

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET  
AGENDA –SEPTEMBER 9, 2021 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.

**BUDGET AND TAX RATE ITEMS**

- 1.1 Discuss, Consider & Possible Action on **Ordinance #2021-22** Approving the Operating Budget for the City of Gonzales and the Gonzales Economic Development Corporation for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; Renewing the City's Financial Policy, Investment Policy, and Budget Contingency Policy.
- 1.2 Discuss, Consider & Possible Action Approving **Resolution #2021-69** to Ratify the Property Tax Increase Reflected in the Budget as required by Texas Local Government Code Section 102.007 when adopting a budget that will require raising more revenues from property taxes than in the previous year.
- 1.3 Discuss, Consider & Possible Action on **Ordinance #2021-23** Approving the 2021 Ad Valorem Tax Rate and Levy of Assessed Valuation of All Taxable Property Within the Corporate Limits of the City of Gonzales, Texas.
- 1.4 Discuss, Consider & Possible Action on **Resolution #2021-70** Authorizing and Adopting the Investment Policy for the City of Gonzales

- 1.5 Discuss, Consider & Possible Action on **Ordinance #2021-24** Adopting the City of Gonzales Rate and Fee Schedule and for various city services; consolidating those fees for convenience; and amending the City of Gonzales Code of Ordinances

### **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 August 12, 2021 Regular Meeting & September 2, 2021 Special Called Meeting
- 2.2 Discuss, Consider & Possible Action on **Resolution #2021-71** 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 #2021-72** Authorizing the City Manager to Enter into an Agreement with United States Department of Justice, Drug Enforcement Administration (“DEA”).
- 2.4 Discuss, Consider & Possible Action on **Resolution #2021-73** Authorizing the Use of the Independence Square by the Ministerial Alliance of Gonzales for a Trunk or Treat Event and Authorizing the Closure of Certain Streets.

### **RESOLUTIONS**

- 3.1 Discuss, Consider & Possible Action on **Resolution #2021-74** Authorizing the City Manager to Execute Addendum Four to the Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations, Day-to-Day Maintenance Services, and Meter Data Collection.
- 3.2 Discuss, Consider & Possible Action on **Resolution #2021-75** Authorizing Amendments to the City of Gonzales Personnel Manual incorporating a Mental Health Leave Policy and Quarantine Leave Policy for emergency personnel
- 3.3 Discuss, Consider & Possible Action on **Resolution #2021-76** Approving a Type B Economic Development Project Funding Agreement Relating to Financing Real Property Interests in J.B. Wells Park for the City of Gonzales, Texas by and between the City of Gonzales, Texas, and the Gonzales Economic Development Corporation, said agreement to be dated, September 15, 2021, and conditioned on the City not being receipt of a petition signed by more than 10% of registered voters by September 14, 2021
- 3.4 Discuss, Consider & Possible Action on **Resolution #2021-77** Approving an Administrative Services Agreement with The Gonzales Economic Development Corporation, A Type B Economic Development Corporation

- 3.5 Discuss, Consider & Possible Action on **Resolution #2021-78** Approving the Gonzales Economic Development Corporation's Economic Development Lending And Collections Policy
- 3.6 Discuss, Consider & Possible Action on **Resolution #2021-79** Approving an Amendment to Original Agreement Between the Gonzales Economic Development Corporation and Hotel Alcalde, Inc.
- 3.7 Discuss, Consider & Possible Action on **Resolution #2021-80** Approving an Amendment to Original Agreement and Amendments Between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC, A Texas Limited Liability Company
- 3.8 Discuss, Consider & Possible Action on **Resolution #2021-81** Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League

#### **ORDINANCES**

- 4.1 Discuss, Consider & Possible Action on **Ordinance #2021-25** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2020 and Ending September 30, 2021 in the amount of \$345,386.44

#### **STAFF/BOARD REPORTS**

- 5.1 Financial Report for the month of August 2021
- 5.2 City Manager, Tim Patek will update the City Council on the following:
  - District wide clean-ups
  - Hydro-electric inspection conducted by FERC

#### **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) state and local authority related to public health and safety decisions including mask mandates and potential vaccination incentives
  - B) Opioid settlement funding
- (2) Pursuant to Section 551.087 of the Texas Government Code, the City of Gonzales will consult in closed session (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

A) Project A

**RETURN TO OPEN SESSION**

7.1 Discuss and Consider any Action Resulting from Closed Session as Necessary

**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 September 9, 2021, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 3<sup>rd</sup> day of September, 2021 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 \_\_\_\_\_, 2021 at \_\_\_\_\_ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

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Kristina Vega, City Secretary

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

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Ordinance #2021-22 Approving the Operating Budget for the City of Gonzales and the Gonzales Economic Development Corporation for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; Renewing the City's Financial Policy, Investment Policy, and Budget Contingency Policy

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

The proposed budget and all supporting schedules were filed with the City Secretary on August 17, 2021.

Required notices of a Public Hearing were published in the Gonzales Inquirer and posted on the City's website in accordance with Section 102.0065 of the Local Government Code. The City Council held a public hearing on the budget on September 2, 2021.

Section 9.09 of the City of Gonzales Charter states, after public hearing, the City Council must analyze the budget, making any additions or deletions which they deem appropriate, and must, at least ten (10) days before the beginning of the next fiscal year, adopt the budget by the affirmative vote of a majority of the full membership of the city council.

Since the budget was first filed, based upon input from the public, City Council and staff, the following changes were made to the budget before the Council for adoption:

Changes to the Budget originally submitted are listed below:

1. Staff requested that \$7,200 be added to the water department for completing the Senate Bill 3 requirements which was enacted in direct response to this past winter's Winter Storm Uri. It requires water systems to develop and implement an Emergency Preparedness Plan and to submit those plans to TCEQ for review and approval.

The Charter also sets out the documentation required to be in the budget. Staff has included all statutorily required documentation as well as descriptive and analytical information. We have also included a contingency plan that outlines steps to be taken in the event that revenues do not meet expectations; and a 5-year Capital Improvement Plan.

In accordance with LGC 102.007 on September 2, 2021 at the close of the Public Hearing on the 2021-2022 Budget, the Council took action to postpone the adoption of the budget until today's meeting. (September 9<sup>th</sup>).

**POLICY CONSIDERATIONS:**

This budget sets forth the fiduciary policies for the City of Gonzales and the Gonzales Economic Development Corporation for the upcoming fiscal year beginning October 1, 2021 and ending September 30, 2022. This budget will renew the City's Financial Policy, Investment Policy and the Budget Contingency Plan.

**FISCAL IMPACT:**

The total proposed budget is \$\_\_\_\_\_ in total revenues and \$\_\_\_\_\_ in total expenditures. The City received the Certificate of Obligation Series 2019 revenues in the 2018-2019 budget, and there is \$565,975 of those funds to be spent in the 2021-2022 budget. The budget for the General Fund and JB Wells together is expenditures over revenue by \$463,839. Expenditures are exceeding revenue in the Electric Fund, Wastewater Fund, Solid Waste Fund, Capital Projects for Business Type Activities Fund, Restricted Use Fund, Capital Projects for Governmental Activities Fund and Economic Development Fund which all of these funds will balance using their fund balance. Revenues are exceeding expenditures in the Water Fund, and Debt Service Fund.

**ATTACHMENTS:**

Attachments:  
Budget 2021-2022

**STAFF RECOMMENDATION:**

Staff respectfully recommends approval of this ordinance.

**ORDINANCE NO. 2020-22**

**AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF GONZALES, TEXAS; PROVIDING FOR THE FILING OF THE BUDGET; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; RENEWING THE CITY'S FINANCIAL POLICY, INVESTMENT POLICY AND BUDGET CONTINGENCY POLICY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gonzales is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Manager of the City of Gonzales submitted a budget proposal to the City Council prior to the beginning of the fiscal year, and in said budget proposal set forth the estimated revenues and expenditures and made the detailed classification as required by the City Charter of the City of Gonzales, Texas; and

**WHEREAS**, the City Council finds that all provisions pertaining to the adoption of a budget contained in the City Charter have been in all things complied with; and

**WHEREAS**, a Public Hearing was held by the City Council of the City of Gonzales, Texas on the September 2, 2021; and

**WHEREAS**, after full and final consideration, the City Council is of the opinion that the budget should be approved and adopted.

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

**SECTION 1.** The budget of the expenditures of the City of Gonzales for the ensuing fiscal year beginning October 1, 2021, and ending September 30, 2022, be, and the same is in all things, adopted and approved as the said City of Gonzales budget for the Fiscal Year beginning the first day of October 2021, and ending the thirtieth day of September 2022.

**SECTION 2.** The sums below are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved budget document:

**2020-2021 Budget**

General Fund/w JB Wells	10,484,603
Electric Fund	10,989,032
Water Fund	1,914,509
Wastewater Fund	3,098,509

Solid Waste Fund	734,627
Capital Projects Fund for Bus. Act.	537,900
Debt Service Fund-Governmental	1,247,700
Restricted Use Fund	581,480
Capital Projects Fund for Gov. Act.	28,075
<u>Economic Development Fund</u>	<u>1,989,913</u>
Total	31,606,346

**SECTION 3.** A true and correct copy of this ordinance along with the approved budget attached hereto, and any amendments thereto, shall be filed with the City Secretary. In addition, the City Manager is hereby directed to file or cause to be filed a true and correct copy of this ordinance along with the approved budget attached hereto, and any amendments thereto, in the office of the County Clerk of Gonzales, Texas, as required by law.

**SECTION 4.** Record Vote.

FOR:

AGAINST:

PRESENT BUT ABSTAINED FROM VOTING:

ABSENT:

**SECTION 5.** This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Gonzales, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such a Code are hereby repealed.

**SECTION 6.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be 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, and 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.

**SECTION 7.** This ordinance shall be in full force and effect from and after its final passage, and it is so ordained.



**PASSED, ADOPTED, AND APPROVED** this 9th day of September, 2021.

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

**DRAFT**

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-69 to Ratify the Property Tax Revenue Increase Reflected in the Fiscal Year 2021-2022 Budget as required by Texas Local Government Code Section 102.007 when adopting a budget that will require raising more revenues from property taxes than in the previous year

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

As per Local Government Code §102.007 adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

The budget includes a decrease in the property tax rate of \$0.3511 to \$0.3252, which is a decrease of \$0.0259 per \$100.00 valuation.

### **POLICY CONSIDERATIONS:**

This is consistent with the requirements of Local Government Code §102.007.

### **FISCAL IMPACT:**

The tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 5.11% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new-revenue tax rate calculated under Chapter 26, Tax Code).

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

**RESOLUTION NO. 2021-69**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2021-2022 BUDGET AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 102.007 WHEN ADOPTING A BUDGET THAT WILL REQUIRE RAISING MORE REVENUES FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, as per Local Government Code §102.007(c) adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget; and

**WHEREAS**, a vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law; and

**WHEREAS**, the budget includes a decrease in the property tax rate of \$0.3511 to \$0.3252, which is a decrease of \$0.0259 per \$100.00 valuation; and

**WHEREAS**, the tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 5.11% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new-revenue tax rate calculated under Chapter 26, Tax Code).

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

Section 1. That the foregoing legislative findings are found to be true and incorporated herein.

Section 2. The City Council of the City of Gonzales, Texas hereby ratifies the property tax revenue increase reflected in the Fiscal Year 2021-2022 Budget in accordance with Section 102.007(c) of the Texas Local Government Code.

Section 3. Record Vote. The Resolution was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

FOR:

AGAINST:

PRESENT BUT ABSTAINED FROM VOTING:

ABSENT:

This Resolution is effective immediately upon passage.

**PASSED AND APPROVED this 9th day of September, 2021.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Ordinance #2021-23 Approving the 2021 Ad Valorem Tax Rate and Levy of Assessed Valuation of All Taxable Property Within the Corporate Limits of the City of Gonzales, Texas

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

As per §102.009 of the Texas Local Government Code the budget appropriating revenues generated for the use and support of the municipal government of the City of Gonzales has been approved and adopted by the City Council of the City of Gonzales. On August 12, 2021 the City Council of the City of Gonzales approved the preliminary maximum tax rate of \$0.3252 per \$100.00 valuation for fiscal year 2021-2022.

The proposed rate exceeds the lower of the voter-approval tax rate or the no-new revenue tax rate calculated as provided by Chapter 26 of the Tax Code, therefore, a Public Hearing was required. The required Public Hearing was advertised and held in accordance with Tax Code §26.06 on the following date: Public Hearing-September 2<sup>nd</sup>.

The components of the proposed ad valorem tax rate of \$0.3252 per \$100.00 valuation is below:

\$0.1736 for Maintenance and Operation (M&O)

\$0.1516 for Debt Service (I&S)

\$0.3252 Total Tax Rate

### **POLICY CONSIDERATIONS:**

This is consistent with the requirements of the Local Government Code and the Tax Code. The vote on the ordinance, resolution, or order setting the tax rate that exceeds the no-new revenue tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution or order.

### **FISCAL IMPACT:**

If the tax rate of \$0.3252 is adopted, the tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 5.11% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new revenue tax rate calculated under Chapter 26, Tax Code).

### **STAFF RECOMMENDATION:**

Respectfully request approval of this ordinance.

**ORDINANCE NO. 2021-23**

**AN ORDINANCE OF THE CITY OF GONZALES, TEXAS APPROVING THE APPRAISAL ROLL; SETTING THE TAX RATE; LEVYING AND ASSESSING GENERAL AND SPECIAL AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF GONZALES, TEXAS; APPORTIONING THE LEVIES FOR SPECIFIC PURPOSES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Gonzales submitted the tax rate proposal to the City Council prior to the beginning of the fiscal year, and in said tax rate proposal set forth the estimated necessary tax rate required to provide adequate revenues for the general use and support of the Municipal Government of the City of Gonzales, Texas; and

**WHEREAS**, the City Council finds that all provisions pertaining to the adoption of an ad valorem rate have been in all things complied with; and

**WHEREAS**, a Public Hearing was held by the City Council of the City of Gonzales on the 2<sup>nd</sup> day of September 2021; and

**WHEREAS**, after a full and final consideration, the City Council is of the opinion the tax rate and ad valorem tax appraisal roll should be approved and adopted; and

**WHEREAS**, the adjusted tax value for 2021 is \$530,078,370 which was an increase of \$64,362,252 from the 2020 adjusted value of \$465,715,845 resulting in the tax revenue increase even though the tax rate is decreasing; and

**WHEREAS**, the taxes have been levied in accordance with the adopted 2021-22 budget as required by state law.

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

**SECTION 1.** The ad valorem tax appraisal roll and no-new revenue tax rate information as presented by the tax assessor for the tax year 2021, be and is hereby in all things approved and adopted.

**SECTION 2.** THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

**SECTION 3.** THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.46 PERCENT (MAINTENANCE AND OPERATION TAX RATE ABOVE THE EFFECTIVE MAINTENANCE AND

**OPERATION TAX RATE) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.80.**

**SECTION 4.** THE BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$88,200 OR 5.39% AND OF THAT AMOUNT \$8,176 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR. (BASED ON \$0.3252)

**SECTION 5.** THE ADOPTION OF \$0.3252 WILL DECREASE YOUR PROPERTY TAXES BY 2.59 CENTS (\$0.0259) FROM \$0.3511 CENTS TO \$0.3252 CENTS. THIS WILL DECREASE YOUR CITY TAXES BY \$2.158 PER MONTH (\$25.90) A YEAR ON A \$100,000 VALUED PROPERTY.

**SECTION 6.** The tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 5.11% (percentage by which proposed tax rate exceeds lower of the voter-approval tax rate or no-new revenue tax rate calculated under Chapter 26, Tax Code).

**SECTION 7.** There is hereby levied and assessed and there shall be collected for the tax year 2021 for the general use and support of the Municipal Government of the City of Gonzales, Texas a total of ad valorem tax of \$0.3252 on each One Hundred Dollars (\$100.00) of valuation of property - real and personal – within the corporate limits of the City of Gonzales, Texas, subject to taxation. The assessment ration shall be One Hundred percent (100%).

**SECTION 8.** The City Council of the City of Gonzales, Texas, does hereby levy or adopt the tax rate on \$100.00 valuation for this city for tax year 2020 as follows:

1.	\$0.1736	for the purpose of maintenance and operation
<u>1.</u>	<u>\$0.1516</u>	for the payment of principal, interest and Administration fees on debt
2.	\$0.3252	total tax rate

**SECTION 9.** It is hereby declared to be the intention of the City Council 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, and 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.

**SECTION 10.** This ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

**SECTION 11.** Ad valorem taxes for the year are due and payable on October 1, 2021 and shall become delinquent after January 31, 2022. A delinquent tax shall incur all penalty and interest authorized by state law, Section 33.01 of the Property Tax Code. Taxes that remain delinquent on and after July 1, 2022, incur an additional penalty of 15% of the amount of the taxes, penalty and interest due, such additional penalty to defray the cost of collection as authorized in Section 6.300 of the Property Tax Code. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

**SECTION 12.** Taxes are payable at the office of the Gonzales County Tax Assessor-Collector.

**SECTION 13.** Record Vote.

FOR:

AGAINST:

PRESENT BUT ABSTAINED FROM VOTING:

ABSENT:

**Severability.** If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

All ordinances and resolutions or parts of ordinances or resolutions in conflict with the ordinance are repealed.

**PASSED, ADOPTED, AND APPROVED** this 9<sup>th</sup> day of September, 2021.

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary



## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-70 Authorizing and Adopting the Investment Policy for the City of Gonzales

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

Council is required to adopt the Investment Policy by Resolution each year. The Investment Policy guides staff on how to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City of Gonzales and conforming to Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code and all other State and local statutes governing investment of public funds. In previous years, the Investment Policy has been adopted with the Budget Ordinance stating it renews the Investment Policy. Staff is having it adopted separately for the 2021-2022 budget.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

As per City of Gonzales Investment Policy; no changes to current policy.

## **RESOLUTION 2021-70**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING AND ADOPTING THE INVESTMENT POLICY FOR THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Investment Policy Adoption states that Council is required to adopt the Investment Policy by Resolution each year; and

**WHEREAS**, the Investment Policy guides staff on how to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City of Gonzales and conforming to Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code and all other State and local statutes governing investment of public funds.

**WHEREAS**, in previous years, the Investment Policy has been adopted with the Budget Ordinance stating it renews the Investment Policy. Staff is having it adopted separately for the 2020-2021 budget.

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby authorizes adopts the Investment Policy for the City of Gonzales.

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 therein.

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 9<sup>th</sup> day of September, 2021.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

**CITY OF GONZALES  
GONZALES ECONOMIC DEVELOPMENT CORPORATION  
INVESTMENT POLICY**

**I. Policy**

Throughout this Investment Policy, the City of Gonzales and Gonzales Economic Development Corporation, shall be singularly referred to as “ENTITY” and collectively referred to as “GONZALES.”

It is the policy of GONZALES to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of GONZALES and conforming to the Public Funds Investment Act (“PFIA”), Chapter 2256 of the Texas Government Code and all other State and local statutes governing the investment of public funds.

**II. Scope**

This Investment Policy applies to all funds or financial resources available for investment under GONZALES’s financial control and accounted for in the City of Gonzales’s Comprehensive Annual Financial Report (CAFR) which includes the General Fund, Debt Service Fund, Special Revenue Fund, Capital Projects Fund, Electric Enterprise Fund, Water and Sewer Enterprise Fund, Gonzales Economic Development Corporation Fund, and any new fund created by GONZALES unless specifically exempt.

To maximize the effective investment of assets, all funds may pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

**III. Prudence**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment Officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual investment’s credit risk or market price changes, provided deviation from expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

**IV. Objective**

The primary objectives, in priority order, of GONZALES investment activities shall be:

- A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of GONZALES shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual investments do not exceed the income generated from the remainder of the portfolio.
- B. **Liquidity:** The GONZALES investment portfolio will remain sufficiently liquid to enable GONZALES to meet all operating requirements which might be reasonably anticipated.
- C. **Public Trust:** Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in GONZALES’s ability to govern effectively.

- D. **Return on Investments:** GONZALES's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with GONZALES's investment risk constraints and the cash flow characteristics of the portfolio.

#### **V. Delegation of Authority**

Management responsibility for the investment program is hereby delegated to the City Manager and the Chief Financial Officer of the City of Gonzales (the "Investment Officers"). The Chief Financial Officer shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Chief Financial Officer. The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

#### **VI. Ethics and Conflicts of Interest**

Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officers shall disclose to GONZALES any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of GONZALES, particularly with regard to the time of purchases and sales.

Investment Officers involved in the investment process shall adhere to the business relationship and other disclosure requirements as described in the PFIA by filing statements with the Texas Ethics Commission and each ENTITY's governing body.

#### **VII. Authorized Broker/Dealers**

The list of authorized broker/dealers shall be annually approved by each ENTITY's governing body. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

- A. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) certification, trading resolution, and/or proof of State registration, as applicable.
- B. Requirement and Selection of all Investment Providers:
1. The qualified representative of the organization offering to engage in an investment transaction must execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the organization and GONZALES.

It is at the discretion of the Investment Officer as to which authorized broker/dealer shall be used for any buy/sell transactions.

## **VIII. Investment Strategy**

GONZALES's basic investment strategy for all financial assets is to preserve principal. In order to achieve that objective, GONZALES restricts the authorized investment instruments to those with suitable and limited credit and market risk. In order to make effective use of GONZALES's resources, all monies may be pooled into one portfolio, if practical, except for those monies required to be accounted for in other accounts as stipulated by applicable laws, bond covenants, ordinances, contracts, agreements or other policies.

The objective of liquidity stems from the need of GONZALES to maintain available cash balances sufficient to cover financial outlays. Since the timing and amount of some financial disbursements are not predictable, fund-type strategies shall adjust for the uncertainty of projected cash flows.

Investment marketability will be maintained based on the fund-type strategies to sufficiently and reasonably assure that investments could be liquidated prior to the maturity, if cash needs dictate.

Whenever practical or appropriate, it is the policy of GONZALES to diversify its investment portfolio. Assets held in the investment portfolio may be diversified to minimize the risk of loss resulting from concentration of assets in a specific maturity, a specific issuer, or a specific class of investment.

GONZALES funds shall seek to achieve a competitive yield appropriate for each strategy. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax-exempt debt proceeds shall be invested to maximize the interest earnings retained by GONZALES, while at the same time fully complying with all applicable State laws and federal regulations, including the arbitrage rebate regulations. A competitive yield environment shall be achieved by soliciting quotes from multiple investment providers, monitoring comparable investment alternatives, and reviewing general market conditions.

The overall investment strategy of GONZALES is based on the premise that a certain amount of GONZALES's funds will be needed to pay current year expenditures or for projects that are to be complete within a specific time frame. Remaining funds are considered to be reserves and, barring any unforeseen emergencies or events beyond GONZALES's control, it is considered that these funds may be invested, within the maturity limits of this Policy, in an advantageous position on the yield curve. It is understood that investments in longer term instruments are sensitive to changes in interest rates and other market conditions; however, it is GONZALES's belief that such investments may be held to maturity if necessary.

GONZALES may maintain one portfolio in which all funds under its control are pooled for investment purposes. Within the pooled portfolio are fund components, each having an investment strategy as described below:

- A. Governmental Funds – the funds through which most governmental functions are financed and the primary operating funds of GONZALES. The investment strategy must allow for the investment of anticipated cash flows to meet the anticipated expenditures of the following funds:
  - 1. General Fund
  - 2. Debt Service Fund
  - 3. Special Revenue Fund
  - 4. Capital Projects Fund
  - 5. Gonzales Economic Development Corporation Fund
- B. Proprietary Funds - the funds used in GONZALES's business-type activities or Enterprise activities financed primarily by user charges and fees. The strategy for these funds is to time investment maturities to anticipated cash requirements. The projects may require investments with short to intermediate maturities.
- C. The Debt Service and Interest/Sinking Funds should consist of short-term investments, whose maturities meet the scheduled debt service payments. Reserves may be invested in longer-term investments.

- D. Special Revenue Fund and other Non-operating Funds investments should be in short-term instruments with maturities laddered to meet projected cash needs. Reserves are idle funds that may be invested in intermediate to long-term investments after analysis of future plans for use of the funds.

### **IX. Authorized & Suitable Investments**

GONZALES is empowered by statute to invest in the following:

- A. Obligations of, or guaranteed by, governmental entities:
1. obligations of the United States or its agencies and instrumentalities;
  2. direct obligations of this State or its agencies and instrumentalities;
  3. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities; and
  4. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- B. Financial Institution Deposits: A financial institution deposit is an authorized investment under this Policy if the deposit is with a state or national bank, a savings and loan association, or credit union that is:
1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund, or its successor;
  2. secured by obligations that are described in Section XII Collateralization;
  3. executed through a depository institution or broker that has its main office or a branch office in Texas and meets the requirements of the PFIA.
- C. Mutual Funds:
1. A no-load money market mutual fund is an authorized investment under this Policy if the mutual fund:
    - (a) is registered with and regulated by the Securities and Exchange Commission;
    - (b) provides GONZALES with a prospectus and other information as required by the PFIA and federal regulations;
    - (c) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share; and
    - (d) is continuously rated no lower than AAAm or at an equivalent rating by one nationally recognized rating service.
  2. GONZALES is not authorized by this section to invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

#### D. Investment Pools:

1. GONZALES may invest its funds and funds under its control through an eligible investment pool if each ENTITY's governing body by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the PFIA.
2. To be eligible to receive funds from and invest funds on behalf of an entity under the PFIA, an investment pool must furnish to the Investment Officers or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains at a minimum, the following information:
  - (a) the types of investments in which money is allowed to be invested;
  - (b) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
  - (c) the maximum stated maturity date any investment security within the portfolio has;
  - (d) the objectives of the pool;
  - (e) the size of the pool;
  - (f) the names of the members of the advisory board of the pool and the dates their terms expire;
  - (g) the custodian bank that will safekeep the pool's assets;
  - (h) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
  - (i) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
  - (j) the name and address of the independent auditor of the pool;
  - (k) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
  - (l) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
3. To maintain eligibility to receive funds from and invest funds on behalf of an entity under the PFIA, at a minimum an investment pool must furnish to the Investment Officer or other authorized representative of the entity:
  - (a) investment transaction confirmations; and
  - (b) a monthly report that contains, as a minimum, the following information:
    - (1) the types and percentage breakdown of securities in which the pool is invested;



- (2) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
  - (3) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
  - (4) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
  - (5) the size of the pool;
  - (6) the number of participants in the pool;
  - (7) the custodian bank that is safekeeping the assets in the pool;
  - (8) a listing of daily transaction activity of the entity participating in the pool;
  - (9) the yield and expense ratio of the pool;
  - (10) the portfolio managers of the pool; and
  - (11) any changes or addenda to the offering circular.
4. GONZALES, by contract, may delegate to an investment pool the authority to hold legal title as custody of investments purchased with its local funds.
  5. Investment Pool "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission.
  6. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.
  7. An Investment pool must have an advisory board composed:
    - (a) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for pools created under Chapter 791 Texas State Code and managed by a state agency; or
    - (b) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
  8. A public funds investment pool must be continuously rated no lower than AAA or AAAm or at an equivalent rating by one nationally recognized rating service.

#### **X. Unauthorized Investments**

The following are not authorized investments under this section:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; and
- C. Collateralized mortgage obligations.

Any Authorized & Suitable Investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. GONZALES shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating. Additionally, GONZALES is not required to liquidate investments that were authorized at the time of purchase.

### **XI. Depository**

In compliance with state legislation, a primary Depository shall be selected through GONZALES'S banking services procurement process, which shall include a formal request for application (RFA). In selecting a depository the Chief Financial Officer shall conduct a review of prospective depository's credit characteristics and financial history.

No public deposit shall be made except in a qualified public depository as established by State laws.

### **XII. Collateralization**

Collateralization will be required on two types of investments: financial institution deposits (in amounts exceeding F.D.I.C. insurance coverage) and repurchase agreements. With the exception of Letters of Credit issued for 100% of amount, the minimum collateralization level will be 102% of market value of principal and accrued interest, less F.D.I.C. insurance when applicable.

GONZALES chooses to limit collateral (including letters of credit) to the obligations of, or guaranteed by, governmental entities as outlined in Section IX.A.

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. GONZALES reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as depositories will be required to sign a depository agreement with GONZALES. The collateralized deposit portion of the agreement shall define GONZALES's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and GONZALES contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to GONZALES; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

Securities pledged as collateral shall be held by an independent third party with whom GONZALES has a custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities at default, and the method of valuation of securities.

### **XIII. Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, entered into by GONZALES shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Investment Officers and evidenced by safekeeping receipts.

### **XIV. Electronic Fund Transfer**

GONZALES may use electronic means to transfer or invest all funds collected or controlled by the local government.

### **XV. Diversification**

GONZALES will diversify its investments by types, maturity dates, and/or institutions, as appropriate.

### **XVI. Maximum Maturities**

To the extent possible, GONZALES will attempt to match its anticipated cash flow requirements with maturing investments. Unless matched to a specific cash flow, GONZALES will not directly invest in instruments maturing more than 2 years from the date of purchase. However, GONZALES may collateralize its repurchase agreements using longer-dated investments not to exceed 5 years to maturity.

Reserve funds may be invested in instruments up to and including 5 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

### **XVII. Internal Control**

The Chief Financial Officer shall establish an annual process of independent review by an external auditor in conjunction with the annual audit. This review will provide internal control by assuring compliance with policies and procedures.

### **XVIII. Performance Standards**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. "Weighted Average Yield to Maturity" shall be the standard for calculating portfolio rate of return.

### **XIX. Reporting**

- A. The Investment Officers shall prepare and submit quarterly a written report of investment transactions for all funds covered by this Investment Policy for the preceding reporting period.
- B. The report must include the following:
  - 1. describe in detail the investment position of GONZALES on the date of the report;
  - 2. be prepared jointly by all Investment Officers of GONZALES;
  - 3. be signed by each Investment Officer of GONZALES;
  - 4. contain a summary statement of each pooled fund group that states the:
    - (a) beginning market value for the reporting period;
    - (b) ending market value for the period; and

- (c) fully accrued interest for the period.
- 5. state the book value and market value of each separately invested asset at the beginning and end of the reporting period by type of asset and fund type invested;
- 6. state the maturity date of each separately invested asset that has a maturity date;
- 7. state the account or fund or pooled group fund in the local government for which each individual investment was acquired; and
- 8. state the compliance of the Investment Portfolio of the local government as it relates to:
  - (a) the Investment Strategy expressed in GONZALES's Investment Policy; and
  - (b) relevant provisions of the PFIA.
- C. The report shall be presented not less than quarterly to each ENTITY's governing body within a reasonable time after the end of the period.
- D. The market values and credit ratings presented in all portfolio reports shall be accurate and reliable estimates of the investment's true value and risk. Market value and credit rating sources may include, but are not limited to, rating agency reports, newspapers, financial websites, custodian reports, broker/dealer reports, and investment advisor research.

