street
- (3) Pursuant to Section 551.074 of the Texas Government Code, the City of Gonzales will consult in closed session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- A) City Manager Evaluation

RETURN TO OPEN SESSION

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

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 January 16, 2025, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 13th day of January, 2025 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 _____, 2025 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 12/31/2024

CASH & INVESTMENT BY FUND AS OF 12/31/2024

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

100-GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
401-TAX REVENUE	3,133,422.00	416,425.77	503,630.70	16.07	0.00	2,629,791.30
402-FRANCHISE REVENUE	1,889,060.00	120,657.96	371,936.17	19.69	0.00	1,517,123.83
403-LICENSE/FEE/PERMITS	108,875.00	6,548.00	45,533.29	41.82	0.00	63,341.71
404-PARKS FEES REVENUE	410,072.00	21,112.50	91,953.90	22.42	0.00	318,118.10
405-MUNICIPAL COURT REVEN	46,156.00	4,990.69	13,620.27	29.51	0.00	32,535.73
406-MISCELLANEOUS REVENUE	1,309,821.00	80,386.17	142,268.03	10.86	0.00	1,167,552.97
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	155,000.00	15,517.92	46,980.47	30.31	0.00	108,019.53
409-OTHER FINANCING REVEN	109,410.00	0.00	1,500.00	1.37	0.00	107,910.00
410-TRANSFERS	3,158,861.00	200,328.40	725,046.20	22.95	0.00	2,433,814.80

*** TOTAL REVENUES ***	10,320,677.00	865,967.41	1,942,469.03	18.82	0.00	8,378,207.97
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EXPENDITURE SUMMARY

101-CITY COUNCIL DEPARTME	113,614.00	4,110.37	16,791.76	14.78	0.00	96,822.24
102-CITY MANAGER DEPART	207,087.00	14,651.34	49,273.94	23.79	0.00	157,813.06
103-COMMUNITY DEVELOPMENT	181,992.00	10,198.91	31,306.19	17.20	0.00	150,685.81
104-NON-DEPARTMENTAL	482,029.00	13,337.49	167,138.98	37.87	15,400.00	299,490.02
105-MAIN STREET DEPARTMEN	134,867.00	7,902.52	24,771.65	18.37	0.00	110,095.35
107-BUILDING MAINTENANCE	428,488.00	18,624.18	70,990.42	21.82	22,500.00	334,997.58
108-CITY SECRETARY DEP	291,512.00	13,539.87	57,807.21	19.83	0.00	233,704.79
109-FINANCE DEPARTMENT	682,930.00	20,176.42	119,599.18	17.51	0.00	563,330.82
110-CHAMBER OF COMMERCE	229,971.00	15,795.41	48,081.85	20.91	0.00	181,889.15
201-PARKS DEPARTMENT	835,417.00	48,542.35	183,102.45	21.92	0.00	652,314.55
202-SWIMMING POOL DEPARTM	37,093.00	0.00	464.82	1.25	0.00	36,628.18
204-RECREATION DEPARTMENT	21,602.00	0.00	323.47	1.50	0.00	21,278.53
205-MISCELLANEOUS	0.00	(0.19)	(0.72)	0.00	0.00	0.72
206-INDEPENDENCE GOLF CO	384,847.00	17,834.60	82,960.69	21.56	0.00	301,886.31
301-FIRE DEPARTMENT	1,682,407.00	111,228.04	522,372.54	31.53	8,067.60	1,151,966.86
501-POLICE DEPARTMENT	2,928,278.00	172,122.01	668,829.65	24.76	56,218.07	2,203,230.28
504-ANIMAL CONTROL DEPART	214,933.00	14,971.07	48,020.25	22.34	0.00	166,912.75
550-MUNICIPAL COURT DEPT.	125,682.00	6,759.57	29,545.23	23.51	0.00	96,136.77
602-AIRPORT DEPARTMENT	116,154.00	166.62	29,166.79	25.11	0.00	86,987.21
603-STREETS DEPARTMENT	730,457.00	37,359.35	203,919.49	28.28	2,650.00	523,887.51
650-LIBRARY DEPARTMENT	348,885.00	21,938.06	78,368.21	26.16	12,900.00	257,616.79
660-MUSEUM DEPARTMENT	122,231.00	6,123.29	23,846.85	19.51	0.00	98,384.15

*** TOTAL EXPENDITURES ***	10,300,476.00	555,381.28	2,456,680.90	24.99	117,735.67	7,726,059.43
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** REVENUES OVER(UNDER) EXPENDITURES **	20,201.00	310,586.13	(514,211.87)	128.30-	(117,735.67)	652,148.54
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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	856,150.00	26,443.00	117,928.78	13.77	0.00	738,221.22
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	856,150.00	26,443.00	117,928.78	13.77	0.00	738,221.22
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EXPENDITURE SUMMARY						
203-JB WELLS GENERAL	499,468.00	29,366.95	105,015.77	21.03	0.00	394,452.23
213-JB WELLS RV PARK	101,242.00	1,288.18	6,656.67	6.58	0.00	94,585.33
313-JB WELLS ARENA	185,575.00	3,245.22	18,416.64	9.92	0.00	167,158.36
413-JB WELLS EXPO	61,325.00	1,856.31	7,288.08	11.88	0.00	54,036.92
513-JB WELLS SHOW BARN	28,742.00	223.68	2,048.17	7.13	0.00	26,693.83
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*** TOTAL EXPENDITURES ***	876,352.00	35,980.34	139,425.33	15.91	0.00	736,926.67
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** REVENUES OVER (UNDER) EXPENDITURES **	(20,202.00)	(9,537.34)	(21,496.55)	106.41	0.00	1,294.55
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210-ELECTRIC FUND

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

REVENUE SUMMARY						
710-ELECTRIC DEPARTMENT	11,103,443.00	740,756.90	2,432,544.87	21.91	0.00	8,670,898.13
750-REVENUE COLLECTION	325,844.00	2,397.77	68,738.90	21.10	0.00	257,105.10
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	11,429,287.00	743,154.67	2,501,283.77	21.88	0.00	8,928,003.23
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EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	11,644,875.00	685,837.64	2,434,543.79	25.09	487,535.60	8,722,795.61
750-REVENUE COLLECTIONS	340,352.00	19,435.19	85,776.39	26.73	5,200.00	249,375.61
809-HYDRO PLANT CONST.	148,400.00	0.00	0.00	0.00	0.00	148,400.00
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*** TOTAL EXPENDITURES ***	12,133,627.00	705,272.83	2,520,320.18	24.83	492,735.60	9,120,571.22
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** REVENUES OVER (UNDER) EXPENDITURES **	(704,340.00)	37,881.84	(19,036.41)	72.66	(492,735.60)	(192,567.99)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 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	3,277,140.00	270,980.29	815,839.93	24.89	0.00	2,461,300.07
*** TOTAL REVENUES ***	3,277,140.00	270,980.29	815,839.93	24.89	0.00	2,461,300.07
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EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	3,678,453.00	111,465.95	511,684.28	15.02	40,786.67	3,125,982.05
*** TOTAL EXPENDITURES ***	3,678,453.00	111,465.95	511,684.28	15.02	40,786.67	3,125,982.05
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** REVENUES OVER(UNDER) EXPENDITURES **	(401,313.00)	159,514.34	304,155.65	65.63-	(40,786.67)	(664,681.98)
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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	1,826,500.00	160,205.47	448,381.79	24.55	0.00	1,378,118.21
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*** TOTAL REVENUES ***	1,826,500.00	160,205.47	448,381.79	24.55	0.00	1,378,118.21
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EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	2,280,529.00	57,011.49	303,522.85	13.32	300.00	1,976,706.15
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*** TOTAL EXPENDITURES ***	2,280,529.00	57,011.49	303,522.85	13.32	300.00	1,976,706.15
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** REVENUES OVER (UNDER) EXPENDITURES **	(454,029.00)	103,193.98	144,858.94	31.84-	(300.00)	(598,587.94)
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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	870,700.00	71,043.65	204,174.29	23.45	0.00	666,525.71
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*** TOTAL REVENUES ***	870,700.00	71,043.65	204,174.29	23.45	0.00	666,525.71
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EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	877,280.00	14,518.23	166,890.22	19.02	0.00	710,389.78
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*** TOTAL EXPENDITURES ***	877,280.00	14,518.23	166,890.22	19.02	0.00	710,389.78
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** REVENUES OVER(UNDER) EXPENDITURES **	(6,580.00)	56,525.42	37,284.07	566.63-	0.00	(43,864.07)
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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.	836,550.00	193,580.98	264,666.60	31.64	0.00	571,883.40
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*** TOTAL REVENUES ***	836,550.00	193,580.98	264,666.60	31.64	0.00	571,883.40
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EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	816,550.00	0.00	500.00	0.06	0.00	816,050.00
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*** TOTAL EXPENDITURES ***	816,550.00	0.00	500.00	0.06	0.00	816,050.00
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** REVENUES OVER (UNDER) EXPENDITURES **	20,000.00	193,580.98	264,166.60	320.83	0.00	(244,166.60)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2024

500-HOTEL/MOTEL FUND

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

REVENUE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	(12,891.00)	0.00	0.00	12,891.00
811-HOTEL/MOTEL	615,000.00	23,469.03	37,405.42	6.08	0.00	577,594.58
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 ***	615,000.00	23,469.03	24,514.42	3.99	0.00	590,485.58
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EXPENDITURE SUMMARY						
811-HOTEL MOTEL	733,321.00	313,396.00	344,896.00	47.03	0.00	388,425.00
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*** TOTAL EXPENDITURES ***	733,321.00	313,396.00	344,896.00	47.03	0.00	388,425.00
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** REVENUES OVER(UNDER) EXPENDITURES **	(118,321.00)	(289,926.97)	(320,381.58)	270.77	0.00	202,060.58
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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	2,600.00	199.94	885.95	34.08	0.00	1,714.05
*** TOTAL REVENUES ***	2,600.00	199.94	885.95	34.08	0.00	1,714.05
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EXPENDITURE SUMMARY						
812-MEMORIAL MUSEUM	2,600.00	0.00	500.00	19.23	0.00	2,100.00
*** TOTAL EXPENDITURES ***	2,600.00	0.00	500.00	19.23	0.00	2,100.00
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** REVENUES OVER (UNDER) EXPENDITURES **	0.00	199.94	385.95	0.00	0.00	(385.95)
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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	223.09	5,064.81	117.79	0.00	(764.81)
*** TOTAL REVENUES ***	4,300.00	223.09	5,064.81	117.79	0.00	(764.81)
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EXPENDITURE SUMMARY						
813-FORFEITURES	20,500.00	0.00	0.00	0.00	0.00	20,500.00
*** TOTAL EXPENDITURES ***	20,500.00	0.00	0.00	0.00	0.00	20,500.00
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** REVENUES OVER(UNDER) EXPENDITURES **	(16,200.00)	223.09	5,064.81	31.26-	0.00	(21,264.81)
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503-MUNICIPAL COURT

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

REVENUE SUMMARY						
814-MUNICIPAL COURT	2,600.00	200.74	687.86	26.46	0.00	1,912.14
*** TOTAL REVENUES ***	2,600.00	200.74	687.86	26.46	0.00	1,912.14
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EXPENDITURE SUMMARY						
814-MUNICIPAL COURT	8,500.00	31.95	384.48	4.52	0.00	8,115.52
*** TOTAL EXPENDITURES ***	8,500.00	31.95	384.48	4.52	0.00	8,115.52
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** REVENUES OVER (UNDER) EXPENDITURES **	(5,900.00)	168.79	303.38	5.14-	0.00	(6,203.38)
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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	56,400.00	14,411.14	25,410.10	45.05	0.00	30,989.90
*** TOTAL REVENUES ***	56,400.00	14,411.14	25,410.10	45.05	0.00	30,989.90
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EXPENDITURE SUMMARY						
815-ROBERT LEE BROTHERS	23,100.00	1,058.01	5,766.20	24.96	0.00	17,333.80
*** TOTAL EXPENDITURES ***	23,100.00	1,058.01	5,766.20	24.96	0.00	17,333.80
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** REVENUES OVER(UNDER) EXPENDITURES **	33,300.00	13,353.13	19,643.90	58.99	0.00	13,656.10
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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	16,100.00	370.11	1,112.08	6.91	0.00	14,987.92
*** TOTAL REVENUES ***	16,100.00	370.11	1,112.08	6.91	0.00	14,987.92
=====						
EXPENDITURE SUMMARY						
816-PEG FRANCHISE	10,000.00	0.00	0.00	0.00	0.00	10,000.00
*** TOTAL EXPENDITURES ***	10,000.00	0.00	0.00	0.00	0.00	10,000.00
=====						
** REVENUES OVER(UNDER) EXPENDITURES **	6,100.00	370.11	1,112.08	18.23	0.00	4,987.92
=====						

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

700-GONZALES ECONOMIC DEV

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

REVENUE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,190,750.00	106,539.41	136,879.30	11.50	0.00	1,053,870.70
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,190,750.00	106,539.41	136,879.30	11.50	0.00	1,053,870.70
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	4,360,559.00	14,053.43	84,234.68	1.93	0.00	4,276,324.32
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	4,360,559.00	14,053.43	84,234.68	1.93	0.00	4,276,324.32
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(3,169,809.00)	92,485.98	52,644.62	1.66-	0.00	(3,222,453.62)
	=====	=====	=====	=====	=====	=====

CASH & INVESTMENTS BY FUND
AS OF: DECEMBER 31ST, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
100-GENERAL FUND =====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	356,006.62	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	183,047.39	
100 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	0.00	
	TOTAL CASH	539,054.01	
<u>INVESTMENTS</u>			
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		97,808.48
	TOTAL INVESTMENTS		97,808.48
<u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		3,589,082.17
100 1-104.003	TEXPOOL-CLFRF PART II - ARPA		0.00
	TOTAL POOLED INVESTMENTS		3,589,082.17
	TOTAL 100-GENERAL FUND	539,054.01	3,686,890.65
<hr/>			
203-JB WELLS FUND =====			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(34,821.70)	
	TOTAL CASH	(34,821.70)	
	TOTAL 203-JB WELLS PARK FUND	(34,821.70)	0.00
<hr/>			
210-ELECTRIC FUND =====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	408,809.53	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	171,073.33	
	TOTAL CASH	579,882.86	
<u>POOLED INVESTMENTS</u>			
210 1-104.002	TEXPOOL- ELECTRIC FUND		1,352,491.64
	TOTAL POOLED INVESTMENTS		1,352,491.64
	TOTAL 210-ELECTRIC FUND	579,882.86	1,352,491.64

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2024 DECEMBER 31ST, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
220-WATER FUND =====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	496,748.53	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	29,356.00	
	TOTAL CASH	526,104.53	
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		2,390,131.51
	TOTAL POOLED INVESTMENTS		2,390,131.51
	TOTAL 220-WATER FUND	526,104.53	2,390,131.51
<hr/>			
230-WASTEWATER FUND =====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	302,645.58	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	0.00	
	TOTAL CASH	302,645.58	
<u>POOLED INVESTMENTS</u>			
230 1-104.002	TEXPOOL- WASTEWATER FUND		1,833,590.13
	TOTAL POOLED INVESTMENTS		1,833,590.13
	TOTAL 230-WASTEWATER FUND	302,645.58	1,833,590.13
<hr/>			
240-SOLID WASTE =====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	169,145.83	
	TOTAL CASH	169,145.83	
	TOTAL 240-SOLID WASTE FUND	169,145.83	0.00
<hr/>			

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2024 DECEMBER 31ST, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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

400-DSF GOVERNMENTAL ACTI			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCOUNT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	676,731.15	

TOTAL CASH		676,731.15	
		-----	-----
TOTAL 400-DSF GOVERNMENT ACTIVITIES		676,731.15	0.00

500-HOTEL/MOTEL FUND			
=====			
<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCOUNT	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	76,315.25	

TOTAL CASH		76,315.25	
<u>POOLED INVESTMENTS</u>			
500 1-104.001	TEXPOOL - HOTEL MOTEL FUND		432,328.26

TOTAL POOLED INVESTMENTS			432,328.26
		-----	-----
TOTAL 500-HOTEL/MOTEL FUND		76,315.25	432,328.26

501-MEMORIAL MUSEUM FUND			
=====			
<u>CASH</u>			
501 1-001.000	CASH - CONTROL ACCOUNT	0.00	
501 1-001.503	CASH - MUSEUM FUNDS	14,056.65	

TOTAL CASH		14,056.65	
		-----	-----
TOTAL 501-MEMORIAL MUSEUM FUND		14,056.65	0.00

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2024 DECEMBER 31ST, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
502-FORFEITURES			
=====			
<u>CASH</u>			
502 1-001.000	CASH - CONTROL ACCOUNT	0.00	
502 1-001.504	CASH - FORFEITURES FEDERAL	47,756.36	
502 1-001.505	CASH - FORFEITURES STATE	16,895.30	

TOTAL CASH		64,651.66	

TOTAL 502-FORFEITURE FUND		64,651.66	0.00

<hr/>			
503-MUNICIPAL COURT			
=====			
<u>CASH</u>			
503 1-001.000	CASH - CONTROL ACCOUNT	0.00	
503 1-001.505	CASH - MUN CRT CHILD SAFETY	2,897.94	
503 1-001.506	CASH - MUN CRT SECURITY	19,244.87	
503 1-001.507	CASH - MUN CRT TECH	1,023.82	
503 1-001.508	CASH - SPECIAL EXPENSE	4,497.82	

TOTAL CASH		27,664.45	

TOTAL 503-MUNICIPAL COURT		27,664.45	0.00

<hr/>			
504-ROBERT L. BROTHERS			
=====			
<u>CASH</u>			
504 1-001.000	CASH - CONTROL ACCOUNT	0.00	
504 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	76,181.25	

TOTAL CASH		76,181.25	

TOTAL 504-ROBERT LEE BROTHERS FUND		76,181.25	0.00

<hr/>			
505-PEG FRANCHISE FUND			
=====			
<u>CASH</u>			
505 1-001.000	CASH - CONTROL ACCOUNT	0.00	
505 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	107,254.97	

TOTAL CASH		107,254.97	

TOTAL 505-PEG FRANCHISE FUND		107,254.97	0.00

CASH & INVESTMENTS BY FUND
AS OF: DECEMBER 31ST, 2024 DECEMBER 31ST, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>700-COMPONENT UNIT</u>			
=====			
<u>CASH</u>			
700 1-001.000	CASH - CONTROL ACCOUNT	(12,688.17)	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,619,332.87	

TOTAL CASH		2,606,644.70	
<u>INVESTMENTS</u>			
700 1-103.413	CERT OF DEPOSIT -FNB GONZALES		200,000.00

TOTAL INVESTMENTS			200,000.00
<u>POOLED INVESTMENTS</u>			
700 1-104.001	TEXPOOL - ECONOMIC DEVELOPMENT		1,567,299.36

TOTAL POOLED INVESTMENTS			1,567,299.36
		-----	-----
TOTAL 700-GONZALES ECONOMIC DEV		2,606,644.70	1,767,299.36
		-----	-----
FUND TOTAL OTHER INVESTMENTS			297,808.48
FUND TOTAL POOLED INVESTMENTS			11,164,923.07
		-----	-----
TOTAL CASH AND INVESTMENTS		5,731,511.19	11,462,731.55
		=====	=====

*** END OF REPORT ***

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES – DECEMBER 12, 2024**

The regular meeting of the City Council was held on **December 12, 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
Mariah Jordan	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, Erica Leopold-Administrative Assistant, Gayle Autry-Police Chief, Tammy West-Police Lt., Susan Sankey-Economic Development Director, Madelynn Hendershot-Economic Development Coordinator, and Amanda Garza-JB Wells Park Arena Operations Manager

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Event-none
- Announcements and recognitions by the City Manager-none
- Announcements and recognitions by the Mayor-Acknowledged attending the following events: Winterfest, complimenting Main Street several groups on their hard work; the GISD strategic planning function; the grand opening of the Lions Park playground, the grand opening of the Lynn Theatre and the Chamber Chatter
- Recognition of actions by City employees-None
- Recognition of actions by community volunteers-None

HEARING OF RESIDENTS

Mr. Fogel spoke regarding the Ground Lease between the City of Gonzales and the Gonzales Dog Adoption.