## **XX. Investment Policy Adoption**

GONZALES's Investment Policy shall be adopted by resolution of each ENTITY's governing body. This Policy shall be reviewed annually and any modifications made thereto must be approved by each ENTITY's governing body. Each ENTITY's governing body shall adopt a written instrument attesting to each annual review.

## **XXI. Auditor**

As part of the annual audit, the independent auditor must formally review the quarterly investment reports to comply with the PFIA and report the results of that review to each ENTITY's governing body.

## **XXII. Training**

In order to ensure qualified and capable investment management, the Investment Officers, their designated subordinates, Treasurer, and Chief Financial Officer of GONZALES shall attend training that includes education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and PFIA compliance. GONZALES approves the Government Finance Officers' Association, Government Finance Officers' Association of Texas, Government Treasurers' Organization of Texas, North Central Texas Council of Governments, Texas City Managers Association, Texas Municipal League, and University of North Texas as independent sources of training.

Each individual shall attend a training session containing at least 10 hours of instruction within twelve months of assuming investment-related responsibilities; and shall then receive not less than 10 hours of investment-related instruction within each subsequent two-year period aligned with GONZALES's fiscal year end.

## **XXIII. Donated Investments**

This Policy does not apply to an investment donated to GONZALES for a particular purpose or under terms of use specified by the donor.

**PASSED AND APPROVED** by the City Council of the City of Gonzales, Texas this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor  
City of Gonzales, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Gonzales, Texas

**PASSED AND APPROVED** by the Board of Directors of the Gonzales Economic Development Corporation, Texas this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
President  
Gonzales Economic Development Corporation

ATTEST:

\_\_\_\_\_  
Executive Director  
Gonzales Economic Development Corporation

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider and Possible Action on Ordinance #2021-24 Adopting the City of Gonzales Master Rate and Fee Schedule and for various city services; consolidating those fees for convenience; and amending the City of Gonzales Code of Ordinances

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

On September 9, 2021 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2021 and ending September 30, 2022. Staff is proposing a Master Rate and Fee Schedule to be adopted. Each year City Council shall review the Master Rate and Fee Schedule and make necessary changes.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

These rate increases will have a positive impact on the City of Gonzales.

### **ATTACHMENTS:**

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

### **STAFF RECOMMENDATION:**

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

## **ORDINANCE NO. 2021-24**

**AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, ADOPTING THE CITY OF GONZALES MASTER RATE AND FEE SCHEDULE AND FOR VARIOUS CITY SERVICES; CONSOLIDATING THOSE FEES FOR CONVENIENCE; AND AMENDING THE CITY OF GONZALES CODE OF ORDINANCES; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council held a Public Hearing requesting citizen input regarding the proposed rate and fee schedule for Fiscal Year 2021-2022 on September 2, 2021; and

**WHEREAS**, the City of Gonzales does not have a master rate and fee schedule but has adopted numerous ordinances that provide for various fees and charges that are subject to change from time to time; and

**WHEREAS**, staff is proposing to have a Master Rate and Fee Schedule that has all of the various fees, licenses, permits and rates charged by the City; and

**WHEREAS**, on September 9, 2021 the City Council of the City of Gonzales adopted the annual operating budget for the fiscal year October 1, 2021 through September 30, 2022 that incorporates the fees and charges specified; and

**WHEREAS**, the City has determined that it would be convenient to consolidate those fees in one ordinance and thus requires amendments to the City of Gonzales Code of Ordinances; and

**WHEREAS**, said Master Rate and Fee Schedule is found by the City Council to be in the best interest and welfare of the public and should take effect October 1, 2021.

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

Section 1. The City Council of the City of Gonzales, Texas hereby adopts and approves the Master Rate and Fee Schedule as set forth in the attached "Exhibit A" and amends the City of Gonzales Code of Ordinances as set forth in the attached "Exhibit B"

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

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

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

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of September, 2021.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary



**EXHIBIT “A”**

## MASTER RATE AND FEE SCHEDULE

	Current Rate	Proposed Rate
<b>PERMITS AND LICENSE FEES</b>		
The following is the Permit Fee Schedule for Commercial Construction: New/Addition and Remodel. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.		
<b>Plan Review Fee</b>		
Plan Review Permit Fee -per permit	15% of Permit Fee	50% of Permit Fee
<b>COMMERCIAL CONSTRUCTION</b>		
Base Permit Fee	\$50.00	\$75.00
<b>NEW/ADDITION -(Project area per square foot: base permit fee plus price per square foot)</b>		
	Base Permit Fee Plus Price Per	
Project Area per Square Foot	Square Foot	
1-3,000	\$0.30	\$0.33
3001-10,000	\$0.20	\$0.22
10,001-20,000	\$0.10	\$0.11
20,001-40,000	\$0.08	\$0.09
40,001-50,000	\$0.04	\$0.05
50,000 and Up	\$0.02	\$0.03
<b>REMODEL</b>		
1-3,000	\$0.10	\$0.11
3001-10,000	\$0.05	\$0.06
10,000 and Up	\$0.03	\$0.04
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Slab or Pier and Beam	\$25.00	\$27.50
2-Framing	\$25.00	\$27.50
3-Roof	\$25.00	\$27.50
4-Siding	\$25.00	\$27.50
5-Insulation	\$25.00	\$27.50
6-Drywall/Wall Covering	\$25.00	\$27.50

7-Trim/Accessories	\$25.00	\$27.50
8-Final	\$25.00	\$27.50
9-CSI Report	\$25.00	\$27.50

The following is the Permit Fee Schedule for Residential Construction: New/Addition and Remodel. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.

#### **RESIDENTIAL CONSTRUCTION**

Base Permit Fee	\$25.00	\$50.00
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#### **NEW/ADDITION - (Project area per square foot: Base permit fee plus price per square foot**

Project Area per Square Foot	Base Permit Fee Plus Price Per Square Foot	
Per Square Foot	\$0.30	\$0.33

#### **REMODEL**

Per Square Foot	\$0.20	\$0.22
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Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

1-Slab or Pier and Beam	\$25.00	\$27.50
2-Framing	\$25.00	\$27.50
3-Roof	\$25.00	\$27.50
4-Siding	\$25.00	\$27.50
5-Insulation	\$25.00	\$27.50
6-Drywall/Wall Covering	\$25.00	\$27.50
7-Trim/Accessories	\$25.00	\$27.50
8-Final	\$25.00	\$27.50
9-CSI Report	\$25.00	\$27.50

The following is the Permit Fee Schedule for Accessory/Carport/Storage Permits. All Permits are calculated with a Base Permit Fee, Price Per Square Foot, and the Inspections.

#### **ACCESSORY/CARPORT/STORAGE**

Base Permit Fee	\$25.00	\$50.00
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Project Area per Square Foot	Base Permit Fee Plus Price Per Square Foot	
Per Square Foot	\$0.02	\$0.03
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Site Verification	\$25.00	\$27.50

The following is the Permit Fee Schedule for Electrical Permits. All Permits are calculated with a Base Permit Fee, Number of Devices, whether there is a New or Upgrade to Service, and the Inspections.

#### **ELECTRICAL**

Base Permit Fee	\$25.00	\$50.00
Device Fee	\$0.50 each	\$0.55
Service/Upgrade	\$50.00	\$55.00
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Service	\$25.00	\$27.50
2-Rough-In	\$25.00	\$27.50
3-Final	\$25.00	\$27.50

The following is the Permit Fee Schedule for Plumbing Permits. All Permits are calculated with a Base Permit Fee, Number of Fixture/Faucets/Fittings, and the Inspections.

#### **PLUMBING**

Base Permit Fee	\$25.00	\$50.00
Fixtures/Faucets/Fittings (Fee for each)	\$2.00	\$2.20
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Building Sewer	\$25.00	\$27.50
2-Top Out	\$25.00	\$27.50
3-Trim Out	\$25.00	\$27.50
4-Final	\$25.00	\$27.50

#### **The following are a combined Base and Inspection Fee**

Building Drain	\$75.00	\$82.50
Water Service Line	\$75.00	\$82.50

Gas Test	\$75.00	\$82.50
Storm Drain	\$75.00	\$82.50
Grease Trap/Interceptor	\$75.00	\$82.50
Manholes	\$75.00	\$82.50
Medical Gas	\$75.00	\$82.50
Irrigation	\$75.00	\$82.50
Backflow Preventer	\$75.00	\$82.50

The following is the Permit Fee Schedule for Storage/Fuel/Oil Tanks. All Permits are calculated with a Base Permit Fee, Price per gallon, and the Inspections.

#### **STORAGE/FUEL/OIL TANKS**

Base Permit Fee	\$50.00	\$75.00
Per Gallon	Price Per Gallon	
1-2,000	\$0.10	\$0.11
2,001-5,000	\$0.05	\$0.06
5,001 and Up	\$0.03	\$0.05
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Foundation	\$25.00	\$27.50
2-Piping/Pressure	\$25.00	\$27.50
3-Final	\$25.00	\$27.50

The following is the Permit Fee Schedule for Mechanical Permits. All Permits are calculated with a Base Permit Fee, Air Conditioner fee per ton, fee per each exhaust fan, Addition or Modification of Duct Work fee per outlet, and the Inspections.

#### **HVAC**

Base Permit Fee	\$25.00	\$50.00
Air Conditioner	\$5 per Ton	\$5.50
Exhaust Fan	\$5 each	\$5.50
Add or Modify Duct	\$5 per outlet	\$5.50
Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.		
1-Rough-In	\$25.00	\$27.50
2-Final	\$25.00	\$27.50

The following is the Permit Fee Schedule for Asphalt or Concrete Permits. All Permits are calculated with a Base Permit Fee, Price per square foot, and the Inspections.

#### **ASPHALT/CONCRETE**

Base Permit Fee	\$25.00	\$50.00
Project Area	Price Per Square Foot	
Per Square Foot	\$0.03	\$0.04

Fee Schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project.

<b>1-REBAR/WIRE MESH</b>	\$25.00	\$27.50
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#### **SIGNS**

The following permit fee shall be collected for each sign permit issued in addition to the inspection fee per sign.

Commercial Signs	\$25.00	\$50.00
Billboard Signs	\$100.00	\$125.00
Portable Signs	\$20.00	\$45.00
Portable Signs Leased	\$20.00	\$20.00
Inspections per sign	\$25.00	\$27.50

#### **DEMOLITION/HOUSE LEVELING/ROOFING/FENCE PERMITS**

<b>Rebar/Wire Mesh -Base Fee and Inspection</b>	\$25.00	\$27.50
<b>Demolition -Base Fee and Inspection</b>	\$25.00	\$50.00
<b>House Leveling -Base Fee and Inspection</b>	\$75.00	\$100.00
<b>Roofing -Base Fee and Inspection</b>	\$100.00	\$125.00
<b>Fence Over 6' in height- Base Fee and Inspection</b>		
Per linear foot	\$0.30	\$0.33
Inspection	\$25.00	\$27.50

#### **OIL AND GAS WELL DRILLING AND PRODUCTION**

Surface permit fee	\$2,000.00	\$2,000.00
Extended permit fee	\$250.00	\$250.00
Annual inspection fee	\$100.00	\$100.00
Follow-up inspection fee	\$100.00	\$100.00

Amended permit fee	\$500.00	\$500.00
Transfer permit fee	\$700.00	\$700.00
Appeal fee	\$2,300.00	\$2,300.00
Application fee	\$3,320.00	\$3,320.00

#### **PEDDLER/SOLICITOR AND ITINERANT OR STREET VENDOR PERMITS**

For one year:	\$300.00	\$300.00
For six months:	\$200.00	\$200.00
For three months:	\$100.00	\$100.00
For one month:	\$60.00	\$60.00
For one week:	\$30.00	\$30.00
For one day:	\$15.00	\$15.00

#### **GARAGE SALE PERMIT**

First 4 garage sales are free per calendar year, two additional sales shall be allowed with permit fee of \$25 per garage sale

First 4 garage sales are free per calendar year, two additional sales shall be allowed with permit fee of \$25 per garage sale

#### **MISCELLANEOUS FEES**

Carnival license fee	\$100.00	\$250.00
Circus license fee	\$100.00	\$250.00
Amusement Redemption Machine Game Room License fee and Inspection	\$250.00	\$250.00
Taxicab license fee	\$50.00 annual license fee and \$10.00 for each and every taxicab operated by such person	\$50.00 annual license fee and \$10.00 for each and every taxicab operated by such person
Carriage Permit fee	\$50.00	\$50.00

#### **FILMING**

<b>Activity</b>	<b>Cost per calendar day (maximum of 8 hours/day)</b>	<b>Cost per calendar day (maximum of 8 hours/day)</b>
Application fee for filming in the City	\$25.00	\$25.00
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area.	\$500.00 per day/\$100.00 per hour after 8 hours	\$500.00 per day/\$100.00 per hour after 8 hours

Partial, nondisruptive use of a public building, park, right-of-way, or public area.	\$250.00 per day/\$50.00 per hour after 8 hours	\$250.00 per day/\$50.00 per hour after 8 hours
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$50.00 per block, per day/\$10.00 per hour after 8 hours	\$50.00 per block, per day/\$10.00 per hour after 8 hours
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking.	\$25.00 per block, per day/\$5.00 per hour after 8 hours	\$25.00 per block, per day/\$5.00 per hour after 8 hours
Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles).	\$50.00 per block or lot, per day/\$10.00 per hour after 8 hours	\$50.00 per block or lot, per day/\$10.00 per hour after 8 hours
<b>EXCAVATIONS</b>		
Street Cutting Permit	\$10.00	\$50.00
<b>Reinspection Fee on Any Project</b>	\$25.00	\$27.50
<b>FIRE SUPPRESSION SYSTEM</b>		
Underground fire line, standpipe/water system permit <i>-includes witnessing the hydrostatic testing of the underground water supply piping.</i>	\$100.00	\$250.00
Sprinkler system with 200 heads or less <i>- includes reviewing plans, inspecting, and witnessing the hydrostatic testing of the sprinkler system.</i>	\$150.00	\$500.00
Sprinkler system with over 200 heads <i>- includes reviewing plans, inspecting, and witnessing the hydrostatic testing of the sprinkler system.</i>	\$200.00 +\$0.50 each additional head \$1,500 Maximum	\$500 +\$0.50 each additional head \$1,500 maximum
Fire Pump	\$200.00	\$250.00
Fixed Pipe Suppression System <i>- includes reviewing plans, inspecting, witnessing the test of, and modification of fire extinguishing systems in kitchen vent hoods, duct, paint booths, and similar systems.</i>	\$50.00	\$150.00
<b>CONTROL SYSTEM</b>		



Smoke Control System - <i>witnessing the testing of the building smoke control system.</i>	\$75.00	\$150.00
Ventilation Control System - <i>includes reviewing plans, inspecting, and witnessing the testing of the ventilation control systems for commercial cooking operations.</i>		
Kitchen Hood System	\$50.00	\$50.00
Paint Booth	\$100.00	\$100.00

## **FIRE ALARM SYSTEM**

Alarm system with 200 devices or less - <i>includes reviewing plans, inspecting, witnessing the testing of new fire alarm systems.</i>	\$150.00	\$0.00
Alarm system with 50 devices or less - <i>includes reviewing plans, inspecting, witnessing the testing of new fire alarm systems.</i>	\$0.00	\$200.00
Alarm system with over 200 initiating and/or signaling devices - <i>includes reviewing plans, inspecting, witnessing the testing of new fire alarm systems.</i>	\$200.00 + \$0.50 each additional device \$500.00 Maximum	\$0.00
Alarm system with over 51 initiating and/or signaling devices - <i>includes reviewing plans, inspecting, witnessing the testing of new fire alarm systems.</i>	\$0.00	\$200.00 + \$0.50 each additional device \$1,500.00 Maximum

## **HAZARDOUS MATERIALS**

Flammable and Combustible Liquid Storage Tanks	\$120.00 (Per Tank)	\$250.00 (Per Tank)
Hazardous material incident response fee per hour	\$500.00	\$500.00

## **ANNUAL INSPECTIONS**

Foster Home and Adoption Inspection	No charge	No charge
In Home Child and Adult Day Care, MHMR Homes, and Group Homes with less than 7 occupants	\$50.00	\$50.00
Large Child or Adult Day Care Centers	\$100.00	\$100.00
Hospitals, Nursing Homes, Assisted Living	\$100.00	\$200.00

*These fees only apply to State licensed facilities that require annual fire inspections for operational permits. Non-profit governmental*

Mobile Food Vendors (Annual Fee)	\$50.00	\$100.00
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#### MODIFICATION PERMITS

Existing Fire Sprinkler System (Up to 20 sprinkler heads) - <i>includes reviewing plans, witnessing the testing of, inspecting, and approving limited modifications to existing systems.</i>	\$75.00	\$75.00
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Existing Fire Alarm System (Up to 10 Initiating/Signaling Devices) - <i>includes reviewing plans, witnessing the testing of, inspecting, and approving limited modifications to existing systems.</i>	\$75.00	\$75.00
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Existing Fixed Pipe Fire Suppression System	\$25.00	\$75.00
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Existing smoke control system	\$75.00	\$75.00
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Existing flammable or combustible liquids storage tank and/or system	\$75.00	\$75.00
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#### BURN PERMIT

Burn Permit (30 days) - <i>Requires inspection of material prior to approval.</i>	\$25.00	\$50.00
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#### TENT PERMIT

Tent over 400 square feet - <i>includes inspection of tent once set up.</i>	\$50.00	\$50.00
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Tent 601-1000 square feet - <i>includes inspection of tent once set up.</i>	\$75.00	\$75.00
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Tent more than 1000 square feet - <i>includes inspection of tent once set up.</i>	\$100.00	\$100.00
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#### OTHER

Fire Hydrant Flow Test - <i>includes witnessing of the flow test.</i>	\$100.00	\$100.00
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Permit Extension Fee - <i>only one extension per permit allowed.</i>	1/2 intial fee	1/2 intial fee
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Re-Inspection of Re-Test Fee - <i>required for any failed inspection or test.</i>	\$50.00	\$50.00
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After hours inspection - <i>requires prior approval.</i>	\$50.00	\$50.00
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No permit	Triple the Permit Fee	Triple the Permit Fee
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Low Water Crossing Rescue fee	\$400.00	\$400.00
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#### SUBDIVISION

Minor Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$250 plus \$3/lot and \$5/acre	\$300 plus \$6/lot and \$10/acre
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Vesting Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$250 plus \$3/lot and \$5/acre	\$300 plus \$6/lot and \$10/acre
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Filing Plat-City Limits (the applicant will also be responsible for actual filing costs)	\$250 plus \$3/lot and \$5/acre	\$300 plus \$6/lot and \$10/acre
Replat-City Limits (the applicant will also be responsible for actual filing costs)	\$250 plus \$3/lot and \$5/acre	\$300 plus \$6/lot and \$10/acre
Development plat-City Limits (the applicant will also be responsible for actual filing costs)	\$250 plus \$3/lot and \$5/acre	\$300 plus \$6/lot and \$10/acre
Amended plat-City Limits (the applicant will also be responsible for actual filing costs)	\$250 plus \$3/lot and \$5/acre	\$300 plus \$6/lot and \$10/acre
Plats-ETJ (the applicant will also be responsible for actual filing costs)	\$250 plus \$5/lot and \$10/acre	\$300 plus \$6/lot and \$10/acre
Planning & Zoning Commission Fee	\$300.00	\$500.00
Zoning Board of Adjustment	\$300.00	\$500.00

#### ALCOHOL BEVERAGE

Alcohol Beverage Permit Fee (1/2 of the fees established by the TABC)	1/2 of fee established by the TABC	1/2 of fee established by the TABC
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#### SEXUALLY ORIENTED BUSINESSES

Sexually Oriented Businesses - application fee for new	\$1,500.00	\$1,500.00
Sexually Oriented Businesses - application fee for renewal	\$750.00	\$750.00
Sexually Oriented Businesses - application fee for new manager or entertainer license	\$150.00	\$150.00
Sexually Oriented Businesses - application fee for renewal of a manager or entertainer license	\$75.00	\$75.00

#### PARKS & RECREATION

Pavilion Rental - *deposit returned after certain conditions are met for the following :*

	Current Rate	Proposed Rate
Market Square	\$50 rental fee, \$50 deposit	\$75 rental fee, \$50 deposit
Museum Amphitheater	\$50 rental fee, \$50 deposit	\$75 rental fee, \$50 deposit
Pavilion -Brickyard	\$50 rental fee, \$50 deposit	\$75 rental fee, \$50 deposit
Pavilion - East Avenue Lions	\$50 rental fee, \$50 deposit	\$75 rental fee, \$50 deposit
Pavilion - Lions	\$50 rental fee, \$50 deposit	\$75 rental fee, \$50 deposit
Pavilion - Rotary	\$50 rental fee, \$50 deposit	\$75 rental fee, \$50 deposit

Pavilion - Rotary Jr.	\$50 rental fee, \$50 deposit	\$75 rental fee, \$50 deposit
Soccer Field Rental Fee per Field	\$50 rental fee, \$50 deposit	\$75 rental fee per field, \$50 deposit per field
Soccer Field Lights Rental per Field	\$30.00	\$30.00
User Fee per Volleyball Court	\$25 rental fee with \$25 deposit	\$25 rental fee with \$25 deposit
User Fee for lights at Volleyball Court (Not per Court)	\$30.00	\$30.00
Quadruplex Rental per Field	\$100 rental fee with \$50.00 deposit returned after certain conditions are met	\$75 rental fee with \$75.00 deposit returned after certain conditions are met
Quadruplex User Fee for Lights per field	\$30.00	\$30.00
Little League Facility Rental per Field	\$100 rental fee with \$50.00 deposit returned after certain conditions are met	\$75 rental fee with \$75.00 deposit returned after certain conditions are met
Little League User Fee for Lights per field	\$30.00	\$30.00
Swimming Pool Admission	\$2.00	\$3.00
Swimming Pool Reservation with lifeguards (1-50 swimmers)	\$100.00	\$125.00
Swimming Pool Reservation with lifeguards (51-75 swimmers)	\$125.00	\$150.00
Swimming Pool Reservation with lifeguards (76-100 swimmers)	\$150.00	\$175.00
Old Showbarn Rental	\$0.00	\$50 rental fee, \$50 deposit
Old Arena Rental	\$0.00	\$100 rental fee, \$50 deposit
Old Arena lights usage per day	\$30.00	\$30.00
RV Sites in Independence Park - Daily	\$30.00	\$35.00
RV Sites in Independence Park - Weekly	\$140.00	\$210.00
RV Sites in Independence Park - Monthly	\$450.00	\$500.00
Disc Golf	\$0.00	\$75 rental fee, \$50 deposit
<b>CEMETERY</b>		
Cemetery Grave Space/Interment Right	\$300.00	\$400.00
Interment Transfer	\$25.00	\$25.00
Interments	\$100.00	\$100.00
Disinterments	\$50.00	\$50.00

Permit/Inspection Fee (curb and monument placement)	\$25.00	\$25.00
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# **GOLF COURSE**

Monday - Friday Green Fees (9 holes)	\$10.00	\$0.00
Monday - Thursday Green Fees (9 holes)	\$0.00	\$12.00
Saturday - Sunday Green Fees (9 holes)	\$15.00	\$0.00
Friday - Sunday Green Fees (9 holes)	\$0.00	\$17.00
Monday - Friday Green Fees (18 holes)	\$15.00	\$0.00
Monday - Thursday Green Fees (18 holes)	\$0.00	\$17.00
Saturday - Sunday Green Fees (18 holes)	\$20.00	\$0.00
Friday - Sunday Green Fees (18 holes)	\$0.00	\$22.00
Juniors Green Fees	\$7.00	\$10.00
Monday - Friday rental of entire golf course for 1/2 day	\$500.00	\$0.00
Monday - Thursday rental of entire golf course for 1/2 day	\$500.00	\$500.00
Saturday-Sunday rental of entire golf course for 1/2 day	\$500.00	\$0.00
Friday-Sunday rental of entire golf course for 1/2 day	\$500.00	\$600.00
Monday - Friday rental of entire golf course for entire day	\$1,000.00	\$0.00
Monday - Thursday rental of entire golf course for entire day	\$1,000.00	\$1,000.00
Saturday-Sunday rental of entire golf course for entire day	\$1,000.00	\$0.00
Friday-Sunday rental of entire golf course for entire day	\$1,000.00	\$1,200.00
Cart Rental 9 holes	\$10.00	\$12.00
Cart Rental 18 holes	\$18.00	\$20.00
Annual membership -single	\$350.00	\$400.00
Annual membership -family	\$450.00	\$500.00
Annual membership -junior	\$50.00	\$100.00
Cart Stall rental - inside	\$175.00	\$200.00
Cart Stall rental - outside	\$225.00	\$250.00

# **ANIMAL CONTROL FEES**

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

# **AIRPORT**

Old T-hangar monthly rent	\$175.00	\$175.00
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New T-hangar monthly rent	\$225.00	\$225.00
Small hangar monthly rent	\$300.00	\$300.00
Big hangar monthly rent	\$600.00	\$600.00

#### **LIBRARY**

Black and white copy per page	\$0.15	\$0.15
Colored copy per page	\$0.50	\$0.50
Daily overdue fee for books, magazines and audio books with maximum fine of \$30 if the item is returned in good condition.	\$0.25	\$0.25
Daily overdue fee for DVDs and Blu-Rays with maximum fine of \$25 if returned in good condition.	\$1.00	\$1.00
Lost or damaged items cost the patron what the City paid for it.	Cost of Replacement	Cost of Replacement

#### **MUSEUM**

Admission Fee - Adult	0	\$5.00
Admission Fee - Child	0	\$3.00

#### **JB WELLS PARK**

Arena security deposit is 1/2 of full rental rate		
Arena daily rental -Monday-Thursday	\$375.00	\$400.00
Arena daily rental - Friday-Sunday and holidays	\$600 for 1st day	\$600.00
Arena daily rental - Friday-Sunday and holidays	\$550 for 2nd day	\$550.00
Arena daily rental - Friday-Sunday and holidays	\$500 for 3rd day	\$500.00
Laser and Timer	\$30.00	\$30.00
Stage Set-Up	\$25.00	\$25.00
Tractor	\$50.00	\$50.00
Panels Rental fee per panel - does not include setup	\$1.00	\$1.00
Panels Rental fee per panel -includes set up	\$2.50	\$2.50
Individual Rider - per horse	\$20.00	\$20.00
Individual Rider - per horse with lights	\$25.00	\$25.00
Individual Rider - per horse in outdoor arena	\$10.00	\$10.00
Stalls daily rental rate	\$20.00	\$25.00
Shaving per bag	\$10.00	\$10.00
RV daily rate	\$30.00	\$35.00
RV weekly rate	\$140.00	\$210.00
RV monthly rate	\$450.00	\$500.00

Reconnect fee	\$50.00	\$50.00
Expo (Security Deposit is 1/2 of rental rate)		
Expo daily rental - Monday-Thursday	\$750.00	\$750.00
Expo daily rental - Friday	\$1,000.00	\$1,000.00
Expo daily rental - Saturday	\$1,500.00	\$1,500.00
Expo daily rental - Sunday	\$1,000.00	\$1,000.00
Expo weekend package (Friday-Sunday)	\$3,250.00	\$3,250.00
Additional hours (per hour)	\$75.00	\$75.00
Expo City set up and Clean Up	\$400.00	\$400.00
Expo City Clean Up	\$400.00	\$400.00
Expo prior day set up	\$100.00	\$100.00
Expo clean up	\$100.00	\$100.00
	\$250 rental rate, \$200 Security	\$250 rental rate, \$200 Security
Pavilion daily rental	Deposit	Deposit
	\$375 rental rate, \$150 Security	\$375 rental rate, \$150 Security
Multipurpose showbarn daily rental	Deposit	Deposit
Sign -3x7 above the walkway in main entrance, annual fee	\$500.00	\$500.00
Sign - 4x8 above the bleachers, annual fee	\$500.00	\$500.00
Sign - 4x8 south side of arena, roping end, annual fee	\$500.00	\$500.00
Sign - 4x8 catwalk, annual fee	\$750.00	\$750.00
Sign - 17.5x3 annoucer's stand, annual fee	\$3,500.00	\$3,500.00
Sign -2x3 walkway, front of arena, annual fee	\$200.00	\$200.00
Sign -4x8 show barn (must be metal), annual fee	\$200.00	\$200.00
Sign -4x8 stall barn, annual fee	\$200.00	\$200.00
<b>Service Calls</b>		
Serviceman dispatched at customer's request and trouble found to be customer's.		
8:00 am to 5:00 pm, Monday-Friday	\$25.00	\$25.00
5:00 pm Friday - 8:00 am Monday and Holidays	\$50.00	\$50.00
Banners, Flags, or Ropes	\$100.00	\$100.00
Fee during office hours -reconnect	\$50.00	\$50.00
Fee after office hours -reconnect	\$75.00	\$75.00
R-1: Residential fee during office hours -reconnect	\$150.00	\$150.00
R-1: Residential fee after office hours -reconnect	\$300.00	\$300.00
SC: Small commercial fee during office hours -reconnect	\$50.00	\$50.00
SC: Small commercial fee after office hours -reconnect	\$75.00	\$75.00

LP-1: Medium Commercial fee during office hours -reconnect	\$100.00	\$100.00
LP-1: Medium Commercial fee after office hours -reconnect	\$150.00	\$150.00
LP-2: Large Commercial fee during office hours -reconnect	\$500.00	\$500.00
LP-2: Large Commercial fee after office hours -reconnect	\$700.00	\$700.00
LP-3: Large Commercial fee during office hours -reconnect	\$500.00	\$500.00
LP-3: Large Commercial fee after office hours -reconnect	\$700.00	\$700.00
Reconnect at the pole	\$100.00	\$100.00
Reconnect at the pole after hours	\$200.00	\$200.00
Same Day Connects	\$50.00	\$50.00
Damage of City Equipment or Facilities	Cost plus 10%	Cost plus 10%
New Service	\$15.00	\$15.00
New Service Minimum Deposit Residential	\$200.00	\$200.00
	6 months average, minimum	6 months average, minimum
New Service Deposit Commercial	\$200	\$300
	6 months average, minimum	6 months average, minimum
New Service Deposit Industrial	\$200	\$300
Same Day Meter install (New Construction)	\$200.00	\$200.00
Additional meter review	\$25.00	\$25.00
Customer Service Report Inspection	\$25.00	\$35.00
Payment Extensions	\$50.00	\$60.00
Return Check Fees	\$25.00	\$35.00
Credit Card Processing Fee	1.50%	1.50%
<b>Meters</b>		
Meter tampering - 1st offense	\$250.00	\$250.00
Meter tampering - 2nd offense	\$500.00	\$500.00
<b>ELECTRIC</b>		
<b>R: Residential Service</b>		
Residential minimum monthly bill with no consumption	\$7.50	\$7.55
Residential customer charge	\$7.50	\$7.55
Residential energy charge per kwh	0.0508	0.05117
<b>R-1 Residential - Master Metered Multiple Dwelling Units</b>		
Minimum monthly bill	\$7.50	\$7.55
Customer charge	\$7.50	\$7.55
Energy charge per kwh	0.0508	0.05117
<b>SC: Small Commercial</b>		



Single phase minimum monthly bill with no consumption	\$8.50	\$8.56
Single phase customer charge	\$8.50	\$8.56
Three phase minimum monthly bill with no consumption	\$20.00	\$20.15
Three phase customer charge	\$20.00	\$20.15
Energy charge per kwh	0.0575	0.05792
<b>LP-1: Medium Commercial &amp; Industrial - Demand &gt;20 KW &amp; &lt;200 KW</b>		
Minimum monthly bill	\$110.00	\$115.00
Customer charge	\$20.00	\$20.15
Demand charge per KW	\$5.00	\$5.04
Energy charge per kwh	0.0343	0.03455
<b>LP-2: Large Commercial &amp; Industrial - Demand &gt;200 KW &amp; &lt;3500 KW</b>		
Minimum monthly bill	\$1,858.00	\$1,860.00
Customer charge	\$150.00	\$151.10
CP demand charge per KW	\$7.57	\$7.63
NCP demand charge per KW	\$0.97	\$0.98
Energy charge per kwh	0.0216	0.02176
<b>LP-3: Large Commercial &amp; Industrial Demand &gt; 3500 KW</b>		
Minimum monthly bill	\$25,575.00	\$25,580.00
Customer charge	\$200.00	\$201.46
CP demand charge per KW	\$7.25	\$7.30
NCP demand charge per KW	\$0.95	\$0.96
Energy charge per kwh	0.0199	0.02005
<b>Power Cost Adjustment Charge</b>		
Applies to all rate classes -variable per kwh		
<b>Security Lights</b>		
175 Watt Light per month	\$10.25	\$12.00
<b>Security Light Installation</b>		
LED Lighting	\$0.00	\$175.00
150 HPS	\$125.00	\$125.00
150 HPS/Wood pole	\$350.00	\$350.00
Relocation light	\$125.00	\$125.00
Relocation light/pole	\$350.00	\$350.00
Metal Light Pole, only areas with URD	\$850.00	\$1,000.00
<b>New Services and Service Upgrades (120/240V)</b>		
30' wood service pole	\$300.00	\$300.00
40' wood service pole	\$405.00	\$405.00
Temporary loop	\$150.00	\$150.00

100 Amp	\$200.00	\$200.00
200 Amp	\$250.00	\$250.00
320 Amp	\$400.00	\$400.00
Transfer Capacity fee per KVA	\$10.00	\$10.00
<b>Single phase large 120/240V</b>		
400 amp CT meter system	\$600.00	\$600.00
Transfer Capacity fee per KVA	\$10.00	\$10.00
<b>Three phase 120/240-120-208</b>		
400 amp CT meter system	\$750.00	\$750.00
Over 400 amp CT meter system	\$1,000.00	\$1,000.00
Transfer Capacity fee per KVA	\$10.00	\$10.00
Three Phase 277/480	Cost plus 10%	Cost plus 10%
Three Phase Padmounts per KVA	\$15.00	\$15.00
Primary Extensions	Cost plus 10%	Cost plus 10%
Relocation of existing lines or pole removal	Cost plus 10%	Cost plus 10%
Primary Line Clearances	\$250.00	\$250.00
Secondary Line Clearances	\$150.00	\$150.00

## **WATER**

### **City Residential/Commercial/Industry Monthly Minimum Bill**

Customer Charge for a 3/4" Meter -City Base Rate	\$13.26	\$14.87
Customer Charge for a 1" Meter -City Base Rate	\$21.06	\$23.62
Customer Charge for a 1.5" Meter -City Base Rate	\$27.30	\$30.61
Customer Charge for a 2" Meter -City Base Rate	\$40.56	\$45.48
Customer Charge for a 3" Meter -City Base Rate	\$62.40	\$69.98
Customer Charge for a 4" Meter -City Base Rate	\$93.60	\$104.96
Customer Charge for a 6" Meter -City Base Rate	\$195.00	\$218.68
Customer Charge for a 3/4" Meter -Rural Base Rate	\$14.85	\$16.65
Customer Charge for a 1" Meter -Rural Base Rate	\$23.59	\$26.45
Customer Charge for a 1.5" Meter -Rural Base Rate	\$30.58	\$34.29
Customer Charge for a 2" Meter -Rural Base Rate	\$45.43	\$50.94
Customer Charge for a 3" Meter -Rural Base Rate	\$69.89	\$78.36
Customer Charge for a 4" Meter -Rural Base Rate	\$104.83	\$117.54
Customer Charge for a 6" Meter -Rural Base Rate	\$218.40	\$244.87

### **Tier Rates Non-Industrial**

1 to 5,000 -City Rate per thousand	\$2.69	\$3.02
5,001 to 10,000 -City Rate per thousand	\$3.00	\$3.37

10,001 to 25,000 -City Rate per thousand	\$3.31	\$3.73
25,001 to 50,000 -City Rate per thousand	\$3.63	\$4.08
Over 50,000 -City Rate per thousand	\$3.88	\$4.36
1 to 5,000 -Rural Rate per thousand	\$3.01	\$3.37
5,001 to 10,000 -Rural Rate per thousand	\$3.36	\$3.76
10,001 to 25,000 -Rural Rate per thousand	\$3.71	\$4.15
25,001 to 50,000 -Rural Rate per thousand	\$4.07	\$4.55
Over 50,000 -Rural Rate per thousand	\$4.35	\$4.86

**Tier Rates Industrial -Industrial defined as meter 2" or greater**

1 to 5,000 -City Rate per thousand	\$2.69	\$3.02
5,001 to 10,000 -City Rate per thousand	\$3.00	\$3.37
10,001 to 100,000 -City Rate per thousand	\$3.31	\$3.72
100,001 to 1,000,000 -City Rate per thousand	\$2.69	\$3.02
Over 1,000,000 -City Rate per thousand	\$2.50	\$2.81
1 to 5,000 -Rural Rate per thousand	\$3.01	\$3.37
5,001 to 10,000 -Rural Rate per thousand	\$3.36	\$3.76
10,001 to 100,000 -Rural Rate per thousand	\$3.71	\$4.15
100,001 to 1,000,000 -Rural Rate per thousand	\$3.01	\$3.37
Over 1,000,000 -Rural Rate per thousand	\$2.80	\$3.13

**BULK WATER**

Deposit	\$0.00	\$300.00
Bulk Water Rate per thousand gallons	\$12.00	\$13.45

**Water Meter Fee Schedule-Lue's per meter size meter installation fee**

Meter Size 5/8", LUE 1 - Fee/LUE \$500	\$500.00	\$500.00
Meter Size 3/4", LUE 1 - Fee/LUE \$500	\$750.00	\$750.00
Meter Size 1", LUE 2.5 - Fee/LUE \$500	\$1,250.00	\$1,250.00
Meter Size 1.5", LUE 5 - Fee/LUE \$500	\$2,500.00	\$2,500.00
Meter Size 2", LUE 8 - Fee/LUE \$500	\$4,000.00	\$4,000.00
Meter Size 3", LUE 16 - Fee/LUE \$500	\$8,000.00	\$8,000.00
Meter Size 4", LUE 25 - Fee/LUE \$500	\$12,500.00	\$12,500.00
Meter Size 6", LUE 50 - Fee/LUE \$500	\$25,000.00	\$25,000.00
Meter Size 8", LUE 80 - Fee/LUE \$500	\$40,000.00	\$40,000.00
Meter Size 10", LUE 115 - Fee/LUE \$500	\$57,500.00	\$57,500.00

**SEWER**

**Dwelling Containing Only One Unit -Per Month**

	\$12 per month, plus \$1.55 per thousand gallons water used based on winter average with a \$35 maximum monthly sewer charge	\$12.73 per month, plus \$1.64 per thousand gallons water used based on winter average with a \$37.07 maximum monthly sewer charge
Residential (Winter Avg.) City Rate		
Residential/Commercial (New) Dwelling City & Rural Rate	\$19.00 until such time a winter average can be established	\$20.15 until such time a winter average can be established

**Dwelling Containing Two or More Units**

City Base Rate

**Industrial -Industrial defined as meter 2" or greater**

	\$22.00 per month, plus \$2.40 for each 1,000 gallons of water used	\$23.33 per month, plus \$2.55 for each 1,000 gallons of water used
City Base Rate		

**Store/Commercial Establishment, Not Otherwise Classified**

	\$12.00 per month, plus \$1.55 per thousand gallons water used based on winter average with a \$35.00 maximum monthly sewer charge	\$12.73 per month, plus \$1.64 per thousand gallons water used based on winter average with a \$37.07 maximum monthly sewer charge
City Base Rate		
<b>Apartment City</b>		
Minimum Charge Per Unit	\$22.00	\$23.33

Volumetric Charge	\$0.00	\$0.00
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<b>School</b>		
	\$12.00 per month, plus \$1.55 per thousand gallons water used	\$12.73 per month, plus \$1.59 per thousand gallons water used
City Base Rate		

**Rural Dwelling Containing Only One Unit**

	\$16.50 per month, plus \$1.55 per thousand gallons water used based on winter average with a \$40.00 maximum monthly sewer charge	\$17.50 per month, plus \$1.64 per thousand gallons water used based on winter average with a \$42.36 maximum monthly sewer charge
City Base Rate		

**Rural Dwelling Containing Two or More Units**

City Base Rate	\$20.50 per month/per unit	\$21.50 per month/per unit
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**Rural Industry**

	\$27.00 per month, plus \$2.60 for each 1,000 gallons of water used.	\$28.64 per month, plus \$2.76 for each 1,000 gallons of water used.
City Base Rate		

**Rural Store/Commercial Establishment, Not Otherwise Classified**

	\$16.50 per month, plus \$1.55 per thousand gallons water used based on winter average with a \$40.00 maximum monthly sewer charge.	\$17.50 per month, plus \$1.64 per thousand gallons water used based on winter average with a \$42.36 maximum monthly sewer charge.
City Base Rate		

**Urban Commercial (Shopping Centers and Ice Plants)**

City Base Rate	\$19.00 per month/per unit	\$20.15 per month/per unit
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**Housing Authority Units**

City Base Rate	\$15.00 per month/per unit	\$15.91 per month/per unit
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### Winter Averaging

Based on water consumption for a three (3) month period each year consisting of the average of January,

### SEWER TAP FEE

Four inch (4") connection	\$1,500.00	\$1,500.00
Six inch (6") connection	\$2,500.00	\$2,500.00

Eight inch (8") connection	\$3,500.00	\$3,500.00
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Taps larger than eight inches (8") or under circumstances that increase the cost of any tap the customer shall

### WASTE DISPOSAL AT SEWER PLANT FEE

Deposit for Waste Disposal	\$0.00	\$300.00
Per load for 1 to 500 gallons during working hours	\$41.00	\$45.00
Per load for 1 to 500 gallons after hours	\$100.00	\$105.00
Per load for 501 to 1,000 gallons during working hours	\$82.00	\$87.00
Per load for 501 to 1,000 gallons after hours	\$125.00	\$130.00

### GARBAGE RATES

#### Residential Urban- Monthly Fee for 96 gallon cart

Curbside Service once per week, includes one bulky a year	\$14.25	\$14.67
Extra Trash Cart	\$6.33	\$6.51

#### Residential Rural- Monthly Fee for 96 gallon cart

Curbside Service once per week	\$16.50	\$17.00
Extra Trash Cart	\$6.33	\$6.51
Recycle every other week	\$11.00	\$11.33

#### Commercial Hand Pickup- Monthly Fee for 96 gallon cart

Curbside Service once per week	\$33.60	\$34.61
Extra Trash Cart	\$33.60	\$34.61
Recycle every other week	\$11.20	\$11.54
Recycle every week	\$22.40	\$23.07

### BRUSH COLLECTION RATES

Monthly Fee	\$5.00	\$5.00
Fee for each additional 15 minute period when the actual loading time exceeds 15 minutes per pickup	\$20.00	\$20.00

### WASTE DROP-OFF (Bulky Waste, Refuse)

Truck Load fee	\$25.00	\$25.00
Trailer Load, up to 16 foot	\$200.00	\$200.00

## **EXHIBIT "A"**

### **Sec. 2.104 Impoundment; Violation Notice\***

(h) An owner reclaiming an impounded animal shall pay all impounding fees and vaccination fees as needed for animals before they shall be returned to the owner. Boarding fees shall also be charged to the owner at ~~thea rate~~ fee stated in the Master Rate and Fee Schedule ~~of \$10.00 per day~~ for food and housing for the animal. The impounding and pick up fee shall ~~not exceed~~ stated in the Master Rate and Fee Schedule ~~\$25.00~~ for a dog or a cat will be paid to the Gonzales Police Department. ~~and a~~ All other fees shall be charged at whatever costs are accumulated in impounding the animal (such as any trailer or help as may be contracted for to move the animal to the shelter).

(i) Subsequent impounding/pick up of the same animal occurring within a 12 month period shall be charged double the impound/pick up fee.

### **Sec. 2.107 Fowl and Livestock**

(c) It shall be unlawful for any person to keep a horse, mule or jenny in the city limits without obtaining a permit and paying the fee stated in the Master Rate and Fee Schedule.

### **Sec. 2.110 Loan of Live Traps by the City to Citizens**

Any small animal trap that is loaned to any citizen of the city by the animal control department of the animal control department will have a fee as stated in the Master Rate and Fee Schedule ~~of \$1.00 per day~~ charged to the citizen borrowing the trap. The citizen is responsible for the upkeep and baiting of the trap while he or she is in possession of the trap. Any trap destroyed, lost, or stolen is the responsibility of the person renting the trap. If the trap is lost damaged or stolen, the full replacement cost of the trap shall be charged to the person renting the trap. All funds so generated will be used to purchase more traps or to replace worn out traps.

### **Sec. 3.126 Permit Provisions**

(a) Before cutting or excavating any street or alley, the person, firm, association or corporation so desiring to do same shall apply for a permit to do same with the city secretary. The contents of such permit application shall contain the following:

- (1) Name of person, firm, association or corporation desiring such permit and their address along with the name, address and telephone number of the person or persons to contact in the event of problems with the proposed excavation.
- (2) Location of the excavation and approximate size thereof.
- (3) A corporate surety performance bond in the amount of \$5,000.00 payable to the city for any violation of requirements of Section 3.127 shall be submitted with such application.
- (4) The fee stated in the Master Rate and Fee Schedule will be tendered for the ~~A \$10.00~~ permit fee. will be tendered.



### Sec. 3.401 Permit Required

Any person desirous of demolishing any house, building or other structure situated within the city limits shall, prior to commencement of any portion of such work, obtain from the city a permit for each house, building or structure to be demolished. (1995 Code of Ordinances, Title XV, Chapter 150, Section 150.35)

### Sec. 3.402 Permit Fee

Each applicant for a demolition permit shall pay the fee stated in the Master Rate and Fee Schedule ~~a fee of \$25.00~~ for each permit issued under this article. This fee includes the base fee and inspection fee. (1995 Code of Ordinances, Title XV, Chapter 150, Section 150.36)

### ~~Sec. 3.518 Registration Fees~~

~~At the time of filing an application for a registration required by the provisions of this article, the applicant therefor shall pay to the city secretary a registration fee therefor as follows:~~

#### ~~(1) Master Electrician.~~

~~(A) Original, \$150.00.~~

~~(B) Renewal, \$25.00.~~

#### ~~(2) Journeyman Electrician.~~

~~(A) Original, \$100.00.~~

~~(B) Renewal, \$25.00.~~

#### ~~(3) Apprentice Electrician.~~

~~(A) Original, \$50.00.~~

~~(B) Renewal, \$25.00.~~

### Sec. 3.524 Renewal

Each registration issued under the provisions of this article may be renewed by the holder thereof on January 1 of each year upon notice ~~the payment of the required fee~~ to the city secretary, along with evidence that the required insurance is still in full force and effect; provided that such registration has not been revoked prior thereto.

### Sec. 3.540 Permit Fees

All permits shall be obtained at the rates determined and listed within the City of Gonzales Master Rate and Fee Schedule.

#### (a) Commercial Construction.

(1) Base permit fee: \$50.00

==

~~(2) — New/addition~~

~~(A) — 1-3,000: \$0.30.~~

~~(B) — 3,001-10,000: \$0.20.~~

~~(C) — 10,001-20,000: \$0.10.~~

~~(D) — 20,001-40,000: \$0.08.~~

~~(E) — 40,001-50,000: \$0.04.~~

~~(F) — 50,000 and up: \$0.02.~~

~~(3) — Remodel:~~

~~(A) — 1-3,000: \$0.10.~~

~~(B) — 3,001-10,000: \$0.05.~~

~~(C) — 10,001 and up: \$0.03.~~

~~(4) — Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A) — Slab or pier and beam: \$25.00.~~

~~(B) — Framing: \$25.00.~~

~~(C) — Roof: \$25.00.~~

~~(D) — Siding: \$25.00.~~

~~(E) — Insulation: \$25.00.~~

~~(F) — Drywall/wall covering: \$25.00.~~

~~(G) — Trim/accessories: \$25.00.~~

~~(H) — Final: \$25.00.~~

~~(I) — CSI report: \$25.00.~~

~~(b) — Residential Construction.~~

~~(1) — Base permit fee: \$25.00.~~

~~(2) — New/addition:~~

~~(A) — Project area per square foot: Base permit fee plus price per square foot.~~

~~(B) — Per square foot: \$0.30.~~

~~(3) — Remodel:~~

~~(A) — Per square foot: \$0.20.~~

~~(4) — Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A) — Slab or pier and beam: \$25.00.~~

~~(B) — Framing: \$25.00.~~

~~(C) — Roof: \$25.00.~~

~~(D) — Siding: \$25.00.~~

~~(E) — Insulation: \$25.00.~~

~~(F) — Drywall/wall covering: \$25.00.~~

~~(G) — Trim/accessories: \$25.00.~~

~~(H) — Final: \$25.00.~~

~~(I) — CSI report: \$25.00.~~

~~(c) — Accessory/Carport/Storage.~~

~~(1) — Base permit fee: \$25.00.~~

~~(2) — Project area per square foot (base permit fee plus price per square foot): Per square foot: \$0.02.~~

~~(3) — Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A) — Site verification: \$25.00.~~

~~(d) — Electrical.~~

~~(1) — Base fee: \$25.00.~~

~~(2) — Device fee: \$0.50 each.~~

~~(3) — Service/Upgrade: \$50.00.~~

~~(4) — Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A) — Service: \$25.00.~~

~~(B)—Rough in: \$25.00.~~

~~(C)—Final: \$25.00.~~

~~(e)—Plumbing.~~

~~(1)—Base fee: \$25.00.~~

~~(2)—Fixture/faucets/fittings (Fee for each): \$2.00 each.~~

~~(3)—Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A)—Building sewer: \$25.00.~~

~~(B)—Top out: \$25.00.~~

~~(C)—Trim out: \$25.00.~~

~~(D)—Final: \$25.00.~~

~~(4)—The following are a combined base and inspection fee:~~

~~(A)—Building drain: \$75.00.~~

~~(B)—Water service line: \$75.00.~~

~~(C)—Gas test: \$75.00.~~

~~(D)—Storm drain: \$75.00.~~

~~(E)—Grease trap/interceptor: \$75.00.~~

~~(F)—Manholes: \$75.00.~~

~~(G)—Medical gas: \$75.00.~~

~~(H)—Irrigation: \$75.00.~~

~~(I)—Backflow preventer: \$75.00.~~

~~(f)—Storage/Fuel/Oil Tanks.~~

~~(1)—Base fee: \$50.00.~~

~~(2)—Per gallon/price per gallon:~~

~~(A)—1-2,000: \$0.10.~~

~~(B)—2,001-5,000: \$0.05.~~

~~(C)—5,001 and up: \$0.03.~~

~~(3)—Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A)—Foundation: \$25.00.~~

~~(B)—Piping/pressure: \$25.00.~~

~~(C)—Final: \$25.00.~~

~~(g)—HVAC.~~

~~(1)—Base fee: \$25.00.~~

~~(2)—Air conditioner: \$5.00 per ton.~~

~~(3)—Exhaust fan: \$5.00 each.~~

~~(4)—Add or modify duct: \$5.00 per outlet.~~

~~(5)—Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A)—Rough-in: \$25.00.~~

~~(B)—Final: \$25.00.~~

~~(h)—Asphalt/Concrete.~~

~~(1)—Base fee: \$25.00.~~

~~(2)—Project area per square foot: Base permit fee plus price per square foot.~~

~~(3)—Per square foot: \$0.03.~~

~~(4)—Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A)—Rebar/wire mesh: \$25.00.~~

~~(i)—Demolition. Base fee and inspection: \$25.00.~~

~~(j)—House Leveling. Base fee and inspection: \$75.00.~~

~~(k)—Roofing. Base fee and inspection: \$100.00.~~

~~(l)—Plan review fee. 15% of permit fee.~~

~~(m)—Fence. Over 6' in height:~~

(1) ~~Per linear foot: \$0.30.~~

(2) ~~Inspection: \$25.00.~~

(n) ~~Reinspection Fee on Any Project: \$25.00.~~

~~(Ordinance 2017-4 adopted 2/7/17)~~

### **Sec. 3.818 — Permit Fees**

~~The permit fees shall be collected for each sign permit issued.~~

(1) ~~Commercial Signs \$25.005.~~

(2) ~~Billboards Signs \$100.00.~~

(3) ~~Portable Signs \$20.00.~~

### **Sec. 3.848 Lessors of Portable Signs; Fee**

All persons engaged in the business of leasing portable signs shall pay a fee ~~of \$20.00~~ per sign owned for lease or rent as stated in the Master Rate and Fee Schedule. No lessee of a portable sign shall be required to pay a separate permit fee.

### **Sec. 4.206 Surface Permit Application and Filing Fees**

(c) **Application Accompanied by Permit Fee.** Every application shall be accompanied by a permit fee for each drill site as set forth in the Master Rate and Fee Schedule.

(17) **Fees.** All required application and surface permit fees as stated in the Master Rate and Fee Schedule.

### **Sec. 4.209 Amended Surface Permits**

An operator may request to amend a surface permit, to relocate a drill site or operation site that was shown on the application, provided the distance from a protected use is not less than three hundred feet ~~dt~~ (300').

### **Sec. 4.210 Transfer of Surface Permit**

(c) **Transfer Fee.** Applications for the transfer of surface permits shall be filed with the city secretary. The application fee for the transfer as set forth in the Master Rate and Fee Schedule ~~in appendix A [sic]~~ and shall accompany each surface permit transfer application.

### **Sec. 4.211 Suspension or Revocation of Surface Permit; Effects**

### **Sec. 4.212 Periodic Reports**

(e) **Annual Site Inspection.** The city inspector upon notice to operator shall perform an annual site inspection to insure that the operator is conducting operations in compliance with the surface permit and the provisions of this article and to verify the accuracy of the information reported pursuant to this section. The operator shall pay an Annual Inspection Fee in an amount set forth in the Master Rate and Fee Schedule. The annual inspection fee shall be paid no later than May 30th of each year.

(f) **Follow Up Inspection.** Incidents requiring notification to the commission shall require a follow up inspection by the city inspector. The fee for said follow up inspection as set forth in the [Master Rate and Fee Schedule](#). Fee shall be paid within thirty (30) calendar days of being notified of the need for a follow up inspection.

#### **Sec. 4.220 Appeals**

(d) **Fee.** Appeal fees shall be required for every appeal and as set forth in the [Master Rate and Fee Schedule](#).

#### **Sec. 4.315 Fee for License**

As a condition and requirement to the licensing of a carnival to show in the city, the applicant for such license shall pay to the city secretary a license fee ~~as stated in the Master Rate and Fee Schedule~~ ~~in the sum of \$100.00.~~

#### **Sec. 4.322 License Fee**

The fee for any license required by the provisions of this division shall be the ~~rate stated in the Master Rate and Fee Schedule~~ ~~sum of \$100.00~~ and shall be paid to the city at the time the application for such license is made.

#### **Sec. 4.362 Licensing**

(a) **Payment of Fee and Issuance of License.** An owner, operator, or lessee of an amusement redemption machine game room shall be required to secure a license annually. An amusement redemption machine game room shall be required to secure a license by paying to the city an annual inspection and amusement redemption machine game room license fee ~~as stated in the Master Rate and Fee Schedule~~ ~~of \$250.00~~. Application shall not be approved until a completed application has been submitted and found to meet all application requirements.

#### **Sec. 4.502 License Tax**

There is levied and assessed and ordered to be collected for the general fund of the city an annual license fee for the calendar year on all persons operating taxicabs within the city ~~as stated in the Master Rate and Fee Schedule~~ ~~of \$50.00 and \$10.00 fee~~ for each and every taxicab operated by such person.

#### **Sec. 4.522 Permit**

(a) It shall be unlawful to operate a horse-drawn carriage or other touring vehicle employing the use of draft animals for locomotion without first being issued a city carriage permit. The city secretary shall issue a carriage permit only if the following requirements have been satisfied:

(12) The applicant has paid a nonrefundable permit fee ~~as stated in the Master Rate and Fee Schedule~~ ~~of \$50.00~~ per carriage to defray the expense of carrying out the provisions of this article.

#### **Sec. 4.605 License Application ~~Fees~~**

(a) The following are the approved license applications ~~fees~~ for licenses required under this article:

(1) The application fee for a new sexually oriented business license shall be ~~stated in the Master Rate and Fee Schedule~~ ~~\$1,500.00~~;

(2) The application fee for renewal of a sexually oriented business license shall be ~~as stated in the Master Rate and Fee Schedule~~ ~~\$750.00~~;

(3) The application fee for a new manager or entertainer license shall be ~~as stated in the Master Rate and Fee Schedule~~ ~~\$150.00~~; and

(4) The application fee for a renewal of a manager or entertainer license shall be ~~as stated in the Master Rate and Fee Schedule~~ ~~\$75.00~~.

#### Sec. 4.904 Application Fee

- (a) An application processing fee ~~as stated in the Master Rate and Fee Schedule~~ of \$25.00 should accompany each application for filming in the city.
- (b) The city manager may waive this fee upon proof of an organization's nonprofit status or for any other reason deemed appropriate by the city manager.

#### Sec. 4.906 Use of City-Owned Real Estate

- (a) The city manager may authorize the use of any street, right-of-way, park or public building, use of the city name, trademark or logo and/or use of city equipment and/or personnel for commercial uses in motion-picture production. In conjunction with these uses, the city manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the city manager.
- (b) The applicant shall reimburse the city for inconveniences when using public property. ~~Following is the rate schedule:~~

Activity	Cost per calendar day (maximum of 8 hours/day)
<del>Total or disruptive use (regular operating hours) of a public building, park, right of way, or public area.</del>	<del>500.00 per day/\$100.00 per hour after 8 hours</del>
<del>Partial, nondisruptive use of a public building, park, right of way, or public area.</del>	<del>\$250.00 per day/\$50.00 per hour after 8 hours</del>
<del>Total closure or obstruction of public street or right of way, including parking lots and on street parking.</del>	<del>\$50.00 per block, per day/\$10.00 per hour after 8 hours</del>
<del>Partial closure or obstruction of public street or right of way, including parking lots and on street parking.</del>	<del>\$25.00 per block, per day/\$5.00 per hour after 8 hours</del>
<del>Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles).</del>	<del>the \$50.00 per block or lot, per day/\$10.00 per hour after 8 hours</del>

- (c) The applicant acknowledges and agrees that the city possesses and retains exclusive authority to grant the applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the city as well as control over the hours of production and the general location of the production. The city reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

#### Sec. 5.204 Response to Hazardous Materials Incidents

Any response made to a hazardous material incident by the fire department, shall be billed to the responsible party for services rendered at a minimum rate ~~as stated in the Master Rate and Fee Schedule~~ of \$500.00 dollars per hour.

#### Sec. 5.206 Fee for Rescue at Low Water Crossings

A fee ~~as stated in the Master Rate and Fee Schedule~~ of \$400.00 shall be assessed to any individual that a fire unit of the fire department rescues or attempts to rescue at a low water crossing or other areas that were barricaded or blocked due to high water.

### ARTICLE 5.400 FEES



## Sec. 5.401 Permit and fees

All permits shall be obtained at the rates and fees determined and listed within the City of Gonzales Master Rate and Fee Schedule.

(a) Fixed Pipe Suppression System Permit: ~~\$50.00~~ per system. This fee covers reviewing plans, inspecting, witnessing the testing of, and modification of, fire extinguishing systems in kitchen vent hoods, ducts, paint booths, and similar systems.

(b) Sprinkler System Permit: ~~\$150.00 – \$1,500.00~~. The ~~is~~ fee covers reviewing plans, inspecting, and witnessing the hydrostatic testing of sprinkler systems.

(1) For systems with up to 200 heads: ~~\$150.00~~.

(2) For each additional head: ~~\$0.50~~.

(3) Maximum fee: ~~\$1,500.00~~.

(c) Fire Alarm System Permit: ~~\$150.00 – \$1,500.00~~. The ~~is~~ fee covers reviewing plans, inspecting, witnessing the testing of new fire alarm systems in addition to existing systems.

(1) For systems with ~~up to 200~~ 50 devices or less (initiating and/or signaling devices): ~~\$150.00~~

(2) For each additional initiating and/or signaling device: ~~\$0.50~~.

(3) Maximum fee: ~~\$1,500.00~~.

(d) Smoke Control System Permit: ~~\$75.00~~. This fee covers witnessing the testing of the buildings smoke control system.

(e) Ventilation Control System Permit: ~~\$50.00 – \$100.00~~.

(1) Kitchen Hood System: ~~\$50.00~~, this fee covers reviewing plans, inspecting, and witnessing the testing of ventilation control system for commercial cooking operations.

(2) Paint Booth: ~~\$100.00~~.

(f) Flammable and Combustible Liquid Storage Tanks Permit: ~~\$150.00~~ (per tank), this fee covers reviewing plans, inspecting, and witnessing tests on the installation, and or removal or repair of any flammable or combustible liquid storage tanks and/or system.