Mr. David Tuczky thanked the City Council for including the Edwards Association in the 2025 budget as they have began using the money restoring a room as a multipurpose room.

STAFF/BOARD REPORTS

- 1.1 Financials were presented regarding:
- Financial Reports for funds as of November 30, 2024
 - Cash & Investment by Fund as of November 30, 2024

- 1.2 City Manager, Tim Crow updated the City Council on the following:
- Timeline on Capital Improvement and Departmental Projects
 - JB Wells Park Financials
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

No questions were asked regarding the report

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 Regular Meeting, November 14, 2024, Special Called Meeting November 21, 2024 and Special Called Meeting November 25, 2024
- 2.2 Discuss, Consider & Possible Action on **Resolution #2024-122** Declaring certain City property surplus and authorizing the sale of said property in the manner most advantageous to the City of Gonzales
- 2.3 Discuss, Consider & Possible Action on **Resolution #2024-123** Joining with the State of Texas and Political Subdivisions of the State as a party in the Texas Opioid Settlement Agreements secured by the Office of the Attorney General, and authorizing the City Manager to execute settlement participation form
- 2.4 Discuss, Consider & Possible Action on **Resolution #2024-124** Authorizing the Edwards Association the use of Independence Square including the parking lot, and designated street closures for the Annual Martin Luther King March on January, 20, 2025
- 2.5 Discuss, Consider & Possible Action on **Resolution #2024-125** Authorizing the City Manager to Execute a License Agreement with the Gonzales United Soccer Club
- 2.6 Discuss, Consider & Possible Action on **Resolution #2024-126** Rejecting the proposals received for the 2024-2025 Bridge Replacement Project

ACTION: Items 2.1 through 2.5 with the exception of 2.6

APPROVED

Council Member Kridler moved to approve the consent agenda Items 2.1 through 2.5 with the exception of 2.6. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.6 Discuss, Consider & Possible Action on **Resolution #2024-126** Rejecting the proposals received for the 2024-2025 Bridge Replacement Project

ACTION: Item 2.6

APPROVED

Council Member Miller moved to approve **Resolution #2024-126** Rejecting the proposals received for the 2024-2025 Bridge Replacement Project. Council Member Hernandez

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

RESOLUTION

- 3.1 Discuss, Consider & Possible Action on **Resolution #2024-127** Authorizing the City Manager to negotiate and execute a ground lease agreement with Gonzales Dog Adoptions

ACTION: Item 3.1

APPROVED

Council Member Miller moved to approve **Resolution #2024-127** Authorizing the City Manager to negotiate and execute a ground lease agreement with Gonzales Dog Adoptions. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

ORDINANCES

- 4.1 Public Hearing, Discussion & Possible Action on **Ordinance #2024-31** Amending the City of Gonzales' Future Land Use Map within the Gonzales Comprehensive Plan changing the designation from "Commercial District" to "Single-Family District" on the property located 1132 Seydler Street

Mayor Sucher opened the Public Hearing at 6:21 p.m

Zoning Administrator, Kristina Vega gave a staff presentation stating that the property owner is requesting an amendment to the City's Future Land Use Map in conjunction with the rezone from C-2 Heavy Commercial to SF-6, Single Family 6. The following rezone agenda item will be a request to rezone parcel 12481 from C-2 Heavy Commercial to SF-6, Single-Family 6. In order to complete the rezone, the Gonzales Comprehensive Plan Future Land Use map must be amended prior to the change in zoning, in order to be in conformance with state law. The property has been utilized as a residential property for many years. The property owner would like to be able to continue to utilize the property as a single-family residential property. However, with the property zoned as C-2 Heavy Commercial this is not possible as per the City's Zoning Code. Therefore, the property owner is requesting an amendment to the City's Future Land Use Map in conjunction with the rezone from C-2 Heavy Commercial to SF-6, Single-Family 6.

None

Mayor Sucher closed the Public Hearing at 6:24 p.m.

ACTION: Item 4.1

APPROVED

Council Member Kridler moved to approve **Ordinance #2024-31** Amending the City of Gonzales' Future Land Use Map within the Gonzales Comprehensive Plan changing the designation from "Commercial District" to "Single-Family District" on the property located 1132 Seydler Street. Council Member Jordan seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.2 Public Hearing, Discussion & Possible Action on **Ordinance #2024-32** Amending the Official Zoning Map by Zoning Property for the property commonly known as 1132

Seydler Street, said property being currently zoned as C-2 Heavy Commercial District and seeking to be rezoned to SF-6, Single Family 6 District

Mayor Sucher opened the Public Hearing at 6:24 p.m

Zoning Administrator, Kristina Vega gave a staff presentation stating that this item is in conjunction with the previous item discussed regarding an amendment to the comprehensive plan future land use map and a request for rezone from C-2 Heavy Commercial District to SF-6, Single-Family 6 District. The property has been utilized as a residential property for many years. The property owner would like to be able to continue to utilize the property as a single-family residential property. However, with the property zoned as C-2 Heavy Commercial this is not possible as per the City's Zoning Code. Therefore, the property owner is requesting an amendment to the City's Future Land Use Map in conjunction with the rezone from C-2 Heavy Commercial District to SF-6, Single-Family 6 District. A notice was published in the newspaper for three weeks beginning on November 14, 2024 and notices were mailed to property owners within 200' of the subject property on November 12, 2024. Twenty-one (21) property owners were notified of the zoning change. As of preparation of the staff report, there was one objection letter and zero no objection letters returned.

None

Mayor Sucher closed the Public Hearing at 6:26 p.m.

ACTION: Item 4.2

APPROVED

Council Member Kridler moved to approve **Ordinance #2024-32** Amending the Official Zoning Map by Zoning Property for the property commonly known as 1132 Seydler Street, said property being currently zoned as C-2 Heavy Commercial District and seeking to be rezoned to SF-6, Single Family 6 District. Council Member Jordan seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.3 Public Hearing, Discussion & Possible Action on **Ordinance #2024-33** Amending the City of Gonzales' Future Land Use Map within the Gonzales Comprehensive Plan changing the designation from "Single-Family Residential" to "Commercial District" on the property located at 418 St. Michael Street

Mayor Sucher opened the Public Hearing at 6:27 p.m

Zoning Administrator, Kristina Vega gave a staff presentation stating that the property owner is requesting an amendment to the City's Future Land Use Map in conjunction with the rezone from SF-6, Single Family 6 District to C-1 Light Commercial District. In order to complete the rezone, the Gonzales Comprehensive Plan Future Land Use map must be amended prior to the change in zoning, in order to be in conformance with state law. The property has been used as a residential property for many years. However, CTX Restaurants, Inc.(Dairy Queen) is interested in purchasing the property to increase their parking lot for their patrons. The property would need to be rezoned in order to accommodate this use since the property is currently zoned SF-6, Single Family 6 Residential. Therefore, the property owner and potential purchaser are requesting an

amendment to the City’s Future Land Use Map in conjunction with the rezone from SF-6, Single Family 6 District to C-1 Light Commercial District.

Daniel DeLaCruz spoke regarding the current condition of the residence and in favor of the rezone. Daniel mention a public safety issue with the current parking situation especially during the lunch hour and during school release each day and the need for additional parking.

Jorjia “Charlea” Burrier spoke in favor of the rezone as requested, stating that the additional parking is needed and the residence needs to go, as it is in no longer in a condition to be lived in.

Mayor Sucher closed the Public Hearing at 6:33 p.m.

ACTION: Item 4.3

APPROVED

Council Member Kridler moved to approve **Ordinance #2024-33** Amending the City of Gonzales’ Future Land Use Map within the Gonzales Comprehensive Plan changing the designation from “Single-Family Residential” to “Commercial District” on the property located at 418 St. Michael Street. Council Member Jordan seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.4 Public Hearing, Discussion & Possible Action on **Ordinance #2024-34** Amending the Official Zoning Map by Zoning Property for the property commonly known as 418 St. Michael Street, said property being currently zoned as SF-6 Single Family 6 District and seeking to be rezoned to C-1 Light Commercial District

Mayor Sucher opened the Public Hearing at 6:34 p.m

Zoning Administrator, Kristina Vega gave a staff presentation stating that this item is in conjunction with the previous item discussed regarding an amendment to the comprehensive plan future land use map and a request for rezone from SF-6, Single Family 6 District to C-1 Light Commercial District. The property has been used as a residential property for many years. However, CTX Restaurants, Inc.(Dairy Queen) is interested in purchasing the property to increase their parking lot for their patrons. The property would need to be rezoned in order to accommodate this use since the property is currently zoned SF-6, Single Family 6 Residential. Therefore, the property owner and potential purchaser are requesting an amendment to the City’s Future Land Use Map in conjunction with the rezone from SF-6, Single Family 6 District to C-1 Light Commercial District. A notice was published in the newspaper for three weeks beginning on November 14, 2024 and notices were mailed to property owners within 200’ of the subject property on November 12, 2024. Sixteen (16) property owners were notified of the zoning change. As of preparation of the staff report, there were two no objection letter and zero objection letters returned.

None

Mayor Sucher closed the Public Hearing at 6:35 p.m.

ACTION: Item 4.4

APPROVED

Council Member Kridler moved to approve **Ordinance #2024-34** Amending the Official Zoning Map by Zoning Property for the property commonly known as 418 St. Michael Street, said property being currently zoned as SF-6 Single Family 6 District and seeking to be rezoned to C-1 Light Commercial District. Council Member Jordan seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 6:36 p.m.

CLOSED SESSION

5.1 (1) Pursuant to Section 551.072 of the Texas Government Code, the City of Gonzales will consult in closed session to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person:

A) Unopened portions of Mesquite and Hackberry Street

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

A) City Manager Evaluation

RETURN TO OPEN SESSION

The Council convened into open session at 7:19 p.m.

6.2 Discuss, Consider & Possible Action on **Ordinance #2024-35** Closing and Abandoning to the abutting property owner a portion of a certain unimproved street and authorizing the City Manager to execute the Real Property Contract

ACTION: Item 6.2

APPROVED

Council Member Hernandez moved to approve **Ordinance #2024-35** Closing and Abandoning to the abutting property owner a portion of a certain unimproved street and authorizing the City Manager to execute the Real Property Contract. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

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

Council Member Hernandez moved to accept the offer and authorize the City Manager to execute any and all documents associated. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Councilmembers for items on a future City Council agenda- none
- 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 Hernandez and second by Council Member Kridler, the meeting was adjourned at 7:22 p.m.

Approved this 16th day of January, 2025.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

CITY OF GONZALES
GONZALES ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING
MINUTES - December 16, 2024

GEDC President Ryan Lee called the meeting to order at 6:00 p.m. on December 16, 2024 at the Gonzales Municipal Building located at 820 N. St. Joseph Street, Gonzales, Texas.

A quorum of the City Council was present including Mayor Stever Sucher, Councilmembers Lorenzo Hernandez, Mariah Jordan and Ronda Miller during which no votes or action was taken by the body. Mr. Evans provided information about TNW and TXGN. He reported on project 2022-06, Synergos (the Erickson Companies) project. The overall project will create new jobs in Gonzales and requires infrastructure improvements to industrial park. The City of Gonzales and Gonzales Economic Development Corporation have a performance agreement to address updates for this project. Mayor Sucher presented a Come & Take It flag to Mr. Evans in recognition of the community support provided by TNW. The Council provided feedback and engaged in discussions regarding the project.

The meeting adjourned at 7:17 p.m.

Approved this 16th day of January, 2025.

Mayor, S.H. Sucher

Kristina Vega, City Secretary

**COUNCIL AGENDA
ITEM BRIEFING DATA**



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-1 Rescheduling the January 9, 2025 Regular Council meeting to January 16, 2025

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On April 3, 2018, the City Council set their regular meetings for the second Thursday of each month. However, due to unforeseen circumstances, the January 9th meeting needed to be rescheduled. Therefore, the City Council is seeking to change the January regular meeting to January 16, 2025 at 6:00 p.m.

POLICY CONSIDERATIONS:

Adopting this resolution will set the regular city council meetings for the month at a time the Council wishes to choose.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2025-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS RESCHEDULING THE JANUARY 9, 2025 REGULAR COUNCIL MEETING TO JANUARY 16, 2025; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, due to unforeseen circumstances, the regular meeting date needed to be rescheduled from January 9, 2025; and

WHEREAS, the City Council finds that it is in the City's best interest to reschedule the January 9, 2025, City Council meeting to January 16, 2025 at 6:00 p.m.

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

Section 1. The City Council of the City of Gonzales, Texas hereby reschedules the January 9, 2025, Regular City Council Meeting to January 16, 2025 at 6:00 p.m.

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 16th day of January, 2025.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**COUNCIL AGENDA
ITEM BRIEFING DATA**



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-2 Authorizing the Use of Apache Stadium Parking Lot, and City Staff assistance for 2025 Jim Price Clean Up April 26, 2025.

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Beautification and Design Advisory Board is preparing for the annual Jim Price Clean Up Campaign on April 26, 2025. They are requesting the use of the parking lot at Apache Stadium and City Staff to assist with clean up and traffic flow. They intend to block off the parking lot on Friday, April 25, 2025 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 28, 2025. City Staff will remove all barricades after the truck departures on Monday, April 28, 2025.

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. 2025-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES BEAUTIFICATION AND DESIGN ADVISORY BOARD USE OF APACHE STADIUM PARKING LOT AND CITY STAFF ASSISTANCE FOR 2025 JIM PRICE CLEAN UP APRIL 26, 2025; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gonzales Beautification and Design Advisory Board uses the parking lot at Apache Stadium for the Annual Jim Price Clean Up; and

WHEREAS, the event will be held from 8:00 a.m. on Saturday, April 26, 2025 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 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 Gonzales Beautification and Advisory Board to use the Apache Stadium Parking lot, an area of the practice field, and designated streets for the Annual Jim Price Clean Up on April 26, 2025 as stated herein

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 16th day of January 2025.

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	Jim Price Clean-Up		
HOST ORGANIZATION	City of Gonzales - Beautification Committee		
CONTACT NAME	Tiffany Hutchinson-Padilla, Committee Liaison		
CONTACT CELL PHONE	[REDACTED]		
EVENT DATE	April 26, 2025		
EVENT START TIME 7:00 am	EVENT END TIME	1:00 pm	
EVENT LOCATION	Apache Field Parking Lot		
HOLIDAY CELEBRATED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	HOLIDAY: _____	
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: January 16, 2025	

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE	500		
MUSIC	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	LIVE <input type="checkbox"/>	DJ <input type="checkbox"/>
FOOD	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		
ALCOHOL	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	RESPONSIBLE PARTY _____	
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PARADE <input type="checkbox"/>	SHOW <input type="checkbox"/>
PUBLIC OR PRIVATE EVENT	Public		
SECURITY	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	# OFFICERS NEEDED (Call 672-8686 for costs)	

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		
NUMBER OF OUTLETS NEEDED	_____		
AMPS/WATTS NEEDED	_____		
TENT	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	SET UP DAY/TIME	_____
TENT SIZE:	_____	TAKE DOWN DAY/TIME	_____

STREETS DEPARTMENT

STREETS AFFECTED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	_____	
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Entrance and exit to Apache Field Parking lot	
CONES NEEDED (max 48)	Y <input type="checkbox"/> N <input type="checkbox"/>	_____	
STREETS TO BE CLOSED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	_____	
SET UP TIME	Dumpster may arrive Friday, April 25		
TAKE DOWN TIME	Dumpsters may be removed Monday, April 28		

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each	_____	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	_____	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	_____	(max 50)
NUMBER OF TRASH CANS	_____	(max 25)
SET UP TIME	_____	
TAKE DOWN TIME	_____	

FOR INFORMATION CONTACT *Kristina Vega, CITY SECRETARY*
(830) 672-2815- City Hall citysecretary@gonzales.texas.gov
(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 (Insuring above indemnity)	\$100,000 per occurrence for property damage

Indemnity

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

Notification

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

Tiffany Hutchinson-Padilla

AUTHORIZED SIGNATURE

**COUNCIL AGENDA
ITEM BRIEFING DATA**



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-3 Authorizing and Approving the Execution of a Special Warranty Deed Conveying 3.0-acres of Land to the City of Gonzales, Texas.

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In the Roger M Dryer Memorial Airport Layout Plan that was passed and approved by KSA and TxDOT in 2022, it was identified that the future runway protection zone would require a property or easement acquisition of approximately 3 acres of GEDC property located at 2521 Harwood Rd to suffice the required coverage needed.

Depending on future development plans a portion of the three-acre tract may potentially need an easement to ensure proper drainage.

POLICY CONSIDERATIONS:

As per the Texas Non-Profit Corporation Act, a non-profit corporation has the right to sell, deed, or transfer land as the Corporation and Board of Directors sees fit and is the best interests of the Corporation.

FISCAL IMPACT:

The future anticipated growth of the Roger M Dryer Memorial Airport has the potential to bring in economic growth and prosperity to the community of Gonzales.

ATTACHMENTS:

Special Warranty Deed

STAFF RECOMMENDATIONS:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2025-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING AND APPROVING THE EXECUTION OF A SPECIAL WARRANTY DEED CONVEYING 3.0 ACRES OF LAND TO THE CITY OF GONZALES, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, the Board of Directors of the GEDC authorized and approved the execution of the Special Warranty Deed, attached hereto as *Exhibit A*, conveying 3.00 acres of land to the City of Gonzales, Texas, on September 25, 2023 at their regular Board meeting; and

WHEREAS, the City Council finds that it is in the best interest of the city to acquire the property for the benefit of the airport and in conformance with the approved Roger M. Dryer Airport Layout Plan and to bring in economic growth and prosperity to the Gonzales community, county and region.

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

Section 1. That the City Council of the City of Gonzales, Texas does hereby approve the execution of the Special Warranty Deed attached hereto as *Exhibit A*, conveying 3.00 acres of land to the City of Gonzales, Texas.

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 16th day of January, 2025.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Special Warranty Deed]



DOUCET

**GEDC Harwood Road
Gonzales County, Texas**

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

“Exhibit “-----”

D&A Job No. 1179-009

August 25, 2023

METES & BOUNDS DESCRIPTION

BEING A 3.000-ACRE [130,681 SQUARE FEET] TRACT OUT OF THE TOWN OF GONZALES SURVEY, ABSTRACT NUMBER 25, GONZALES COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 28.579-ACRE TRACT (SECOND TRACT), DESCRIBED TO THE GONZALES ECONOMIC DEVELOPMENT CORPORATION, AS RECORDED IN VOLUME 1387, PAGE 535 OF THE OFFICIAL PUBLIC RECORDS OF GONZLAES COUNTY, TEXAS [O.P.R.G.C.T.], SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron pipe found for the most northerly corner of said 28.579-acre tract, same being the west corner of a tract owned by Bette Marie Ayala, having no recording information on Gonzales County Appraisal District, also being on the south line of a called 6.402-acre tract (First Tract), recorded in Volume 821, Page 347 [O.P.R.G.C.T.];

THENCE S67°57'20"W, with the common line of said 28.579-acre tract and said 6.402-acre tract, a distance of 710.43 feet to a calculated point for the north corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S21°51'39"E, a distance of 1,124.10 feet to a calculated point on the south line of said 28.579-acre tract, same being the north line of a called 2.818-acre tract (Tract One), as recorded in Volume 1399, Page 115 [O.P.R.G.C.T.], for the southeast corner of the tract described herein;

THENCE S68°06'15"W, a distance of 116.27 feet to a 1/2-inch iron rod with cap stamped “1607” found for the southwest corner of said 28.579-acre tract, for the northwest corner of said 2.818-acre tract, same point being in the east line of a tract owned by the City of Gonzales, with no recording information on Gonzales County Appraisal District, Gonzales Municipal Airport, for the southwest corner of the tract described herein;

THENCE N21°51'39"W, with the common line of said 28.579-acre tract and said Gonzales Municipal Airport, a distance of 1,123.80 feet to a 3/4-inch iron pipe found for the northwest corner of said 28.579-acre tract, same being the southwest corner of said 6.402-acre tract and for the northwest corner of the tract described herein;

THENCE N67°57'20"E, with the common line of said 28.579-acre tract and said 6.402-acre tract, a distance of 116.27 feet to the **POINT OF BEGINNING** and containing 3.000-acres [130,681 square feet].

(CONTINUES ON NEXT PAGE)



“Exhibit “-----”

Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values. Measurements are in U.S. Survey Feet.

Record information shown hereon is based on a public records search by the surveyor. This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

Field surveying was performed March 10, 2022.

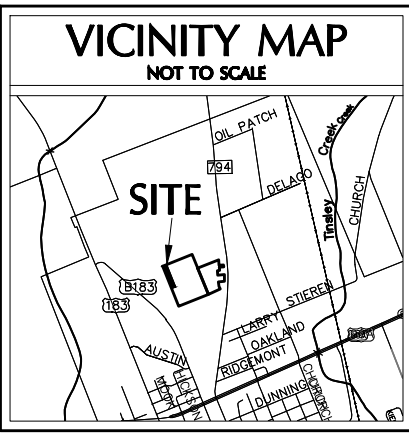
I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this easement description and accompanying plat of even date represent an actual survey performed on the ground.

08/25/2023

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
CTerry@DoucetEngineers.com
TBPELS Firm Registration No. 10194551

Date





BETTE MARIE AYALA
NO RECORDING
INFORMATION FOUND
NAME PER GONZALES
COUNTY CAD MAP

WILLIAM J. MIKESH, JR. AND
CAROLYN J. MIKESH
REVOCABLE LIVING TRUST
FIRST TRACT
CALLED 6.402 ACRES
VOL. 821, PG. 347
O.P.R.G.C.T.

TOWN OF GONZALES SURVEY
ABSTRACT NO. 25

LEGEND

- SUBJECT TRACT
- - - ADJOINER PROPERTY LINE
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- 1/2" IRON ROD FOUND [UNLESS NOTED]
- ⊙ 1/2" IRON PIPE FOUND [UNLESS NOTED]
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- VOL., PG. VOLUME, PAGE
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GONZALES COUNTY, TEXAS

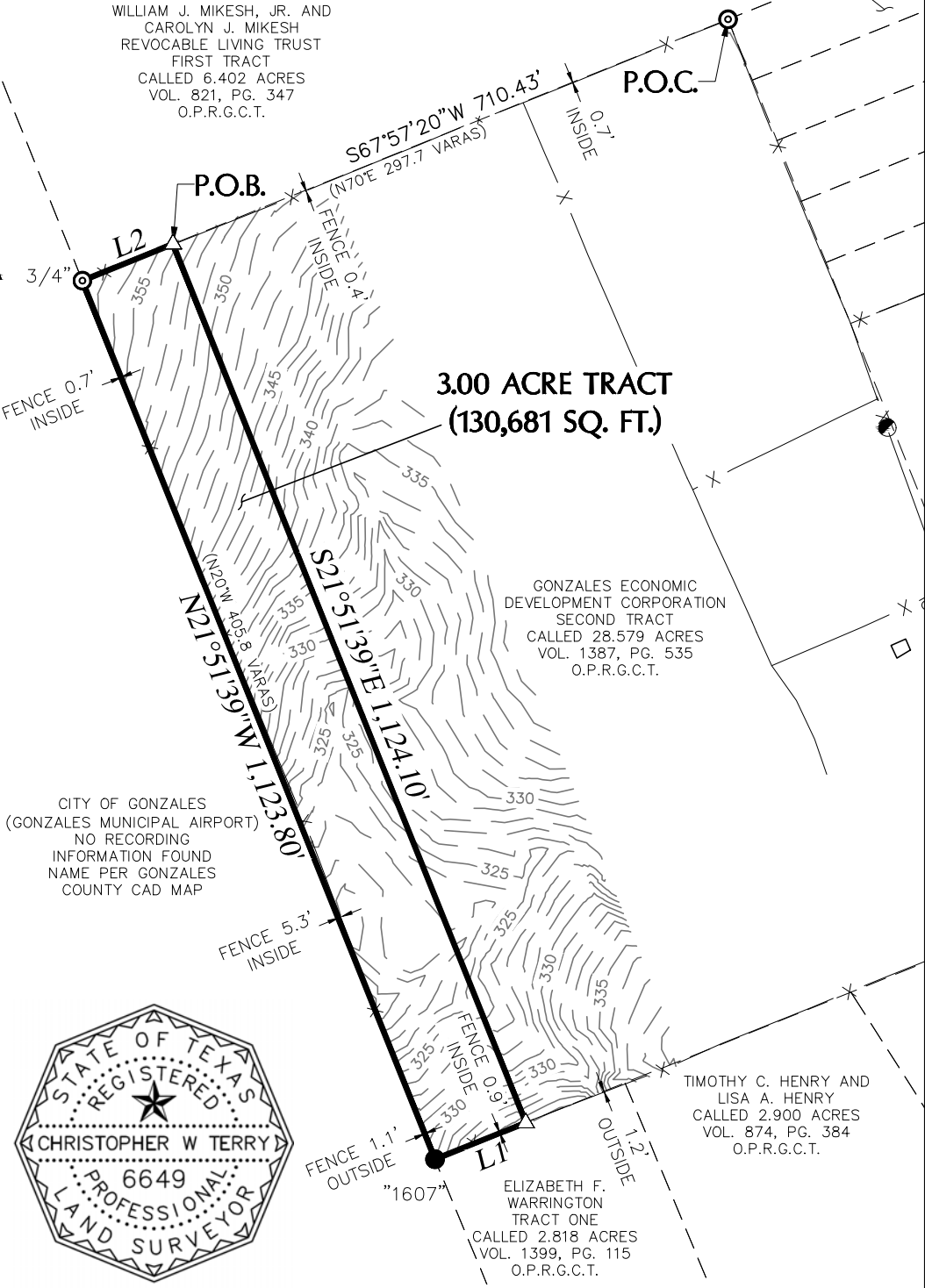
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°06'15"W	116.27'
L2	N67°57'20"E	116.27'

- SURVEY NOTES:**
1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010).
 2. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES. US SURVEY FEET.
 3. RECORD INFORMATION SHOWN HEREON IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
 4. FIELD SURVEYING WAS PERFORMED MARCH 10, 2022.
 5. AN EASEMENT DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EASEMENT PLAT.

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

Christopher W. Terry 08/25/2023 DATE

CHRISTOPHER W. TERRY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM



**3.00-ACRE TRACT
(130,681 SQUARE FEET)**

**CITY OF GONZALES,
GONZALES, COUNTY, TEXAS**



DOUCET

Civil Engineering // Entitlements // Geospatial
 7401 B. Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 TBPE Firm Number: 3937
 TBPELS Firm Number: 10194551

Date: 08/25/2023
Scale: 1" = 200'
Drawn by: JRT
Reviewer: CWT
Project: 1179-009
Sheet: 3 OF 3
Field Book: 548
Party Chief: JSM
Survey Date: 3/10/2022

AFTER RECORDING, RETURN TO:

Ms. Susan Sankey, Executive Director
Gonzales Economic Development Corporation
820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629-0547

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

SPECIAL WARRANTY DEED

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GONZALES §**

The **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by **CITY OF GONZALES, TEXAS**, a Texas home-rule municipality, of 820 St. Joseph Street, Gonzales, Texas 78629-0547 ("**Grantee**"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, certain real property in Gonzales County, Texas, being more particularly described in *Exhibit A* attached hereto and made a part hereof for all purposes, (the "**Land**"), TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests located thereon or in anywise appertaining thereto (said Land and all rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests being hereinafter referred to as the ("**Property**").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS AND TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Land and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Land, but not including any right or interest in or to any contiguous or abutting lands owned by Grantor or its assigns.

This conveyance is made and accepted subject to the matters of record as of the date hereof. Grantor conveys the Property "As Is" without further representation.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise.

EXECUTED as of this ____ day of _____, 2025.

GRANTOR:

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

By: _____

Ryan Lee, President

Date Signed: _____

STATE OF TEXAS

§

COUNTY OF GONZALES

§

§

This instrument was acknowledged before me on _____, 2025, by Ryan Lee, President of the Gonzales Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

My commission expires:

Exhibit A

Legal Description and/or Depiction of the Property



DOUCET

GEDC Harwood Road
Gonzales County, Texas

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

“Exhibit “-----”

D&A Job No. 1179-009
August 25, 2023

METES & BOUNDS DESCRIPTION

BEING A 3.000-ACRE [130,681 SQUARE FEET] TRACT OUT OF THE TOWN OF GONZALES SURVEY, ABSTRACT NUMBER 25, GONZALES COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 28.579-ACRE TRACT (SECOND TRACT), DESCRIBED TO THE GONZALES ECONOMIC DEVELOPMENT CORPORATION, AS RECORDED IN VOLUME 1387, PAGE 535 OF THE OFFICIAL PUBLIC RECORDS OF GONZLAES COUNTY, TEXAS [O.P.R.G.C.T.], SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron pipe found for the most northerly corner of said 28.579-acre tract, same being the west corner of a tract owned by Bette Marie Ayala, having no recording information on Gonzales County Appraisal District, also being on the south line of a called 6.402-acre tract (First Tract), recorded in Volume 821, Page 347 [O.P.R.G.C.T.];

THENCE S67°57'20"W, with the common line of said 28.579-acre tract and said 6.402-acre tract, a distance of 710.43 feet to a calculated point for the north corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S21°51'39"E, a distance of 1,124.10 feet to a calculated point on the south line of said 28.579-acre tract, same being the north line of a called 2.818-acre tract (Tract One), as recorded in Volume 1399, Page 115 [O.P.R.G.C.T.], for the southeast corner of the tract described herein;

THENCE S68°06'15"W, a distance of 116.27 feet to a 1/2-inch iron rod with cap stamped "1607" found for the southwest corner of said 28.579-acre tract, for the northwest corner of said 2.818-acre tract, same point being in the east line of a tract owned by the City of Gonzales, with no recording information on Gonzales County Appraisal District, Gonzales Municipal Airport, for the southwest corner of the tract described herein;

THENCE N21°51'39"W, with the common line of said 28.579-acre tract and said Gonzales Municipal Airport, a distance of 1,123.80 feet to a 3/4-inch iron pipe found for the northwest corner of said 28.579-acre tract, same being the southwest corner of said 6.402-acre tract and for the northwest corner of the tract described herein;

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(CONTINUES ON NEXT PAGE)



7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

“Exhibit “-----”

Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values. Measurements are in U.S. Survey Feet.

Record information shown hereon is based on a public records search by the surveyor. This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

Field surveying was performed March 10, 2022.

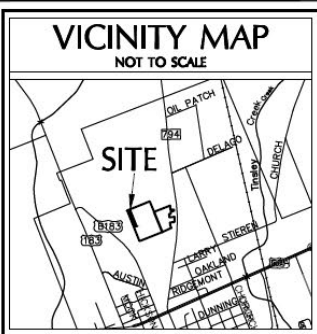
I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this easement description and accompanying plat of even date represent an actual survey performed on the ground.

08/25/2023

Date

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
CTerry@DoucetEngineers.com
TBPELS Firm Registration No. 10194551





TOWN OF GONZALES SURVEY
ABSTRACT NO. 25

LEGEND

- SUBJECT TRACT
- - - ADJOINER PROPERTY LINE
- 1/2" IRON ROD WITH DOUCET™ CAP SET
- 1/2" IRON ROD FOUND [UNLESS NOTED]
- ⊙ 1/2" IRON PIPE FOUND [UNLESS NOTED]
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- VOL., PG. VOLUME, PAGE
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GONZALES COUNTY, TEXAS

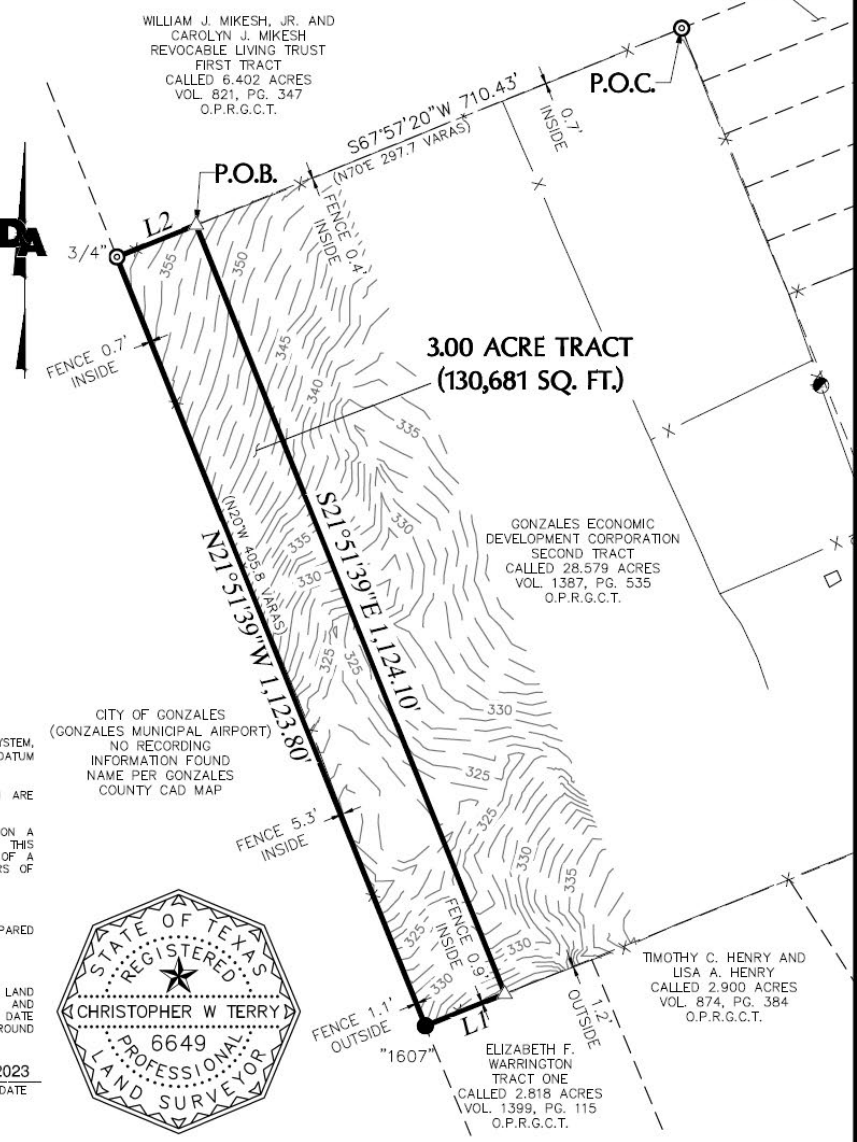
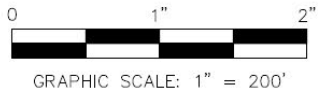
LINE TABLE

LINE	BEARING	DISTANCE
L1	S68°06'15"W	116.27'
L2	N67°57'20"E	116.27'

- SURVEY NOTES:**
1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010).
 2. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES, US SURVEY FEET.
 3. RECORD INFORMATION SHOWN HEREON IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
 4. FIELD SURVEYING WAS PERFORMED MARCH 10, 2022.
 5. AN EASEMENT DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EASEMENT PLAT.

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

Christopher W. Terry 08/25/2023 DATE
CHRISTOPHER W. TERRY REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM



**3.00-ACRE TRACT
(130,681 SQUARE FEET)**

CITY OF GONZALES,
GONZALES, COUNTY, TEXAS

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10194551

Date:	08/25/2023
Scale:	1" = 200'
Drawn by:	JRT
Reviewer:	CWT
Project:	1179-009
Sheet:	3 OF 3
Field Book:	548
Party Chief:	JSM
Survey Date:	3/10/2022

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COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-4 Authorizing the Mayor to Execute an Agreement with Gonzales County Emergency Services District No. 2. For Fire Services

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

After reviewing the Municipal Fire Department Service Provider Agreement, City Staff is requesting the City Council approve the Agreement attached on behalf of the City with the Gonzales County Emergency Services No. 2 for fire service throughout the County. Fire Services are defined within the agreement as:

Fire Protection and Suppression;
Fire Prevention;
Hazardous Materials response to the level currently trained;
First Responder Emergency Medical Services;
Emergency Rescue; and,
Other assistance to the public as necessary.

The Service Provider has the authority to request other agencies to provide mutual aid or other assistance in providing the services listed above through mutual aid or automatic aid agreements, state law, or on a call-by-call basis. Any such agreements shall be provided to the District for approval prior to execution.

POLICY CONSIDERATIONS:

As per the Texas Health & Safety Code Section 775, and agreement should be established between the entities for funding to be received.

FISCAL IMPACT:

The dollar amount fluctuates annually, however, this agreement establishes that a percentage of the collected ESD taxes will be provided to the City for providing fire services. Payments will be made as determined by the District, subject to availability of funds.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution

RESOLUTION NO. 2025-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE AGREEMENT WITH GONZALES COUNTY EMERGENCY SERVICES DISTRICT NO. 2 FOR FIRE SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City’s commitment is to provide protection of life and property from fire, hazardous materials incidents, accidents, disasters, and other emergencies, and for the conservation of natural resources; and

WHEREAS, the City is responsible for the provision of emergency services in its territorial limits, and may do so either directly or through contracts with third parties with adequate controls to ensure the public good; and

WHEREAS, the Service Provider has available personnel and equipment to provide fire protection and suppression services, hazardous materials, emergency rescue services, and emergency medical first responder services; and

WHEREAS, the City of Gonzales finds entering into an agreement with the ESD #2 for fire service would be 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 OF GONZALES, GONZALES COUNTY TEXAS:

Section 1. The City Council of the City of Gonzales hereby authorizes the Mayor to execute an agreement with the Gonzales County Emergency Services District No. 2 for Fire Service as attached 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 16th day of January, 2025.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

STATE OF TEXAS §
 §
COUNTY OF GONZALES §

GONZALES COUNTY EMERGENCY SERVICES DISTRICT NO. 2
MUNICIPAL FIRE DEPARTMENT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN GONZALES COUNTY EMERGENCY SERVICES DISTRICT NO. 2 (HEREINAFTER REFERRED TO AS THE “DISTRICT”) ACTING THROUGH THE DISTRICT’S BOARD OF EMERGENCY SERVICES COMMISSIONERS AND THE CITY OF GONZALES, TEXAS, (HEREINAFTER REFERRED TO AS THE “SERVICE PROVIDER”) ACTING THROUGH THE SERVICE PROVIDER’S DULY ELECTED GOVERNING BODY.

The mailing address for the District is PO Box 1821, Gonzales, Texas 78629. The mailing address for the Service Provider is PO Box 547, Gonzales, Texas 78629. If either party’s address changes, that party shall notify the other in writing within 10 days following the change in address.

Whereas, the District’s commitment is to provide protection of life and property from fire, hazardous materials incidents, accidents, disasters, and other emergencies, and for the conservation of natural resources; and

Whereas, the District is responsible for the provision of emergency services in its territorial limits, and may do so either directly or through contracts with third parties with adequate controls to ensure the public good; and

Whereas, the Service Provider has available personnel and equipment to provide fire protection and suppression services, hazardous materials, emergency rescue services, and emergency medical first responder services.

NOW, THEREFORE, BE IT RESOLVED THAT the parties hereto agree as follows:

1. CONSIDERATION

1.1 In consideration for the District fund and/or equipment to be appropriated for the use of the Service Provider under the District’s budget and the terms of this Agreement, the Service Provider will provide the following services (collectively referred to below as “Fire Services”) within the District’s legal boundaries on a 24-hour basis:

- Fire Protection and Suppression;
- Fire Prevention;
- Hazardous Materials response to the level currently trained;
- First Responder Emergency Medical Services;
- Emergency Rescue; and,
- Other assistance to the public as necessary.

1.2 The Service Provider may provide, at the District's discretion, Emergency Medical First Responder Services, and such services are as backup and support to the Emergency Medical Services Provider of Gonzales County, Texas, or other appropriate entity, and the Service Provider shall operate its First Responder Emergency Medical Services in accordance with the medical and other protocols provided by the appropriate medical director and/or other appropriate agency or entity under the District's supervision. Any Service Provider providing such services shall be qualified and designated as a First Responder Organization as provided for by applicable statute, law, rule, or regulation, have entered into appropriate agreements to provide such services, and shall have appropriate insurance for the provision of such services.

1.3 The Service Provider shall provide Fire Services and other services in the District in conjunction with any other contracted Service Provider of the District. The Service Provider has the authority to request other agencies to provide mutual aid or other assistance in providing the services listed above through mutual aid or automatic aid agreements, state law, or on a call-by-call basis. Any such agreements shall be provided to the District for approval prior to execution.