(g) Modification Permit: ~~\$25.00 – \$75.00~~, The ~~is~~ fee covers reviewing plans, witnessing the testing of, inspecting, and approving limited modifications to existing systems listed below:

(1) Existing fixed pipe suppression system: ~~\$25.00~~.

(2) Existing sprinkler system: ~~\$75.00~~, maximum addition of ~~10~~ 20 heads allowed.

(3) Existing fire alarm system: ~~\$75.00~~, maximum of 10 initiating/signaling devices allowed.

(4) Existing smoke control system: ~~\$75.00~~.

- (5) Existing flammable or combustible liquids storage tank and/or system: ~~\$75.00~~.
- (h) Underground Fire Line, Standpipe/Water System Permit: ~~\$100.00~~, this fee covers reviewing plans, witnessing the testing of, inspecting, and approving installed fire protection systems, such as underground fire lines and standpipes.
- (i) Fire Flow Test Permit: ~~\$100.00~~, this fee shall be assessed for flowing water through a fire hydrant or other appliance to assist with determining the required fire flow.
- (j) Fire Pump: ~~\$200.00~~.
- (k) 30-Day Burn Permit: ~~\$25.00~~, this fee covers a required inspection of material prior to approval.
- (l) Tent Permit: ~~\$50.00, this fee covers the fire safety inspection of tents over 400 square feet.~~
- (m) Licensed Facilities Inspection Permit: ~~\$50.00–\$100.00~~, ~~the~~ this fee below covers the fire safety inspection required by Texas Department of State Health Services for operation.
  - (1) Foster and adoption home: ~~No charge~~.
  - (2) Small facilities (less than 7 occupants) such as child and adult care centers, MHMR facilities, and group homes: ~~\$50.00~~.
  - (3) Large child or adult care centers: ~~\$100.00~~.
  - (4) Hospitals, nursing homes, and assisted living: ~~\$100.00~~.
- (n) Mobile Food Vendor Permit: ~~\$50.00~~, this fee covers the annual fire safety inspection.
- (o) Reinspection/Retest: ~~\$50.~~, this fee shall be assessed for each reinspection/retest. All reinspection/retest fees shall be paid before any subsequent inspection/test is conducted.
- (p) After-Hours Inspection: ~~\$50.00~~, this additional fee shall be assessed for any inspection called after hours.
- (q) Permit Extension: ~~1/2 initial fee~~, this fee shall be assessed for extension of permit. Only one extension allowed per permit.
- (r) No Permit: ~~Triple the permit fee~~.
- (s) Hazardous Materials Response and Operations: ~~\$500.00 per hour~~, this fee covers response and operations of the city fire department at a hazardous materials incident.
- (t) Fire Watch for Special Events: \$ actual cost per hour.
- (u) Rescue at Low Water Crossings: ~~\$400.00~~, this fee shall be assessed to any individual that emergency personnel of the city rescues or attempts at a low water crossing or other areas that were barricaded or blocked due to high water.

## Sec. 10.301 Platting fees

The city council hereby authorizes the collection of platting fees as ~~stated in the rate fee schedule~~Master Rate and Fee Schedule follows:

	<u>Base Fee</u>	<u>Per Lot/Acre</u>
-	-	-
-	-	-
-	Minor plat	\$250.00      \$3.00 lot; \$5.00 acre
-	-	-
-	Vesting plat	\$250.00      \$3.00 lot; \$5.00 acre
-	-	-
-	Filing plat	\$250.00      \$3.00 lot; \$5.00 acre
-	-	-
-	Replat	\$250.00      \$3.00 lot; \$5.00 acre
-	-	-
-	Development plat	\$250.00      \$3.00 lot; \$5.00 acre
-	-	-
-	Amended plat	\$250.00      \$3.00 lot; \$5.00 acre

~~If in ETJ per lot/acre fees shall be \$5.00 per lot and \$10.00 per acre.~~

#### **Sec. 13.127    Dumping of Wastes**

All permits shall be obtained at the rates determined and listed within the City of Gonzales Master Rate and Fee Schedule

(a) 1 to 500 gallons:

- (1) During business hours, Monday to Friday 8:00 a.m. to 5:00 p.m.: ~~\$41.00~~ per dump.
- (2) After business hours: ~~\$100.00~~ per dump.

(b) 501 to 1,000 gallons:

- (1) During business hours, Monday to Friday 8:00 a.m. to 5:00 p.m.: ~~\$82.00~~ per dump.
- (2) After business hours: ~~\$125.00~~ per dump.

(c) A deposit as stated in the Master Rate and Fee Schedule will be required at the time of setting up the account.  
Waste can only be dumped at the city's wastewater treatment plant in designated manholes with city personnel present and approving waste as acceptable. Only grey water will be accepted unless the business is located within the city limits. No grease trap waste will be accepted at any time.

#### **Sec. 13.208    Utility Deposit Policy**

(a) Initial Account Deposit.

(1) Deposit for residential customers will be ~~\$200.00~~ due upon application for utility service and such fee is stated in the Master Rate and Fee Schedule. Deposit is to be paid at city hall and a receipt issued to account holder. If customer is low-income qualified, deposit may be made in two monthly payments, with \$100.00 due at time of application of utility service and the remaining amount to be billed on the first utility bill. Verification of income will be required to qualify for low-income status. Nonpayment of billed deposit will result in suspension of service to residence until payment is made. A reconnection fee will be imposed and paid prior to resumption of services. The reconnection fees are listed in the Fee Schedule. Customers who have had a previous account with the city and left a balance will be required to pay that balance prior to a new account being opened.

(2) Deposits for commercial/industrial accounts will be estimated on an individual basis. Commercial/industrial account deposits will be based on six months of average utility bills for a similar type of business. Minimum deposit will be as stated in the Master Rate and Fee Schedule ~~\$200.00~~.

### Sec. 13.209 Rates and Charges

The rates and charges for any utility service furnished by the city shall be as determined by the city from time to time and are stated in the Master Rate and Fee Schedule.

### Sec. 13.212 Resumption of Service

Any consumer of the utility services furnished by the city whose utility services have been disconnected or terminated for the nonpayment of the rates and charges therefor may have such utility services resumed by paying all rates, charges, deposits and penalties due by the customer to the city plus a reconnection fee set by the city in the Master Rate and Fee Schedule ~~from time to time~~. The amount due shall not include any amounts for which a bill has not yet been received by the customer.

### Sec. 13.302 Specific Charges

(a) Base Rates, Tier rates non-industrial, Tier rate industrial, and bulk water rate are as stated in the Master Rate and Fee Schedule.

~~(1) — City residential/commercial/industry base rates:~~

<u>Meter</u>	<u>City Base Rate</u>	<u>Rural Base Rate</u>
<del>3/4</del>	<del>\$13.26</del>	<del>\$14.85</del>
<del>1</del>	<del>\$21.06</del>	<del>\$23.59</del>
<del>1.5</del>	<del>\$27.30</del>	<del>\$30.58</del>
<del>2</del>	<del>\$40.56</del>	<del>\$45.43</del>
<del>3</del>	<del>\$62.40</del>	<del>\$69.89</del>
<del>4</del>	<del>\$93.60</del>	<del>\$104.83</del>
<del>6</del>	<del>\$195.00</del>	<del>\$218.40</del>

~~(2) — Tier rates nonindustrial:~~

<u>Usage Tier</u>	<u>City Rate</u>	<u>Rural Rate</u>
-------------------	------------------	-------------------

<del>1 to 5,000</del>	<del>\$2.69</del>	<del>\$3.01</del>
<del>5,001 to 10,000</del>	<del>\$3.00</del>	<del>\$3.36</del>
<del>10,001 to 25,000</del>	<del>\$3.31</del>	<del>\$3.71</del>
<del>25,001 to 50,000</del>	<del>\$3.63</del>	<del>\$4.07</del>
<del>Over 50,000</del>	<del>\$3.88</del>	<del>\$4.35</del>

~~(3) — Tier rate industrial:~~

<u>Usage Tier</u>	<u>City Rate</u>	<u>Rural Rate</u>
<del>1 to 5,000</del>	<del>\$2.69</del>	<del>\$3.01</del>
<del>5,001 to 10,000</del>	<del>\$3.00</del>	<del>\$3.36</del>
<del>10,001 to 100,000</del>	<del>\$3.31</del>	<del>\$3.71</del>
<del>100,001 to 1,000,000</del>	<del>\$2.69</del>	<del>\$3.01</del>
<del>Over 1,000,000</del>	<del>\$2.50</del>	<del>\$2.80</del>

~~(b) — Bulk Water Rates.~~ The rate for bulk water shall be \$12.00 per thousand gallons.

### Sec. 13.303 Water Meter Fee Schedule

LUE's per meter size meter installation fee are as stated in the Master Rate and Fee Schedule:

<u>Meter Size</u>	<u>LUE</u>	<u>Fee/LUE</u>	<u>Fee</u>
<del>5/8"</del>	<del>1</del>	<del>\$500.00</del>	<del>\$500.00</del>
<del>3/4"</del>	<del>1.5</del>	<del>\$500.00</del>	<del>\$750.00</del>
<del>1"</del>	<del>2.5</del>	<del>\$500.00</del>	<del>\$1,250.00</del>
<del>1-1/2"</del>	<del>5</del>	<del>\$500.00</del>	<del>\$2,500.00</del>
<del>2"</del>	<del>8</del>	<del>\$500.00</del>	<del>\$4,000.00</del>
<del>3"</del>	<del>16</del>	<del>\$500.00</del>	<del>\$8,000.00</del>
<del>4"</del>	<del>25</del>	<del>\$500.00</del>	<del>\$12,500.00</del>
<del>6"</del>	<del>50</del>	<del>\$500.00</del>	<del>\$25,000.00</del>
<del>8"</del>	<del>80</del>	<del>\$500.00</del>	<del>\$40,000.00</del>
<del>10"</del>	<del>115</del>	<del>\$500.00</del>	<del>\$57,500.00</del>

### Sec. 13.304 Delayed Payment/Reconnect Fees

(a) Delayed Payment or Late Payment. Will be ten percent (10%) of the bill if not paid on or before the 10th of the month in which bill is rendered.

(b) Reconnect Fee. If service is discontinued because of nonpayment, a ~~fee~~\$50.00 per meter charge will be made for reconnection during regular working hours. For reconnection after regular working hours, a fee~~the charge~~ will be charged according to the Master Rate and Fee Schedule ~~\$75.00~~.

## ARTICLE 13.400 SEWER RATES\*

### Sec. 13.401 Monthly Sewer Rates

There shall be charged for sewer services in the City of Gonzales, Texas, for each month, rates as provided for ~~as stated in the~~ [Master Rate and Fee Schedule](#) ~~in the office of the city secretary.~~

#### ~~Sec. 13.402 Sewer Tap Fee Schedule~~

~~(a) Four inch (4") connection: \$1,500.00.~~

~~(b) Six inch (6") connection: \$2,500.00.~~

~~(c) Eight inch (8") connection: \$3,500.00.~~

~~(d) Taps larger than eight inches (8") or under circumstances that increase the cost of any tap the customer shall pay the actual construction cost.~~

## **EXHIBIT "A"**

### **Sec. 2.104 Impoundment; Violation Notice\***

(h) An owner reclaiming an impounded animal shall pay all impounding fees and vaccination fees as needed for animals before they shall be returned to the owner. Boarding fees shall also be charged to the owner at ~~thea rate fee stated in the Master Rate and Fee Schedule of \$10.00 per day~~ for food and housing for the animal. The impounding and pick up fee shall ~~not exceed stated in the Master Rate and Fee Schedule \$25.00~~ for a dog or a cat ~~will be paid to the Gonzales Police Department. , and a~~ All other fees shall be charged at whatever costs are accumulated in impounding the animal (such as any trailer or help as may be contracted for to move the animal to the shelter).

(i) Subsequent impounding/pick up of the same animal occurring within a 12 month period shall be charged double the impound/pick up fee.

### **Sec. 2.107 Fowl and Livestock**

(c) It shall be unlawful for any person to keep a horse, mule or jenny in the city limits without obtaining a permit and paying the fee stated in the Master Rate and Fee Schedule.

### **Sec. 2.110 Loan of Live Traps by the City to Citizens**

Any small animal trap that is loaned to any citizen of the city by the animal control department of the animal control department will have a fee as stated in the Master Rate and Fee Schedule of \$1.00 per day charged to the citizen borrowing the trap. The citizen is responsible for the upkeep and baiting of the trap while he or she is in possession of the trap. Any trap destroyed, lost, or stolen is the responsibility of the person renting the trap. If the trap is lost damaged or stolen, the full replacement cost of the trap shall be charged to the person renting the trap. All funds so generated will be used to purchase more traps or to replace worn out traps.

### **Sec. 3.126 Permit Provisions**

(a) Before cutting or excavating any street or alley, the person, firm, association or corporation so desiring to do same shall apply for a permit to do same with the city secretary. The contents of such permit application shall contain the following:

- (1) Name of person, firm, association or corporation desiring such permit and their address along with the name, address and telephone number of the person or persons to contact in the event of problems with the proposed excavation.
- (2) Location of the excavation and approximate size thereof.
- (3) A corporate surety performance bond in the amount of \$5,000.00 payable to the city for any violation of requirements of Section 3.127 shall be submitted with such application.
- (4) The fee stated in the Master Rate and Fee Schedule will be tendered for the ~~A \$10.00~~ permit fee. ~~will be tendered.~~

### Sec. 3.401 Permit Required

Any person desirous of demolishing any house, building or other structure situated within the city limits shall, prior to commencement of any portion of such work, obtain from the city a permit for each house, building or structure to be demolished. (1995 Code of Ordinances, Title XV, Chapter 150, Section 150.35)

### Sec. 3.402 Permit Fee

Each applicant for a demolition permit shall pay the fee stated in the Master Rate and Fee Schedule ~~a fee of \$25.00~~ for each permit issued under this article. This fee includes the base fee and inspection fee. (1995 Code of Ordinances, Title XV, Chapter 150, Section 150.36)

### ~~Sec. 3.518 Registration Fees~~

~~At the time of filing an application for a registration required by the provisions of this article, the applicant therefor shall pay to the city secretary a registration fee therefor as follows:~~

#### ~~(1) Master Electrician.~~

~~(A) Original, \$150.00.~~

~~(B) Renewal, \$25.00.~~

#### ~~(2) Journeyman Electrician.~~

~~(A) Original, \$100.00.~~

~~(B) Renewal, \$25.00.~~

#### ~~(3) Apprentice Electrician.~~

~~(A) Original, \$50.00.~~

~~(B) Renewal, \$25.00.~~

### Sec. 3.524 Renewal

Each registration issued under the provisions of this article may be renewed by the holder thereof on January 1 of each year upon ~~notice~~ the payment of the required fee to the city secretary, along with evidence that the required insurance is still in full force and effect; provided that such registration has not been revoked prior thereto.

### Sec. 3.540 Permit Fees

All permits shall be obtained at the rates determined and listed within the City of Gonzales Master Rate and Fee Schedule.

#### ~~(a) Commercial Construction.~~

~~(1) Base permit fee: \$50.00~~

~~==~~



~~(2) — New/addition~~

~~(A) — 1–3,000: \$0.30.~~

~~(B) — 3,001–10,000: \$0.20.~~

~~(C) — 10,001–20,000: \$0.10.~~

~~(D) — 20,001–40,000: \$0.08.~~

~~(E) — 40,001–50,000: \$0.04.~~

~~(F) — 50,000 and up: \$0.02.~~

~~(3) — Remodel:~~

~~(A) — 1–3,000: \$0.10.~~

~~(B) — 3,001–10,000: \$0.05.~~

~~(C) — 10,001 and up: \$0.03.~~

~~(4) — Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A) — Slab or pier and beam: \$25.00.~~

~~(B) — Framing: \$25.00.~~

~~(C) — Roof: \$25.00.~~

~~(D) — Siding: \$25.00.~~

~~(E) — Insulation: \$25.00.~~

~~(F) — Drywall/wall covering: \$25.00.~~

~~(G) — Trim/accessories: \$25.00.~~

~~(H) — Final: \$25.00.~~

~~(I) — CSI report: \$25.00.~~

~~(b) — Residential Construction:~~

~~(1) — Base permit fee: \$25.00.~~

~~(2) — New/addition:~~

~~(A) — Project area per square foot: Base permit fee plus price per square foot.~~

~~(B) — Per square foot: \$0.30.~~

~~(3) — Remodel:~~

~~(A) — Per square foot: \$0.20.~~

~~(4) — Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A) — Slab or pier and beam: \$25.00.~~

~~(B) — Framing: \$25.00.~~

~~(C) — Roof: \$25.00.~~

~~(D) — Siding: \$25.00.~~

~~(E) — Insulation: \$25.00.~~

~~(F) — Drywall/wall covering: \$25.00.~~

~~(G) — Trim/accessories: \$25.00.~~

~~(H) — Final: \$25.00.~~

~~(I) — CSI report: \$25.00.~~

~~(c) — Accessory/Carport/Storage:~~

~~(1) — Base permit fee: \$25.00.~~

~~(2) — Project area per square foot (base permit fee plus price per square foot): Per square foot: \$0.02.~~

~~(3) — Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A) — Site verification: \$25.00.~~

~~(d) — Electrical:~~

~~(1) — Base fee: \$25.00.~~

~~(2) — Device fee: \$0.50 each.~~

~~(3) — Service/ Uppgrade: \$50.00.~~

~~(4) — Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A) — Service: \$25.00.~~

~~(B)—Rough in: \$25.00.~~

~~(C)—Final: \$25.00.~~

~~(e)—Plumbing.~~

~~(1)—Base fee: \$25.00.~~

~~(2)—Fixture/faucets/fittings (Fee for each): \$2.00 each.~~

~~(3)—Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A)—Building sewer: \$25.00.~~

~~(B)—Top out: \$25.00.~~

~~(C)—Trim out: \$25.00.~~

~~(D)—Final: \$25.00.~~

~~(4)—The following are a combined base and inspection fee:~~

~~(A)—Building drain: \$75.00.~~

~~(B)—Water service line: \$75.00.~~

~~(C)—Gas test: \$75.00.~~

~~(D)—Storm drain: \$75.00.~~

~~(E)—Grease trap/interceptor: \$75.00.~~

~~(F)—Manholes: \$75.00.~~

~~(G)—Medical gas: \$75.00.~~

~~(H)—Irrigation: \$75.00.~~

~~(I)—Backflow preventer: \$75.00.~~

~~(f)—Storage/Fuel/Oil Tanks.~~

~~(1)—Base fee: \$50.00.~~

~~(2)—Per gallon/price per gallon:~~

~~(A)—1–2,000: \$0.10.~~

~~(B)—2,001–5,000: \$0.05.~~

~~(C)—5,001 and up: \$0.03.~~

~~(3)—Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A)—Foundation: \$25.00.~~

~~(B)—Piping/pressure: \$25.00.~~

~~(C)—Final: \$25.00.~~

~~(g)—HVAC.~~

~~(1)—Base fee: \$25.00.~~

~~(2)—Air conditioner: \$5.00 per ton.~~

~~(3)—Exhaust fan: \$5.00 each.~~

~~(4)—Add or modify duct: \$5.00 per outlet.~~

~~(5)—Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A)—Rough in: \$25.00.~~

~~(B)—Final: \$25.00.~~

~~(h)—Asphalt/Concrete.~~

~~(1)—Base fee: \$25.00.~~

~~(2)—Project area per square foot: Base permit fee plus price per square foot.~~

~~(3)—Per square foot: \$0.03.~~

~~(4)—Fee schedule for the minimum number of inspections listed below. Each may require additional inspections depending upon the size of the project:~~

~~(A)—Rebar/wire mesh: \$25.00.~~

~~(i)—Demolition. Base fee and inspection: \$25.00.~~

~~(j)—House Leveling. Base fee and inspection: \$75.00.~~

~~(k)—Roofing. Base fee and inspection: \$100.00.~~

~~(l)—Plan review fee. 15% of permit fee.~~

~~(m)—Fence. Over 6' in height:~~

(1) — ~~Per linear foot: \$0.30.~~

(2) — ~~Inspection: \$25.00.~~

(n) — ~~Reinspection Fee on Any Project: \$25.00.~~

~~(Ordinance 2017-4 adopted 2/7/17)~~

### **Sec. 3.818 — Permit Fees**

~~The permit fees shall be collected for each sign permit issued.~~

(1) — ~~Commercial Signs \$25.005.~~

(2) — ~~Billboards Signs \$100.00.~~

(3) — ~~Portable Signs \$20.00.~~

### **Sec. 3.848 Lessors of Portable Signs; Fee**

All persons engaged in the business of leasing portable signs shall pay a fee ~~of \$20.00~~ per sign owned for lease or rent as stated in the Master Rate and Fee Schedule. No lessee of a portable sign shall be required to pay a separate permit fee.

### **Sec. 4.206 Surface Permit Application and Filing Fees**

(c) **Application Accompanied by Permit Fee.** Every application shall be accompanied by a permit fee for each drill site as set forth in the Master Rate and Fee Schedule.

(17) **Fees.** All required application and surface permit fees as stated in the Master Rate and Fee Schedule.

### **Sec. 4.209 Amended Surface Permits**

An operator may request to amend a surface permit, to relocate a drill site or operation site that was shown on the application, provided the distance from a protected use is not less than three hundred feet ~~dt~~ (300').

### **Sec. 4.210 Transfer of Surface Permit**

(c) **Transfer Fee.** Applications for the transfer of surface permits shall be filed with the city secretary. The application fee for the transfer as set forth in the Master Rate and Fee Schedule ~~in appendix A [sic]~~ and shall accompany each surface permit transfer application.

### **Sec. 4.211 Suspension or Revocation of Surface Permit; Effects**

### **Sec. 4.212 Periodic Reports**

(e) **Annual Site Inspection.** The city inspector upon notice to operator shall perform an annual site inspection to insure that the operator is conducting operations in compliance with the surface permit and the provisions of this article and to verify the accuracy of the information reported pursuant to this section. The operator shall pay an Annual Inspection Fee in an amount set forth in the Master Rate and Fee Schedule. The annual inspection fee shall be paid no later than May 30th of each year.

(f) **Follow Up Inspection.** Incidents requiring notification to the commission shall require a follow up inspection by the city inspector. The fee for said follow up inspection as set forth in the [Master Rate and Fee Schedule](#). Fee shall be paid within thirty (30) calendar days of being notified of the need for a follow up inspection.

#### **Sec. 4.220 Appeals**

(d) **Fee.** Appeal fees shall be required for every appeal and as set forth in the [Master Rate and Fee Schedule](#).

#### **Sec. 4.315 Fee for License**

As a condition and requirement to the licensing of a carnival to show in the city, the applicant for such license shall pay to the city secretary a license fee ~~as stated in the Master Rate and Fee Schedule~~~~in the sum of \$100.00.~~

#### **Sec. 4.322 License Fee**

The fee for any license required by the provisions of this division shall be the ~~rate stated in the Master Rate and Fee Schedule~~~~sum of \$100.00~~ and shall be paid to the city at the time the application for such license is made.

#### **Sec. 4.362 Licensing**

(a) **Payment of Fee and Issuance of License.** An owner, operator, or lessee of an amusement redemption machine game room shall be required to secure a license annually. An amusement redemption machine game room shall be required to secure a license by paying to the city an annual inspection and amusement redemption machine game room license fee ~~as stated in the Master Rate and Fee Schedule~~~~of \$250.00~~. Application shall not be approved until a completed application has been submitted and found to meet all application requirements.

#### **Sec. 4.502 License Tax**

There is levied and assessed and ordered to be collected for the general fund of the city an annual license fee for the calendar year on all persons operating taxicabs within the city ~~as stated in the Master Rate and Fee Schedule~~~~of \$50.00 and \$10.00 fee~~ for each and every taxicab operated by such person.

#### **Sec. 4.522 Permit**

(a) It shall be unlawful to operate a horse-drawn carriage or other touring vehicle employing the use of draft animals for locomotion without first being issued a city carriage permit. The city secretary shall issue a carriage permit only if the following requirements have been satisfied:

(12) The applicant has paid a nonrefundable permit fee ~~as stated in the Master Rate and Fee Schedule~~~~of \$50.00~~ per carriage to defray the expense of carrying out the provisions of this article.

#### **Sec. 4.605 License Application ~~Fees~~**

(a) The following are the approved license applications ~~fees~~ for licenses required under this article:

(1) The application fee for a new sexually oriented business license shall be ~~stated in the Master Rate and Fee Schedule~~~~\$1,500.00~~;

(2) The application fee for renewal of a sexually oriented business license shall be ~~as stated in the Master Rate and Fee Schedule~~~~\$750.00~~;

(3) The application fee for a new manager or entertainer license shall be ~~as stated in the Master Rate and Fee Schedule~~~~\$150.00~~; and

(4) The application fee for a renewal of a manager or entertainer license shall be ~~as stated in the Master Rate and Fee Schedule~~~~\$75.00~~.

#### Sec. 4.904 Application Fee

- (a) An application processing fee ~~as stated in the Master Rate and Fee Schedule~~ of \$25.00 should accompany each application for filming in the city.
- (b) The city manager may waive this fee upon proof of an organization's nonprofit status or for any other reason deemed appropriate by the city manager.

#### Sec. 4.906 Use of City-Owned Real Estate

- (a) The city manager may authorize the use of any street, right-of-way, park or public building, use of the city name, trademark or logo and/or use of city equipment and/or personnel for commercial uses in motion-picture production. In conjunction with these uses, the city manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the city manager.
- (b) The applicant shall reimburse the city for inconveniences when using public property. ~~Following is the rate schedule:~~

Activity	Cost per calendar day (maximum of 8 hours/day)
<del>Total or disruptive use (regular operating hours) of a public building, park, right of way, or public area.</del>	<del>500.00 per day/\$100.00 per hour after 8 hours</del>
<del>Partial, nondisruptive use of a public building, park, right of way, or public area.</del>	<del>\$250.00 per day/\$50.00 per hour after 8 hours</del>
<del>Total closure or obstruction of public street or right of way, including parking lots and on street parking.</del>	<del>\$50.00 per block, per day/\$10.00 per hour after 8 hours</del>
<del>Partial closure or obstruction of public street or right of way, including parking lots and on street parking.</del>	<del>\$25.00 per block, per day/\$5.00 per hour after 8 hours</del>
<del>Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles).</del>	<del>the \$50.00 per block or lot, per day/\$10.00 per hour after 8 hours</del>

- (c) The applicant acknowledges and agrees that the city possesses and retains exclusive authority to grant the applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the city as well as control over the hours of production and the general location of the production. The city reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

#### Sec. 5.204 Response to Hazardous Materials Incidents

Any response made to a hazardous material incident by the fire department, shall be billed to the responsible party for services rendered at a minimum rate ~~as stated in the Master Rate and Fee Schedule~~ of \$500.00 dollars per hour.

#### Sec. 5.206 Fee for Rescue at Low Water Crossings

A fee ~~as stated in the Master Rate and Fee Schedule~~ of \$400.00 shall be assessed to any individual that a fire unit of the fire department rescues or attempts to rescue at a low water crossing or other areas that were barricaded or blocked due to high water.

### ARTICLE 5.400 FEES

## Sec. 5.401 Permit and fees

All permits shall be obtained at the rates and fees determined and listed within the City of Gonzales Master Rate and Fee Schedule.

(a) Fixed Pipe Suppression System Permit: ~~\$50.00~~ per system. This fee covers reviewing plans, inspecting, witnessing the testing of, and modification of, fire extinguishing systems in kitchen vent hoods, ducts, paint booths, and similar systems.

(b) Sprinkler System Permit: ~~\$150.00 – \$1,500.00~~. The ~~is~~ fee covers reviewing plans, inspecting, and witnessing the hydrostatic testing of sprinkler systems.

(1) For systems with up to 200 heads: ~~\$150.00~~.

(2) For each additional head: ~~\$0.50~~.

(3) Maximum fee: ~~\$1,500.00~~.

(c) Fire Alarm System Permit: ~~\$150.00 – \$1,500.00~~. The ~~is~~ fee covers reviewing plans, inspecting, witnessing the testing of new fire alarm systems in addition to existing systems.

(1) For systems with ~~up to 200~~ 50 devices or less (initiating and/or signaling devices): ~~\$150.00~~

(2) For each additional initiating and/or signaling device: ~~\$0.50~~.

(3) Maximum fee: ~~\$1,500.00~~.

(d) Smoke Control System Permit: ~~\$75.00~~. This fee covers witnessing the testing of the buildings smoke control system.

(e) Ventilation Control System Permit: ~~\$50.00 – \$100.00~~.

(1) Kitchen Hood System: ~~\$50.00~~, this fee covers reviewing plans, inspecting, and witnessing the testing of ventilation control system for commercial cooking operations.

(2) Paint Booth: ~~\$100.00~~.

(f) Flammable and Combustible Liquid Storage Tanks Permit: ~~\$150.00~~ (per tank), this fee covers reviewing plans, inspecting, and witnessing tests on the installation, and or removal or repair of any flammable or combustible liquid storage tanks and/or system.

(g) Modification Permit: ~~\$25.00 – \$75.00~~, The ~~is~~ fee covers reviewing plans, witnessing the testing of, inspecting, and approving limited modifications to existing systems listed below:

(1) Existing fixed pipe suppression system: ~~\$25.00~~.

(2) Existing sprinkler system: ~~\$75.00~~, maximum addition of ~~10~~ 20 heads allowed.

(3) Existing fire alarm system: ~~\$75.00~~, maximum of 10 initiating/signaling devices allowed.

(4) Existing smoke control system: ~~\$75.00~~.



- (5) Existing flammable or combustible liquids storage tank and/or system: ~~\$75.00~~.
- (h) Underground Fire Line, Standpipe/Water System Permit: ~~\$100.00~~, this fee covers reviewing plans, witnessing the testing of, inspecting, and approving installed fire protection systems, such as underground fire lines and standpipes.
- (i) Fire Flow Test Permit: ~~\$100.00~~, this fee shall be assessed for flowing water through a fire hydrant or other appliance to assist with determining the required fire flow.
- (j) Fire Pump: ~~\$200.00~~.
- (k) 30-Day Burn Permit: ~~\$25.00~~, this fee covers a required inspection of material prior to approval.
- (l) Tent Permit: ~~\$50.00, this fee covers the fire safety inspection of tents over 400 square feet.~~
- (m) Licensed Facilities Inspection Permit: ~~\$50.00–\$100.00, t~~The fee below covers the fire safety inspection required by Texas Department of State Health Services for operation.
- (1) Foster and adoption home: ~~No charge~~.
- (2) Small facilities (less than 7 occupants) such as child and adult care centers, MHMR facilities, and group homes: ~~\$50.00~~.
- (3) Large child or adult care centers: ~~\$100.00~~.
- (4) Hospitals, nursing homes, and assisted living: ~~\$100.00~~.
- (n) Mobile Food Vendor Permit: ~~\$50.00~~, this fee covers the annual fire safety inspection.
- (o) Reinspection/Retest: ~~\$50.~~, this fee shall be assessed for each reinspection/retest. All reinspection/retest fees shall be paid before any subsequent inspection/test is conducted.
- (p) After-Hours Inspection: ~~\$50.00~~, this additional fee shall be assessed for any inspection called after hours.
- (q) Permit Extension: ~~1/2 initial fee~~, this fee shall be assessed for extension of permit. Only one extension allowed per permit.
- (r) No Permit: ~~Triple the permit fee~~.
- (s) Hazardous Materials Response and Operations: ~~\$500.00 per hour~~, this fee covers response and operations of the city fire department at a hazardous materials incident.
- (t) Fire Watch for Special Events: \$ actual cost per hour.
- (u) Rescue at Low Water Crossings: ~~\$400.00~~, this fee shall be assessed to any individual that emergency personnel of the city rescues or attempts at a low water crossing or other areas that were barricaded or blocked due to high water.