2. TERMS

2.1 In consideration for the terms of this Agreement, the District, being a duly created political subdivision of the State of Texas located in Gonzales County, Texas, agrees to provide the Service Provider with District funds, as available and as approved and appropriated by the District's Commissioners, from the District's tax revenues or from other sources legally available to the District. The amount and method of appropriation of these funds will be approved by the District's Commissioners for the life of this contract, prior to the close of the fiscal year preceding the term for which the appropriations are made. Title to funds so disbursed shall remain in the District at all times. No funds provided by the District may be used by the Service Provider for legal representation, costs, or expenses of any kind or nature whatsoever of the Service Provider for issues or disputes related to or arising from this Agreement or otherwise, without the previous written permission of the District. Any District funds appropriated to the Service Provider by the District for any budget period that are not expended at the end of the budget period shall be returned in full to the District within 30 days of the end of that budget period for appropriation in the next budget cycle of the District. The Service Provider agrees and shall maintain all District funds in a separate account from all other accounts of the Service Provider at all times, and the District may suspend or withhold any appropriations hereunder if the Service Provider is in breach of this Agreement or any provision thereof.

2.2 The funds for the term of this Contract shall be made available to the Service Provider upon request to the District and with supporting justification complying with the approved budget process of the District beginning in October, and the next three, or any other payments hereunder shall be in an amount determined by the District. When appropriating funds for use by the Service Provider, the District will consider the citizens' needs for the services provided by the Service Provider, other sources of such services, the Service Provider's annual budget and request for funds, reports by the Service Provider of how previous District funds have been spent, the tax revenues received from the area served by the Service Provider, the results of

the previous year's financial audit/financial review, and past compliance by the Service Provider with the terms of agreements between the Service Provider and the District, and any other issue deemed relevant by the District. Any appropriation by the District shall be subject to the District's right of non-appropriation and shall be from current revenues of the District.

2.3 Nothing in this Agreement shall obligate the District to appropriate to the Service Provider the full amount of funds, or any funds, requested by the Service Provider.

3. PAYMENTS

3.1 The funds appropriated for the Service Provider shall be transferred to the Service Provider upon request to the District and with supporting justification complying with the approved budget of the District. If the tax revenues collected and other funds held by the District are not sufficient to cover all of the District's obligations under this and similar agreements with other entities providing emergency services to the District, the parties agree that the District shall transfer to the Service Provider a lesser amount to be determined by the District's Commissioners after considering the amount of funds available, the District's obligations under this and similar agreements, and the District's financial obligations under applicable local, state, and federal law and administrative regulations, and any other issue deemed relevant by the District. Title to funds so disbursed shall remain in the District, and any funds provided to the Service Provider by the District for any budget period that are not expended at the end of the budget period shall be returned in full to the District within 30 days of the end of that budget period. Payments will be made as determined by the District, subject to availability of funds. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be expended by either party shall be from current revenues.

3.2 The payment of money by the District under any provision hereof is contingent upon the availability of funds appropriated by the Board of Emergency Services Commissioners of the District to cover the provisions hereof. The District may suspend payment of any funds hereunder if the Service Provider is in violation or breach of any of the terms and provisions set forth herein. Neither the District nor its officials, officers, employees, agents, attorneys, or other individuals acting on behalf of District, make any representations or warranty as to whether any appropriation will, from time to time during the term of this Agreement, be made by the District. In the event District funds for this Agreement become unavailable due to non-appropriation, the District shall have the right to terminate this Agreement without penalty.

3.3 If the Service Provider is not in compliance with the requirements of the District or this Agreement, the Service Provider shall forfeit any payments due to it hereunder, as determined by the District.

4. REPORTING REQUIREMENTS

4.1 The Service Provider agrees to submit to the District monthly financial reports, showing revenue and expenditures, run reports, monthly activity reports, or any other reports or information that may be required by the District from time-to-time. Each of these reports shall be delivered to the District by midnight of the 10th day of each month before the District's next

regular meeting immediately following the month in which the report applies, or as otherwise decided by the District. The format of these reports will be determined solely by the District. The District shall withhold one month of appropriated funds, which shall be forever forfeited by the Service Provider, if the Service Provider does not comply with this provision or any other provision of this Agreement.

4.2 The parties agree that the Service Provider shall submit to the District an annual inventory and an annual budget and appropriation request showing all estimated sources of revenue and all estimated expenses, and the format for these reports will be determined solely by the District. The annual inventory and budget and appropriation request shall be submitted no later than the first regular meeting of the District's Board of Emergency Services Commissioners ("Board") in June immediately prior to the fiscal year for which the Service Provider is seeking funds. The annual inventory shall contain a listing of all real and personal property of the Service Provider with a replacement value of \$300.00 or more. The District's fiscal year runs from October 1 through September 30. The District's Commissioners shall not consider an appropriation of funds to the Service Provider until the annual budget request and annual inventory are submitted to the District.

4.3 The Service Provider shall comply with and maintain compliance with all licensing, training, fiscal, and other requirements imposed on the Service Provider by this Agreement, and local, state, and federal law or administrative regulations applicable to the Service Provider. The Service Provider shall be in compliance with the National Incident Management System, the Texas Forest Service reporting system, and any other state, local, or federal law or administrative regulations that may from time-to-time be applicable to the Service Provider or the District.

4.4 The parties agree that the Service Provider shall submit to an annual audit or financial review by an independent auditor selected by the District, unannounced inspections of all records, property, or equipment, and any other requirement reasonably imposed by the District, or local, state, federal law, or administrative regulations. The District shall pay for the audit or financial review. The Service Provider shall promptly provide any and all financial, operational, or other information requested by the District for this audit or otherwise, and shall strictly comply with all applicable statutes, laws, rules, or regulations applicable to the Service Provider, including, but not limited to, the Texas Public Information Act, as amended from time-to-time.

4.5 Any report filed with or presented to the District by the Service Provider that is false or misleading in any way will result in, in addition to any other remedy the District may have hereunder or otherwise, the loss of funds for any periodic payment to be made by the District to the Service Provider, and subject the Service Provider and any individual who presents or files same to further appropriate legal action.

4.6 The District may suspend payments hereunder or withhold payments as appropriate for any violation of any provision of this Agreement.

5. MUTUAL AID

5.1 The parties agree that at the time of the execution of this Agreement, the Service Provider shall enter into a Mutual Aid Agreement with all other contracted service providers in the District of the services set forth in paragraph 1. These other emergency service providers shall include volunteer fire departments and other entities that provide similar services to the District. The Mutual Aid Agreement shall include, at a minimum, the following provisions:

5.1.1 A complete and detailed description of the types of services to be provided by each of the parties.

5.1.2 Protocols for determining which entity will respond to a given type of emergency call and when a contracting party may or will respond to calls emanating from an area outside its service area.

5.2 In accordance with this Agreement, the Service Provider agrees to provide, as appropriate, emergency medical first responder services to the District in accordance with District Policies and the Gonzales County First Responder Program. The Service Provider understands and agrees that it is an independent contractor to the District.

6. STATEMENT OF PARTICULARS

6.1 The Service Provider agrees to use the funds appropriated by the District to provide services set forth in paragraph 1, maintain its physical facilities, educate its members, repair and maintain equipment, pay operating expenses, and purchase supplies necessary to provide fire services within the Service Provider's area of responsibility under this Agreement. It is understood and agreed that for the provision of fire services by the Service Provider, the Service Provider's area of responsibility will be as shown on the attached map, attached hereto, and incorporated herein as Exhibit A. The Service Provider shall strictly comply with any joint or cooperative purchasing resolutions or orders of the Board as to property paid for with District funds in whole or in part, and shall not obtain, purchase, or otherwise accept any real or personal property or services, or grant, sell, convey, donate, or otherwise dispose of any ESD property, in whole or in part, without the prior approval of the Board.

6.2 Pursuant to Section 775.073(d), Texas Health & Safety Code, this Agreement, and other applicable law, all real or personal property purchased by the Service Provider with District funds may be assigned to the Service Provider and/or titled in the Service Provider's name, but shall remain the sole property of the District, regardless of how titled. Any such real or personal property will be immediately transferred to the District in the event of dissolution of the Service Provider or termination of this contract. It is understood and agreed that all personal or real property purchased, leased, or otherwise obtained by the Service Provider with District funds shall be and remain the sole property of the District, for use by the Service Provider, regardless of how encumbered, nominally owned, or otherwise titled. The Service Provider, for so long as this Agreement remains in effect, shall be authorized to use any real or personal property of the District as assigned in the provision of Fire Services hereunder, but this license shall immediately expire upon the termination of this Agreement for any reason, and the Service Provider shall immediately return possession to all real or personal property of the District as

provided for herein. This license is at the sole discretion of the District, and may be terminated at any time by the District. The Service Provider shall be solely responsible for all insurance and/or expenses related to the possession, use, or operation of any such real or personal property, and may request any necessary funds and account for same in its annual budget requests to the District. Pursuant to Section 775.073(d), Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the District to the Service Provider are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the Service Provider, unless otherwise agreed to by the parties hereto in writing, shall not use any District Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the Service Provider shall remain the sole property of the Service Provider unless District funds are used to purchase, lease, or otherwise acquire real or personal property.

6.3 If any funds provided to the Service Provider by the District are used in a manner other than that specified in this Agreement or as approved by the Board, or in contravention of applicable local, state, or federal law, or applicable administrative regulations, in addition to the rights the District has to terminate or suspend any additional funds being distributed to the Service Provider, the Service Provider shall immediately reimburse the District for the amount of the funds improperly used. Funds provided to the Service Provider by the District shall not be used for expenses incurred while providing Fire Services outside the boundaries of the District, except while in response to a mutual aid request from any other Fire or EMS provider or as defined in the applicable mutual aid agreements presented to and approved by the District.

6.4 All audit/financial review documents will be available to the auditor of the District's choice within 60 days of the last day of the Service Provider's fiscal year for which the audit is to be conducted.

6.5 The Service Provider shall implement policies and procedures, promulgated by the District or otherwise, to ensure that individuals performing services under this Agreement behave in a lawful, safe, courteous, professional and respectful manner to the public it serves and with all other individuals or entities involved in rendering assistance under this Agreement. The Service Provider recognizes that the forms of service being provided under this Agreement involve highly dangerous and life-threatening situations and that cooperative and unified action by the individuals or entities providing services under this Agreement is imperative. The Service Provider will act promptly to impose the necessary discipline to ensure that individual members of the Service Provider providing services under this Agreement consistently comply with the standard of conduct imposed by this section of the Agreement. Nothing in this section or this Agreement changes or modifies the Service Provider's status as an independent contractor to the District.

6.6 Service Provider agrees to amend its By-Laws and other applicable documents and procedures to ensure that all current and future applicants for membership with Service Provider shall consent to a background check consisting of a minimum of criminal history, 5-year driving record, sexual offender, and social security number verification before they are accepted as members of the Service Provider. Service Provider also agrees to implement policies and procedures to preclude or restrict membership in Service Provider of individuals

with unsafe driving records or criminal histories which may affect the perception of the Service Provider or the District or otherwise endanger the life, health, safety, or property of residents or visitors in the District. The Service Provider shall not have any volunteers that do not live within 3 road miles of or work in the Service Provider's service area as assigned from time-to-time by the District. However, a volunteer not meeting this requirement may be approved to live further away by the governing body of the Service Provider and an authorized representative of the District. No volunteer may be an officer or member of the governing body of one District Service Provider and an officer or member of the governing body of another District Service Provider.

6.7 To the extent permitted by law, Service Provider agrees maintain its existence and to ensure that it remains qualified as an emergency services organization and/or governmental unit as may be required by law.

6.8 The Service Provider understands and agrees that the District requires that the policies and procedures (hereafter "Standard Operating Guidelines") required herein, will be provided to each and every paid employee and volunteer member of any category upon the commencement of the member's participation with the Service Provider. The Service Provider shall prepare and utilize Standard Operating Guidelines for use by all members of the Service Provider, whether paid or volunteer. The Standard Operating Guidelines shall contain not only that information required above, but also the general policies of the Service Provider outlining the proper procedures and policies for the services provided to the District by the Service Provider under this Agreement.

6.9 While the District recognizes the Service Provider and its individual members have the right to participate in an appropriate manner in any political activity, the District requests the Service Provider and its members to refrain from any campaign or other political activity by its members when they are working, volunteering, or otherwise providing services under this Agreement. As each resident of the District has a right to his or her own political decisions and opinions, the Service Provider, as a non-profit corporation under the laws of the State of Texas and a tax exempt organization under the applicable provisions of the Internal Revenue Code of 1986, agrees voluntarily not to campaign, support, or promote any candidate for public office during the duration of this Agreement. If a member of the Service Provider's organization desires to publicly endorse a candidate verbally or in writing, he or she agrees to do so as an individual and not use the organization's title or position in any endorsement. This provision is not inserted herein to prevent or infringe on any individual's or organization's rights of free speech, but rather as a reasonable and necessary compromise and agreement between the District and the Service Provider to behave in a courteous, professional and respectful manner to the residents of the District and the general public.

6.10 It is recognized that the Service Provider has other sources of income and nothing in this Agreement limits how the Service Provider can utilize these other funds. All disbursement of these funds must be accounted for as a separate item from the District funds and reported in the Monthly Budget Report and Annual Budget Estimate and Request for Funds from the District.

6.11 The Service Provider shall retain all rights in accordance with the Gonzales County First Responder Program as set forth by the appropriate authority. The Service Provider shall also retain the right to summon rescue, extrication, or other emergency or non-emergency services in accordance with other mutual aid or other agreements with other entities outside the territorial limits of the District.

6.12 The Treasurer for the Board of Directors of the Service Provider and all other persons having access to the funds of the Service Provider shall be bonded or insured for at least an amount sufficient to cover one year's funding from the District and proof of this bond or insurance coverage will be submitted to the District.

6.13 The parties to this Agreement affirm that the District and the Service Provider are separate entities and as such, the Service Provider is responsible for its actions as an emergency services organization, governmental unit, or political subdivision of the State of Texas, and the District is responsible for its actions as a political subdivision of the State of Texas. Neither party shall be responsible for the actions of the other in case of any liability for damages or other relief. Neither the Service Provider, its agents, nor any other person operating under this Agreement, shall be deemed to be an agent or employee of the District and the District shall not be liable for negligence, acts or omissions, tortious or other conduct of any such person. The Service Provider is an independent contractor to the District.

6.14 The Service Provider further agrees to maintain appropriate insurance upon its real and personal property, including vehicles, whether leased, owned, or otherwise utilized by the Service Provider herein, and those of its members used in the provision of Fire Services, to cover minimum liability of the Service Provider under the Texas Tort Claims Act as it now exists and as it may be amended from time to time. The Service Provider will require its members to maintain the minimum level of financial responsibility as required by state law. In the event that liability insurance on real or personal property other than vehicles is required by the Texas Tort Claims Act, the Service Provider agrees to maintain the minimum amount required under the Texas Tort Claims Act. Proof of such insurance required under this paragraph shall be submitted to the District at the time the policies are renewed. Any insurance obtained by the Service Provider hereunder shall name the District as a loss payee.

6.15 The Service Provider also agrees to provide liability, management liability and other applicable insurance for its activities and operations hereunder, and, if requested by the District to obtain such insurance for the benefit of the District. The Service Provider also agrees to name the District as the loss payee for any real or personal property purchased by the Service Provider with District funds or as approved in any budgets presented to the District by the Service Provider. In addition to any other insurance required to be obtained by the Service Provider herein, the Service Provider shall maintain the following policies of insurance:

6.15.1 Workers Compensation for all paid employees and volunteer members;

6.15.2 Commercial General Liability Insurance providing limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate;

6.15.3 Commercial Auto Liability Insurance providing limits of not less than \$1,000,000.00 per occurrence;

6.15.4 Management Liability (Errors & Omissions) Insurance providing not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate;

6.15.5 Blanket Commercial Bond in an amount agreed to by the District;

6.15.6 Any property (stations, contents, portable equipment) purchased with District funds will be insured for full replacement cost; and,

6.15.7 Any emergency apparatus purchased with District funds will be insured for an "Agreed Value" in an amount agreed to by the District, and any other vehicle may be insured for "Actual Cash Value" or "Agreed Value," as determined by the Service Provider.

The District shall be named as an additional insured/loss payee, as the District's interest may be on all such insurance policies. Copies of all insurance policies or certificates of insurance evidencing such policies shall be made available to the District within 10 days of receipt by the Service Provider.

7. PERFORMANCE STATEMENT

Service Provider shall:

7.1 Join and participate in the State Firemen's and Fire Marshals' Association of Texas (SFFMA) or, if fire personnel are certified by the Texas Commission on Fire Protection (TCFP), the Texas Commission on Fire Protection, and conduct all training in accordance with SFFMA or TCFP policies and criteria, as appropriate.

7.2 Assure all fire prevention, firefighting, and other personnel providing emergency services hereunder, including, but not limited to, emergency medical services personnel, are appropriately trained and certified for the levels of service provided, and any such personnel responding to any emergency or non-emergency response provided for hereunder shall have and wear as appropriate all personal protective equipment required for the type of emergency, such as structural or wildland personal protective equipment.

7.3 Assure, to the extent reasonably possible for a volunteer organization, that qualified personnel are available to respond to each emergency call on which the Service Provider is dispatched.

7.4 Provide adequately equipped and operational emergency vehicles, equipment, and personnel to respond to each emergency call that requires a Code 3 (emergency lights and sirens response) with the goal of an average response time for an emergency vehicle owned or used by the Service Provider of not more than 15 minutes, and such average response times shall be measured from the time of initial dispatch until the first appropriate unit marks arrival on scene.

The average response time is calculated over a period of one month by dividing the sum of incident response times by the total number of incidents.

7.5 Provide educational programs for any schools in the Service Provider's service area, and fire prevention workshops for the general public as requested.

7.6 Provide for training of its members at an approved or qualified school or under approved training curricula.

7.7 Submit at least one (1) F.E.M.A., Fire Act, or similar grant application or one (1) Texas Forest Service grant application each fiscal year as approved by the District.

7.8 Prepare and promptly submit such financial, administrative, or other reports or information as required by the District or its representatives in its sole discretion and without objection by the Service Provider. All reports shall be provided in the format prescribed by the District.

7.9 Consist of at least 6 members with a minimum of 4 personnel trained to operate the vehicles and equipment utilized by the Service Provider in the provision of Fire Services hereunder.

17.10 Conduct at least 1 training drill per month of at least 2 hours in duration for a combined total of 6 training hours per quarter. At least 6 members of the Service provider must be present at such training to receive credit for the training required hereunder. All training drills shall be taught or supervised by a qualified training instructor or coordinator, and business meetings of the Service Provider do not meet the requirements set forth herein for training drills.

17.11 Maintain permanent records of all training drills, including attendees, subject and duration.

17.12 Maintain a permanent record of yearly pump tests for all applicable apparatus.

17.13 Maintain a permanent record of all yearly hose testing in accordance with NFPA.

17.14 Operate under the National Incident Management System.

17.15 Require the a member of the governing body or Fire Chief of the Service Provider to attend the District's monthly Regular Meeting.

8. DISSOLUTION OR TERMINATION

Although equipment purchased with funds from the District may be used by the Service Provider and/or titled in the Service Provider's name, for the consideration mentioned above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed for all purposes by the Service Provider, and regardless of any language to the contrary herein, the Service Provider agrees to immediately transfer to the District all assets of

the District, whether real or personal, tangible or intangible, upon the dissolution of the Service Provider, or the termination of this Agreement purchased with District Funds. The Service Provider shall amend its applicable documents or instruments to allow for the execution of this section and the agreements contained herein. This provision shall survive the termination of this Agreement, and the District shall be entitled to all attorney's fees, costs, and expenses related to the enforcement of this provision against the Service Provider, whether outside litigation, and whether at law or in equity. Title to funds disbursed to the Service Provider by the District shall remain in the District and to any real or personal property purchased therewith. The Service Provider hereby grants and designates the District and its officers or representatives as its attorney-in-fact to execute any documents or take any actions necessary to provide for the execution of this section. This is a right coupled with an interest, and is irrevocable. This section shall survive termination of this Agreement.

9. INDEMNIFICATION

8.1 The Service Provider shall indemnify to the fullest extent permitted by law and hold the District, as well as its commissioners, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the Service Provider or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Agreement, except where the District is concurrently negligent or has committed concurrent intentional acts or omissions.

8.2 The District shall indemnify to the fullest extent permitted by law and hold the Service Provider, as well as its governing body, officials, agents, volunteers; and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the District or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the Service Provider is concurrently negligent or has committed concurrent intentional acts or omissions.

8.3 It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation.

8.4 In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries or

death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. It is agreed between the parties that any out-of-pocket deductible paid by the Service Provider as a result of claims related to the provision of the Fire and EMS Services hereunder shall be borne equally between the Service Provider and the District. The Service Provider may pay any such deductibles and invoice the District for same, which invoice shall be due within thirty (30) days after receipt by the District. The parties agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

10. BREACH AND TERMINATION

10.1 In the event that the District believes the Service Provider has violated any of the terms of this Agreement, the District may notify the Service Provider of the alleged violation in writing. The Service Provider shall, within thirty (30) days following the date of notice, correct the deficiency and provide the District with written confirmation that the deficiency has been corrected. If the Service Provider contends that the alleged violation has not occurred or that any act or omission does not constitute a violation, it shall provide a written objection to the District of its contention within ten (10) calendar days following the date of the notice of violation. The parties then shall attempt to resolve their differences informally. If the parties cannot reach an agreement within thirty (30) days following the Service Provider's notice of objection, the parties will submit the matter either to mediation, or if both parties agree, to binding arbitration. If arbitration is selected, the matter shall be submitted to an arbitrator with membership in the American Arbitration Association. If mediation is selected, the mediator selected will be by agreement of the parties, or if the parties cannot agree on a mediator, the Gonzales County Judge shall select the mediator.

10.2 Notwithstanding any other provision of this Agreement, the District may terminate this Agreement for any reason by providing the Service Provider a ninety (90) day written notice of termination, unless the Service Provider is in violation of any provision of this Agreement and the District desires to terminate this Agreement for cause or this Agreement has not been renewed and is under the month-to-month term as set forth in Section 11.4, in which event the Agreement may be terminated on a thirty (30) day notice from the District to the Service Provider.

11. MISCELLANEOUS PROVISIONS:

11.1 This Agreement is executed in Gonzales County, Texas, and venue over any action relating to any provision of this Agreement shall be exclusively in Gonzales County, Texas. This Agreement shall be governed by the laws of the State of Texas.

11.2 In any action brought to enforce any provision of this Agreement, the District may recover from the Service Provider its attorney's fees, costs, and expenses. This section shall survive the termination of this Agreement.

11.3 The individuals executing this Agreement warrant that they are authorized to enter into this Agreement on behalf of the respective entities that they represent and to bind those entities to the provisions of this Agreement.

11.4 This Agreement shall become effective as of the date noted below and shall remain in full force and effect from the date of execution through September 30, 2025. In the event that this Agreement is not renewed at the end of its term as stated herein, this Agreement shall remain in full force and effect after such expiration of this Agreement and shall be automatically renewed thereafter on a month-to-month basis until a new agreement is reached between the District and the Service Provider or the Agreement is otherwise terminated by either party hereto. A party desiring to terminate this Agreement will give a ninety (90) day written notice to the other party, unless one of the parties is in violation of any provisions of this Agreement and the party desiring to terminate this Agreement desires to terminate for cause, in which event the Agreement may be terminated upon a thirty (30) day written notice. If this Agreement has become a month-to-month agreement as set forth above, this Agreement may be terminated upon thirty (30) days written notice. Any written notice required herein shall be mailed to the other party's last known mailing address via U.S. certified mail, postage prepaid and return receipt requested; and the date of receipt shall be deemed the date of the postmark. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party, and this Agreement is authorized by the governing body of each party to this Agreement.

11.5 This Agreement contains the entire agreement between the parties and all prior negotiations, statements, representations, or agreements are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both parties.

11.6 The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

11.7 In the event that any one or more of the provisions contained in the Agreement shall be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist.

11.8 Any rights or obligations that the Service Provider may have under this Agreement may not be assigned without the express written permission of the District.

11.9 Pursuant to § 775.040, *et seq.*, Texas Health & Safety Code, the District and the Service Provider are specifically authorized to charge a reasonable fee for emergency services performed for or on behalf of a person or entity, including a fee for responding to a false alarm or for a fire code inspection, and such fees may be collected as set forth therein, either by the District or the Service Provider, and at the rates and under the conditions as may be agreed to from time-to-time by the parties hereto. It is agreed for the purposes of this Section that any funds received by the Service Provider or otherwise under this Section shall be and remain the property of the District for use as the District determines in its annual budget process, and, to the extent permitted by law, it is the current intent of the District to utilize these funds, if any, for the acquisition of capital items or appropriation to the District's contingency funds.

11.10 The Service Provider understands and agrees that the District has the sole discretion and authority to determine the emergency services organizations or governmental units that provide emergency services in the District, or that the District may provide such emergency services itself, and the District reserves the right to retain volunteers or employ employees to provide or coordinate on behalf of the District emergency services in the District.

11.11 All titles, categories, and/or ranks of personnel of the Service Provider and the District are recognized as they exist at the time of the execution of this Agreement and such chain of command or other structural or organizational outlines may be followed during the term of this Agreement. It is understood and agreed that personnel titles, categories, and/or ranks should be followed by the personnel acting for the Service Provider or the District regardless of whether that individual is paid or volunteer.

11.12 The District's Board of Emergency Services Commissioners, chief, administrator, or other designee shall have the sole authority as to the coordination or provision of the emergency services provided for under this Agreement, which the Service Provider herein recognizes. The District retains the sole discretion to amend, change, or reorganize said command or organizational structure, or the method or manner of providing emergency services in the District, as necessary during the term of this Agreement. The Service Provider further agrees to provide the District's representatives the same reports as may be required herein. The Service Provider further agrees that the District or its designated representative may request special reports requiring timely response from the Service Provider.

11.13 This authority provided for herein does not change the independent contractor status of the Service Provider, and by entering into this Agreement, neither party hereto waives, and shall not be deemed to waive, any immunity, right, or defense either party may have under the Texas Tort Claims Act, Chapter 775, Texas Health & Safety Code, or other applicable law, rule, doctrine, or regulation.

11.14 The District's legal representation is provided by and through Burns Anderson Jury & Brenner, L.L.P., and Burns Anderson Jury & Brenner, L.L.P. does not, has not, and will not, during the term of this Agreement, represent the Service Provider at any time and the Service Provider hereby acknowledges this fact for all purposes. While Burns Anderson Jury & Brenner, L.L.P. may communicate with the Service Provider on behalf of the District or its

interests during the term of this Agreement, the Service Provider acknowledges that such communication does not and will not constitute in any way representation of the Service Provider. The District recommends the Department have an attorney of its choice review this Agreement prior to execution or for any other purposes it may determine necessary, now or in the future.

This Agreement is executed and signed on this _____ day of January 2025 to be effective as of the dates noted above.

GONZALES COUNTY EMERGENCY
SERVICES DISTRICT NO. 2

CITY OF GONZALES, TEXAS

By: _____
Brian Schauer,
President

By: _____
S.H. "Steve" Sucher,
Mayor

ATTEST:

Jason Torres, Secretary

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Resolution #2025-5 Authorizing the City Manager to Execute an Agreement for Election Services with the Elections Administrator of Gonzales County for the May 3, 2025, General and Special Election

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In 2021, the Gonzales County created the position of Election Administrator for the County which now provides the opportunity for the City to contract annually for all of the City of Gonzales elections. The City of Gonzales will hold a regular election for the purpose of electing a Mayor and a special election for the purpose of voting on the recall of Council Member District 4, on the uniform election date of May 3, 2025. To eliminate confusion regarding the elections, City Staff feels it is in the City's best interest to contract with the County for the May 3, 2025, election, any resulting runoff election, as well as all city elections. Contracting will provide uniformity for all elections across all entities.

FISCAL IMPACT:

The estimated cost to the City of Gonzales varies on the actual cost for the equipment and the amount of time the election workers spend on their required duties (hourly rate of pay for election workers). The City has budgeted \$15,000 within the 2024-2025 fiscal year in Account #100.7-101.501 for the City's elections.

ATTACHMENTS:

Contract

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 2025-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ELECTION SERVICES WITH THE ELECTIONS ADMINISTRATOR OF GONZALES COUNTY FOR THE MAY 3, 2025, GENERAL AND SPECIAL ELECTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has ordered a General Election for the purpose of electing an individual to the office of Mayor and Special Election for the purpose of voting on the recall of Council Member District 4 to be held on May 3, 2025; and

WHEREAS, the joint election will be administered by the Gonzales County Election Administrator's office in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the Joint Election Agreement outlines each party's responsibility during the election process; and

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

WHEREAS, the City finds that entering into a Joint Election Agreement for the May 3, 2025, General and Special Election with Gonzales County is in the best interest of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to Execute an Agreement for Election Services with the Elections Administrator of Gonzales County for the May 3, 2025 General and Special Election with Gonzales County for a joint election as specified in 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 16th day of January 2025.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**JOINT ELECTION AGREEMENT AND ELECTION SERVICE CONTRACT
BETWEEN
GONZALES COUNTY, TEXAS
AND
CITY OF GONZALES, GONZALES ISD, GONZALES WATER DISTRICT, FOR THE
CONDUCT OF A JOINT ELECTION TO BE HELD
SATURDAY, MAY 3, 2025 and/or Runoff Election**

This Joint Election Agreement and Election Service Contract is made this ____ day of _____, 20____, by and between Gonzales County Elections Administrator, hereinafter referred to as “EA”, and the City of Gonzales, Gonzales Independent School District, Gonzales Water District, hereinafter referred to as “Participating Authorities”.

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that can be served by common polling places.

NOW, THEREFORE, IT IS AGREED that a joint election will be conducted by EA on behalf of the Participating Authorities under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the EA to be appointed the Joint Early Voting Clerk.

THIS AGREEMENT will require the Participating Authorities to use joint ballots, when applicable.

THIS AGREEMENT requires the Participating Authorities to share costs associated with this Joint Election proportionally where polling places are shared by more than one entity.

THIS AGREEMENT requires the Participating Authorities to be responsible for ordering its own election and publishing notice of the elections separately. The cost to publish the notices will be the responsibility of each individual entity.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the Participating Authorities.

THIS AGREEMENT will require the EA to tabulate the precinct results and canvassing separately for each Participating Authority. The results will be delivered to each entity by email, facsimile or mail.

THIS AGREEMENT will require the EA to be responsible for the safekeeping of election records for this joint election.

THIS AGREEMENT will require the EA to be responsible for performing the following duties and to furnish the following services and equipment pursuant to the election services contract with Gonzales County:

1. Recommend election judges, alternate judges and clerks.
2. Pay election judges and other election workers.
3. Procure and distribute all necessary election supplies.
4. Determine time and places of Polling Locations.
5. Ordering of the programming and ballots to be used for the election.
6. Receive and process applications for ballot by mail.
7. Supply all necessary voting equipment; transport equipment to and from the polling locations, and prepare the voting equipment for use at the polling locations.
8. Issue Writs of Election to the election judges appointed.
9. Perform early voting clerk duties.
10. Publish the legal notice of the date, time and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
11. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
12. Assist in providing the general overall supervision of the election and will provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
 - a. Canvassing Summary Report,
 - b. Accumulated totals Report of early voting and Election Day, and
 - c. Electronically submit results to the Secretary of State.
13. Voting System to be used:
 - a. ExpressVote Ballot Marking Device and DS200 Digital Ballot Scanner for In-Person Voting, Early and Election Day

THIS AGREEMENT will require the PARTICIPATING AUTHORITIES to be responsible for the following:

1. Proper public Notice of Election
2. Conduct ballot order drawing
3. Furnish the Gonzales County Election Administrator a complete list of all candidates and all races to be conducted in the above mentioned election by February 21, 2025, with the order they should appear on the ballot
4. Canvassing of the election and all other statutory requirements by the Texas Election Code and/or the Federal Voting Rights Act
5. Reimbursement of all expenses incurred, including, but not limited to programming, ballots, notices, supplies and payroll as invoiced by Gonzales County.

GENERAL CONDITIONS

1. EARLY VOTING

- A. Gwen Schaefer, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the main location. The names of Early Voting Clerks may be obtained from the EA.
- B. Early voting by personal appearance will be conducted on weekdays beginning Tuesday, April 22, 2025, through Friday, April 25, 2025, between 8:00 a.m. and 6:00 p.m., Monday, April 28, 2025, through Tuesday, April 29, 2025, between 8:00 a.m. and 6:00 p.m. Any qualified voter for the Joint Election may vote early by personal appearance at the main early voting polling place. (Early Voting locations, subject to change)

MAIN EARLY VOTING POLLING PLACE

RANDLE RATHER BUILDING

427 St. George, Suite 100, Gonzales, TX 78962

- C. Persons voting by mail will send their voted ballots to EA.

Election Official
P.O Box 1753, Gonzales, TX 78629

- D. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. EA will appoint members of the board and provide a list of members to the participating authority upon request.

2. VOTING LOCATIONS (subject to change)

- A. Election Day will be conducted at the “Randle Rather Building, 427 St. George, Suite 100, Gonzales, TX 78629”

3. JOINT ELECTION COSTS: PAYMENT

- A. Costs. Each Participating Authority remains responsible for all costs associated with their respective elections.
- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections,

including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Authority. In that event that a party cancels its election, the other parties shall continue to have access to the polling locations.

If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

4. GENERAL PROVISIONS

A. Communication: Throughout the term of this Agreement, the Participating Authorities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolves any problems which might arise regarding the Joint Election.

B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.

C. To the extent the geographical boundaries of the political subdivision extend into a county other than Gonzales County, Texas, the obligations of the EA contained in this contract are contingent upon the political subdivision and/or the other county complying with all state or federal requirements for the establishment of polling locations. With respect to election services for the political subdivision provided by the EA relative to polling locations outside of Gonzales County, Texas, the EA's obligations herein are limited strictly to providing election services for the political subdivision who is a signatory to this agreement.

5. RECORDS OF THE ELECTION

A. Gwen Schaefer, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 217.010 of the Texas Election Code.

B. Access to the election records will be available to participating authority as well as to the public in accordance with the Texas Public Information act, Chapter 552, Government Code, at the Elections Department, 427 St. George St., Suite 306, Gonzales, TX 78629, at any time during normal business hours.

C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, EA shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the participating authority to bring to the attention of the EA any notice of any

pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.

- D. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, EA shall supply a written cost estimate for storage to requesting participant.

6. MISCELLANEOUS PROVISIONS

- A. **Venue and Choice of Law:** Participating Authorities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Gonzales County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. **Severability:** If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- C. **Breach:** In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- D. **Other Instruments:** The Participating Authorities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- E. **Mediation:** When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless all parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- F. Amendment/Modification: Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority.
- G. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

7. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. EA will be responsible for the appointment of the presiding judge and an alternate for each polling location. EA shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the EA.
- B. EA is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election Judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Office assistance, will be responsible for ensuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- C. EA will hold training classes on the use of voting equipment and election laws at the Gonzales Elections Office, 427 St. George Street, Suite 306, Gonzales, TX. Additional training classes may be scheduled as needed. Election judges will be notified of additional training sessions. No election judges will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past eighteen (18) months.
- D. The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election presiding judge will receive \$15.00 per hour and the election clerks will receive \$14.00 per hour for their hours worked on Election Day and Early Voting. The election judge will receive an additional \$25.00 for delivering election returns and supplies to the Randle Rather Building, 427 St. George Street, Gonzales, TX.

8. SUPPLIES AND PRINTING

- A. EA will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.

10. ELECTION EXPENSES

- A. The participating authorities agree to share the costs of administering the May 3, 2025 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities.
- B. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. EA will provide each participating authority with a final invoice of expenses.

11. ELECTION REPORTS

EA will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct if applicable) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

12. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The EA will provide the designated entity in the runoff election with an estimate of cost to conduct participating authority's runoff.

13. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Elections Administrator:

Gwen Schaefer
Gonzales County Elections Administrator
427 St. George Street, Suite 306
Gonzales, TX 78629
830-519-4054

If to the Participating Authority:

Timothy L. Crow, City Manager
City of Gonzales, Texas
820 St. Joseph Street
Gonzales, TX 78629

14. This contract may be executed in multiple originals.

May 3, 2025 JOINT AGREEMENT ACCEPTANCE AND APPROVAL

Recommended for approval by:



Gwen Schaefer
Gonzales County Elections Administrator

ACCEPTED AND AGREED TO BY CITY OF GONZALES:

Timothy L. Crow, City Manager

Patrick C. Davis, Gonzales County Judge

**COUNCIL AGENDA
ITEM BRIEFING DATA**



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2025-1 Ordering a General Municipal Election to be Held on May 3, 2025, for the Purpose of Electing an Individual to the Office of Mayor

DATE: January 16, 2025

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The attached ordinance officially orders the City of Gonzales' General Municipal Election for May 3, 2025 in accordance with the City's Charter and state statutes for the purpose of electing an individual to the office of Mayor. The Council is required to order the election no later than the 78th day before the election, which is February 14, 2025. Early Voting will begin April 22, 2025 at 8 a.m. and end on April 29, 2025 at 7:00 p.m.

POLICY CONSIDERATIONS:

The ordinance ordering the election is consistent with the City of Gonzales Charter and the Texas Election Code.

FISCAL IMPACT:

The estimated cost to the City of Gonzales varies on the actual cost for the equipment and the amount of time the election workers spend on their required duties (hourly rate of pay for election workers). The City has budgeted \$15,000 within the 2024-2025 fiscal year in Account #100-7-101-501 for the City's elections.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this ordinance.

ORDINANCE NO. 2025-1
ORDENANZA NRO. 2025-1

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING AN INDIVIDUAL TO THE OFFICE OF MAYOR; PROVIDING FOR EARLY VOTING; PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

UNA ORDENANZA DE LA CIUDAD DE GONZALES, TEXAS, QUE ORDENA QUE SE CELEBRE UNA ELECCIÓN MUNICIPAL GENERAL EL 3 DE MAYO DE 2025, CON EL PROPÓSITO DE ELEGIR A UN INDIVIDUO PARA EL CARGO DE ALCALDE; QUE DISPONE LA VOTACIÓN ANTICIPADA; QUE DISPONE OTROS ASUNTOS RELATIVOS A LA ELECCIÓN; Y QUE DISPONE UNA FECHA DE ENTRADA EN VIGENCIA.

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

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE GONZALES, TEXAS, ORDENA:

Section 1. That a May 3, 2025 regular election for the purpose of electing an individual to the office of Mayor is hereby Ordered.

This Order of Election is to be posted at the Gonzales Municipal Building on the Bulletin Board used for posting notices of the meetings of the City Council.

Sección 1. Que se ordena por la presente una elección regular para el 3 de mayo de 2025 con el fin de elegir a una persona para el cargo de Alcalde.

Esta Orden de Elección se publicará en el Tablero de Anuncios del Edificio Municipal de Gonzales que se utiliza para publicar avisos de las asambleas del Consejo Municipal.

Section 2. The City Council of the City of Gonzales finds that it is in the best interest of the public health, safety and interest to conduct a joint election with Gonzales County for the May 3, 2025 election requiring the use of polling locations and early voting hours as determined by Gonzales County.

Sección 2. El Consejo Municipal de la Ciudad de Gonzales halla que es en el mejor interés de la salud, la seguridad y el interés público celebrar una elección conjunta con el Condado de Gonzales para la elección del 3 de mayo de 2025 que requiera del uso de los lugares de votación y los horarios de votación anticipada que el Condado de Gonzales determine.

Section 3. The Election Administrator for Gonzales County shall serve as early voting clerk; the appointment of a deputy clerk or clerks for early voting by the Election Administrator shall be in accordance with the law.

Sección 3. El Administrador de Elecciones del Condado de Gonzales actuará como oficial de votación anticipada; la designación de un suboficial o suboficiales para la votación anticipada por el Administrador de Elecciones se hará en conformidad con la ley.

Section 4. On Election Day, May 3, 2025, the polls shall be open between the hours of 7:00 a.m. and 7:00 p.m., at the locations established by Gonzales County on the dates and times as follows, or as may be amended by Gonzales County, per the contract.