## **Sec. 10.301 Platting fees**

The city council hereby authorizes the collection of platting fees as ~~stated in the rate fee schedule~~Master Rate and Fee Schedule follows:

	<u>Base Fee</u>	<u>Per Lot/Acre</u>
-	-	-
-	-	-
-	Minor plat	\$250.00 <del>\$3.00 lot; \$5.00 acre</del>
-	-	-
-	Vesting plat	\$250.00 <del>\$3.00 lot; \$5.00 acre</del>
-	-	-
-	Filing plat	\$250.00 <del>\$3.00 lot; \$5.00 acre</del>
-	-	-
-	Replat	\$250.00 <del>\$3.00 lot; \$5.00 acre</del>
-	-	-
-	Development plat	\$250.00 <del>\$3.00 lot; \$5.00 acre</del>
-	-	-
-	Amended plat	\$250.00 <del>\$3.00 lot; \$5.00 acre</del>

~~If in ETJ per lot/acre fees shall be \$5.00 per lot and \$10.00 per acre.~~

#### **Sec. 13.127    Dumping of Wastes**

All permits shall be obtained at the rates determined and listed within the City of Gonzales Master Rate and Fee Schedule

(a)    1 to 500 gallons:

- (1)    During business hours, Monday to Friday 8:00 a.m. to 5:00 p.m.: ~~\$41.00~~ per dump.
- (2)    After business hours: ~~\$100.00~~ per dump.

(b)    501 to 1,000 gallons:

- (1)    During business hours, Monday to Friday 8:00 a.m. to 5:00 p.m.: ~~\$82.00~~ per dump.
- (2)    After business hours: ~~\$125.00~~ per dump.

(c)    A deposit as stated in the Master Rate and Fee Schedule will be required at the time of setting up the account.  
Waste can only be dumped at the city's wastewater treatment plant in designated manholes with city personnel present and approving waste as acceptable. Only grey water will be accepted unless the business is located within the city limits. No grease trap waste will be accepted at any time.

#### **Sec. 13.208    Utility Deposit Policy**

(a)    Initial Account Deposit.

(1) Deposit for residential customers will be ~~\$200.00~~ due upon application for utility service and such fee is stated in the Master Rate and Fee Schedule. Deposit is to be paid at city hall and a receipt issued to account holder. If customer is low-income qualified, deposit may be made in two monthly payments, with \$100.00 due at time of application of utility service and the remaining amount to be billed on the first utility bill. Verification of income will be required to qualify for low-income status. Nonpayment of billed deposit will result in suspension of service to residence until payment is made. A reconnection fee will be imposed and paid prior to resumption of services. The reconnection fees are listed in the Fee Schedule. Customers who have had a previous account with the city and left a balance will be required to pay that balance prior to a new account being opened.

(2) Deposits for commercial/industrial accounts will be estimated on an individual basis. Commercial/industrial account deposits will be based on six months of average utility bills for a similar type of business. Minimum deposit will be as stated in the Master Rate and Fee Schedule ~~\$200.00~~.

### Sec. 13.209 Rates and Charges

The rates and charges for any utility service furnished by the city shall be as determined by the city from time to time and are stated in the Master Rate and Fee Schedule.

### Sec. 13.212 Resumption of Service

Any consumer of the utility services furnished by the city whose utility services have been disconnected or terminated for the nonpayment of the rates and charges therefor may have such utility services resumed by paying all rates, charges, deposits and penalties due by the customer to the city plus a reconnection fee set by the city in the Master Rate and Fee Schedule ~~from time to time~~. The amount due shall not include any amounts for which a bill has not yet been received by the customer.

### Sec. 13.302 Specific Charges

(a) Base Rates, Tier rates non-industrial, Tier rate industrial, and bulk water rate are as stated in the Master Rate and Fee Schedule.

~~(1) — City residential/commercial/industry base rates:~~

<u>Meter</u>	<u>City Base Rate</u>	<u>Rural Base Rate</u>
<del>3/4</del>	<del>\$13.26</del>	<del>\$14.85</del>
<del>1</del>	<del>\$21.06</del>	<del>\$23.59</del>
<del>1.5</del>	<del>\$27.30</del>	<del>\$30.58</del>
<del>2</del>	<del>\$40.56</del>	<del>\$45.43</del>
<del>3</del>	<del>\$62.40</del>	<del>\$69.89</del>
<del>4</del>	<del>\$93.60</del>	<del>\$104.83</del>
<del>6</del>	<del>\$195.00</del>	<del>\$218.40</del>

~~(2) — Tier rates nonindustrial:~~

<u>Usage Tier</u>	<u>City Rate</u>	<u>Rural Rate</u>
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<del>1 to 5,000</del>	<del>\$2.69</del>	<del>\$3.01</del>
<del>5,001 to 10,000</del>	<del>\$3.00</del>	<del>\$3.36</del>
<del>10,001 to 25,000</del>	<del>\$3.31</del>	<del>\$3.71</del>
<del>25,001 to 50,000</del>	<del>\$3.63</del>	<del>\$4.07</del>
<del>Over 50,000</del>	<del>\$3.88</del>	<del>\$4.35</del>

~~(3) — Tier rate industrial:~~

<u>Usage Tier</u>	<u>City Rate</u>	<u>Rural Rate</u>
<del>1 to 5,000</del>	<del>\$2.69</del>	<del>\$3.01</del>
<del>5,001 to 10,000</del>	<del>\$3.00</del>	<del>\$3.36</del>
<del>10,001 to 100,000</del>	<del>\$3.31</del>	<del>\$3.71</del>
<del>100,001 to 1,000,000</del>	<del>\$2.69</del>	<del>\$3.01</del>
<del>Over 1,000,000</del>	<del>\$2.50</del>	<del>\$2.80</del>

~~(b) — Bulk Water Rates.~~ The rate for bulk water shall be \$12.00 per thousand gallons.

### Sec. 13.303 Water Meter Fee Schedule

LUE's per meter size meter installation fee are as stated in the Master Rate and Fee Schedule:

<u>Meter Size</u>	<u>LUE</u>	<u>Fee/LUE</u>	<u>Fee</u>
<del>5/8"</del>	<del>1</del>	<del>\$500.00</del>	<del>\$500.00</del>
<del>3/4"</del>	<del>1.5</del>	<del>\$500.00</del>	<del>\$750.00</del>
<del>1"</del>	<del>2.5</del>	<del>\$500.00</del>	<del>\$1,250.00</del>
<del>1-1/2"</del>	<del>5</del>	<del>\$500.00</del>	<del>\$2,500.00</del>
<del>2"</del>	<del>8</del>	<del>\$500.00</del>	<del>\$4,000.00</del>
<del>3"</del>	<del>16</del>	<del>\$500.00</del>	<del>\$8,000.00</del>
<del>4"</del>	<del>25</del>	<del>\$500.00</del>	<del>\$12,500.00</del>
<del>6"</del>	<del>50</del>	<del>\$500.00</del>	<del>\$25,000.00</del>
<del>8"</del>	<del>80</del>	<del>\$500.00</del>	<del>\$40,000.00</del>
<del>10"</del>	<del>115</del>	<del>\$500.00</del>	<del>\$57,500.00</del>

### Sec. 13.304 Delayed Payment/Reconnect Fees

(a) Delayed Payment or Late Payment. Will be ten percent (10%) of the bill if not paid on or before the 10th of the month in which bill is rendered.

(b) Reconnect Fee. If service is discontinued because of nonpayment, a ~~fee~~\$50.00 per meter charge will be made for reconnection during regular working hours. For reconnection after regular working hours, a fee~~the charge~~ will be charged according to the Master Rate and Fee Schedule ~~\$75.00~~.

## ARTICLE 13.400 SEWER RATES\*

### Sec. 13.401 Monthly Sewer Rates

There shall be charged for sewer services in the City of Gonzales, Texas, for each month, rates as provided for ~~as stated in the~~ [Master Rate and Fee Schedule](#) ~~in the office of the city secretary.~~

#### ~~Sec. 13.402 Sewer Tap Fee Schedule~~

~~(a) Four inch (4") connection: \$1,500.00.~~

~~(b) Six inch (6") connection: \$2,500.00.~~

~~(c) Eight inch (8") connection: \$3,500.00.~~

~~(d) Taps larger than eight inches (8") or under circumstances that increase the cost of any tap the customer shall pay the actual construction cost.~~

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
MINUTES –AUGUST 12, 2021**

The regular meeting of the City Council was held on **August 12, 2021** 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](http://www.gonzales.texas.gov).

**CALL TO ORDER, INVOCATION AND PLEDGE**

Mayor Kacir called the meeting to order at 6:06 p.m. and a quorum was certified.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Connie L. Kacir	Mayor	Present in person
Joseph Kridler	Council Member, District 1	Present in person
Sherri Koepp	Council Member, District 2	Present in person
Bobby O’Neal	Council Member, District 3	Present in person
Robert R. Brown, Jr.	Council Member, District 4	Absent

**STAFF PARTICIPATING:**

City Attorney Dan Santee, City Manager Tim Patek, Finance Director Laura Zella, EDC Director Jennifer Kolbe, Museum Director Gary Schurig and Police Chief Tim Crow.

**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 Chief Crow provided letters of commendation for multiple city officers, telecommunications officer and other Law Enforcement Divisions in our area
- Recognition of actions by community volunteers

**OTHER BUSINESS**

Mayor Kacir administered the Ceremonial Swearing in of Police Officers: Philip Smith, Tracy Moore and Ryan Morales

**HEARING OF RESIDENTS**

Bill Bob Low spoke in favor of the Feasibility Study for JB Wells Park

Betty Vaughan spoke in favor of repairs to the Eggleston House and Museum.

**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 July 8, 2021 Regular & Special Meeting, August 3, 2021 Workshop and the August 10, 2021 Workshop
- 2.2 Discuss, Consider & Possible Action on **Resolution #2021-58** 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 #2021-59** Authorizing the Nomination of Candidates for Positions to be Filled on the Gonzales County Appraisal District Board of Directors
- 2.4 Discuss, Consider & Possible Action on **Resolution #2021-60** Authorizing the City Manager to enter into an Agreement for Professional Municipal Advisory Services with RBC Capital Markets, LLC.

**ACTION: Items 2.1, 2.2 and 2.4**

**APPROVED**

Council Member O'Neal moved to approve the consent agenda items 2.1, 2.2 and 2.4. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

**ACTION ITEMS**

- 2.3 Discuss, Consider & Possible Action on **Resolution #2021-59** Authorizing the Nomination of Candidates for Positions to be Filled on the Gonzales County Appraisal District Board of Directors

**ACTION: Items 2.3**

**APPROVED**

Council Member O'Neal moved to approve **Resolution #2021-59** Authorizing the Nomination of Candidates for Positions to be Filled on the Gonzales County Appraisal District Board of Directors. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

**RESOLUTIONS**

- 3.1 Discuss, Consider & Possible Action on **Resolution #2021-61** Authorizing the City Manager to Execute Addendum Four to the Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations, Day-to-Day Maintenance Services, and Meter Data Collection.

Mayor Kacir requested to move the agenda item to the next regular meeting agenda.

- 3.2 Discuss, Consider & Possible Action on **Resolution #2021-62** Authorizing the City Manager to Negotiate and Execute an Agreement with Gonzales Chamber of Commerce

for Funding the In-Kind contributions from the City of Gonzales for the Come and Take It Celebration on October 1, 2021, through October 3, 2021

**ACTION: Items 3.2**

**APPROVED**

Council Member Kridler moved to approve **Resolution #2021-62** Authorizing the City Manager to Negotiate and Execute an Agreement with Gonzales Chamber of Commerce for Funding the In-Kind contributions from the City of Gonzales for the Come and Take It Celebration on October 1, 2021, through October 3, 2021. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.3 Discuss, Consider & Possible Action on **Resolution #2021-63** Taking a Record Vote on Setting the Preliminary Maximum Ad Valorem Tax Rate for Fiscal Year 2021-2022 and Scheduling a Public Hearing

**ACTION: Items 3.3**

**APPROVED**

Council Member O'Neal moved to approve **Resolution #2021-63** Taking a Record Vote on Setting the Preliminary Maximum Ad Valorem Tax Rate to \$0.3252 for Fiscal Year 2021-2022 and Scheduling a Public Hearing for September 2, 2021. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.4 Discuss, Consider & Possible Action on **Resolution #2021-64** Authorizing and Approving the Gonzales Economic Development Corporation, A Type B Economic Development Corporation and A Texas Non-Profit Corporation, Execute a Farm and Ranch Contract for the Acquisition of Part of Lots 17, 18, 19, Range 2, 3 East. Gonzales County, Texas, and Generally Located at 2521 Harwood Road, City of Gonzales, Gonzales County, Texas, and any and all Real Estate Closing Documents Necessary for GEDC to Acquire Said Property

**ACTION: Items 3.4**

**APPROVED**

Council Member O'Neal moved to approve **Resolution #2021-64** Authorizing and Approving the Gonzales Economic Development Corporation, A Type B Economic Development Corporation and A Texas Non-Profit Corporation, Execute a Farm and Ranch Contract for the Acquisition of Part of Lots 17, 18, 19, Range 2, 3 East. Gonzales County, Texas, and Generally Located at 2521 Harwood Road, City of Gonzales, Gonzales County, Texas, and any and all Real Estate Closing Documents Necessary for GEDC to Acquire Said Property. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.5 Discuss, Consider & Possible Action on **Resolution #2021-65** Accepting the donation of a Connex Laundry/Washeteria and contents from Mr. Raymond Shumate/Peggy's Horse Blankets for an approximate value of \$15,000.00 to be used at J.B. Wells Park

**ACTION: Items 3.5**

**APPROVED**



Council Member Kridler moved to approve **Resolution #2021-65** Accepting the donation of a Connex Laundry/Washeteria and contents from Mr. Raymond Shumate/Peggy's Horse Blankets for an approximate value of \$15,000.00 to be used at J.B. Wells Park. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.6 Discuss, Consider & Possible Action on **Resolution #2021-66** Authorizing City Staff to Seek Competitive Bids/Proposals in the manner most advantageous to the City for a Professional Venue Management Company to market the JB wells Park Expo

**ACTION: Items 3.6**

**APPROVED**

Council Member Kridler moved to approve **Resolution #2021-66** Authorizing City Staff to Seek Competitive Bids/Proposals in the manner most advantageous to the City for a Professional Venue Management Company to market the JB wells Park Expo. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.7 Discuss, Consider & Possible Action on **Resolution #2021-67** Appointing a Mayor Pro Tem for the City of Gonzales

**ACTION: Items 2.3**

**APPROVED**

Council Member Kridler moved to approve **Resolution #2021-67** Appointing a Bobby O'Neal as Mayor Pro Tem for the City of Gonzales. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

**ORDINANCES**

- 4.1 Discuss, Consider & Possible Action on **Ordinance #2021-21** Accepting the resignation of Council Member District 4, Declaring the vacancy, and Ordering a Special Election to fill said vacancy for the unexpired term

**ACTION: Items 4.1**

**APPROVED**

Council Member Kridler moved to approve **Ordinance #2021-21** Accepting the resignation of Council Member District 4, Declaring the vacancy, and Ordering a Special Election to fill said vacancy for the unexpired term. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

**STAFF/BOARD REPORTS**

- 5.1 Financial Report for the month of July 2021 and Quarterly Investment Reports ending 3/31/2021 and 6/30/2021
- 5.2 City Manager, Tim Patek will update the City Council on the following:
- District wide clean-up
  - Hydro electric

### **CONVENE INTO CLOSED SESSION:**

The Council convened into closed session at 6:52 p.m.

- 6.1 Pursuant to Section 551.087 of the Texas Government Code, the City of Gonzales will consult in closed session (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

A) Project A

### **RETURN TO OPEN SESSION**

The Council convened into open session at 7:47 p.m.

- 7.1 Discuss and Consider any Action Resulting from Closed Session as Necessary

No action was taken following closed session.

### **WORKSHOP**

- 8.1 Presentation and Discussion regarding Departmental Budget Requests for Fiscal Year Beginning October 1, 2021 Ending September 30, 2022

The City Council and staff deliberated regarding the proposed budget requests for Fiscal Year Beginning October 1, 2021 Ending September 30, 2022

### **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**

On a motion by Council Member O'Neal and second by Council Member Koepp the meeting was adjourned at 8:40 p.m.

Approved this 19<sup>th</sup> day of September, 2021.

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Connie Kacir, Mayor

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City Secretary

**CITY OF GONZALES, TEXAS  
CITY COUNCIL SPECIAL CALLED MEETING  
MINUTES –SEPTEMBER 2, 2021**

The Special Called Meeting of the City Council was held on **September 2, 2021** at 5:00 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](http://www.gonzales.texas.gov).

**CALL TO ORDER, INVOCATION AND PLEDGE**

Mayor Kacir called the meeting to order at 5:00 p.m. and a quorum was certified.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Connie L. Kacir	Mayor	Present in person
Joseph Kridler	Council Member, District 1	Present in person
Sherri Koepp	Council Member, District 2	Present in person
Bobby O'Neal	Council Member, District 3	Absent
Robert R. Brown, Jr.	Council Member, District 4	Absent

**STAFF PARTICIPATING:**

Liz Reiley-Main Street Manager/Tourism Director, Gary Schurig-Museum Director, Marty Ficken, Golf Course Superintendent, Caroline Helms, Library Director, Ralph Camarillo-Parks Director, James Cowey-Building Official, Billy Rhoades- Building Maintenance Superintendent, Wade Zella -Battalion Chief, Tim Crow-Police Chief, Todd Remschel-Street Director, Keith Schauer-City Engineer, Nick Deleon-Electric Director, Marland Mercer-Wastewater Superintendent, Ryan Wilkerson-Water Superintendent, Tim Patek-City Manager, Laura Zella-Finance Director, Kristina Vega-City Secretary.

**CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE**

**HEARING OF RESIDENTS**

No individuals were signed in or present to speak.

**ACTION ITEMS**

- 1.1 Discuss, Consider and Possible Action Approving **Resolution #2021-68** Authorizing the City Manager to Execute an Agreement for Election Services with Gonzales County for the November 2, 2021 Special Election to fill a vacancy.

**ACTION: Items 1.1**

**APPROVED**

Council Member Kridler moved to approve the consent agenda as presented. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 3 to 0.

**PUBLIC HEARING**

**Mayor Kacir opened the Public Hearing for the following items:**

The City Council of the City of Gonzales has approved a preliminary tax rate of \$0.3252, which exceeds the lower of the no-new revenue or voter-approval tax rate, and that if adopted, would

increase the total tax revenues from properties on the tax roll in the preceding year by 5.39% or \$88,200, but would decrease the total tax rate from the preceding tax year by \$0.0259, or 7.38%.

Public Hearing for citizen input regarding the use of City Funds for Fiscal Year beginning October 1, 2021 and ending September 30, 2022. This budget will raise more total property taxes than last year's budget by \$88,200 or 5.39% and of that amount \$8,176 is tax revenue to be raised from new property added to the tax roll this year.

Public Hearing for citizen input regarding the proposed Rate Fee Schedule for Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

No comments were made regarding the Public Hearings.

Mayor Kacir stated the proposed tax rate and budget will be voted on at the September 9<sup>th</sup> meeting at 6:00 p.m. at Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas 78629.

Mayor Kacir closed the public hearings.

#### **WORKSHOP**

- 2.1 Presentation and discussion regarding Departmental Budget Requests for Fiscal Year Beginning October 1, 2021 Ending September 30, 2022.

The City Council and staff deliberated regarding the proposed budget requests for Fiscal Year Beginning October 1, 2021 Ending September 30, 2022

#### **ADJOURN**

On a motion by Council Member Koepp and a second by Council Member Kridler, the meeting was adjourned at 7:37 p.m.

Approved this 9<sup>th</sup> day of September 2021.

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Connie Kacir, Mayor

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Kristina Vega, City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-71 Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

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

The attached properties listed have been determined to no longer have a use for the City of Gonzales and staff respectfully requests it to be declared surplus.

### **POLICY CONSIDERATIONS:**

Approval of this resolution would be consistent with the policy approved in 2013.

### **FISCAL IMPACT:**

The dollar amount that the surplus property is sold for will increase the general fund revenues.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

## **RESOLUTION NO. 2021-71**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE SALE OF SAID PROPERTY IN THE MANNER MOST ADVANTAGEOUS TO THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, in 2013 the Council approved a policy whereby the Council would declare property that staff determined to be of no further use to the City to be surplus; and,

**WHEREAS**, the policy states that Council will recommend the disposal method of the property; and

**WHEREAS**, the attached properties listed have been determined to no longer have a use for the City of Gonzales and staff respectfully requests it to be declared surplus; and

**WHEREAS**, the attached surplus property will be posted on the governmental auction site GovDeals or through the local auction company Texas Remarketing Service to be sold in a manner in which to be the most advantageous to the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby declares the attached Exhibit A as surplus and authorizes the sale of said property in accordance with the forgoing legislative findings.

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

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

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

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of September, 2021.**

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Connie Kacir, Mayor

ATTEST:

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Kristina Vega, City Secretary

## EXHIBIT "A"

<u>Make</u>	<u>Model</u>	<u>VIN/Serial Number</u>	<u>Notes</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0280</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0271</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CJT2714</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CJT2706</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CLX0800</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CKZ4888</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CJT2710</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0274</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CLX0804</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CJT2705</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0277</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0272</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CJT2711</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0278</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0276</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687THG3273</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0273</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0281</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CNZ0279</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CJH1937</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 1500</u>	<u>687CJH1930</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTS 2500</u>	<u>407CFR0006</u>	<u>Portable Radio</u>
<u>Motorola</u>	<u>XTL 2500</u>	<u>518CNZ0172</u>	<u>Dual Remote Head Radio</u>
<u>Motorola</u>	<u>XTL 2500</u>	<u>518CNZ0050</u>	<u>Dual Remote Head Radio</u>
<u>Motorola</u>	<u>XTL 2500</u>	<u>518CNZ0055</u>	<u>Remote Head Radio</u>
<u>Motorola</u>	<u>XTL 2500</u>	<u>518CKZ0225</u>	<u>Remote Head Radio</u>
<u>Motorola</u>	<u>XTL 1500</u>	<u>726CKT0152</u>	<u>Mobile Radio</u>
<u>Motorola</u>	<u>XTL 1500</u>	<u>726TGA0057</u>	<u>Mobile Radio</u>
<u>Motorola</u>	<u>XTL 1500</u>	<u>726CKP0537</u>	<u>Mobile Radio</u>
<u>Motorola</u>	<u>XTL 1500</u>	<u>726CKT0151</u>	<u>Mobile Radio</u>
<u>Motorola</u>	<u>XTL 1500</u>	<u>726CKT0150</u>	<u>Mobile Radio</u>
<u>Motorola</u>	<u>Impress</u>	<u>N/A</u>	<u>Multiple Chargers-As Is</u>
<u>HP</u>	<u>PCS 1300</u>	<u>Q3500A</u>	<u>Printer-As Is</u>
<u>Acer</u>	<u>Monitor</u>	<u>ETLTSOR03623602E972400</u>	<u>Computer Monitor-As Is</u>
<u>Acer</u>	<u>Monitor</u>	<u>ETLTSOR0362310149F2400</u>	<u>Computer Monitor-As Is</u>
<u>GE</u>	<u>WCVH6800JIW</u>	<u>LS202477T</u>	<u>Front Load Washer-Working</u>
<u>Proforce</u>	<u>VLF1582019</u>	<u>3718</u>	<u>Air Compressor-Motor Locked</u> <u>125 PSI</u>



<u>QRAE</u>	<u>QRAE II</u>	<u>181-152594</u>	<u>Mult Gas Monitor-As Is</u>
<u>QRAE</u>	<u>QRAE II</u>	<u>181-222029</u>	<u>Multi Gas Monitor-As Is</u>

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-72 Authorizing the City Manager to Enter into an Agreement with United States Department of Justice, Drug Enforcement Administration ("DEA").

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

After reviewing the Program Funded State and Local Task Force Agreement, City Staff is requesting to approve the Executed Agreement attached as Exhibit A on behalf of the City with the DEA.

### **POLICY CONSIDERATIONS:**

This Resolution will continue the current version of the Program Funded State and Local Task Force Agreement.

### **FISCAL IMPACT:**

During the period of assignment to the San Antonio Task Force, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payment. Annual overtime for each State or Local Law Enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the General Pay Scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution

## **RESOLUTION NO. 2021-72**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (“DEA”); AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gonzales (“City”) has found there is evidence of trafficking in narcotics and dangerous drugs exists in the San Antonio, Texas area extending to the Gonzales, Texas area and that such illegal activity has a substantial and detrimental effect on the general health and welfare of the people of the community and the City; and,

**WHEREAS**, the DEA has requested the City and the Gonzales Police Department participate in the San Antonio Task Force to address the narcotic and drug issues in the community and the City; and,

**WHEREAS**, the City believes it is beneficial for the City to detail one police officer to the Task Force to address the drug and narcotics problems in the community and the City to accomplish its objectives; and,

**WHEREAS**, the agreement attached as Exhibit A, is the agreement that the City will enter into with the DEA.

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

Section 1. The City agrees and supports the agreement with the DEA to detail one police officer to the San Antonio Task Force and hereby authorizes the City Manager to execute an agreement with the DEA as attached 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 9<sup>th</sup> day of September, 2021.**

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Connie Kacir, Mayor

ATTEST:

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Kristina Vega, City Secretary

**PROGRAM FUNDED  
STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1<sup>st</sup> day of October 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Gonzales Police Department (hereinafter "GPD"), ORI Number TX0890100. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the San Antonio, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The San Antonio Task Force will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the San Antonio, Texas, area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the San Antonio Task Force, the GPD agrees to detail one experienced officer(s) to the San Antonio Task Force for a period of not less than two years. During this period of assignment, the assigned GPD officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The GPD officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The GPD officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the San Antonio Task Force, DEA will assign 33 Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GPD officer(s) to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items. If the GPD provides the officer(s) with a vehicle, DEA will be financially responsible for the purchase of fuel.

6. During the period of assignment to the San Antonio Task Force, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payment. Annual overtime for each State or Local Law Enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the General Pay Scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the GPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The GPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The GPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is sooner.

10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The GPD agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GPD acknowledges that this agreement will not take effect and no federal funds will be awarded to the GPD by DEA until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the GPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Daniel C. Comeaux  
Special Agent in Charge

Date: \_\_\_\_\_

For the Gonzales Police Department:

\_\_\_\_\_  
Timothy L. Crow  
Chief of Police

Date: \_\_\_\_\_



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—



(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (State and Local Agency Name and Address)

2. Application Number and/or Project Name

N/A

3. Grantee IRS/Vendor Number

N/A

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-73 Authorizing the Use of the Downtown Square by the Ministerial Alliance of Gonzales for a Trunk or Treat Event and Authorizing the Closure of Certain Streets.

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The Ministerial Alliance is requesting city permission to host their annual event “Trunk or Treat” for children of the community on Saturday, October 31<sup>st</sup> on the downtown square from 4:30pm to 6:00pm. An estimated 2,000 people are projected to attend the event.

- Street closures are requested to keep children and families safe during the event.
- The Downtown Square will have up to 36 cars/trunks decorated according to a Biblical story or Christian theme.
- Children are encouraged to wear costumes - No Scary costumes are allowed
- The event is to foster a community spirit fellowshiping together
- 3 law enforcement officers requested – 1 at each crosswalk and 1 inside the Downtown Square
- All candy will be wrapped up in individual gift bags and given to each child to limit germs.
- Sanitation stations will be at each candy station and at entrance and exits
- Each candy station will be limited to 10 or less at one time
- Cloth masks encouraged when social distancing is not possible – Costume masks do not substitute for a cloth mask covering unless it covers the mouth and nose and does not gap around the face.
- Churches are volunteering all clean up post event

### **POLICY CONSIDERATIONS:**

N/A

### **FISCAL IMPACT:**

The streets will already be closed for the Main Street Happy Fall Y’all event, no cost for staff to complete the closures will be incurred by the Ministerial Alliance. The Ministerial Alliance will be contacting the Police Department directly to coordinate off duty officers to work the event. The cost will be paid directly to the off duty officers by the Alliance. Therefore, there will not be any fiscal impact to the City for this event.

### **STAFF RECOMMENDATION:**

Staff is seeking Council direction.

## **RESOLUTION NO. 2021-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE USE OF THE DOWNTOWN SQUARE BY THE MINISTERIAL ALLIANCE OF GONZALES FOR A TRUNK OR TREAT EVENT ON OCTOBER 31, 2020; AUTHORIZING THE CLOSURE OF CERTAIN STREETS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Ministerial Alliance of Gonzales has requested the use of the Downtown Square, its parking lot and St. Joseph and St. Lawrence streets to host a Trunk or Treat event for the community; and

**WHEREAS**, the event will be held from 4:30 p.m. until 6:00 p.m. on October 31, 2021; 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 Ministerial Alliance of Gonzales to use the Downtown Square, parking lot and St. Joseph and St. Lawrence streets on Saturday, October 31, 2021 for a Trunk or Treat event.