Gonzales County Election Precinct

Pct. 1, 2, 3, 12

Voting Location

Randle Rather Bldg, 427 St. George, STE 100, Gonzales, TX 78629

Sección 4. El Día de Elección, el 3 de mayo de 2025, las casillas abrirán en el horario de 7:00 a.m. a 7:00 p.m., en los lugares de votación establecidos por el Condado de Gonzales en las siguientes fechas y horarios o según el Condado de Gonzales los modifique en virtud del contrato.

Precinto electoral del Condado de Gonzales

Precinto 1, 2, 3, 12

Lugar de Votación

Randle Rather Bldg, 427 St. George, STE 100, Gonzales, TX 78629

Section 5. Early Voting by personal appearance shall commence on April 22, 2025 and continue through April 29, 2025, at the locations established by Gonzales County on the dates and times as follows, or as may be amended by Gonzales County, per the contract.

Main Early Voting Location:

Randle-Rather Building – EV Election Room

427 St. George, Gonzales, Texas 78629

April 22 nd -April 25 th	Tuesday – Friday	8:00 a.m. – 6:00 p.m.
April 28 th -April 29 th	Monday-Tuesday	8:00 a.m. – 6:00 p.m.

Additionally, early voting locations will be identified in the contract executed with Gonzales County.

Sección 5. La votación anticipada en persona empezará el 22 de abril de 2025 y continuará hasta el 29 de abril de 2025, inclusive, en los lugares de votación establecidos por el Condado de Gonzales en las siguientes fechas y horarios o según el Condado de Gonzales los modifique en virtud del contrato.

Lugar principal de votación anticipada:
Randle-Rather Building – Sala de elección de votación anticipada
427 St. George, Gonzales, Texas 78629

22 de abril al 25 de abril	Martes a viernes	8:00 a.m. – 6:00 p.m.
28 de abril y 29 de abril	Lunes y martes	8:00 a.m. – 6:00 p.m.

Además, los lugares de votación anticipada serán identificados en el contrato firmado con el Condado de Gonzales.

Section 6. Applications for ballot by mail shall be received by the Gonzales Election Administrator at 427 St. George, Ste 306, Gonzales, Texas 78629 no later than close of business on April 22, 2025.

Sección 6. Las solicitudes de boletas por correo serán recibidas por el Administrador de Elecciones de Gonzales en 427 St. George, Ste 306, Gonzales, Texas 78629 hasta el cierre de operaciones el 22 de abril de 2025.

Section 7. This election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote in the election. The City Secretary and Mayor are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Sección 7. Esta elección se celebrará en conformidad con la Constitución del Estado de Texas y el Código Electoral, y todos los votantes habilitados residentes de la Ciudad serán elegibles para votar en la elección. Por la presente, se autoriza e instruye a la Secretaria de la Ciudad y al Alcalde a que tomen todas y cada una de las medidas necesarias para cumplir con las disposiciones del Código para realizar y celebrar la elección, sean expresamente autorizadas en la presente o no.

Section 8. The Mayor and/or the City Secretary of the City of Gonzales are hereby authorized to execute and/or issue, for and on behalf of the City, such orders, documents, and forms as may, from time to time, be promulgated by the Secretary of State of the State of Texas in conjunction with the election herein ordained.

Sección 8. Por la presente, se autoriza al Alcalde y/o la Secretaria de la Ciudad de la Ciudad de Gonzales a firmar y/o expedir para la Ciudad y en su nombre, ciertas órdenes, documentos y formas como pueda, periódicamente, promulgar la Secretaría del Estado de Texas en conjunto con la elección ordenada en este documento.

Section 9. Said election shall be held in accordance with Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

Sección 9. Dicha Elección se llevará a cabo de acuerdo con el Código Electoral de Texas y la Ley Federal de Derecho al Voto de 1965 y sus enmiendas.

Section 10. It is hereby declared to be the intention of the City Council of the City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Sección 10. Por la presente, se declara que es intención del Consejo Municipal de la Ciudad que las frases, cláusulas, oraciones, párrafos y secciones de esta Ordenanza sean divisibles, y si cualquier frase, cláusula, oración, párrafo o sección de esta Ordenanza fuera declarado inconstitucional por el fallo o decreto válido de cualquier tribunal con competencia jurisdiccional, dicha inconstitucionalidad no afectará ninguna de las frases, cláusulas, oraciones, párrafos o secciones restantes de esta Ordenanza, debido a que la misma hubiera sido promulgada por el Consejo Municipal sin la incorporación en esta Ordenanza de cualquiera de esas frases, cláusulas, oraciones, párrafos o secciones inconstitucionales.

Section 11. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

Sección 11. Por la presente, se halla y se determina oficialmente que la asamblea en la cual esta Ordenanza fue adoptada estuvo abierta al público y que se dio aviso público de la hora, el lugar y el propósito de dicha asamblea según lo exige la Ley de Asambleas Públicas en el Capítulo 551 del Código de Gobierno de Texas y sus enmiendas.

Section 12. This ordinance shall become effective immediately upon its passage.

Sección 12. Esta ordenanza entrará en vigencia inmediatamente después su aprobación.

PASSED AND ADOPTED this 16th day of January, 2025.

APROBADA Y ADOPTADA el 16 de enero de 2025.

Mayor (Alcalde), S.H. Sucher

ATTEST (ATESTIGUA):

Kristina Vega, City Secretary (Secretaria de la Ciudad)

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-6 Approving the Amended and Restated Lease Agreement for the office space at 301 St. Joseph Street, Suite A with Gonzales Central Appraisal District and authorizing the City Manager to execute said agreement

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On December 14, 2023, the City Council adopted Resolution 2023-147 Ratifying the Library Lease Agreement for the office space at 301 St. Joseph Street with Gonzales County for the purposes of housing the Gonzales Central Appraisal District. The term of the agreement was for \$4,000.00 per month for the initial term of six months. After the initial six months, the agreement was evaluated by both parties and renewed for an additional six month term at \$4,500.00 per month. The Gonzales Central Appraisal District has expressed that they would like to continue leasing this property. City staff felt that it would be beneficial to negotiate a new Lease Agreement directly with the Gonzales Central Appraisal District since they are a separate entity from Gonzales County. This would eliminate conversations with a third party and would streamline any communication between the City and the Appraisal District. Currently, the Appraisal District writes a check to the County, the County deposits it, and then the County writes a check to the City. If this Lease Agreement is approved with the Gonzales Central Appraisal District, the Appraisal District can write the checks directly to the City. The Library Board met on December 18, 2024, to discuss the Lease Agreement and they had the following recommendations: Monthly rental amount would increase to \$6,000.00, the Appraisal District must give written notice to the City 90 days prior to the expiration of the lease that they would like to renew, and the option to negotiate new terms after the initial term of this Lease Agreement. City Staff discussed the recommended terms with Chief Appraiser John Liford and he relayed those terms to the Gonzales Central Appraisal District Board at their meeting on December 19, 2024. The proposed Lease Agreement has been reviewed and approved by the President of the Library Board President Vicki Frenzel and the Library Director Caroline Helms.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The City of Gonzales is currently receiving \$4,500 per month for rental income for the lease of office space located at 301 St. Joseph Street. If this Lease Agreement is approved, this will be an increase of \$1,500.00 each month in line item 504-4-815.103.

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this resolution.

RESOLUTION NO. 2025-6

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

WHEREAS, on December 14, 2023, the City Council adopted Resolution 2023-147 Ratifying the Library Lease Agreement for the office space at 301 St. Joseph Street, Suite A with Gonzales County for the purposes of housing the Gonzales Central Appraisal District to conduct business operations; and

WHEREAS, the City and Gonzales County entered into a lease agreement that started January 1, 2024 and was for a period of six (6) months (June 30, 2024) and was renewed and extended for an additional six (6) months (December 31, 2024) under which Gonzales County was the tenant; and

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

WHEREAS, the City of Gonzales and Gonzales Central Appraisal District desire to amend and restate the original lease agreement to substitute the Lessee, provide for renewal terms, and modify the monthly rent amount; and

WHEREAS, the agreement shall commence on February 1, 2025, and shall extend for a period of eleven (11) months (until December 31, 2025). Thereafter, upon written notice by Lessee no later than ninety (90) days prior to expiration of the current lease term, this lease may be renewed for a one (1) year extension upon mutual, written agreement by Lessor; and

WHEREAS, Lessor retains the right to negotiate any new terms including, but not limited to the monthly rental fee; and

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

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the lease agreement with Gonzales Central Appraisal District for the purposes of housing office space for the Gonzales Central Appraisal District is in the best interest of the City and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby approves the Amended and Restated Lease Agreement for the office space at 301 St. Joseph Street, Suite A with Gonzales Central Appraisal District for the purposes of housing their offices.

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

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of January 2025.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**AMENDED AND RESTATED
LEASE OF LIBRARY BUILDING**

THE STATE OF TEXAS §
 §
COUNTY OF GONZALES §

This Amended and Restated Lease Agreement (“Lease”) is made between the **City of Gonzales, Texas** (“Lessor”) and Gonzales Central Appraisal District (“Lessee”).

The Lessor is the owner of the City Library, situated in Gonzales, Gonzales County, Texas.

The Lessee is Gonzales Central Appraisal District, a political subdivision established and incorporated under the laws of the State of Texas.

The Lessor and Gonzales County had entered into a lease agreement for the purposes of housing the Gonzales Central Appraisal District. The lease agreement started January 1, 2024 and was for a period of six (6) months (June 30, 2024). This lease agreement was renewed and extended for an additional six (6) months (December 31, 2024) under which Gonzales County was the tenant. The City of Gonzales and Gonzales Central Appraisal District desire to amend and restate the original lease agreement to substitute the Lessee, provide for renewal terms, and modify the monthly rent amount.

ARTICLE 1.

Leased Premises: Acceptance of Premises; Compliance with Regulations

- 1.1** In consideration of the obligation of Lessee to pay rent and in consideration of the other terms, covenants and conditions, Lessor hereby leases to Lessee the real property which is identified in Exhibit “A” attached hereto (the “Leased Premises”) in Gonzales County, Texas.
- 1.2** Lessee acknowledges that it has fully inspected, or has been provided the opportunity to fully inspect, the Leased Premises to determine its suitability for the purposes of this Lease, and the presence of objectionable environmental, geological or soil conditions, and that Lessee is accepting the Leased Premises in its present condition “as is.” By occupying the Leased Premises, Lessee shall be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises comply fully with Lessor’s covenants.

ARTICLE 2.

Lease/Term

- 2.1** The rent shall accrue from the commencement date of this Lease as provided below and shall be payable at the place designated for the delivery of notices to Lessor at the time of payment.

2.2 Lessee shall pay to Lessor a Lease rate as follows:

The initial term fixed rent shall be Six Thousand dollars (\$6,000.00) per month (which includes water, sewer, gas, garbage and electric utility expenses). The rental shall be paid in advance and shall be due and payable on the last day of the preceding month for each month this lease is in effect. Lessee may prepay rents due hereunder.

2.3 Lessee is required to pay separately any monthly expenses and costs for any and all additional services, including, but not limited to, janitorial, internet and telephone. Lessor shall not be liable for any interruption or impairment whatsoever in services unless the interruption is caused solely by the negligence of Lessor's agents, officers or employees.

2.4 The term of this Lease shall commence on February 1, 2025, and shall extend for a period of eleven months (until December 31, 2025). Thereafter, upon written notice by Lessee no later than ninety (90) days prior to the expiration of the current lease term, this lease may be renewed for a one (1) year extension upon mutual, written agreement by Lessor. Lessor retains the right to negotiate any new terms including, but not limited to the monthly rental fee. In the event the option to renew this Lease is denied the Leasehold and all improvements will revert back to the Lessor.

2.5 **The Parties understand and agree that Lessor may terminate this lease, with 30 days written notice provided to Lessee, if Lessor determines it necessary to terminate the lease in connection with a sale of the property. Alternatively, the Parties understand that any new owner of the property has 30 days from the date of purchase to decide whether to continue the current use of the property, or modify the use of the property to any purpose and also has the authority to terminate this lease with 30 days written notice provided to the Lessee.**

ARTICLE 3. Use and Care of Premises

3.1 The uses of the Leased Premises by Lessee shall be restricted to those uses described in the proposal by Lessee (Exhibit "B") unless otherwise approved in writing by Lessor. Specifically, the Leased Premises shall be used and occupied for the following purposes only:

The Leased Premises are to be used only for government purposes unless otherwise approved in writing by Lessor.

3.2 Lessee shall not, without Lessor's prior written consent, keep anything within the Leased Premises, or use the Leased Premises for any purpose, which invalidates any insurance policy carried by Lessee on the Leased Premises. All property kept, stored or maintained within the Leased Premises by Lessee shall be at Lessee's sole risk.

- 3.3** Lessee shall not use, or permit the use of, the Leased Premises in any manner that results in waste of the Leased Premises, or constitutes a nuisance or violates any Local, State or Federal Law. Except as provided herein, if any repairs required to be made by Lessee are not made within 60 days after written notice delivered to Lessee by Lessor, Lessor may at its option make repairs without liability to Lessee for any loss or damage which may result to its stock or business by reason of such repairs, and Lessee shall pay to Lessor upon demand as additional rental the cost of the repairs plus interest at the maximum legal rate in effect in the State of Texas from the date of payment by Lessor until repaid by Lessee. In the event the required repairs cannot reasonably be completed within 60 days the Lessee may be granted such additional time as is reasonably necessary if the Lessee is proceeding in good faith and due diligence to complete such repairs. At the expiration of this Lease, Lessee shall surrender the Leased Premises in good condition, reasonable wear and tear, or unavoidable casualty, alone excepted.
- 3.4** Lessee shall take good care of the Leased Premises and keep the same free from waste at all times. Lessee shall keep the Leased Premises, including ramps, signs, sidewalks, service ways, landscaping and any loading areas adjacent to the buildings on the Leased Premises neat, clean, and free from dirt or rubbish at all times, and shall store all trash and garbage within closed containers on the Leased Premises.
- 3.5** Lessee shall store all equipment and materials/supplies within the confines of the building located on the Leased Premises. Outside storage is specifically prohibited unless separate written provisions are made with the Lessor.
- 3.6** Lessee's failure to use the Leased Premises as stated in 3.1 above, shall constitute a default, and upon Lessor giving written notice to Lessee of such default and Lessee's failure to cure said default within 30 days after the giving of notice, this Lease shall terminate and Lessee shall vacate the Leased Premises no later than 90 days thereafter, during which time the normal rental fees shall accrue; the date upon which the Leased Premises are vacated by Lessee shall be the date Lessee is released from and relieved of all further obligations of this Lease.

ARTICLE 4.
Maintenance and Repair of Premises

- 4.1** Lessee shall keep the Leased Premises in good, clean condition and shall make all needed non-material or cosmetic repairs to all structures on the Leased Premises. Lessee shall comply, at its sole cost and expense, with all governmental laws, ordinances and regulations applicable to the Leased Premises. The Lessee shall not be obligated to make any structural changes or alterations to the Leased Premises unless made necessary by the act or omission of the Lessee, in which event Lessee shall comply, at lessee's expense, with plans and specifications submitted to and approved by Lessor under Article 5 of this Lease. Lessor shall provide all material repairs to the structure, systems and premises, as needed.

ARTICLE 5.
Alterations and Fixtures

- 5.1** Any permanent improvements to the Leased Premises made during the term of this Lease or any extension thereof shall revert to the Lessor upon any termination (under Article 5.2) of this Lease.
- 5.2** Lessee shall not make any material alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. All improvements, alterations, additions and fixtures (other than unattached, movable trade fixtures) which may be made or installed by either party upon the Leased Premises shall become the property of Lessor at the termination of this Lease for any reason whatsoever, and at the termination of this Lease shall remain upon and be surrendered with the Leased Premises, unless Lessor requests their removal, in which event Lessee shall remove the same and restore the Leased Premises to its original condition at Lessee's expense.
- 5.3** Lessee shall prevent any lien or obligation from being credited against or imposed upon the Leased Premises by reason of an alteration, repair, labor performed or materials furnished to the Leased Premises for or on behalf of Lessee, and Lessee will discharge any lien or charge immediately after the lien occurs or charges become due and payable, provided that in the event Lessee disputes the lien or the claim upon which it is founded, Lessee shall have the right, without discharging said lien, to promptly pursue settlement or litigation without paying such claim until such time as the claim becomes final and subject to no further appeal by Lessee. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from and against any claims related to such liens or charges.

ARTICLE 6.
Signs

- 6.1** Except as provided in Section 5.2 Lessee shall not, without Lessor's prior written consent (a) make any changes to the main structure or (b) install any exterior lighting, shades or awnings, or any exterior decorations or paintings or (c) erect, install or change any placards, decorations, or advertising media of any type which can be viewed from the exterior of the Leased Premises.

ARTICLE 7.
Utilities/Taxes

- 7.1** Lessee shall be responsible for the payment of any and all taxes and assessments against any structures it may place on the Leased Premises as well as any and all taxes and assessments against the personal property used by Lessee on the Leased Premises.

ARTICLE 8.
Insurance and Indemnity

8.1 Liability Insurance: Lessee shall, at its own expense, purchase, maintain and keep in force liability insurance and shall protect Lessee from claims which may arise out of or in connection with any operations at the Leased Premises, whether the operations be by Lessee or by any subcontractor or by anyone directly or indirectly employed by Lessee or by anyone for whose acts Lessee may be liable. The minimum amounts of liability insurance required are as follows:

Bodily Injury		
	Per Person	\$300,000.00
	Per Accident	\$500,000.00
Property Damage Liability		
	Per Accident	\$100,000.00
	Aggregate	\$100,000.00

- A. Insurance required by this section shall be written so that the Lessor will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to the action. Certificates of Insurance shall be provided to Lessor.
- B. All insurance required under this section shall be written with the Lessor as an additional insured. In any event, Lessee is fully responsible for all losses arising out of, resulting from or connected with operations under this Lease whether or not the losses are covered by insurance. The Lessor's acceptance of Certificates of Insurance that in any respect do not comply with the Lease requirements does not release Lessee from compliance herewith.
- C. All insurance required under this section shall be primary over any other insurance coverage the Lessor may have.
- D. The parties intend that Lessee maintain liability insurance coverage not less than amounts prescribed in Section 101.023 of the Texas Civil Practice and Remedies Code as it may be amended from time to time. In the event such amounts increase beyond the limits set forth herein, Lessee shall obtain such increased coverage and provide Lessor a certificate therefore. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with Lessee.

8.2 Casualty Coverage: Lessee must keep the improvements on the Leased Premises insured against loss or damage by fire, with extended coverage endorsement or its equivalent in such responsible insurance companies as Lessee reasonably selects, and in such amounts not less than the full insurable value of the improvements. Such policy or policies of insurance must name both the Lessor and Lessee as named insured.

8.3 Indemnity:

A. Lessee shall not be liable for any claims, damages or attorney's fees arising from negligence or unlawful acts of Lessor or its agents arising from the performance of duties or responsibilities under this Agreement. Lessor shall not be liable for any claims, damages or attorney's fees arising from acts of Lessee or its employees arising from the performance of duties or responsibilities under this Agreement.

B. Lessee shall store its property in, and shall occupy and use the Leased Premises at its own risk, and Lessee releases Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage.

C. Lessor shall not be responsible or liable at any time for any loss or damage of Lessee's fixtures, machinery, exhibits, documents or other personal property of Lessee.

D. If the premises shall be partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of the Lessor and the rent until such repairs are made shall be apportioned according to the part of the demised premises which is usable by the Lessee. Said repairs, shall be made promptly except that no penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of the Lessor and/or Lessee and for reasonable delay on account of labor problems or any other cause beyond the Lessor's control. If the premises are totally damaged or rendered wholly untenable by fire or other casualty, rent shall abate until restoration or rebuilding and the Lessor shall promptly restore or rebuild the same on condition, however, that if at any time, during the last two (2) years of the initial and any renewal term hereof, the demised premises are totally damaged or rendered wholly untenable by fire or other casualty, then Lessor shall have the right and option of terminating this Lease as of the date of such casualty or cause within sixty (60) days thereafter by giving written notice to the Lessee and any rents or other payments shall be prorated as of the effective date of such termination and proportionately refunded to Lessee or paid to Lessor as the case may be. Provided, however, that if the premises occupied by Lessee are rendered substantially unusable for Lessee's purposes for a period longer than one hundred eighty (180) days, then Lessee shall have the option to terminate this Lease immediately and neither party shall have any further obligations to the other hereunder.

E. Lessee shall give prompt notice to Lessor in case of accident in the Leased Premises or of defects in the structure located thereon of which Lessee may be aware.

F. In case Lessor is made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all of Lessor's reasonable costs, expenses and attorney's fees.

8.4 Condemnation:

A. Total: If the whole of the Leased Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, then this Lease shall cease and terminate as of the date of title vesting in the acquiring entity.

B. Partial: If any part of the Leased Premises shall be taken or condemned, and the partial taking renders that portion of the Leased Premises not so taken unsuitable for use by the Lessee, then this Lease and the term in this Lease shall cease and terminate. If the partial taking is not extensive enough to render the Leased Premises unsuitable for use by the Lessee, then this Lease shall continue in effect except that the minimum rental shall be reduced and adjusted in an appropriate manner.

C. If this Lease is terminated as provided in this section, rent shall be paid up to the date that possession is taken by the acquiring entity, and Lessor shall make an equitable refund of any rent paid by the Lessee in advance.

D. Award: Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interests in any condemnation proceeding. The termination of this Lease under this Section shall not affect the rights of the respective parties to such awards.

- 8.5** Lessee acknowledges and agrees that Lessee takes the Leased Premises in its present condition and as such Lessor shall not be liable to Lessee for any personal injuries or property damage resulting from or out of improvements or repairs made to the Leased Premises, or by gas, water, steam, electricity, or oil leaking or escaping into the Leased Premises at the time of execution of this Lease.

ARTICLE 9.
Access to Premises

- 9.1** Lessor shall provide Lessee with 24 hours notice of any requirement to enter the Leased Premises other than for routine or regularly scheduled maintenance, which shall be done in coordination with Lessee's staff. Lessor shall not be liable to Lessee for any expenses, loss, or damage from any such entry upon the Leased Premises. Lessor shall leave a notice of entry upon entering the premises for any reason, if Lessee or its representatives are not present.

ARTICLE 10.
Damage by Casualty

- 10.1** Lessee shall give immediate written notice to Lessor of any damage caused to the Leased Premises by fire or other casualty.
- 10.2** In the event that any improvements upon the Leased Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance, Lessee shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the improvements. If the Leased Premises shall be damaged or destroyed by fire or other casualty so as to render untenable more than fifty percent of the floor area of the entire

building on the Leased Premises, then Lessee may elect either to terminate this Lease or to proceed to rebuild and repair the affected improvements. Lessee shall give written notice to Lessor of such election within 60 days after notice of such casualty and, if Lessee elects to rebuild and repair, Lessee shall proceed to do so with reasonable diligence and at its sole cost and expense.

- 10.3** During any period of reconstruction or repair of the Leased Premises, this Lease shall continue in full force.
- 10.4** Any insurance against casualty loss which may be carried by either Lessor or Lessee shall be under the sole control of the party paying the premium for such insurance and the other party shall have no interest in any proceeds of such insurance. Lessor and Lessee expressly waive any cause of action or right of recovery which either of them may have against the other for any loss or damage to the Leased Premises or to the contents belonging to either party contained in the Leased Premises caused by fire, explosion, or other risk covered by the Texas standard form of fire and extended coverage policy.

ARTICLE 11.
Assignment and Subletting

- 11.1** Lessee shall not assign or in any manner transfer this Lease or any estate or interest in the Lease or sublet the Leased Premises or any part of the Leased Premises without the prior written consent of Lessor. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of the rent specified and for compliance with all of its other obligations under this Lease. This provision shall not be deemed to limit in any way Lessee's ability to mortgage, pledge or encumber the Leasehold estate.
- 11.2** In the event of the transfer and assignment by Lessor of its interest in this Lease and in the building on the Leased Premises to a person, firm or corporation, assuming Lessor's obligations, Lessee agrees to look solely to the successor in interest of the Lessor for the responsibility of Lessor hereunder. Any security given by Lessee to secure performance of its obligations may be assigned and transferred by Lessor to the successor in interest of Lessor and Lessor shall be discharged of any further obligation.

ARTICLE 12.
Events of Default and Remedies

- 12.1** The following events shall be deemed to be events of default by Lessee under this Lease:
- A. Lessee's failure to pay when due any rental or any other sums or charges due under this Lease.

B. Lessee's failure to comply with any other term, provision, or covenant of this Lease, and failure to cure within 15 days after written notice to Lessee. For any subsequent default by the Lessee for the same or any other reason, the Lessor may terminate this Lease if that subsequent default continues for more than ten (10) days after notice of the subsequent default. However, if any non-monetary default is reasonably incapable of cure within such cure periods, as long as Lessee proceeds in good faith and due diligence to remedy and correct such default, Lessor may not terminate this Lease as a result of such default. In all cases, Lessee is responsible for the performance of any sub lessee.

C. Lessee becomes insolvent, makes a transfer in fraud of creditors, or makes a general assignment for the benefit of creditors.

D. Lessee commences proceedings in bankruptcy, for reorganization, or for the readjustment or arrangement of Lessee's debts, whether under the Bankruptcy Act of the United States of America or under any other law, whether state or federal, now or subsequently existing for the relief of debtors, or there shall be commenced any analogous statutory or non-statutory proceeding involving Lessee. The acceptance by Lessor of Lessee's monthly payment as provided subsequent to the occurrence of this event of default shall be as compensation for use and occupancy of the Leased Premises, and shall in no way constitute a waiver by Lessor of its right to exercise any of the provided remedies upon the occurrence of any event of default.

E. A receiver or trustee is appointed for all or substantially all of the assets of Lessee.

F. Lessee deserts or vacates any substantial portion of the Leased Premises for a period of 30 consecutive days without written notice to Lessor.

12.2 Upon the occurrence of any of the events of default and the required notice and cure period, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

A. Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any parts, by force if necessary, without being liable for prosecution or any claim of damages; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

B. Lessor may re-let the Leased Premises and receive the rent; Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of reletting.

C. Lessor may enter upon the Leased Premises, by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to

do under the terms of this Lease; Lessee agree to reimburse Lessor on demand for any reasonable expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from any action, whether caused by the negligence of Lessor or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided or any other remedies provided by law, nor shall pursuit of any of the other remedies provided constitute a forfeiture or waiver of any rent due to Lessor or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants. Forbearance by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of default.

- 12.3** If, on account of any breach or default by Lessee in Lessee's obligations, it becomes necessary for Lessor to employ an attorney to enforce or defend any of Lessor's rights or remedies, Lessee agrees to pay all reasonable attorney's fees incurred by Lessor.

ARTICLE 13.

- 13.1** This Lease shall be subject to and in conformance with all applicable City, State and Federal ordinances, statutes and regulations.
- 13.2** The Lessee, for itself, its personal representatives, agents, successors in interest, and assigns, as part of the consideration, covenant and agree as a covenant running with the land that: (1) no person on the grounds of sex, race, creed, color, national origin or other protected class as may be defined in the future shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Lessee's use of the Leased Premises. (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services, no person on the grounds of sex, race, creed, color, national origin or other protected class as may be defined in the future shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 13.3** That in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess the Leased Premises in accordance with Article 13.
- 13.4** During the time of war, regional or national emergency, Lessor shall have the right to Lease the premises to the State of Texas or the United States Government for military or disaster relief use, and, if a Lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the Lease to the State of Texas or the United States Government, shall be suspended.

ARTICLE 14.
Miscellaneous

- 14.1** Whenever the singular number is used, the same shall include the plural, and the neuter gender shall include the feminine and masculine genders.
- 14.2** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected, and the parties declare that this Lease would have been entered into without such unenforceable portion.
- 14.3** This Lease may not be altered or amended, except by instrument in writing signed by both parties. The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided.
- 14.4** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions.
- 14.5** One or more waivers of any covenant, term or condition of this Lease by either party shall not be deemed as a waiver by that party as to any subsequent similar act or omission.
- 14.6** Whenever a period of time is prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Lessor.
- 14.7** Lessor represents and warrants that Lessor has full right and lawful authority to enter into and perform the Lessor's obligations under this Lease for the full term as stated above, and all extensions here provided, and has title to the Leased Premises as shown by the real estate records of Gonzales County, Texas. Lessor further covenants that upon payment of the rent, the Lessee shall have and enjoy, during the term hereof, quiet and undisturbed possession of the Leased Premises and all appertaining appurtenances, except during periods of national emergency.
- 14.8** Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee.
- 14.9** Lessee warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease and Lessee agrees to indemnify and hold Lessor harmless from and against any and all costs, expenses or liability for commissions or other compensations and charges claimed by any other broker or agent with respect to this Lease.

14.10 The Parties agree that the Laws of the State of Texas shall govern this Lease and that exclusive venue for any legal action under this Lease shall lie in Gonzales County, Texas and that the City of Gonzales, Texas and Gonzales Central Appraisal District retain all immunities from suit and liability as available by law.

14.11 That the Lessor, City of Gonzales acts with regards to this Lease through the City Council and all approvals required to execute any and all provisions of this shall be by a majority vote of the City Council.

14.12 That the Lessee acknowledges that upon the violation of any Federal, State, County or Municipal law or ordinance by the Lessee the Lessor may void this Lease in its entirety.

**ARTICLE 15.
Notices**

15.1 Wherever any notice is required or permitted, the notice shall be in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below, or at other addresses as they have specified by written notice delivered in accordance.

Lessor:
City of Gonzales
Attention: City Manager
820 N. St. Joseph St.
Gonzales, Texas 78629

Lessee:
Gonzales Central Appraisal District
Attention: Sue Gottwald
301 Saint Joseph St. Suite A
Gonzales, Texas 78629

**ARTICLE 16.
Ownership of Improvements**

16.1 All permanent improvements to the Leased Premises made during the term of this Lease or any extension thereof shall revert to the Lessor upon any termination of this Lease.

LESSOR
City of Gonzales

By: Timothy L. Crow, City Manager

LESSEE
Gonzales Central Appraisal District

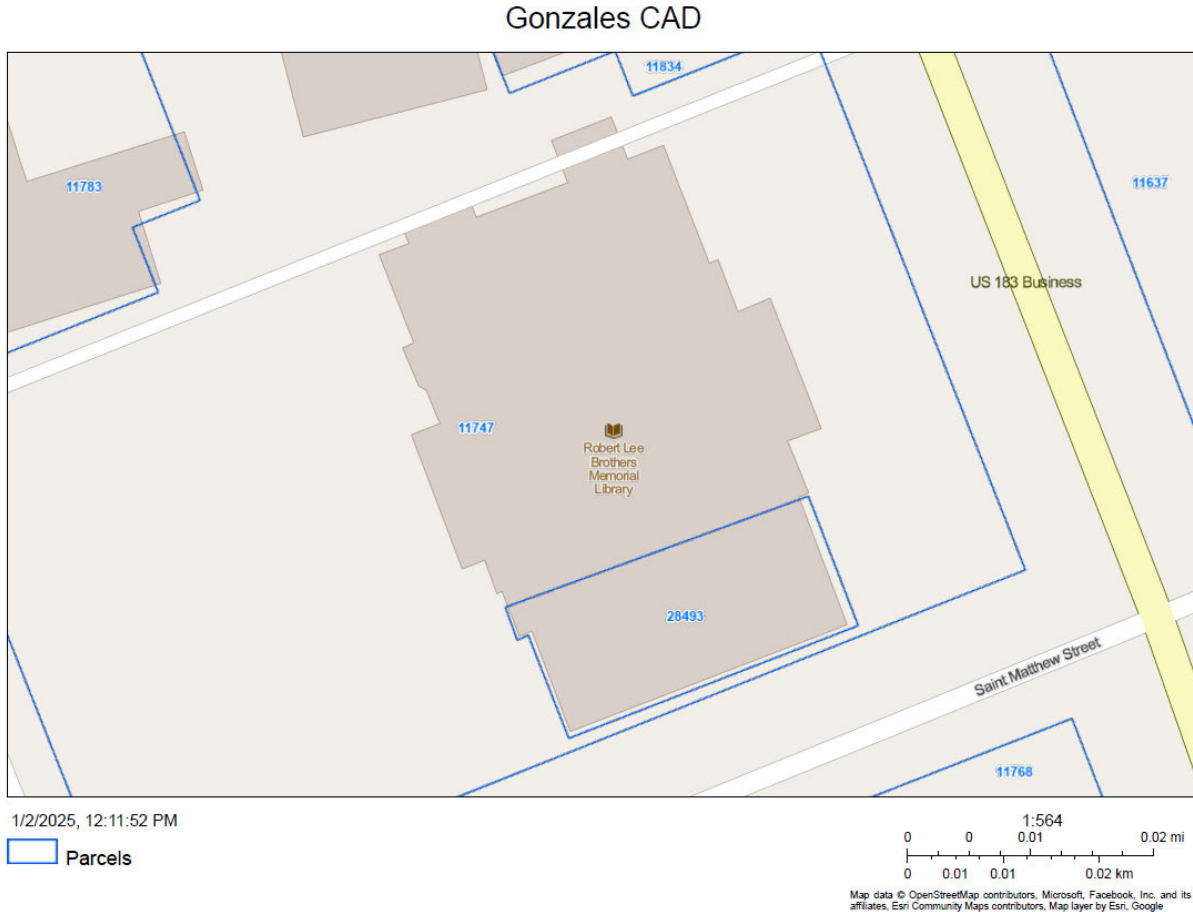
By: Sue Gottwald, Chairman

Attest:

Kristina Vega, City Secretary

EXHIBIT "A"

Leased Premises: The area located in Parcel 28493 within the Robert Lee Brothers Memorial Library building in Parcel 11747. The area consisting of approximately 4,841 square feet as shown in the picture below or otherwise known as 301 St. Joseph Street, Suite A, Gonzales, Texas 78629.



This product is for informational purposes and is not prepared for, or be suitable for legal, engineering, or surveying purposes. Information contained on this map is not warranted and the Appraisal District or Pritchard & Abbott, Inc. is not liable for any errors.

Exhibit "B"

The uses of the Leased Premises:

The Gonzales Central Appraisal District will use this property and the improvements thereon solely for the Appraisal District exercising its lawful functions.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-7 Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

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

POLICY CONSIDERATIONS:

A License Agreement is needed for citizens utilizing city property.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2025-7

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

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

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

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

WHEREAS, the term of the agreement will be for five months beginning March 4, 2025, through July 25, 2025, for Little League; and

WHEREAS, within the license agreement the Gonzales Little League is responsible for the metered amount of electricity from March 4, 2025 through July 25, 2025, or at the end of the season if earlier and the City is notified; and

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of January 2025.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

LICENSE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

NOW THEREFORE:

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

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

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

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

ARTICLE 2.
USE

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

ARTICLE 3.
TERM

- 3.1 The term of this agreement is from March 4, 2025 through July 25, 2025 unless early terminated in accordance with this agreement. Little League and City representatives will perform a walkthrough of all facilities to inspect any

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

ARTICLE 4.
ACCEPTANCE AND CONDITION OF PREMISES

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

ARTICLE 5.
LIENS PROHIBITED

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

ARTICLE 6.
MAINTENANCE

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

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

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

ARTICLE 7.
CONCESSION

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

ARTICLE 8.
FEES

- 8.1 Parking and attendance at LITTLE LEAGUE events shall be free and open to the public.
- 8.2 LITTLE LEAGUE will be responsible for the metered amount of electricity from March 4, 2025, through July 25, 2025, or at the end of the season if earlier and the City is notified. The LITTLE LEAGUE will then be billed for metered amount and will be due the last day of September.
- 8.3 LITTLE LEAGUE is responsible for the maintenance of grass and baseball field dirt to all three fields. If the LITTLE LEAGUE makes improvements to the facilities in the amount of \$2,000 and invoices are submitted, the electric fees will be waived.

ARTICLE 9.
Compliance with Applicable Laws.

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

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

ARTICLE 10.
INDEMNITY and INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 11. SIGNS

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

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

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

ARTICLE 12.
TERMINATION/REMEDIES

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

ARTICLE 13.
REPORTS (SCHOOL, BASEBALL AND SOFTBALL LEAGUES)

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

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

ARTICLE 14.
ASSIGNMENT

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

ARTICLE 15.
CONDEMNATION

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

ARTICLE 16.
ATTORNEY'S FEES

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

ARTICLE 17.
SEVERABILITY

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

ARTICLE 18.
AMENDMENT

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

ARTICLE 19.
NONDISCRIMINATION

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

[Signature Page Follows]

EXECUTED THE _____ DAY OF _____, 2025,

LITTLE LEAGUE:

CITY:

BY: _____
Gonzales Little League President

BY: _____
Timothy L. Crow, City Manager

BY: _____
Parks and Recreation Director

ATTEST:

City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-8 Accepting the contribution from the Gonzales Little League for improvements to the Little League restrooms located at Independence Park and approving the City's Financial Contribution to the project

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Little League Board members and city staff have met several times to discuss the renovation of the little league restroom project near the baseball/softball fields located at Independence Park that is on city property. The restrooms were built in 1998 after the flood and are still in working condition. The City and Little League desires to update the porcelain fixtures which are prone to vandalism to stainless steel. Originally, the Gonzales Little League received a quote for the renovation of the restrooms for a total amount of \$36,769.25. The improvements will include stainless steel fixtures, two ventilating fans, close off the ceiling with plywood, new partitions, and new paint. Once completed, the Little League will provide routine maintenance to the restrooms during the baseball/softball season. After much discussion City staff and the board agreed that City staff could provide in-kind services to reduce the costs of the project. City staff will provide all labor for the demo and install of the project and the equipment/materials for the installation of a 2" water line. The Little League will provide the funding for the materials for the renovation in the amount of \$11,157.34.

POLICY CONSIDERATIONS:

The Texas Constitution Section 52 prohibits the gift of public funds to any individual, however an expenditure of public funds for a public purpose is not prohibited. Therefore, the City Council must determine if this project indeed serves a public purpose and the dollar amounts that the City will be contributing.

FISCAL IMPACT:

The approximate total cost to Gonzales Little League is \$11,157.34 (including three urinals; two ADA toilets; two ADA sinks and one standard toilet all stainless steel, new partitions, plywood for the ceiling, two vent fans), plus painting of both restrooms. The renovations will take approximately four employees three weeks (120 hours) to complete with an approximate labor cost being \$10,878.48. Additionally, the Water/Wastewater Department will install a new 2" water line with an approximate cost of \$3,582.18 for labor, equipment and materials. The City's total approximate in-kind contribution for this project will be \$14,460.66 it (includes installing 2" water line and labor).

ATTACHMENTS

N/A

STAFF RECOMMENDATION:

Staff respectfully recommend the approval of this resolution.

RESOLUTION NO. 2025-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE CONTRIBUTION FROM THE GONZALES LITTLE LEAGUE FOR IMPROVEMENTS TO THE LITTLE LEAGUE RESTROOMS LOCATED AT INDEPENDENCE PARK AND APPROVING THE CITY'S FINANCIAL CONTRIBUTION TO THE PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The Gonzales Little League has approached City staff with the desire to renovate the little league restrooms near the baseball/softball fields located at Independence Park; and

WHEREAS, the Little League received a quote for a contractor to complete the renovations in the amount of \$36,769.25; and

WHEREAS, Gonzales Little League Board members and city staff have met several times to discuss the renovations to the restroom and decided a collaborative effort for the project was most beneficial to both parties; and

WHEREAS, the Gonzales Little League will be responsible for the purchase of the materials and painting of the restroom which will be an approximate total cost of \$11,157.34; and,

WHEREAS, the approximate labor cost for the city to complete the renovations is \$10,878.48 in labor, equipment and materials; and water service is \$3,582.18 in labor, equipment and materials, for a total approximate contribution for the project being \$14,460.66; and,

WHEREAS, The Texas Constitution Section 52 prohibits the gift of public funds to any individual, however an expenditure of public funds for a public purpose is not prohibited; and,

WHEREAS, the City Council hereby finds that the accepting the Gonzales Little League's city contribution for improvements to the little league restrooms located at Independence Park and approving the city's financial contribution to the project serves a public purpose and is in the best interest of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby accepts the Gonzales Little League's contribution for improvements to the little league restrooms located at Independence Park and approves the city's financial contribution to the project.