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 9<sup>th</sup> day of September, 2021.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, 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** Trunk or Treat  
**HOST ORGANIZATION** Ministerial Alliance  
**CONTACT NAME** Robert Ramirez & Jesse Elizondo  
**CONTACT CELL PHONE** [REDACTED]  
**EVENT DATE** 10-30-2021  
**EVENT START TIME** 4:30 **EVENT END TIME** 6:00pm  
**EVENT LOCATION** Independence Square  
**HOLIDAY CELEBRATED** Y ☐ N ☐ **HOLIDAY:** \_\_\_\_\_  
**CITY COUNCIL APPROVAL REQUIRED** Y ☒ N ☐ **MEETING DATE:** \_\_\_\_\_

## POLICE/FIRE/EMS DEPARTMENT

**ATTENDANCE ESTIMATE** 2000  
**MUSIC** Y ☐ N ☒ **LIVE** ☐ **DJ** ☐  
**FOOD** Y ☐ N ☒  
**ALCOHOL** Y ☐ N ☐ **RESPONSIBLE PARTY** \_\_\_\_\_  
**MOTORIZED VEHICLES** Y ☒ N ☐ **PARADE** ☐ **SHOW** ☐  
**PUBLIC OR PRIVATE EVENT** 3  
**SECURITY** Y ☒ N ☐ **# OFFICERS NEEDED** (Call 672-8686 for costs) \_\_\_\_\_

## ELECTRIC DEPARTMENT

**ADDITIONAL LIGHTING** Y ☐ N ☒  
**NUMBER OF OUTLETS NEEDED** \_\_\_\_\_  
**AMPS/WATTS NEEDED** \_\_\_\_\_  
**TENT** Y ☐ N ☒ **SET UP DAY/TIME** 3:00pm  
**TENT SIZE:** \_\_\_\_\_ **TAKE DOWN DAY/TIME** 6:00pm

## STREETS DEPARTMENT

**STREETS AFFECTED** Y ☒ N ☐  
**BARRICADES NEEDED (max 12)** Y ☒ N ☐  
**CONES NEEDED (max 48)** Y ☐ N ☐  
**STREETS TO BE CLOSED** Y ☒ N ☐ St. Joseph  
**SET UP TIME** \_\_\_\_\_  
**TAKE DOWN TIME** \_\_\_\_\_

## 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** 4 \_\_\_\_\_ (max 25)  
**SET UP TIME** 3:00pm  
**TAKE DOWN TIME** 6:00pm

**FOR INFORMATION CONTACT** Kristina Vega, CITY SECRETARY  
**(830) 672-2815- City Hall** [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov)  
**(830) 672-2813- Fax**

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-74 Authorizing the City Manager to Execute Addendum Four to the Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations, Day-to-Day Maintenance Services, and Meter Data Collection

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

City Staff is requesting Council decision regarding the Electric Utility Operations, Day-to-Day Maintenance Services and Meter Data Collection with GVEC. GVEC is requesting a 2% increase on the O&M Agreement due to significant inflation that is occurring in the market right now. This increase is based on the CPI Urban Index Scale or 2% whichever is the lowest. If the CPI urban Index Scale is less than 2% then GVEC will adjust the number down as needed. This would go into effect starting October 1, 2021. Staff is requesting authorization to add Meter Data Collection services to the O&M Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations & Day-to-Day Maintenance Services. This would also go into effect on October 1, 2021.

### **POLICY CONSIDERATIONS:**

If accepted the agreement will outsource a function of the Electric Department that to date has been performed by GVEC employees for the last 2 years and provide Meter Data Collection Services for our New Aclara Electric Meters.

### **FISCAL IMPACT:**

\$452,705.61 yearly for O&M Agreement (increase of 2%, last year's cost \$443,829.03)

\$1,850.00 monthly recurring Meter Data Collection Fee (\$22,200.00 yearly)

### **ATTACHMENTS:**

Operation and Maintenance Agreement Addendum Four

### **STAFF RECOMMENDATION:**

Staff respectfully recommends Council approve Meter Data Collection for AMI Electric Meters and increase in the O&M agreement with GVEC.

## **RESOLUTION NO. 2021-74**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ADDENDUM FOUR TO THE AGREEMENT WITH GUADALUPE VALLEY ELECTRIC COOPERATIVE FOR THE ELECTRIC UTILITY OPERATIONS, DAY-TO-DAY MAINTENANCE SERVICES & METER DATA COLLECTION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gonzales (“City”) and Guadalupe Valley Electric Cooperative (“GVEC”) previously entered into an Operation and Maintenance Agreement (“Agreement”) the terms of which require a yearly renewal 90 days prior to expiration; and,

**WHEREAS**, the Parties agree that it is in the best interest of the City to contract with GVEC for O&M and Meter Data Collection services; and,

**WHEREAS**, the O&M Agreement will increase by 2% from \$443,829.03 to \$452,705.61; and

**WHEREAS**, the Meter Data Collection Fee will be \$1,850.00 per month recurring for a total of \$22,200.00 yearly; and

**WHEREAS**, the terms of the Agreement allow for amendments to made upon written approval of the Parties.

**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 Addendum Four to the agreement with Guadalupe Valley Electric Cooperative for the electric utility operations, day-to-day maintenance services & meter data collection.

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 9<sup>th</sup> day of September, 2021.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary



## **OPERATION AND MAINTENANCE AGREEMENT ADDENDUM FOUR**

**THIS OPERATION AND MAINTENANCE AGREEMENT ADDENDUM FOUR** (“Addendum”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 following all necessary approval by the governing bodies of the Parties (the “Execution Date”) to be effective as of October 1, 2021, the “Effective Date”) by and between the City of Gonzales, a Texas home rule municipal corporation (“Owner”), and Guadalupe Valley Electric Cooperative, Inc., a Texas corporation (“Operator”) (each a “Party” and collectively the “Parties”).

### **RECITALS**

WHEREAS, Owner provides electric services to residents within the City of Gonzales and community of Harwood through its municipally owned electric utility and desires to contract for operation and maintenance of the Project; and,

WHEREAS, Operator provides operation and maintenance services for electric distribution facilities and has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement; and,

WHEREAS, the Parties have determined that it is in the best interest of the City to contract with GVEC for O&M and Meter Data Collection services to the Scope of Services is in the best interest of both parties; and,

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

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties, pursuant to Section 14.4 *Amendments*, of the Agreement, hereby agree as follows:

#### **I. Amendments Constituting Addendum Four to the Operation and Maintenance Agreement and Appendix A Scope of Services**

1. Section 5.2 - *Annual Operating Fee*, is hereby amended to read as follows:

For the Contract Year and each subsequent Contract Year, Owner shall pay to Operator the sum of \$37,725.47 per month of the Contract Year, for an annual fee of \$452,705.64 (the “Annual Operating Fee”). Beginning on the first day of the third Contract Year and on the first day of each Contract Year thereafter, the Annual Operating Fee (and the corresponding monthly operating fee) shall be adjusted to reflect changes not to exceed the lesser of (i) 2% or (ii) the annual Consumer Price Index for all Urban Consumers (CPI-U), Table 1, “All items” expenditure category, as published by the U.S. Department of Labor’s Bureau of Labor Statistics.

2. Amend Appendix A Scope of Services to add Meter Data Collection Services as described in Appendix A-3.

3. All other terms and conditions of the Operation and Maintenance Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

*(Remainder of page intentionally left blank)*

**Operator:     Guadalupe Valley Electric Cooperative, Inc.**

**By:**

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**Darren Schauer**  
**General Manager and Chief Executive Officer**

**Owner:       City of Gonzales, Texas**

**By:**

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**Tim Patek**  
**City Manager**

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-75 Authorizing Amendments to the City of Gonzales Personnel Manual incorporating a Mental Health Leave Policy and Quarantine Leave Policy for emergency personnel

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

During the Texas Legislature's 87<sup>th</sup> Regular Session certain legislation passed that affected first responders.

SB 1359 relates to adoption of a mental health leave policy for peace officers. The legislature passed this bill into law effective September 1, 2021. A new type of leave for peace officers is created by this bill. A law enforcement agency is required to develop and adopt a policy allowing use of paid mental health leave by peace officers employed by the agency who experience a traumatic event in the scope of employment. For purposes of this bill "law enforcement agency" includes a political subdivision authorized to employ peace officers, including colleges and school districts.

The leave policy must be implemented as soon as practicable after September 1, 2021 and must provide clear and objective guidelines for granting and use of mental health leave, make the leave available without a deduction in compensation, state the number of leave days available, and detail the limit of anonymity for a peace officer taking such leave. The policy may, but is not required to, list mental health services available to peace officers in the area. This will be included as Section 7.05 of the Personnel Manual.

HB 2073 provides that a fire fighter, peace officer, detention officer, or emergency medical technicians employed by, or elected for a political subdivision that has been ordered to isolate or quarantine due to a possible or known exposure to a communicable disease on duty will continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the leave. While on quarantine leave, the employee will not be required to use any other paid leave type (vacation, sick, holiday, compensatory time). This law is effective June 15, 2021, however it has not yet been adopted and incorporated into the City's personnel manual. City staff feels it would be in the best interest of the City to adopt this portion of the policy with a retroactive date of July 1, 2021. This will be included as Section 7.09 of the Personnel Manual.

### **POLICY CONSIDERATIONS:**

This Resolution will amend the current version of the Personnel Manual.

**FISCAL IMPACT:**

This is difficult to determine in that it depends on if employees have to quarantine due to exposure or a positive COVID-19 test or due to a traumatic event.

**STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution

## **RESOLUTION NO. 2021-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING AMENDMENTS TO THE CITY OF GONZALES PERSONNEL MANUAL INCORPORATING A MENTAL HEALTH LEAVE POLICY AND QUARANTINE LEAVE POLICY FOR EMERGENCY PERSONNEL; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to provide a set of guidelines intended to create and maintain understanding and cooperation among the employees of the City and to set forth results and procedures to enhance the services of the City to its citizens; and

**WHEREAS**, state and federal rules and regulations set certain provisions regarding City employees, some of which must be set forth in writing, and,

**WHEREAS**, the City Manager and Council agree that it is in the best interest of the City and its employees to adopt a written personnel policy to establish a safe, efficient and cooperative working environment, to establish the responsibilities and level of performance expected of all City employees, and to explain benefits provided to City employees, and,

**WHEREAS**, the City Council and City Manager find there is a need to ensure the employees understand and specific guidelines are established with the guidance of the Texas Legislature's 87<sup>th</sup> Regular Session; and

**WHEREAS**, the City Council has determined that it would be in the City's best interest to adopt a Mental Health Leave Policy for Peace Officers to be effective September 1, 2021 and the Paid Quarantine Leave policy effective June 15, 2021; and

**WHEREAS**, the City Council and City Manager have reviewed the proposed amendments to the Personnel Manual and determined that the amendments should be adopted.

**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 authorizes the amendments to City of Gonzales Personnel Manual set forth in the attached Exhibit A and directs the City Manager or designee to distribute the amendments to each employee.

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 9<sup>th</sup> day of September, 2021.**

---

Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

## **SECTION 7 - LEAVE AND TIME OFF**

### **SECTION 7.01     HOLIDAYS**

The City provides paid holidays to introductory, regular full-time and regular part-time employees. All other employees are extended official holidays without pay. The following official holidays will be observed:

**New Year's Day**  
**Dr. Martin Luther King's Birthday**  
**Presidents Day**  
**Good Friday**  
**Memorial Day**  
**Independence Day**  
**Labor Day**  
**Veterans Day**  
**Thanksgiving Day**  
**Day After Thanksgiving**  
**Christmas Eve Day**  
**Christmas Day**  
**Floating Holiday**

The "floating" holiday may be taken at any time the employee desires (for example: Birthday, 9-11 Remembrance Day), and may be used in conjunction with other personal or vacation leave. The City Council has discretion to change or amend these holidays and any such changes are hereby incorporated by reference based on City Council action.

#### **A.     HOLIDAYS**

All regular full-time employees and police personnel will receive eight (8) hours of regular holiday leave for each City observed holiday; all

fire department personnel will receive twelve (12) hours of regular holiday leave for each City observed holiday at the beginning of each calendar year. When a holiday is reached; all personnel working on a holiday will receive their regular pay and holiday pay. All personnel not working will receive holiday pay only. Employees will not be allowed to use holiday leave in lieu of vacation time or sick time. Paid Holiday Leave is not considered hours worked for purposes of calculating overtime. The City of Gonzales provides an additional holiday referred to as a "floating holiday"; this holiday is given at the beginning of the calendar year and can be used for personal time off. Upon termination or retirement no holiday time will be paid to the employee, including the "floating holiday".

B. SCHEDULING HOLIDAYS

Each year the City Manager will review approved holidays and determine which day they will be observed. Holidays occurring on Saturday will normally be observed on the preceding Friday. Holidays occurring on Sunday will normally be observed on the following Monday.

C. PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES

Part-time, temporary and seasonal employees are paid their regular hourly rates for a holiday only if required to work on a holiday. No holiday pay is authorized for seasonal or temporary employees who do not work on a holiday.

D. INELIGIBILITY FOR HOLIDAY PAY

Employees on unpaid Administrative Leave are not eligible for holiday pay. Non-exempt employees absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday. A doctor's note for an absence before or after a holiday may be required.

E. HOLIDAYS OCCURRING DURING VACATION LEAVE

Holidays falling within an employee's vacation period will be counted as a holiday in lieu of a day of vacation.

F. SEPARATING EMPLOYEES



Separating employees will not be allowed to use a holiday as their final day of employment. Any exceptions due to extraordinary circumstances must be scheduled and authorized in advance by the Department Director, with the approval of the City Manager.

G. PAID LEAVE STATUS

An employee on paid leave status will normally be paid holiday pay in lieu of the leave status pay, which they would ordinarily receive at the time of the holiday.

H. OTHER RELIGIOUS HOLIDAYS

Employees may request an approved absence to celebrate a religious holiday that is not a scheduled City holiday. If approved, the employee must charge the time to vacation, compensatory time, personal time, or an excused absence without pay.

**SECTION 7.02      VACATION LEAVE**

A "vacation day" for all regular employees is defined as an 8-hour period. A "vacation day" for 24-hour Fire Department shift personnel is defined as a 12 hour period.

A. ELIGIBILITY

All full-time employees accrue Vacation Leave. Part-time, temporary and seasonal employees do not accrue Vacation Leave. Full-time employees with less than 6 months of continuous service may not use accrued vacation. Employees may not "borrow" unearned vacation time.

B. ACCRUAL RATE/MAXIMUM ACCRUALS

Vacation Leave for all full-time employees accrues only during pay periods in which the employee works, or is otherwise on approved paid leave status.

Official City-observed holidays occurring while an employee is on approved paid Vacation Leave are considered paid holidays and do not affect Vacation Leave balances. When an employee is required to work on a scheduled day off, vacation pay will not be reduced by the number of hours worked. Paid Vacation Leave is not considered hours worked for purposes of calculating overtime. Only scheduled working days taken off will be counted as vacation days.

Employees will not be paid for vacation in excess of the maximum accrual, or for vacation that is "lost".

Regular full-time employees earn vacation leave as follows:

<b>Years of Service</b>	<b>Accrual Rate Per Pay Period</b>	<b>Hours Per Year</b>	<b>Maximum Accrual</b>
1-4	3.08	80.08	80.08
5-14	4.62	120.12	120.12
15 years	6.16	160.16	160.16

Full-time Fire Department personnel working 24-hour shifts earn vacation leave as follows:

<b>Years of Service</b>	<b>Accrual Rate Per Pay Period</b>	<b>Hours Per Year</b>	<b>Maximum Accrual</b>
1-4	3.70	96.2	96.2
5-14	6.46	167.96	167.96
15+ years	8.31	216.06	216.06

#### C. USE AND SCHEDULING OF VACATION LEAVE

Vacation Leave is an earned benefit intended to provide employees with paid time away from the work environment. Vacation Leave may also be used for purposes of personal business, extension of Sick Leave when Sick Leave is exhausted, inability to get to work because of inclement weather, or other purposes.

Employees must schedule their annual Vacation Leave in accordance with their department's guidelines using the Leave Request Form. Whenever

possible, Vacation Leave will be scheduled at the convenience of employees. However, Department Directors must be certain that vacations do not interfere with the normal functions and activities of department operations. Employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible. To ensure proper payment of vacation pay, employees must have an approved vacation request on file before leaving for vacation.

Vacation pay will not be authorized during a suspension. Vacation Leave will be paid at the regular rate of pay. Vacation Leave will not be reduced and is not considered hours worked for purposes of performing overtime calculations. *For example, if an employee in a 40 hour work period takes a vacation day on Monday, and is required to work an extra two (2) hours during that work period, the employee will receive eight (8) hours of Vacation Leave and two (2) hours of straight pay for the time he/she was called into work. The total hours paid will equal 42 hours.* Only scheduled working days taken off will be counted as vacation days.

- D. Upon resignation, non-department heads may receive pay for any unused vacation leave provided that they give two (2) weeks written notice of their resignation. Upon resignation, department heads shall receive pay for any unused vacation leave, provided they give up to three (3) weeks written notice of their resignation. Employees will not receive pay for any unused vacation leave if they are terminated from the City of Gonzales. An employee may not take any paid time off during this two (2) week or three (3) week period, since the purpose of a two (2) and three (3) week notice is to enable the City to find a replacement for the vacated position.

## **SECTION 7.03      SICK LEAVE**

### **A.      ELIGIBILITY**

All full-time employees begin accruing Sick Leave on their hire date. Part-time, temporary and seasonal employees do not accrue Sick Leave. Full-time employees who are in their initial Introductory Period may use accrued Sick Leave only if approved by their supervisor and/or Department Director. An employee who is medically released for and offered light duty by the City, but who elects not to accept such assignment, will be ineligible for paid Sick Leave benefits.

### **B.      ACCRUAL RATE**

Sick leave for all full-time employees is computed on the following basis:

1. All regular full-time employees receive 3 hours of Sick Leave per period. Full-time Fire Department personnel who work 24-hour shifts receive 4.67 hours of Sick Leave per pay period.
2. Sick Leave accrues only during pay periods in which the employee works or is on an approved paid leave status.

C. AUTHORIZED USE OF SICK LEAVE

1. For the Employee

Accrued Sick Leave may be used for absences due to an employee's personal illness, accident, injury that prevents him/her from working, or birth of a child (if the employee physically gave birth; otherwise use of Sick Leave for child birth falls under the section below).

2. For the Employee's Immediate Family

Sick Leave may also be used for absences when the employee is needed to care for a member of his/her immediate family who is ill or injured. If additional time is needed, employees may use all accrued compensatory time, holiday leave and Vacation Leave. "Immediate family" is defined as the employee's parent, spouse children/stepchildren or siblings. In the event of a life-threatening illness or injury of an employee's family member who does not meet the definition of "immediate family," the Department Director (in the case of Department Directors, the City Manager) may allow the employee to use accrued Sick Leave time. Sick Leave may also be used by employees for their own and/or their immediate family's scheduled doctor and dentist appointments.

Sick Leave will be paid at the regular rate of pay. Sick Leave will not be reduced and is not considered hours worked for purposes of performing overtime calculations. *For example, if an employee in a 40 hour work period takes a sick day on Monday, but is required to work an extra two (2) hours during that work period, the employee will receive eight (8) hours of Sick Leave and two (2) hours of straight pay for the time he/she was called into work. The total hours paid will equal 42 hours.*

D. FAILURE TO REPORT ABSENCE/ABUSE OF SICK LEAVE

Use of Sick Leave for anything other than illness, injury, or doctor/dentist

appointment as provided for in this policy is considered as abuse and may result in immediate corrective action and/or termination of employment. Abuse of Sick Leave may also render the employee ineligible for paid Sick Leave benefits. Similarly, employees who fail to timely report an absence or tardiness due to illness, injury, or doctor/dentist appointment may be disqualified from using Sick Leave for their absence.

E. OTHER EMPLOYMENT DURING SICK LEAVE

Employees on Sick Leave, whether paid or unpaid, may not work a second job, including self-employment, or participate in volunteer work, including FMLA during the leave, even with written authorization from their Department Director to work a second job.

F. USE OF OTHER LEAVE

If approved by the Department Director (in the case of Department Directors, the City Manager), employees who have successfully completed their initial Introductory Period may use accrued Vacation Leave, compensatory time, other accrued paid leave, or Leave of Absence without pay only if he/she has no remaining accrued Sick Leave time. Official City holidays observed while an eligible employee is on approved paid Sick Leave will be treated as a paid holiday rather than a day of Sick Leave. Department Directors/supervisors may approve the employee to flex his/her work schedule ("time management") to attend medical or dental appointments. This is acceptable provided that work time is accurately recorded on the time sheet for the week or work cycle in which approved time management occurred. Under no circumstances can time management extend beyond the affected workweek or work cycle.

G. DOCUMENTATION

Employees requesting paid Sick Leave must complete a Leave Request Form and submit it to their supervisor for approval. Employees are required to report [call, email, and text] to their immediate supervisor or Department Director upon knowledge of an inability to report to work if they are sick. An employee must present satisfactory proof of illness/injury that prevents him/her from working whenever the employee uses Sick Leave for three (3) or more consecutive work days, and at any other time if requested by the supervisor. An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury, and/or doctor/dentist appointment if the

employee wishes to use accrued Sick Leave to care for a family member. If the employee fails to present such proof in a timely manner, use of Sick Leave will be disallowed and no other paid leave may be used for the absence. Abuse of Sick Leave may result in corrective action and/or termination of employment.

#### H. PAYMENT FOR UNUSED SICK LEAVE

Employees are not entitled to payment of any unused portion of Sick Leave upon separation of employment with the City. Sick Leave is available only for purposes outlined within this section.

### **SECTION 7.04     FAMILY AND MEDICAL LEAVE**

#### **POLICY**

In accordance with the Family and Medical Leave Act of 1993, an employee may be eligible to take up to twelve (12) weeks of unpaid family and medical leave during a rolling twelve (12) month period. An eligible employee is one who has worked for the City for twelve (12) months and has worked at least 1,250 hours during the twelve (12) months preceding the first date leave is to be taken. Leave can be taken for any of the following reasons: birth of a child; placement with the employee of a child for adoption or foster care (entitlement to family and medical leave expires twelve months after birth or placement); when the employee is needed to care for a child, spouse, or parent who has a serious health condition; or when the employee is unable to perform the essential functions of the position because of the employee's own serious health condition. This policy and the city's disability policy will be administered consistently with the City's obligations under FMLA and ADAAA, including considering an extended leave as a reasonable accommodation, without undue burden or hardship to the City.

#### **PROCEDURE**

**Twelve Month Period:** The twelve (12) month period for counting family and medical leave is a "rolling" 12-month period measured backward from the date an employee requests or is placed on FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months, or 26 weeks provided in certain circumstances.

**Employee Notification:** An employee must give at least thirty (30) days' advance

notice for the need to take foreseeable family and medical leave unless the need is unforeseeable, in which case, as much notice as is practicable should be given. A form for requesting family and medical leave is available with Payroll Personnel. Failure to comply with the City's policy for notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA protected leave may be delayed or denied based on employee's failure to participate in the process.

**Department Notification:** Each department supervisor is responsible for notifying the Human Resource Department immediately when an employee is away from work for a family and medical leave qualifying event (if family and medical leave has not been approved), even if the employee is utilizing paid vacation, sick or personal leave, or is out due to a work related injury. An employee using sick leave should be reported to the Human Resource Department if it is anticipated that the duration of the illness will be three (3) or more days, or two (2) or more shifts for Fire Department employees, or once the employee exceeds three (3) days, or two (2) or more shifts for Fire employees of sick leave use.

**Human Resource Responsibility:** Human Resources is responsible for central administration of all requests for family and medical leave. The City, through the Human Resource Department, reserves the right to automatically place an employee on family and medical leave if it is determined that a qualifying event has occurred. The City must notify the employee if it designates the employee's leave as FMLA leave. The Human Resource Department may retroactively designate the leave as FMLA leave for a reasonable amount of time as permitted by law.

**Approval:** An employee shall submit a request for family and medical leave through proper channels to the Department Director who will then forward it to the Human Resources Department for approval. Confidential medical information that accompanies the application can be submitted directly to the Human Resource Department.

**Substitution of Paid Leave:** An employee utilizing this policy for the placement of a child for adoption or foster care with the employee shall be required to exhaust all accrued vacation and any other applicable paid leave prior to going on unpaid leave. An employee utilizing this policy for the serious illness of a child, spouse or parent must exhaust all accrued personal leave, vacation leave and any other applicable paid leave prior to going on unpaid leave. If an employee gives birth to a child, sick leave can be utilized until the employee receives a release from the doctor. After being released, the employee may use additional sick leave if permitted in accordance with the sick leave policy. Once all applicable sick leave has been used, the employee shall be required to exhaust all accrued vacation, compensatory time, holiday leave and any other accrued paid leave, prior to going on unpaid leave. An employee utilizing this policy for the employee's

own serious health condition shall exhaust all accrued sick leave, vacation leave and personal leave prior to going on unpaid leave. If an employee is off work due to a work related injury and the employee qualifies for family and medical leave, it will run concurrently with any paid leave. *The City reserves the right to count any paid leave that qualifies for family and medical leave toward the twelve (12) or twenty-six (26) weeks allowed under this policy.*

**Maximum Time Allowed:** The maximum amount of family and medical leave available is twelve (12) weeks during a twelve (12) month period even if there is more than one family and medical leave qualifying event. The only exception to the twelve (12) week maximum is the leave to provide care of an injured service member, described below, which allows for an extended FMLA leave of 26 weeks.

**Medical Certification/Recertification:** The City requires medical certification from a health care provider to support a claim for leave to care for a seriously ill child, spouse or parent, or for the employee's own serious health condition. Medical certifications must be returned to the Human Resource Department within fifteen (15) working days. Recertification may also be required every 30 days and returned within fifteen (15) calendar days. An employee will be notified if recertification is required. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. For the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the position, and expected duration. The City does not seek and should not be provided genetic information. If an employee or applicant's genetic information is inadvertently received by the City; the City will return it to the health care provider and not use genetic information for any employment decision or action.

Upon returning to work after leave for the employee's own illness, an employee is required to provide certification to the supervisor that the employee is able to return to regular duties, including a fitness for duty test as necessary. If the validity of a certification is questioned, the City may require that a second opinion be obtained. If the first and second opinions differ, the City may require a third opinion be obtained. The employee and the City must agree upon a health care provider for the third opinion and this opinion shall be binding on both parties. The City shall bear the expense of second and third opinions.

**Return to Work:** When an employee returns to work after family and medical leave, the employee shall be restored to the same position or to an equivalent position involving the same or substantially similar duties and responsibilities. An employee will be



restored to the same worksite or to a geographically proximate worksite. The employee is also entitled to return to the same shift or an equivalent schedule.

**Effect on Married Couples:** If a City employee is married to another City employee and either or both employees request family and medical leave for the birth of a child, placement of a child with the employee for adoption or foster care and bonding with the child and care of a parent with a serious health condition, the total time allowed shall be limited to no more than twelve (12) weeks combined during any rolling twelve (12) month period. For other qualifying family and medical leave events, each employee is entitled to leave as long as the total amount of leave taken during any twelve (12) month period does not exceed twelve (12) weeks or twenty-six (26) weeks if applicable for one employee.

**Continuation of Insurance Benefits:** While utilizing unpaid family and medical leave, an employee's insurance benefits will continue without interruption as long as the employee pays his or her portion of the insurance premiums. Insurance premiums can be deducted from the paycheck before the leave begins, or during the leave, if the employee continues to receive pay (pre-tax), paid monthly or bi-weekly. If the employee is on unpaid leave, they shall coordinate with Human Resources for payment of insurance premiums as necessary.

**Intermittent Leave:** When medically necessary, an employee may take family and medical leave on an intermittent basis or work a reduced schedule. Arrangements should be made with the employee's immediate supervisor so that the operations of the department are not unduly disrupted. An employee taking intermittent leave or leave on a reduced schedule may be temporarily assigned to an alternative position with equivalent pay and benefits if it better accommodates the needs of the department.

**Holidays:** When a holiday falls during a week in which an employee is taking the full week of FMLA leave, the entire week is counted as FMLA leave. However, when a holiday falls during a week when an employee is taking less than the full week of FMLA leave, the holiday is not counted as FMLA leave, unless the employee was scheduled and expected to work on the holiday and used FMLA leave for that day.

**Recordkeeping:** Family medical leave time will be tracked on an hourly basis for payroll and compliance purposes. To determine entitlement for employees who work variable hours, the minimum hours required for eligibility is calculated on a pro rata or proportional basis by averaging the weekly hours worked during the twelve (12) weeks prior to the start of family and medical leave.

**Exempt Employees:** The City may deduct an exempt employee's salary on a proportionate basis of their salary for any hours taken for intermittent or reduced FMLA leave in a workweek for unpaid leave time taken in relation to actual time worked. Salaried executive, administrative, professional and other employees of the City who meet the Fair Labor Standards Act (FLSA) criteria for exemption from overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave.

**Additional Leave after FMLA Expires:** If an employee requests additional leave beyond the twelve (12)-week maximum allowable under the family and medical leave provisions of these policies, any extension granted will be at the discretion of the City Manager on a case by case basis.

### **Military Family Leave Entitlement**

**Military Exigency Leave** – Employees who are otherwise eligible for FMLA and have a spouse, child, or parent on covered active duty (deployed to a foreign country) or called to covered active duty status in the National Guard or Reserves (deployment to a foreign country or in support of a contingency operation) may use their 12-week leave entitlement to address certain qualifying exigencies including eligible: short-notice deployments; attendance at military events and related activities; childcare and school activities; addressing financial and legal arrangements; attending counseling sessions; attending post-deployment activities; up to 15 days of rest and recuperation; and parental care.

**Military Caregiver Leave** – Employees who are the spouse, parent, child or next of kin of a service member who incurred a serious injury or illness while on active duty in the Armed Forces and is undergoing medical treatment, recuperation or therapy, may take up to 26 weeks of leave to care for the injured service member in on 12-month period. The covered service member must be a current member or eligible veteran of the Armed Forces (including a member of the National Guard or Reserves) with a serious injury or illness incurred in, or aggravated by, service in the line of duty on active duty that may render him/her medically unfit to perform his/her duties.

### **DEFINITIONS**

**12-Month Period:** A rolling 12-month period measured backward from the date leave is taken.

**12-Month Service member Period:** A single 12-month period measured forward from the first day Service member Family Leave is taken.

**Child:** A biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is standing in the place of a parent, who is either under age 18, or age 18 or older and requires active assistance or supervision to provide daily self-care. A biological or legal relationship is not necessary.

**Health Care Provider:** A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services. A more expansive definition is provided in the Family and Medical Leave Act of 1993 which is available in the Human Resource Department.

**Next of Kin:** The nearest blood relative of a Covered Service member, other than a spouse, parent, son or daughter.

**Parent:** A biological parent or an individual who stands or stood in the place of a parent to an employee when the employee was a child. This term does not include parents-in-law.

**Serious Health Condition:** An illness, injury, impairment, or physical or mental condition that involves: (1) any period of incapacity or treatment that results in inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; (2) any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or (3) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or 4) for prenatal care. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required or complications develop meeting the definition of a "serious health condition." Treatment does not include routine physical, eye or dental exams.

Restorative dental surgeries after an accident or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met.

**“Spouse”** means a husband or wife as defined or recognized under State law or a State where the marriage was entered into, including a common law or same sex marriage.

## **SECTION 7.05      MENTAL HEALTH LEAVE FOR PEACE OFFICERS**

The purpose of this policy is to provide guidance regarding the use of mental health leave for authorized peace officers employed by law enforcement agencies. Mental health leave will support staff in maintaining a healthy state of mind while at work and at home. The City of Gonzales recognizes that mental health is just as important as maintaining physical health. The City supports establishing a workplace that is comfortable, healthy, safe and supportive. The City acknowledges that workplace trauma is a health and safety issue and that by creating a Mental Health Leave Policy for Peace Officers to address employees experiencing a traumatic event we can improve the well-being of the organization.

This policy applies to all appropriately licensed peace officers employed by the City of Gonzales. The Police/Fire Department management will be responsible for communicating and implementing this policy as applicable.

### **Definitions**

- Examples of a Traumatic event - an event, series of events, incident, or set of circumstances that is experienced by the employee, during the scope of employment, as physically harmful, emotionally harmful, or life threatening and that has the potential to cause lasting adverse effects on the employee’s functioning and mental, physical, social, or emotional well-being outside of the typical setting for the position.
- These examples are not comprehensive, the Chief may evaluate requests for leave to determine if mental health leave is applicable.

### **Eligibility and Applicability**

- This policy is applicable to employees who are employed for the purpose of acting as peace officers as defined by Code of Criminal Procedure Article 2.12,
- This policy allows the use of mental health leave for those eligible employees who experience a traumatic event in the scope of employment.
- Employees who meet all eligibility requirements are entitled to up to two calendar weeks of mental health leave, per traumatic event, which can be extended up to two additional weeks, per occurrence, provided such need for leave is substantiated in writing by the employee’s assigned medical professional.
- Mental health leave beyond four weeks may be approved by the Director of Human Resources or City Manager in consulting with the assigned mental health

professional and requested and approved as authorized under the applicable leave of absence or other extended leave policies in the personnel policy manual.

- Approved leave will be paid leave that does not utilize accruals or cause a deduction in salary.
- An employee using mental health leave may not work a second job, including self-employment or participate in volunteer work.

## **SECTION 7.0506 LIFE THREATENING ILLNESSES**

City of Gonzales recognizes that employees with life-threatening illnesses, such as cancer, heart disease and AIDS, may wish to continue their normal pursuits, including work, to the extent that their condition allows. The City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs. Medical information on individual employees is treated confidentially, and the city will take every reasonable precaution to protect such information from inappropriate disclosure.

## **SECTION 7.0607 BEREAVEMENT LEAVE**

Regular full-time employees who suffer the loss of an immediate family member, (spouse, parents, step-parents, children, step-children, foster children, brothers, sisters, parents-in-law, brothers/sisters in-law, grandchildren, great grandchildren, grandparents, great grandparents, nephews, nieces, uncles and aunts will be granted up to three (3) regularly scheduled working days of Bereavement Leave with pay per year. This benefit may also be granted in the case of the loss of any other relative living in the household. Department Directors may require satisfactory documentation of eligibility for this benefit. Employees who work 24-hour shifts will be eligible for a total of 36 hours of bereavement.

## **SECTION 7.0708 MILITARY LEAVE**

The City of Gonzales complies with all State and Federal laws relating to employees in reserve or active Military service, and does not discriminate against employees who serve in the Military. Temporary employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their employment with the City will continue indefinitely or for a significant period of time are generally ineligible for extended paid Military Leave in excess of 15 days, reemployment rights, or any other Military Leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

A. NOTICE TO CITY OF NEED FOR LEAVE

Employees must provide to the City as much advance written or verbal notice as possible for all Military duty, unless giving notice is impossible, unreasonable or precluded by Military necessity. Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives Military orders. To be eligible for paid Military Leave, employees must complete and submit a "Request for Military Leave Form" along with the official documents setting forth the purpose of the leave and, if known, its duration. The "Request for Military Leave Form" must be turned into the Department Director and the Payroll Personnel as far in advance of the leave as possible.

B. PAID LEAVE FOR TRAINING AND DUTY - Full Pay For Up to 15 Days

Employees will be paid for Military absences up to a maximum of 15 work days per fiscal year. Part-time or shift employees **may** be transitioned to a 40 hour workweek during Military absences to cover the vacated position. This leave may be used when an employee is engaged in National Guard or U.S. Armed Forces reserve training or duty ordered or approved by proper Military authority. The paid leave days may be consecutive, or scattered throughout the year.

Supplemental Pay

1. In addition to the Military Paid Leave allowed under this Section, full-time regular employees who have been involuntarily called to active duty by a lawful order will receive supplemental pay if his/her military salary is less than his/her City salary.
2. "Military salary" means all monies paid to active duty military personnel as defined in the Defense Finance and Accounting Service (DFAS) Military Pay Table in effect for the requested period.

3. Supplemental pay is subject to all regulatory tax and retirement withholdings and is treated as regular pay for retirement plan purposes.
4. Supplemental pay is available until an employee is no longer called to actively serve in the military, his/her monthly military salary exceeds his/her regular City salary, or for up to 14 months, whichever occurs first. Upon exhaustion of this supplemental pay extension and any other paid leave time accrued (i.e., vacation, holiday and comp time) the employee will be placed on leave without pay.
5. Each employee requesting supplemental pay for active military duty must submit copies of his/her monthly military pay stubs to the Payroll Department to receive supplemental pay from the City.
6. The supplement will not be paid for any additional time taken, as allowed by law, between release from active duty and the employee's return to work.
7. While the employee is receiving supplemental pay at the employee's request, the City will continue to provide health, dental, or life insurance benefit coverage to employees and their families as long as the employee or spouse continues to pay his/her contribution, or until the City of Gonzales receives written instructions from the employee to change or discontinue coverage. Employees who are called to active duty and desires to continue their health, dental and/or life insurance coverage while serving in the military must advise the Finance Department how they will pay for their portion of the premium. If the employee elects to continue coverage and:
  - (a) Receives Supplemental Pay - The employee may request that the City deduct his/her portion of the insurance premium from the supplemental pay. If the employee's premium exceeds his/her supplemental pay, the employee must pay the difference to satisfy his/her portion of the premium.
  - (b) Receives No Supplemental Pay - The employee must pay his/her portion of the insurance premium for any coverage he/she elects to keep.

All payments for the continuation of coverage must be coordinated through the Finance Department.

C. OTHER PAID LEAVE

Employees who have exhausted all available paid Military Leave may at their option, use any other available paid leave time (i.e., vacation, holiday and comp time) to cover their absence from work.

D. UNPAID LEAVE

After an employee has exhausted all available paid Military Leave and any other paid leave time, the employee will be placed on leave without pay for the duration in accordance with USERRA.

E. BENEFITS

The City will continue to provide most City benefits to employees on paid Military Leave.

Medical and Dental

While an employee is on any paid Military Leave of less than 31 days, the City will continue to pay its portion of the monthly premium for group health benefits. When the employee is on unpaid Military Leave, he/she may elect to continue group health coverage for up to 24 months following separation of employment or until his/her reemployment rights expire, whichever event occurs first, for the employee and eligible dependents. Employees may be required to pay 100% of the medical premium in addition to a processing fee not to exceed 2% of the medical premium to cover the cost of elective continuation coverage under the City's group health plan.

Upon an employee's return to employment following Military service, the City will provide health insurance coverage immediately with no waiting period. In addition, the returning employee will not be subjected to exclusions from coverage, unless the exclusions apply to injuries or conditions that were incurred as a result of Military service.

Other Benefits

Employees on paid Military Leave continue to accrue vacation, sick leave and other benefits provided to employees on paid leave. The City will continue to pay premiums for City-provided life insurance while on paid



Military Leave. Employees on unpaid Military Leave are generally ineligible for most City-provided benefits. Benefits such as vacation and sick leave do not accrue while an employee is on any unpaid leave. While on unpaid Military Leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. For purposes of determining benefits based on length of service such as vacation accrual and longevity pay, employees returning to work following an unpaid leave will be treated as though he/she was continuously employed.

## TMRS

Typically an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus employees earn service credit for time spent on Active Duty Military Leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must return to work for the City within 90 days after discharge, receive an honorable discharge and complete the necessary application. In order to receive monetary credit an employee has the lesser of 5 years or 3 times the length of military service to make up any TMRS contributions that were missed while on Military Leave.

### F. RETURNING FROM LEAVE Re- Employment Rights

Employees who complete their Military service will be re-employed in accordance with Federal law.

#### Deadline to Notify City of Intent to Return to Work

The deadline for an employee to return to work and/or notify the City that he/she intends to return to work following Military Leave depends upon how long the employee's Military service lasted:

- For service less than 31 days, employees have 8 hours following their return home from service to report for their next scheduled work period.
- For service between 31 days and 180 days, employees have 14 days following their release from service to apply for re-employment.
- For service of more than 180 days, employees have 90 days following their release from service to apply for re-employment.

These deadlines may be extended for 2 years or more when an employee suffers service-related injuries which prevent him/her from applying for re-employment, or when circumstances beyond the

employee's control make reporting within the time limits impossible or unreasonable.

#### Required Documentation

To qualify to return to work from Military Leave, an employee must provide documentation of the length and character of his/her Military service. Evidence of discharge or release under honorable conditions must be submitted to the City, if the Military Leave lasted more than 31 calendar days.

### **SECTION 7.09 PAID QUARANTINE LEAVE**

To provide paid leave to applicable staff who are ordered to quarantine or isolate by the City's health authority or authority designated by the City Manager due to a possible or known exposure to a communicable disease while on duty.

The use of quarantine leave may be granted after a Fire Fighter, Peace Officer, and Emergency Medical Technician has had a possible or known exposure to a communicable disease while on duty. The City's health authority or authority designed by the City Manager will determine when a threat of highly communicable or life-endangering diseases are immediately present and may release orders for applicable/essential workers to follow general quarantine protocols. When this occurs, department supervisors will allow for the use of quarantine leave based on the protocols for appropriately dealing with the disease and/or its prevention of community spread. Employees will be released from quarantine leave based on guidance from the local health authority or authority designated by the City Manager. An employee who is in quarantine should notify the Human Resources Department of any changes to their health status.

Paid Quarantine Leave Provides that:

Eligible employees on paid quarantine leave will continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the leave. While on quarantine leave, the employee will not be required to use any other paid leave type (vacation, sick, holiday, compensatory time). When applicable, employees who must be quarantined may be eligible for reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation.

If applicable, an employee on paid quarantine leave is expected to remain home during periods of quarantine and may work from home (i.e., telework) during this period if permitted by departmental arrangement and approved by the City Manager. In addition, an employee on paid quarantine leave may not work a second job, including self-employment or participate in volunteer work.

Workers' Compensation:

Applicable employees on paid quarantine leave must file the exposure to a communicable disease while on duty as a workers compensation claim. Should the employee be approved for and receive workers' compensation benefits, the City's salary payment (i.e., employee wages) will be offset to reflect total eligible/paid compensation.

## **DEFINITIONS**

"Emergency medical technician" means an individual who is:

(A) certified as an emergency medical technician under Chapter 773, Health and Safety Code; and

(B) employed by a political subdivision.

"Fire fighter" means a paid employee of the fire department who:

(A) holds a position that requires substantial knowledge of firefighting;

(B) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and

(C) performs a function listed in Section 143.003(4)(A).

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the City.

## **SECTION 7.0810 UNPAID LEAVE OF ABSENCE**

Time off without pay may be granted by the City Manager to any employee for personal reasons up to twenty-two working days (one month) in any service year. Any personal paid time off for which the employee may be eligible is included in the twenty-two day maximum. Approval is based on various considerations, including but not limited to attendance record, the department's needs, and prospect for temporary replacement of the employee or reassignment of the employee's duties. Any request for personal time off which, in combination with personal time off previously granted the employee, exceeds twenty-two working days in one service year, requires the approval of the City Manager. Employees on leave of absence without pay receive no compensation and accrue no benefits. Medical insurance can be continued if the employee pays the premiums in full and timely manner. Any request for personal time off in excess of one continuous month is treated as a personal Leave of Absence subject to the following conditions:

- Absence of one month requires approval of the Director.
- Absence of over one month requires approval of the City Manager.
- City service of a minimum of six months is required.
- Requests for leave must be made in writing 30 days prior to the starting

date. This requirement may be waived when circumstances do not permit such advance notice.

- The duration of the leave and the date of return to work must be established before the start of the leave. Any extension must be requested in writing at least two weeks prior to start of the extension date.
- The maximum permissible duration of a personal leave is three months.
- Provided the above conditions are met and business conditions permit, the employee will be reinstated in the same or equivalent job at equivalent compensation at the end of the leave. If business conditions do not permit, the employee will be offered other available job opportunities with the City.
- Failure to return to work on the appointed date will be treated as an unauthorized absence.
- Absences due to medical reasons, or caring for a family member with serious medical problems, may be eligible for Family Medical Leave.

## **SECTION 7.0911 PERSONAL LEAVE**

Regular, full-time employees who are employed by the City for the full calendar year will qualify for up to three (3) days/24 hours of personal leave if they had an outstanding attendance record during the year. The number of personal leave days earned is based on the following schedule:

Hours of sick leave used during year:	Number of Personal leave hours earned
0	24
1-16	16
17-24	8
More than 24	0

Accrued personal leave is posted to eligible employees' leave records by the payroll department in the month of January each year after review of each employee's attendance record for the previous year. Personal leave is paid at the regular rate of pay.

Personal leave days must be taken following the year for which they are earned and must be scheduled with and approved in advance, in writing, by the employee's supervisor. Failure to obtain advance approval for the use of a personal day may result in loss of the personal day, or other discipline under this policy. These days are days other than vacation or sick leave days and may be used for personal business. Accrued personal leave days are **not** payable upon separation from city employment and cannot be carried forward into another year.

## **SECTION 7.4012 JURY DUTY/COURT APPEARANCES**

The City of Gonzales provides paid leave to regular full-time and regular part-time employees required to serve on Jury Duty, or requested to testify as a witness in a civil, criminal, legislative, or administrative proceeding.

Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee are compensated as actual hours worked, and are not classified as paid leave. In all other cases which exceed 10 days, non-exempt employees may be required to schedule accrued vacation, holiday or compensatory leave; otherwise a non-exempt employee's time off will be considered as leave without pay.

Employees must submit a Leave Request Form along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence.

Employees should keep up with their job responsibilities if possible. In cases of early dismissal from Court/Jury Duty, employees must report to work to complete the remainder of the work day, or request approval for use of other available paid time off. Any payment for Jury Duty received by the employee may be retained by the employee.

Jury Duty leave is paid at the employee's base rate of pay at the time of leave and does not include overtime or any other special forms of compensation.

In the event a trial lasts longer than 10 days, the City reserves the right to hire temporary help during the employee's period of absence.

## **SECTION 7.1113 LEAVE DONATION POLICY**

The Leave Donation Policy was established to permit employees to donate a portion of accrued sick, vacation, or comp leave to another employee who has exhausted all of their accrued leave while absent from work due to a personal illness or injury. This policy applies to all employees who are entitled to earn and use leave.

The donation of leave is voluntary. No employee shall solicit, threaten, coerce or attempt to threaten or coerce another employee for the purpose of interfering with rights involving the donation receipt or use of leave.

Full-time employees may voluntarily contribute accumulated sick, vacation, or comp leave to assist another full-time employee who may be unable to work for any reason involving a personal or family related issue, including due to a serious health condition under the provisions of the Family Medical Leave Act. This includes the FMLA provision for the care of an employee's immediate family member. The recipient must have exhausted all accumulated paid leave. This policy does not apply to employees who are on leave under the workers' compensation system, nor will it apply to employees who, in the sole discretion of the City Manager, have excessive absenteeism documentation on file. Donations will be hour for hour increments.

Employees wishing to voluntarily donate leave must complete a Donation Form and forward it to the Human Resources Office. The identity of donors is confidential and will not be provided by the Human Resources personnel administering the donation process to the recipient or to any other individual. The leave to be donated must already be accrued and cannot exceed twenty-four (24) hours per donor per year. The employee donating leave must maintain a minimum balance of forty (40) hours after sick and vacation leave hours are donated to the receiving employee. The maximum number of leave hours a recipient is eligible to have credited to his/her leave account from employee donations is one hundred sixty (160) hours in any one-year period.

The recipient will forfeit all unused donated sick, vacation or comp leave to the City of Gonzales when they return to work, retire, or terminate employment for any reason.

## **COUNCIL AGENDA ITEM BRIEFING DATA**



**DATE: September 9, 2021**

## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-76 Approving a Type B Economic Development Project Funding Agreement Relating to Financing Real Property Interests in J.B. Wells Park for the City of Gonzales, Texas by and between the City of Gonzales, Texas, and the Gonzales Economic Development Corporation, said agreement to be dated, September 15, 2021, and conditioned on the City not being receipt of a petition signed by more than 10% of registered voters by September 14, 2021

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

At the August 23, 2021, meeting, the Gonzales Economic Development Corporation (GEDC) approved a Type B Economic Development Project Funding Agreement Relating to Financing Real Property Interests in J.B. Wells Park for the City of Gonzales, Texas by and between the City of Gonzales, Texas and the Gonzales Economic Development Corporation, said agreement to be dated, September 15, 2021, and conditioned on the City not being receipt of a petition signed by more than 10% of registered voters by September 14, 2021. A public hearing was held on July 19, 2021. Public notice of the project was published in the Gonzales Inquirer on July 15, 2021.

GEDC covenants and agrees with City that, while the Agreement is in effect, it shall comply with the terms and conditions outlined within the Funding Agreement.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

GEDC adopted its FY 2021-2022 budget on August 23, 2021, which included funds to pay its portion to the debt service line item.

**ATTACHMENTS:**

Funding Agreement

**STAFF RECOMMENDATION:**

Staff respectfully requests City Council action as deemed appropriate.



## RESOLUTION NO. 2021-76

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING A PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF GONZALES ECONOMIC DEVELOPMENT CORPORATION IN CONNECTION WITH THE FINANCING OF REAL PROPERTY INTEREST ; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the **CITY OF GONZALES, TEXAS** (the "**City**"), located in Gonzales County, Texas, is a political subdivision of the State of Texas operating as a home-rule municipality pursuant to the Constitution and laws of the State of Texas; and

**WHEREAS**, the **GONZALES ECONOMIC DEVELOPMENT CORPORATION** (the "**Corporation**") is a nonprofit corporation created by the City in 1997 pursuant to the provisions of the Development Corporation Act of 1979, as amended (which was originally enacted as Article 5190.6, V.A.T.C.S., and was subsequently codified and now appears in Chapters 501 - 505 of the Texas Local Government Code - collectively, the "**Act**"); and

**WHEREAS**, on July 28, 2021, the County Court of Gonzales County, Texas approved a Settlement Agreement and Mutual Release of All Claims between the City and the Austin Presbyterian Theological Seminary (the "**Seminary**"), dated and executed as of June 8, 2021 (the "**Settlement Agreement**"), relating to Cause No. OTH-17-9886, Estate of J.B. Wells, Jr., Deceased; and

**WHEREAS**, under the terms of the Settlement Agreement, the City agreed to pay the Seminary a total of \$1,825,000, for which the City will receive from the Seminary all remaining real property interests of the Seminary in the land comprising the City's J.B. Wells Park, which was subject to a reversionary interest in favor of the Seminary as provided in the last Will of J.B. Wells, Jr. pursuant to which the City originally obtained title to such land (the "**Settlement**"); and

**WHEREAS**, the City desires to finance the Settlement to the Seminary by issuing bonds to refund the City's financial obligation to the Seminary set forth in the Settlement Agreement, which for purposes of this Agreement is referred to as the "**Project**"; and

**WHEREAS**, to accomplish such desire, on July 8, 2021, the City Council of the City authorized the issuance of its "General Obligation Refunding Bonds, Series 2021" pursuant to Chapter 1207, Texas Government Code, as amended, which will be secured with ad valorem taxes levied annually by the City on all taxable property in the City, within the limits prescribed by law (the "**City Bonds**"); and

**WHEREAS**, the City has requested the Corporation to assist the City with providing for the Project by making a financial commitment to pay 50% of the debt service on the City Bonds; and

**WHEREAS**, Article Five of the Corporation's Articles of Incorporation provides that the Corporation "shall have and may exercise the powers described in [the Articles of Incorporation], together with all of the other powers granted to corporations that are incorporated under [the Development Corporation Act of 1979, as amended, Article 5190.6 Vernon's Ann. Civ. St., Section 4B as amended (the Act)] and that are governed by Section 4B thereof, and, to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State of Texas to non- profit corporations under the Texas Non-Profit Corporation Act, as amended, Article 1396-1.01, et. Seq., Vernon's Ann. Civ. St., as amended"; and

**WHEREAS**, following the codification of the Development Corporation Act of 1979 into the Texas Local Government Code, the Corporation currently operates as a "Type B" corporation pursuant to the provisions of Chapters 501, 502 and 505 of the Act; and

**WHEREAS**, at an election held within the City on January 18, 1997, a majority of the citizens of the City voting at said election authorized the City to adopt ". . . a sales and use tax within the City at the rate of one-half (½) of one (1) percent as authorized by Section 4B, Article 5190.6, V.T.C.S., as amended (the Development Corporation Act of 1979), with the proceeds thereof to be used and applied to the purposes authorized by the Act" (the "**4B Sales Tax**"); and

**WHEREAS**, the City Council of the City levied the 4B Sales Tax for the benefit of the Corporation, and such tax began to be collected in the City on July 1, 1997; and

**WHEREAS**, in accordance with the provisions of Section 505.301 of the Act, the City is required to timely transfer to the Corporation the proceeds of the 4B Sales Tax (the "**4B Sales Tax Revenues**"); and

**WHEREAS**, Section 505.152 of the Act provides that, for purposes of Chapter 505 of the Act, the term "project" "includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

**WHEREAS**, in satisfaction of Section 505.152 of the Act, the Board of Directors of the Corporation has found and determined that the Project is required or suitable for use for public park purposes and events; and

**WHEREAS**, in order to comply with the City's request to assist the City with providing for the Project by making a financial commitment to pay 50% of the debt service on the City Bonds, on August 23, 2021, the Board of Directors of the Corporation approved and authorized the execution of a Project Funding Agreement in substantially the form attached hereto as Exhibit A

(the "**Project Funding Agreement**") pursuant to which the Corporation agrees to use a portion of the Corporation's 4B Sales Tax Revenues to satisfy such financial commitment as more fully described therein; and

**WHEREAS**, the City Council now deems it appropriate to approve and authorize the execution of the Project Funding Agreement with the Corporation to accomplish the purposes stated herein; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

**NOW THEREFORE:**

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

**SECTION 1. APPROVAL OF PROJECT FUNDING AGREEMENT.** The Project Funding Agreement is hereby approved in the form attached hereto as Exhibit A. The Mayor of the City is hereby authorized to execute the Project Funding Agreement in final form, and the City Secretary of the City is authorized to attest to the execution of the Project Funding Agreement. When fully executed and delivered by the President and Secretary of the Corporation's Board of Directors, and by the Mayor and City Secretary of the City, the Project Funding Agreement shall become a valid and binding obligation of the City in accordance with its terms. However, in the event a petition signed by more than ten percent (10%) of the City's registered voters is received by the City by September 14, 2021 (which is the 60<sup>th</sup> day after the Corporation published a notice of the Corporation's intention to undertake the Project in satisfaction of Section 505.160(a) of the Act), the Project Funding Agreement shall not be executed and shall be deemed invalid and without legal effect.

**SECTION 2. AUTHORIZATION FOR OFFICERS AND OTHERS TO TAKE ALL NECESSARY ACTIONS.** (a) The Mayor, City Manager and City Secretary of the City are hereby authorized to take any and all action necessary to facilitate the transactions contemplated by the Project Funding Agreement, and are further expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and the Project Funding Agreement. In addition, prior to the initial delivery of the City Bonds, the Mayor and City Manager of the City and Bond Counsel related to the City Bonds are each hereby authorized and directed to approve any technical changes or correction to this Resolution or to the Project Funding Agreement necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution, (ii) obtain the approval of the City Bonds by the Attorney General of Texas, as required by law, (iii) obtain a financial guaranty insurance policy from a municipal bond insurance company, if applied for, or (iv) obtain the ratings relating to the City Bonds.

**SECTION 3. ENFORCEABILITY OF RESOLUTION.** If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution. In case any obligation of the City authorized or established by this Resolution or the Project Funding Agreement is held to be in violation of law as applied to any person or any circumstance, such obligation shall be deemed to be the obligation of the City to the fullest extent permitted by law.

**SECTION 4. INCORPORATION OF RECITALS.** The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon the passage hereof.

[The remainder of this page intentionally left blank]

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GONZALES, AT A  
REGULAR MEETING HELD ON SEPTEMBER 9, 2021, AT WHICH MEETING A  
QUORUM WAS PRESENT.***

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Mayor, City of Gonzales, Texas

ATTEST:

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City Secretary  
City of Gonzales, Texas

Signature Page to the Resolution Approving a Project Funding Agreement Between the City of Gonzales and the Gonzales Economic Development Corporation in Connection with the Financing of Real Property Interests in J.B. Wells Park for the City

**EXHIBIT A**  
**FORM OF PROJECT FUNDING AGREEMENT**

## CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS  
COUNTY OF GONZALES  
CITY OF GONZALES

§  
§  
§

I, the undersigned City Secretary of the **CITY OF GONZALES, TEXAS** (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on September 9, 2021, at the City Hall (the "**Meeting**"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Connie L. Kacir, Mayor  
Joseph "Poochy" Kridler,  
District 1 Sherri Tumlinson  
Koepp, District 2

Bobby O'Neal, District 3  
Robert R. Brown, Jr.,  
District 4

and all of said officers and members of the City Council were present, except the following absentees: \_\_\_\_\_

\_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written resolution (the "**Resolution**") entitled

**RESOLUTION APPROVING A PROJECT FUNDING AGREEMENT  
BETWEEN THE CITY OF GONZALES AND THE GONZALES ECONOMIC  
DEVELOPMENT CORPORATION IN CONNECTION WITH THE  
FINANCING OF REAL PROPERTY INTERESTS IN J.B. WELLS PARK  
FOR THE CITY**

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.



SIGNED AND SEALED the 9<sup>th</sup> day of September, 2021.