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of January 2025.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**COUNCIL AGENDA
ITEM BRIEFING DATA**



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-9 Authorizing the Use of Independence Square including the Parking Lot, and Designated Street Closures for 2025 End of School Year Summer Throwdown

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Jr Main Street Board in partnership with Gonzales Main Street, Inc. are requesting the use of Independence Square, including the parking lot and St. Paul, and St. George Streets for their End of School Year – Summer Throwdown Event on Saturday, May 31, 2025. They intend to block off sections of the square on Friday, May 30, 2025, to set up Main Street Stage and will block off the remainder of the square and street closures surrounding the square on Saturday, May 31, 2025, beginning at 7:00 am. They will remove all barricades at 11:00 p.m. on Saturday, May 31st. The Summer Throwdown event will take place on Saturday, May 31st, 2025, from 5:00pm to 10:00pm. They anticipate a Cook-off, Cornhole Tournament, Food Trucks, Children’s Activities, and Live Entertainment.

POLICY CONSIDERATIONS:

This is a new event that will be planned, promoted, and executed by the Jr. Main Street Board of Gonzales High School.

No alcohol will be sold or consumed at this event.

FISCAL IMPACT:

The total fiscal impact is unknown at this time, however Gonzales Jr Main Street in partnership with Gonzales Main Street, Inc. will solicit donations for promotion of the event and to cover costs. The fiscal impact for the City would include the cost for the Parks Department staff to move and set up the stage (1 hr x \$25.00/hr x 2 employees=\$50.00), the Street Department staff to move the barricades to the square where the Jr Main Street Board and volunteers will be responsible for placing them at the correct locations for the closures (1 hr x \$25.00/hr. x 2 employees=\$50.00), and the cost for the Electric Department to check the electricity to ensure that the vendors have electricity for their vendor booths (1hr at \$35.00/hr.= \$35.00). Approximate in-kind costs to the city would be \$135.00 total.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2025-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES JR MAIN STREET IN PARTNERSHIP WITH GONZALES MAIN STREET, INC. USE OF INDEPENDENCE SQUARE INCLUDING THE PARKING LOT AND DESIGNATED STREET CLOSURES FOR 2025 SUMMER THROWDOWN EVENT ON MAY 31, 2025; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gonzales Jr Main Street in partnership with Gonzales Main Street Inc. uses Independence Square including the parking lot and St. Paul and St. George Streets for the Summer Throwdown event; and

WHEREAS, the event will be held from 5:00 p.m. on Saturday, May 31, 2025 until 10:00 p.m. and will have an approximate attendance of 750 people; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Gonzales Jr Main Street Board in partnership with Gonzales Main Street to use Independence Square, and designated street closures for the Summer Throwdown Event on May 31, 2025, 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 16th day of January 2025.

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	Summer Throwdown 2025		
HOST ORGANIZATION	Jr Main Street Board & Gonzales Main Street, Inc.		
CONTACT NAME	Tiffany Hutchinson-Padilla, Main Street Director & Jennifer Ervin, CTE Counselor		
CONTACT CELL PHONE	[REDACTED]		
EVENT DATE	Saturday, May 31, 2025		
EVENT START TIME 5:00pm	EVENT END TIME	10:00pm	
EVENT LOCATION	Independence Square		
HOLIDAY CELEBRATED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	HOLIDAY: _____	
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: January 9, 2025	

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE	750		
MUSIC	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	LIVE <input checked="" type="checkbox"/>	DJ <input type="checkbox"/>
FOOD	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
ALCOHOL	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	RESPONSIBLE PARTY _____	
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PARADE <input type="checkbox"/>	SHOW <input type="checkbox"/>
PUBLIC OR PRIVATE EVENT	Public Event		
SECURITY	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	# OFFICERS NEEDED (Call 672-8686 for costs)	

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
NUMBER OF OUTLETS NEEDED	all available outlets		
AMPS/WATTS NEEDED	_____		
TENT	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	SET UP DAY/TIME	_____
TENT SIZE:	_____	TAKE DOWN DAY/TIME	_____

STREETS DEPARTMENT

STREETS AFFECTED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Close St George from St Paul to St Joseph and close St Paul from St George to St Lawrence	
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	_____	
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	We will need enough barricades to block off streets	
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	and cones for square closing.	
SET UP TIME	7:00 am - May 31, 2025		
TAKE DOWN TIME	10:00 pm		

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each	_____	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	_____	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	_____	(max 50)
NUMBER OF TRASH CANS	10 -12	(max 25)
SET UP TIME	Friday, May 30, 2025	
TAKE DOWN TIME	Saturday, May 31, 2025	

FOR INFORMATION CONTACT *Kristina Vega, CITY SECRETARY*
(830) 672-2815- City Hall citysecretary@gonzales.texas.gov
(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 (Insuring above indemnity)	\$100,000 per occurrence for property damage

Indemnity

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

Notification

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

Tiffany Hutchinson-Padilla

AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2025-10 Authorizing the City Manager to solicit Requests for Qualifications for City Attorney/Legal Services for the City of Gonzales, Texas

DATE: January 16, 2025

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has engaged the services of Denton Navarro Rodriguez Bernal Santee & Zech, P.C. for the purposes of City Attorney/Legal Services for the City of Gonzales since 2017.

As per Section 9.417(c) Council Member Miller and Hernandez have requested to solicit Requests for Qualifications for City Attorney/Legal Services.

POLICY CONSIDERATIONS:

As per Section 4.05 of the City of Gonzales Home Rule Charter; the city council shall appoint a competent and duly licensed attorney, who is determined to be the most qualified, to be the city attorney. He/she shall receive for his/her services such compensation as may be fixed by the city council and shall hold his/her office at the pleasure of the city council. The city attorney, or such other attorneys selected by the city council, shall represent the city in all litigation. He/she shall be the legal advisor of and attorney and counsel for, the city and all officers and departments thereof.

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

STAFF RECOMMENDATION:

Staff is seeking City Council direction on this item

RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO SOLICIT REQUESTS FOR QUALIFICATIONS FOR CITY ATTORNEY/LEGAL SERVICES FOR THE CITY OF GONZALES, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales is seeking qualified individual or law firm to serve as the City Attorney; and,

WHEREAS, the City Attorney will provide legal counsel and representation to the City Council, City Staff, and City departments on all legal matters; and,

WHEREAS, the City desires to solicit proposals from experienced legal professionals to provide the requested services on the basis of demonstrated competence and qualifications; and

WHEREAS, the City Council finds that it is reasonable and prudent to authorize the City Manager to solicit the RFQ for City Attorney/Legal Services for the City of Gonzales, Texas and 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 authorizes the City Manager solicit a Request for Qualifications (RFQ) for City Attorney/Legal Services for the City of Gonzales.

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

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved 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 16th day of January, 2025.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2025-2 Ordering a Special Election to be held on May 3, 2025, for the purpose of voting on the recall of Council Member District 4

DATE: January 16, 2025

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

As per Article VI, Sec. 6.02 of the City of Gonzales Charter, any elected city official, whether elected to office by the qualified voters of the city or appointed by the city council to fill a vacancy, shall be subject to recall and removal from office by the qualified voters of the city on grounds of incompetency, misconduct or malfeasance in office. Before the question of recall of a councilmember shall be submitted to the qualified voters of the city, a petition demanding such question to be so submitted shall first be filed with the city secretary; which said petition shall be signed by qualified voters of the councilmember district equal in number to at least 25% of the total number of registered voters registered to vote in that district at the last regular City election.

The recall petition must be addressed to the City Council, distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one ground, such as for incompetency, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed, notice of the matters and things charged. Sec. 6.03. The city secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice by certified mail. Sec. 6.04.

A recall petition was filed with the City Secretary on November 4, 2024 at 4:32 p.m. for District 4 Councilmember Miller. The petition consisted of a total of 313 signatures. The number of registered voters for District 4 at the last regular election was 1,040 qualified voters. Twenty-five percent of the number of registered voters would be 260. The City Secretary verified 276 valid signatures affixed to the petition. The City Secretary notified the Councilmember Miller by certified mail on November 5, 2024. Pursuant to Art. VI, Sec. 6.05, within ten (10) days after the date of the filing of the recall petition, the City Secretary shall present such petition to the city council. The City Secretary placed the recall petition on the agenda for November 14, 2024, a date within ten days from the filing of the recall petition.

Pursuant to Sec. 6.06, the officer whose removal is sought may request that a public hearing be held to permit the presentation of facts pertinent to the charges specified in the recall petition. The request must be submitted within five days after such recall petition has been presented to city council. The identified time has passed and the officer did not submit a request for public hearing. Additionally, if the officer whose removal is sought does not resign, then it shall become the duty of the city council to order an election be held on the next authorized uniform election date. If, after the recall election date is established the officer vacates the position then the election shall be cancelled in accordance with State law. Art. VI, Sec. 6.07.

The attached ordinance officially orders the City of Gonzales' Special Election for May 3, 2025 in accordance with the City's Charter and state statutes for the purpose of voting on the recall of Council Member District 4.

POLICY CONSIDERATIONS:

The ordinance ordering the election is consistent with the City of Gonzales Charter and the Texas Election Code.

FISCAL IMPACT:

The estimated cost to the City of Gonzales varies on the actual cost for the equipment and the amount of time the election workers spend on their required duties (hourly rate of pay for election workers). The City has budgeted \$15,000 within the 2024-2025 fiscal year in Account #100-7-101-501 for the City's elections.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this ordinance.

ORDINANCE NO. 2025-2
ORDENANZA NRO. 2025-2

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF VOTING ON THE RECALL OF COUNCIL MEMBER DISTRICT 4; PROVIDING FOR EARLY VOTING; PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

UNA ORDENANZA DE LA CIUDAD DE GONZALES, TEXAS QUE ORDENA UNA ELECCIÓN ESPECIAL QUE SE CELEBRARÁ EL 3 DE MAYO DE 2025, CON EL PROPÓSITO DE VOTAR SOBRE LA DESTITUCIÓN DEL MIEMBRO DEL CONSEJO DEL DISTRITO 4; DISPOSICIÓN PARA LA VOTACIÓN ANTICIPADA; DISPOSICIÓN DE OTROS ASUNTOS RELACIONADOS CON LA ELECCIÓN; Y DISPOSICIÓN DE UNA FECHA DE ENTRADA EN VIGENCIA.

WHEREAS, pursuant to Art. VI, Sec. 6.02 and 6.04, a recall petition was filed with the City Secretary on November 4, 2024, at 4:32 p.m. for Council Member District 4. The petition consisted of a total of 313 signatures. The number of registered voters for District 4 at the last regular election was 1,040 qualified voters. Twenty-five percent of the number of registered voters would be 260. The City Secretary verified 276 valid signatures affixed to the petition. The City Secretary notified Council Member District 4 by certified mail on November 5, 2024; and

EN VISTA DE QUE, en virtud de las secciones 6.02 y 6.04 del artículo VI, se presentó una petición de destitución ante el Secretario de la Ciudad el 4 de noviembre de 2024 a las 4:32 p. m. para el Concejal del Distrito 4. La petición incluía un total de 313 firmas. El número de votantes registrados para el Distrito 4 en la última elección ordinaria fue de 1,040 votantes habilitados. El veinticinco por ciento del número de votantes registrados sería 260. El Secretario de la Ciudad verificó 276 firmas válidas colocadas en la petición. El Secretario de la Ciudad lo notificó al Concejal del Distrito 4 por correo certificado el 5 de noviembre de 2024; y

WHEREAS, pursuant to Art. VI, Sec. 6.05, the City Secretary placed the recall petition on the agenda for November 14, 2024, a date within ten days from the filing of the recall petition; and

EN VISTA DE QUE, en virtud de la sección 6.05 del artículo VI, el Secretario de la Ciudad colocó la petición de destitución en el orden del día para el 14 de noviembre de 2024, una fecha dentro de los diez días posteriores a la presentación de la petición de destitución; y

WHEREAS, pursuant to Art. VI, Sec. 6.06, the officer whose removal is sought may request that a public hearing be held to permit the presentation of facts pertinent to the charges specified in the recall petition. The request must be submitted within five days after such recall petition has been presented to city council. The identified time has passed and the officer did not submit a request for public hearing and has not resigned; and

EN VISTA DE QUE, en virtud de la sección 6.06 del artículo VI, el funcionario que se procura destituir puede solicitar que se celebre una audiencia pública para permitir la presentación de hechos pertinentes a las acusaciones especificadas en la petición de destitución. La solicitud

debe ser presentada dentro de los cinco días posteriores a que dicha petición de destitución se haya presentado al consejo municipal. El tiempo identificado ha transcurrido y el funcionario no presentó una solicitud de audiencia pública y no ha renunciado; y

WHEREAS, pursuant to Art. VI, Sec. 6.07, if the officer whose removal is sought does not resign, then it shall become the duty of the city council to order an election be held on the next authorized uniform election date. If, after the recall election date is established the officer vacates the position then the election shall be cancelled in accordance with State law.

EN VISTA DE QUE, en virtud de la sección 6.07 del artículo VI, si el funcionario que se procura destituir no renuncia, entonces el consejo municipal deberá ordenar una elección a celebrarse en la próxima fecha de elección uniforme autorizada. Si, después de establecer la fecha para la elección de destitución, el funcionario deja vacante el puesto, entonces se cancelará la elección de acuerdo a la ley estatal.

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

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE GONZALES, TEXAS, ORDENA:

Section 1. That a May 3, 2025 special election for the purpose of voting on the recall of Council Member District 4 is hereby Ordered.

This Order of Election is to be posted at the Gonzales Municipal Building on the Bulletin Board used for posting notices of the meetings of the City Council.

Sección 1. Que por la presente se ordena una elección especial el 3 de mayo de 2025 con el fin de votar sobre la destitución del Miembro del Consejo del Distrito 4.

Esta Orden de Elección se publicará en el Tablero de Anuncios del Edificio Municipal de Gonzales que se utiliza para publicar avisos de las asambleas del Consejo Municipal.

Section 2. The City Council of the City of Gonzales finds that it is in the best interest of the public health, safety and interest to conduct a joint election with Gonzales County for the May 3, 2025 election requiring the use of polling locations and early voting hours as determined by Gonzales County.

Sección 2. El Consejo Municipal de la Ciudad de Gonzales halla que es en el mejor interés de la salud, la seguridad y el interés público celebrar una elección conjunta con el Condado de Gonzales para la elección del 3 de mayo de 2025 que requiera del uso de los lugares de votación y los horarios de votación anticipada que el Condado de Gonzales determine.

Section 3. The Election Administrator for Gonzales County shall serve as early voting clerk; the appointment of a deputy clerk or clerks for early voting by the Election Administrator shall be in accordance with the law.

Sección 3. El Administrador de Elecciones del Condado de Gonzales actuará como oficial de votación anticipada; la designación de un suboficial o suboficiales para la votación anticipada por el Administrador de Elecciones se hará en conformidad con la ley.

Section 4. On Election Day, May 3, 2025, the polls shall be open between the hours of 7:00 a.m. and 7:00 p.m., at the locations established by Gonzales County on the dates and times as follows, or as may be amended by Gonzales County, per the contract.

Gonzales County Election Precinct
Pct. 1, 2, 3, 12

Voting Location
Randle Rather Bldg, 427 St. George,
STE 100, Gonzales, TX 78629

Sección 4. El Día de Elección, el 3 de mayo de 2025, las casillas abrirán en el horario de 7:00 a.m. a 7:00 p.m., en los lugares de votación establecidos por el Condado de Gonzales en las siguientes fechas y horarios o según el Condado de Gonzales los modifique en virtud del contrato.

Precinto electoral del
Condado de Gonzales
Precinto 1, 2, 3, 12

Lugar de Votación
Randle Rather Bldg, 427 St. George,
STE 100, Gonzales, TX 78629

Section 5. Early Voting by personal appearance shall commence on April 22, 2025 and continue through April 29, 2025, at the locations established by Gonzales County on the dates and times as follows, or as may be amended by Gonzales County, per the contract.

Main Early Voting Location:
Randle-Rather Building – EV Election Room
427 St. George, Gonzales, Texas 78629

April 22 nd -April 25 th	Tuesday – Friday	8:00 a.m. – 6:00 p.m.
April 28 th -April 29 th	Monday-Tuesday	8:00 a.m. – 5:00 p.m.

Additionally, early voting locations will be identified in the contract executed with Gonzales County.

Sección 5. La votación anticipada en persona empezará el 22 de abril de 2025 y continuará hasta el 29 de abril de 2025, inclusive, en los lugares de votación establecidos por el Condado de Gonzales en las siguientes fechas y horarios o según el Condado de Gonzales los modifique en virtud del contrato.

Lugar principal de votación anticipada:
Randle-Rather Building – Sala de elección de votación anticipada
427 St. George, Gonzales, Texas 78629

22 de abril al 25 de abril	Martes a viernes	8:00 a.m. – 6:00 p.m.
28 de abril y 29 de abril	Lunes y martes	8:00 a.m. – 6:00 p.m.

Además, los lugares de votación anticipada serán identificados en el contrato firmado con el Condado de Gonzales.

Section 6. Applications for ballot by mail shall be received by the Gonzales Election Administrator at 427 St. George, Ste 306, Gonzales, Texas 78629 no later than close of business on April 22, 2025.

Sección 6. Las solicitudes de boletas por correo serán recibidas por el Administrador de Elecciones de Gonzales en 427 St. George, Ste 306, Gonzales, Texas 78629 hasta el cierre de operaciones el 22 de abril de 2025.

Section 7. This election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote in the election. The City Secretary and Mayor are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Sección 7. Esta elección se celebrará en conformidad con la Constitución del Estado de Texas y el Código Electoral, y todos los votantes habilitados residentes de la Ciudad serán elegibles para votar en la elección. Por la presente, se autoriza e instruye a la Secretaria de la Ciudad y al Alcalde a que tomen todas y cada una de las medidas necesarias para cumplir con las disposiciones del Código para realizar y celebrar la elección, sean expresamente autorizadas en la presente o no.

Section 8. The Mayor and/or the City Secretary of the City of Gonzales are hereby authorized to execute and/or issue, for and on behalf of the City, such orders, documents, and forms as may, from time to time, be promulgated by the Secretary of State of the State of Texas in conjunction with the election herein ordained.

Sección 8. Por la presente, se autoriza al Alcalde y/o la Secretaria de la Ciudad de la Ciudad de Gonzales a firmar y/o expedir para la Ciudad y en su nombre, ciertas órdenes, documentos y formas como pueda, periódicamente, promulgar la Secretaría del Estado de Texas en conjunto con la elección ordenada en este documento.

Section 9. Said election shall be held in accordance with Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

Sección 9. Dicha Elección se llevará a cabo de acuerdo con el Código Electoral de Texas y la Ley Federal de Derecho al Voto de 1965 y sus enmiendas.

Section 10. It is hereby declared to be the intention of the City Council of the City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any

of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Sección 10. Por la presente, se declara que es intención del Consejo Municipal de la Ciudad que las frases, cláusulas, oraciones, párrafos y secciones de esta Ordenanza sean divisibles, y si cualquier frase, cláusula, oración, párrafo o sección de esta Ordenanza fuera declarado inconstitucional por el fallo o decreto válido de cualquier tribunal con competencia jurisdiccional, dicha inconstitucionalidad no afectará ninguna de las frases, cláusulas, oraciones, párrafos o secciones restantes de esta Ordenanza, debido a que la misma hubiera sido promulgada por el Consejo Municipal sin la incorporación en esta Ordenanza de cualquiera de esas frases, cláusulas, oraciones, párrafos o secciones inconstitucionales.

Section 11. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

Sección 11. Por la presente, se halla y se determina oficialmente que la asamblea en la cual esta Ordenanza fue adoptada estuvo abierta al público y que se dio aviso público de la hora, el lugar y el propósito de dicha asamblea según lo exige la Ley de Asambleas Públicas en el Capítulo 551 del Código de Gobierno de Texas y sus enmiendas.

Section 12. This ordinance shall become effective immediately upon its passage.

Sección 12. Esta ordenanza entrará en vigencia inmediatamente después su aprobación.

PASSED AND ADOPTED this 16th day of January, 2025.

APROBADA Y ADOPTADA el 16 de enero de 2025.

Mayor (Alcalde), S.H. Sucher

ATTEST (ATESTIGUA):

Kristina Vega, City Secretary (Secretaria de la Ciudad)