(SEAL)

\_\_\_\_\_  
City Secretary, City of Gonzales, Texas

Signature Page to the Certificate for Resolution Approving a Project funding Agreement Between the City of Gonzales and the Gonzales Economic Development Corporation in Connection with the Financing of Real Property Interests in J.B. Wells Park for the City

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**PROJECT FUNDING AGREEMENT  
RELATING TO FINANCING  
REAL PROPERTY INTERESTS IN J.B. WELLS PARK  
FOR THE CITY OF GONZALES, TEXAS**

By and between

**CITY OF GONZALES, TEXAS**

and

**GONZALES ECONOMIC DEVELOPMENT CORPORATION**

Entered into in Connection with the Issuance of

**CITY OF GONZALES, TEXAS  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021**

Dated: September 15, 2021

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**PROJECT FUNDING AGREEMENT  
RELATING TO FINANCING  
REAL PROPERTY INTERESTS IN J.B. WELLS PARK  
FOR THE CITY OF GONZALES, TEXAS**

**THIS PROJECT FUNDING AGREEMENT RELATING TO FINANCING REAL PROPERTY INTERESTS IN J.B. WELLS PARK FOR THE CITY OF GONZALES, TEXAS** (this "**Agreement**"), dated as of September 15, 2021, is executed by and between the **CITY OF GONZALES, TEXAS** (the "**City**") and the **GONZALES ECONOMIC DEVELOPMENT CORPORATION** (the "**Corporation**");

**RECITALS**

**WHEREAS**, the City, located in Gonzales County, Texas, is a political subdivision of the State of Texas operating as a home-rule municipality pursuant to the Constitution and laws of the State of Texas; and

**WHEREAS**, the Corporation is a "Type B" nonprofit corporation created by the City in 1997 pursuant to the provisions of the *Development Corporation Act of 1979*, as amended (which was originally enacted as Article 5190.6, V.A.T.C.S., and was subsequently codified and now appears in Chapters 501 - 505 of the Texas Local Government Code - collectively, the "**Act**"); and

**WHEREAS**, on July 28, 2021, the County Court of Gonzales County, Texas approved a *Settlement Agreement and Mutual Release of All Claims* between the City and the Austin Presbyterian Theological Seminary (the "**Seminary**"), dated and executed as of June 8, 2021 (the "**Settlement Agreement**"), relating to Cause No. OTH-17-9886, *Estate of J.B. Wells, Jr., Deceased*; and

**WHEREAS**, under the terms of the Settlement Agreement, the City agreed to pay the Seminary a total of \$1,825,000, for which the City will receive from the Seminary all remaining real property interests of the Seminary in the land comprising the City's J.B. Wells Park, which was subject to a reversionary interest in favor of the Seminary as provided in the last Will of J.B. Wells, Jr. pursuant to which the City originally obtained title to such land (the "**Settlement**"); and

**WHEREAS**, the City desires to finance the Settlement to the Seminary by issuing bonds to refund the City's financial obligation to the Seminary set forth in the Settlement Agreement, which for purposes of this Agreement is referred to as the "**Project**"; and

**WHEREAS**, to accomplish such desire, on July 8, 2021, the City Council of the City authorized the issuance of its "*General Obligation Refunding Bonds, Series 2021*" pursuant to Chapter 1207, Texas Government Code, as amended, which will be secured with ad valorem taxes levied annually by the City on all taxable property in the City, within the limits prescribed by law (the "**City Bonds**"); and

**WHEREAS**, the City has requested the Corporation to assist the City with providing for the Project by making a financial commitment to pay 50% of the debt service on the City Bonds; and

**WHEREAS**, Article Five of the Corporation's Articles of Incorporation provides that the Corporation "*shall have and may exercise the powers described in [the Articles of Incorporation], together with all of the other powers granted to corporations that are incorporated under [the Development Corporation Act of 1979, as amended, Article 5190.6 Vernon's Ann. Civ. St., Section 4B as amended (the Act)] and that are governed by Section 4B thereof, and, to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State of Texas to non-profit corporations under the Texas Non-Profit Corporation Act, as amended, Article 1396-1.01, et. Seq., Vernon's Ann. Civ. St., as amended*"; and

**WHEREAS**, at an election held within the City on January 18, 1997, a majority of the citizens of the City voting at said election authorized the City to adopt ". . . a sales and use tax within the City at the rate of one-half (1/2) of one (1) percent as authorized by Section 4B, Article 5190.6, V.T.C.S., as amended (the Development Corporation Act of 1979), with the proceeds thereof to be used and applied to the purposes authorized by the Act" (the "**4B Sales Tax**"); and

**WHEREAS**, the City Council of the City levied the 4B Sales Tax for the benefit of the Corporation, and such tax began to be collected in the City on July 1, 1997; and

**WHEREAS**, in accordance with the provisions of Section 505.301 of the Act, the City is required to timely transfer to the Corporation the proceeds of the 4B Sales Tax (the "**4B Sales Tax Revenues**"); and

**WHEREAS**, Section 505.104 of the Act authorizes the Corporation to use proceeds of the 4B Sales Tax Revenues to pay the principal of and interest on bonds and other obligations issued by the Corporation pursuant to the Act; and

**WHEREAS**, currently the Corporation has no bonds or other obligations outstanding issued pursuant to the Act, but the Corporation believes it is necessary and appropriate to recognize in this Agreement that the Corporation may take action in the future to pledge its 4B Sales Tax Revenues to secure the payment of bonds or other obligations issued by the Corporation pursuant to the Act, which are referred to herein as the "**4B Sales Tax Revenue Bonds**"); and

**WHEREAS**, all 4B Sales Tax Revenues which are not needed or used to pay debt service on 4B Sales Tax Revenue Bonds outstanding from time to time are referred to herein as the "**Net Available 4B Sales Tax Revenues**"; and

**WHEREAS**, Section 505.152 of the Act provides that, for purposes of Chapter 505 of the Act, the term "project" "*includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and*

*related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and*

**WHEREAS**, in satisfaction of Section 505.152 of the Act, the Board of Directors of the Corporation hereby finds that the Project is required or suitable for use for public park purposes and events; and

**WHEREAS**, Section 501.152 of the Act provides that the word "cost" as used in the Act, *"with respect to a project, means the cost of the acquisition, cleanup, construction, reconstruction, improvement, or expansion of a project, including: . . . (1) the cost of acquiring all land, rights-of-way, property rights, easements, and interests..... [and](13) other expenditures necessary or incident to . . . (C) financing or refinancing the project . . .*; accordingly, pursuant to Sections 505.152 and 501.152 of the Act, the Corporation is authorized to use its funds to support the City's financing of the Project as further described in this Agreement; and

**WHEREAS**, the City has advised the Corporation that (i) the principal amount of the City Bonds to be issued by the City to finance the Project will not exceed \$1,825,000, (ii) the annual debt service payments on the City Bonds is not expected to exceed \$130,000, and (iii) the City Bonds are expected to mature over a period ending no later than March 1, 2041; and

**WHEREAS**, the Board of Directors of the Corporation deems it an appropriate use of the Net Available 4B Sales Tax Revenues to undertake the Project and assist the City with financing the Project by annually providing to the City, pursuant to the terms of this Agreement (but only after satisfying its then current financial obligations to pay debt service on all then outstanding 4B Sales Tax Revenue Bonds which may be issued in the future by the Corporation on a first lien basis), 50% of the debt service requirements on the City Bonds, all as more fully set forth in Article IV of this Agreement; and

**WHEREAS**, Section 505.160 of the Act provides that *"[a] Type B corporation may undertake a project under this chapter unless, not later than the 60th day after the date notice of the specific project or general type of project is first published, the governing body of the authorizing municipality receives a petition from more than 10 percent of the registered voters of the municipality requesting that an election be held before the specific project or general type of project is undertaken"; and*

**WHEREAS**, the Corporation caused a notice of its intention to undertake the Project to be published on July 15, 2021, in the *Gonzales Inquirer*, and the City did not receive a petition prior to the expiration of the 60<sup>th</sup> day after the date of publication of such notice from more than 10 percent of the registered voters of the City requesting that an election be held before the Project is undertaken by the Corporation, all in compliance with Section 505.160 of the Act; and

**WHEREAS**, Section 505.159(a) of the Act provides that *"a Type B corporation shall hold at least one public hearing on a proposed project before spending money to undertake the project"; and*

**WHEREAS**, the Corporation held a public hearing on the Project on July 19, 2021, which satisfied the requirement set forth in Section 505.159(a) of the Act; and

**NOW THEREFORE**, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the City and the Corporation contract and agree as follows:

**SECTION 1. DEFINITIONS AND INCORPORATION OF RECITALS.** The terms and expressions used in this Agreement, unless the context shows clearly otherwise, shall have the meanings set forth herein, including terms defined in the recitals hereto, which recitals are incorporated in and made a part hereof for all purposes.

**SECTION 2. CITY TO PROVIDE FINAL DEBT SERVICE SCHEDULE TO CORPORATION.** Promptly after the City issues and delivers the City Bonds, the chief financial officer of the City is hereby directed to provide the Corporation with a schedule showing the annual principal and interest payments due on the City Bonds. Similarly, in the event the City issues bonds or other obligations to refund the City Bonds, the chief financial officer of the City promptly shall provide the Corporation with a schedule showing the annual principal and interest payments due on such refunding obligations. *In no event shall the Corporation be obligated to make an annual payment to the City pursuant to Section 3 of this Agreement that exceeds \$65,000 (i.e., 50% of the estimated maximum amount of annual debt service described in the 18<sup>th</sup> recital of this Agreement) unless the City and the Corporation approve an amendment to this Agreement that increases the maximum annual amount to be paid by the Corporation to the City hereunder.*

**SECTION 3. CITY AUTHORIZED TO WITHDRAW DEBT SERVICE PAYMENTS FROM CORPORATION ACCOUNT.** The Corporation agrees that as long as the City Bonds (or any bonds or obligations issued in the future to refund the City Bonds) remain outstanding, the City shall be authorized to withdraw from the Corporation's account holding 4B Sales Tax Revenues, and prior to each semiannual debt service payment date, the Corporation's portion of the debt service payment due on such date (which shall be 50% of the total debt service payment coming due on such date as shown on the schedules provided by the City to the Corporation pursuant to Section 2 hereof).

**SECTION 4. ANNUAL CORPORATION BUDGET TO INCLUDE AMOUNT SUFFICIENT TO PAY FUNDS TO CITY.** In order to provide assurance to the City that the Corporation will have Net Available 4B Sales Tax Revenues available in an amount sufficient to satisfy its annual payment obligation under Section 3 of this Agreement, the Corporation hereby expressly stipulates and agrees that, as long as the City Bonds (or any bonds or obligations issued in the future to refund the City Bonds) remain outstanding, it will include in each annual budget (commencing with fiscal year 2022/2023), *after providing, first, for the payment of debt service on all outstanding 4B Sales Tax Revenue Bonds during the fiscal year covered by such budget, if any,* an amount equal to 50% of the amount required to be paid to the City by September 30<sup>th</sup> of such fiscal year as described in Section 3 of this Agreement.

**SECTION 5. USE OF PROCEEDS.** The City hereby agrees that the net proceeds of the City Bonds shall be used exclusively to pay the Project (represented by payment of the Settlement to the Seminary in order for the City to obtain the Seminary's residual property interests in the land comprising J.B. Wells Park - as further described in the fourth recital of this Agreement), and costs of issuance of the City Bonds.

**SECTION 6. OWNERSHIP AND OPERATION OF J.B. WELLS PARK.** The City shall own and maintain J.B. Wells Park and shall be solely responsible for the maintenance thereof, and the Corporation shall have no liability with respect to the maintenance of J.B. Wells Park.

**SECTION 7. TERM OF AGREEMENT.** The term of this Agreement shall become effective from the date on which the City issues and delivers the City Bonds and shall terminate one business day after the Corporation has transferred to the City sufficient funds to pay 50% of the final annual debt service payment on the City Bonds (or any bonds or obligations issued in the future to refund the City Bonds).

**SECTION 8. COUNTERPARTS.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**SECTION 9. SEVERABILITY.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[The remainder of this page intentionally left blank]



***IN WITNESS WHEREOF***, the City and the Corporation, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed and effective as of the date first set forth above.

**CITY OF GONZALES, TEXAS**

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

**GONZALES ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
President, Board of Directors

Attest:

\_\_\_\_\_  
Secretary, Board of Directors

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-77 Approving an Administrative Services Agreement with the Gonzales Economic Development Corporation, a Type B Economic Development Corporation

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

At its August 23, 2021, meeting the Gonzales Economic Development Corporation approved the attached Administrative Services Agreement. City Council and Gonzales Economic Development Corporation wish to enter into an Administrative Services Agreement to maximize efficiency and minimize costs in the area of fiscal, personnel, and professional services that are mutually beneficial to both parties.

### **POLICY CONSIDERATIONS:**

Approving this administrative service agreement documents is consistent with previous City Council actions.

### **FISCAL IMPACT:**

The GEDC will pay the City of Gonzales \$18,000 per year subject to any other administrative expenses incurred by mutual agreement, for the period ending September 30, 2022, for the operational activities. Additionally, GEDC will provide to the City funding in the amount of \$41.00 for the period ending September 30, 2021, for liability insurance for the flagpole on Texas heroes Square.

### **ATTACHMENTS:**

GEDC Board approved Administrative Services Agreement

### **STAFF RECOMMENDATIONS:**

GEDC Board and Staff respectfully request City Council action deemed appropriate.

## **RESOLUTION NO. 2021-77**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH THE GONZALES ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Gonzales, Texas, desires to approve an Administrative Services Agreement with the GEDC, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the Administrative Services Agreement with the Gonzales Economic Development Corporation, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the 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 9<sup>th</sup> day of September, 2021.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

THE STATE OF TEXAS  
COUNTY OF GONZALES

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

### ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the "Agreement") shall be between the **City of Gonzales**, a municipal corporation, situated in Gonzales County, Texas, acting by and through its City Manager, (hereinafter referred to as "City"), and the **Gonzales Economic Development Corporation** a Texas non-profit economic development corporation (hereinafter referred to as the "GEDC") acting by and through its President and in accordance with Texas Local Government Code Chapters 501, 502 and 505, to be effective as of the date on which the last Party signs this Agreement (the "Effective Date").

The GEDC shall be regularly accountable to the City Council for all programs and expenditures undertaken by them or on their behalf, and shall report on all expenditures of the GEDC, whether discharged directly by the GEDC or by any person, firm, corporation, agency, association or other entity on behalf of the GEDC, including contracts for professional or administrative services. The GEDC may plan and direct its work through a designated employee of the City of Gonzales, or other contractual entity, who will be charged with the responsibility of carrying out the GEDC's plan and program as adopted by the GEDC and approved by City Council. The authorized signatories for the GEDC are the GEDC President and GEDC Treasurer. All checks require two (2) signatures. If one or both GEDC representatives are unable to sign, the City Manager and/or City Finance Director are authorized to sign.

In accordance with State Law, the City Council shall require that the GEDC be responsible to the City Council for the proper discharge of its duties assigned in this Agreement. All policies for program administration shall be submitted for Council approval, and the GEDC shall administer said programs accordingly. The GEDC shall determine its policies and direction within the limitations of the duties herein imposed by applicable laws, the Articles of Incorporation, Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. The City and the GEDC are collectively referred to herein as the "Parties" and are each a "Party".

### WITNESSETH:

**WHEREAS**, the Parties desire to enter into an agreement to maximize efficiency and minimize costs in the areas of fiscal, personnel, and professional services in the provision of economic development programs that mutually benefit the Parties and serve a public purpose; and

**WHEREAS**, City has served as the Employer of Record and fiscal agent for GEDC from the beginning of its existence as a Type B Economic Development Corporation; and

**WHEREAS**, the Parties hereby find that it is in the best interest of the Parties for the City

to provide fiscal, personnel, and professional services to the GEDC under the terms stated herein

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

#### **ARTICLE 1. PURPOSE**

The purpose of this Agreement is to define the fiscal, personnel, and professional services to be provided by the City on behalf of GEDC in the provision of economic development programs that mutually benefit the Parties and serve a public purpose.

#### **ARTICLE 2. TERM**

The initial term of this Agreement begins upon approval of the governing bodies of the Parties and execution by their respective designees and shall expire on **September 30, 2022**. The Agreement shall automatically be renewed each year unless terminated as herein provided and each successive one-year term shall begin October 1<sup>st</sup> and run concurrently with the fiscal year so long as the funds required hereunder are appropriated by the governing bodies of the Parties.

#### **ARTICLE 3. FISCAL MANAGEMENT & DISBURSEMENT**

The City, as the fiscal agent and employer of record for GEDC, is responsible for providing fiscal, and staff support services to GEDC. The fiscal management and disbursement responsibilities for the term of this Agreement are as follows:

1. The City will provide financial management, accounting and purchasing services to and for GEDC limited within the scope of this Agreement.
2. The City shall maintain one or more separate accounts under the supervision of the Director of Finance for the City. The Director of Finance, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved. The Director of Finance shall use generally accepted accounting procedures to satisfy his/her duties pursuant to this Agreement. The City shall pay all invoices on a timely basis. The City shall receive all sales tax disbursements for GEDC from the Texas Comptroller of Public Accounts.
3. The authorization of disbursements of funds to recipients of funding under contract with GEDC will be made by the GEDC or Economic Development Director pursuant to the adopted Bylaws in the amounts specified by the action of the GEDC, so long as the GEDC Project Fund has sufficient funds to accommodate all payment requests. The City is under no obligation to process payment authorizations unless sufficient funds for such purposes are present in the GEDC budget.

4. The GEDC Economic Development Director is responsible for leadership to plan, organize and direct the Economic Development of the City by supervising the Gonzales Economic Development Corporation. This position is accountable to develop and foster professional, unified and successful working relationships with City Council, City staff and GEDCs of partnering entities. The Economic Development Director is required to be knowledgeable of economic development practices and principles, applicable to City, State and Federal ordinances, laws and regulations for all economic community development agencies and programs. The GEDC assumes responsibility for the legal and proper expenditures of all Project Fund monies following GEDC approval of the project qualifying as a Type B Economic Development Project. All monies are budgeted and expended according to the latest approved budget and in conformance with the adopted Bylaws.
5. The GEDC may, with approval of the City Council, contract with the City, or with another entity, for financial and accounting services including an annual audited financial statement of all funds.

#### **ARTICLE 4. PERSONNEL MANAGEMENT**

The City, as the fiscal agent and employer of record for GEDC is responsible for providing fiscal, human resource and staff support services to GEDC. The personnel management responsibilities for the term of this Agreement are as follows:

1. The City will provide human resources services to GEDC and will serve as the employer of record for those employees receiving work product direction from the GEDC (GEDC Employees).
2. All GEDC Employees shall be City employees for all purposes, including but not limited to, payroll disbursement and all fringe benefits, including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefits normally extended to the City employees. All costs incurred by the City for providing GEDC Employees will be reimbursed by GEDC.
3. Both the GEDC and the City agree that the City of Gonzales Personnel Policy Manual will govern the responsibilities and actions of the Parties to this Agreement, including all GEDC Employees, and the City of Gonzales Personnel Policy Manual is hereby adopted to that extent.
4. The hiring, supervision, performance evaluation and termination of the GEDC Economic Development Director shall be the joint responsibility of the City Manager and GEDC, and should be consistent with the City of Gonzales Personnel Policy Manual. The responsibility and authority for employment related actions shall be as follows:
  - a. The City Manager shall have the sole authority and responsibility for disciplinary action, including termination, arising from a violation of the City of Gonzales

Personnel Policy Manual. The City Manager shall notify the GEDC President about the general nature of any disciplinary action taken.

- b. The GEDC shall have input on matters arising from performance issues and duties related to economic development work product and shall have input on the initial hiring decision of the Economic Development Director.
5. The hiring, supervision, performance evaluation and termination of GEDC Employees other than the Economic Development Director shall be the sole responsibility of the City Manager.
6. The creation of new employment positions and job descriptions require the approval of City Council. The number of positions, job descriptions, salary, and salary range for each position shall be within the discretion of the GEDC, but shall be based upon a recommendation from the City, as employer of record. Decisions relating to salary increases, if any, are the sole responsibility of the GEDC when related to performance and the sole responsibility of the City when given or withheld based upon non-performance related criteria for all City employees. All salary adjustments shall be dependent on available funding and consistent with the City's compensation plan strategies as approved through the annual budget process. Deviations, when necessary, should be by mutual agreement between the City and GEDC.

#### **ARTICLE 5. PERSONNEL GENERAL DUTIES**

- A. The City, through the GEDC Economic Development Director, agrees to:
  1. Follow the provisions of the Bylaws, which are incorporated herein by reference, as may be amended from time to time, as closely as possible to ensure the GEDC's economic development efforts are in line with the evolving economic development needs of the Gonzales community. Efforts are to be made to conduct at least once each year a planning session with the GEDC to determine policy changes needed in the staff's efforts to stay competitive in the dynamic economic development environment.
  2. Consistent with the Bylaws, recommend policies and procedures to the GEDC for adoption as needed, including financial, accounting, and purchasing policies and procedures. Unless otherwise stipulated, the staff shall follow the policies and procedures of the City when conducting GEDC financial business.
  3. Negotiate, administer and monitor all contracts and project performance agreements on behalf of GEDC with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks and adhering to all regulatory requirements as well as adopted policies and procedures.



4. Prepare a budget for the forthcoming year for review and approval by the GEDC. The budget shall be prepared in accordance with the procedures prescribed for all City departments and included with the proposed overall City budget for final approval by City Council.
5. Provide sufficient support staff for the operation of GEDC programs. The City Manager or his designee shall meet with the GEDC, as requested from time to time in closed session regarding personnel matters to receive the GEDC's input regarding such matters.
6. Ensure that the staff carries out responsibilities and duties as specified by the GEDC and accepted by the City.
7. Review the existing incentive guidelines, and loan program, make recommendations to the GEDC to ensure that such guidelines, and programs are in compliance with all relevant local, state and federal requirements and to serve the needs of the community.
8. Continue to develop new relationships and build upon existing relationships to promote the development of new and existing businesses.
9. Maintain records of GEDC activities in accordance with the same state-mandated records retention schedule that is followed by the City.
10. Provide information on local, state, and federal permit and licensing requirements and act as a liaison between GEDC clients and other City departments.
11. Inform/report at the minimum of quarterly to the GEDC the status of GEDC's loan portfolio.
12. Continue to coordinate with local educational institutions to identify and develop programs to meet the training, educational, workforce development and business counseling needs of the business community.
13. City agrees to provide the following services as listed in ***Exhibit A***, which is attached hereto and is incorporated herein for all purposes.

B. GEDC Agrees to:

1. Provide the City funding in the amount of \$18,000.00 per year, as provided further below, subject to any other administrative expenses incurred by mutual agreement, for the period ending **September 30, 2022**, for the operational activities (including compensation of the staff and reimbursement for legal fees). The first payment of

\$9,000.00 shall be due by **October 31, 2021**. The second payment of \$9,000.00 shall be due by **March 31, 2022**.

2. Provide to the City funding in the amount of \$41.00 for the period ending **September 30, 2022**, for liability insurance for the flagpole on Texas Heroes Square.

## **ARTICLE 6. LEGAL SERVICES**

GEDC retains the right to hire an attorney of its own choice at its own expense whenever it so chooses. GEDC, if it so chooses, may also utilize the services of the City Attorney or any Special Counsel retained by the City if GEDC and the attorney agree that such representation may be accomplished without conflict and is in the best interest of the City and GEDC. Such representation may be billed through the City under this Agreement separate from the fees associated with any other representation of the City.

## **ARTICLE 7. TERMINATION AND AMENDMENTS**

1. Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be affected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.
2. Either party can request an amendment to this Agreement by giving thirty (30) days written notice. The amendment becomes effective only by the approval and signature of both parties.
3. In the event of termination, all costs incurred through the date of termination will be paid within thirty (30) days of request for reimbursement or payments.
4. All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City:	City Manager City of Gonzales P.O. BOX 547 Gonzales, Texas 78629
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If to GEDC:	Gonzales Economic Development Corporation P.O. Box 547 Gonzales, TX 78629
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## **ARTICLE 8. GOVERNING LAW**

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

## **ARTICLE 9. NON-ASSIGNMENT**

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

## **ARTICLE 10. SEVERABILITY**

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

## **ARTICLE 11. ENTIRETY OF AGREEMENT**

This is the entire agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CITY OR GEDC HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL OF THE CITY OF GONZALES OR GEDC BOARD OF DIRECTORS.

## **ARTICLE 12. OFFICIALS NOT TO BENEFIT**

No public official of the City or GEDC who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the agreement which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

## **ARTICLE 13. NO WAIVER**

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the GEDC shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its GEDC

members, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

#### ARTICLE 14. AGREEMENT

**This Agreement shall constitute the sole agreement between the City and GEDC relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.**

WITNESS our hands to this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GEDC**

**CITY**

\_\_\_\_\_  
Andy Rodriguez, President

\_\_\_\_\_  
Tim Patek, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Gerri Lawing, Secretary

\_\_\_\_\_  
Kristina Vega, City Secretary

***Exhibit A***

[City Provided Services]

1. Office and meeting space
2. Use of vault for document retention
3. Utilities - electric, water, sewer, phone, internet and alarm service
4. 24 hour a day IT service
5. Access to Incode Software
6. Use of the computer server for safe keeping of documents
7. Financial services including: preparing monthly financial and investment report, accounts receivable (loans) and payable, payroll, 1099 preparation, bank reconciliation
8. Assisting with budget preparation and printing budget book
9. Postage
10. Unlimited use of the copy and fax machine including the use of paper
11. Use of P.O. Box

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on  
Resolution #2021-78 Approving the Gonzales  
Economic Development Corporation  
Economic Development Lending and  
Collections Policy

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

At its July 19, 2021, meeting the Gonzales Economic Development Corporation approved Gonzales Economic Development Corporation Lending and Collection Policy.

### **POLICY CONSIDERATIONS:**

GEDC is authorized to make grants of money towards permissible projects, further given the COVID-19 pandemic, the GEDC wants to do its part to keep economic development occurring in the City by trying to keep businesses from closing.

### **FISCAL IMPACT:**

The fiscal impact of each loan will be evaluated before a loan is amended or a new loan is made.

### **ATTACHMENTS:**

Gonzales Economic Development Corporation Economic Development Lending and Collections Policy.

### **STAFF RECOMMENDATIONS:**

GEDC Board and Staff respectfully request City Council action deemed appropriate.

## **RESOLUTION NO. 2021-78**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE GONZALES ECONOMIC DEVELOPMENT CORPORATION'S ECONOMIC DEVELOPMENT LENDING AND COLLECTIONS POLICY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Gonzales, Texas, desires to approve the GEDC Economic Development Lending and Collections Policy, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes.

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the Economic Development Lending and Collections Policy, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the 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 9<sup>th</sup> day of September, 2021.**

---

Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary





**Gonzales Economic Development Corporation  
Economic Development Lending and Collections Policy**

**For loans approved after June 2021:**

1. Loans will be offered at a low interest rate of National Prime Minus 2.25% rate accruing daily at simple interest.
2. The loan balance is forgivable when 50% of the loan balance is paid down, provided all covenants in the Performance Agreement are met.
3. Loan terms and Performance Agreements are subject to legal counsel approval.
4. The Performance Agreement must include language as to what statute of the local government code is applicable.

**For loans approved before June 2021:**

This loan policy applies to all existing loans to conform with new lending policy terms.

1. Modify and amortize current loan balance at 1% interest rate accruing daily at simple interest.
2. When the loan balance is 50% paid down, the remaining balance is forgivable provided all covenants of a new, amended, or reinstated Performance Agreement are met.
3. The balance of loans in default as of May 2021 will not be subject to the original default interest rate. In lieu of the original default interest rate, a new default rate may be set, and the term of the agreement may be modified.
4. Loan modifications terms and Performance Agreements are subject to legal counsel approval.

**Collection of Loans in Default**

1. A past due letter of default will be sent once the loan is 10 days late.
2. At 30 days late, a demand letter will be sent certified mail return receipt stating default and terms to cure default.
3. The GEDC Board will be notified of all loans that are in 30-day default.

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-79 Approving an Amendment to Original Agreement Between the Gonzales Economic Development Corporation and Hotel Alcalde, Inc.

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

At its August 23, 2021, meeting the Gonzales Economic Development Corporation (GEDC) approved an Amendment to Original Agreement between the Gonzales Economic Development Corporation and Hotel Alcalde Inc.

### **POLICY CONSIDERATIONS:**

GEDC is authorized to make grants of money towards permissible projects, further given the COVID-19 pandemic, the GEDC wants to do its part to keep economic development occurring in the City by trying to keep businesses from closing.

### **FISCAL IMPACT:**

Amending this agreement removes the potential negative impact of the project going into default.

### **ATTACHMENTS:**

Amendment to Original Loan Agreement

### **STAFF RECOMMENDATIONS:**

GEDC Board and Staff respectfully request City Council action deemed appropriate.

## **RESOLUTION NO. 2021-79**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING AN AMENDMENT TO ORIGINAL AGREEMENT BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND HOTEL ALCALDE, INC. AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Gonzales, Texas, desires to approve the Amendment to Original Agreement (hereinafter referred to as the “Amendment”) by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”) and **HOTEL ALCALDE, INC.**, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes.

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the Amendment to Original Agreement between the Gonzales Economic Development Corporation and Hotel Alcalde, Inc. the hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

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

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of September, 2021.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

## **AMENDMENT TO ORIGINAL AGREEMENT**

This Amendment to Original Agreement (hereinafter referred to as the “Amendment”) is hereby entered into on the \_\_\_\_ day of August, 2021, by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”) and **HOTEL ALCALDE, INC.**, a Texas corporation (hereinafter referred to as the “Developer”).

### **R E C I T A L S:**

**WHEREAS**, on or about January 16, 2014, the Developer and GEDC executed the original Loan Agreement (hereinafter referred to as the “Original Agreement”) regarding the renovations and improvements of the existing Alcalde Hotel, located at 614 St. Paul Street, City of Gonzales, Gonzales County, Texas; and

**WHEREAS**, on or about August 21, 2014, the Developer and GEDC executed a First Amendment to the Agreement; and

**WHEREAS**, on or about June 27, 2016, the Board of Directors of the GEDC approved an amendment to the Agreement which provided that interest only payments would be due through December 31, 2016, and that the unpaid principle would be applied as a balloon payment due at the term of the note; and

**WHEREAS**, on or about July 11, 2017, the Developer and GEDC executed a Second Amendment to Loan Agreement to address the loan repayment schedule (hereinafter the First Amendment and Second Amendment are collectively referred to as the “Amendments”); and

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas in response to the COVID-19 outbreak and as of the Effective Date of this Amendment the state of disaster remains ongoing; and

**WHEREAS**, pursuant to the terms of the Original Agreement and Amendments Developer was required to repay the loan consistent with the terms of the Original Agreement as modified by the Amendments; and

**WHEREAS**, Developer has complied with all terms and conditions of the Original Agreement as modified by the Amendments; and

**WHEREAS**, Sections 501.101, 501.103, 501.105, and 505.158 of the Texas Local Government Code authorizes the GEDC to provide financial assistance consistent with the terms of those statutes; and

**WHEREAS**, the GEDC and Developer now desire to reduce the loan payoff amount to

fifty percent (50%) of the current balance on the loan.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GEDC and Developer covenant and agree as follows:

#### **SECTION 1. FINDINGS INCORPORATED.**

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

#### **SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT AND ANY AMENDMENTS.**

- (a) **Amendment to Original Agreement.** As of the Effective Date of this Amendment, upon Developer's payment to the GEDC the sum of **Ninety-One Thousand Six Hundred Twenty-Six and 24/100 Dollars (\$91,626.24)** (the "Payment Amount"), of the remaining balance of One Hundred Eighty-Three Thousand Two Hundred Fifty-Two and 47/100 Dollars (\$183,252.47) on the original loan amount, the Original Agreement and Amendments shall terminate automatically and neither the GEDC nor the Developer nor personal Guarantors, Richard A. Green, Jr., or Richard A. Green, Sr., shall have any further obligations under the Original Agreement as modified by the Amendments. The Original Agreement as modified by the Amendments shall continue in full force and effect until Developer pays to GEDC said Payment Amount.

#### **SECTION 3. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Amendment:

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

represents that the individual executing this Amendment on Developer's behalf has full authority to execute this Amendment and bind it to the same.

- (e) **Caption Headings.** Caption headings in this Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Amendment.
- (f) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this Amendment shall be the date of the latter to execute this Amendment by and between the GEDC and Developer.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this Amendment.
- (i) **Severability.** The provisions of this Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Amendment.

**[The Remainder of this Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the day and year first above-written.

**GEDC:**

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

By: \_\_\_\_\_

Andy Rodriguez, President

Date Signed: \_\_\_\_\_

**DEVELOPER:**

**HOTEL ALCALDE, INC.,**  
A Texas corporation,

By: \_\_\_\_\_

Richard A. Green, Jr., President

Date Signed: \_\_\_\_\_



## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-80 Approving an Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC.

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

At its September 7, 2021, meeting the Gonzales Economic Development Corporation (GEDC) approved an Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC.

### **POLICY CONSIDERATIONS:**

GEDC is authorized to make grants of money towards permissible projects, further given the COVID-19 pandemic, the GEDC wants to do its part to keep economic development occurring in the City by trying to keep businesses from closing.

### **FISCAL IMPACT:**

Amending this agreement removes the potential negative impact of the project going into default.

### **ATTACHMENTS:**

Amendment to Original Loan Agreement and Amendments

### **STAFF RECOMMENDATIONS:**

GEDC Board and Staff respectfully request City Council action deemed appropriate.

## **RESOLUTION NO. 2021-80**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING AN AMENDMENT TO ORIGINAL AGREEMENT AND AMENDMENTS BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND COME AND TAKE IT PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS,** the City Council of the City of Gonzales, Texas, desires to approve the Amendment to Original Agreement and Amendments (hereinafter referred to as the “Amendment”) by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”) and **COME AND TAKE IT PROPERTIES, LLC**, a Texas limited liability company, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes.

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Come and Take It Properties, llc, a Texas limited liability company, the hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

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

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

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of September 2021.**

---

Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

***Exhibit A***

[Amendment to Original Agreement and Amendments]

## **AMENDMENT TO ORIGINAL AGREEMENT AND AMENDMENTS**

This Amendment to Original Agreement (hereinafter referred to as the “Amendment”) is hereby entered into on the \_\_\_\_ day of September, 2021, by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”) and **COME AND TAKE IT PROPERTIES, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”).

### **RECITALS:**

**WHEREAS**, on or about March 6, 2014, the GEDC and Developer entered into the original Loan Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to construct improvements to the existing Dilworth Bank Building, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

**WHEREAS**, on or about April 18, 2018, the GEDC and Developer entered into the First Amendment to Loan Agreement (hereinafter referred to as the “First Amendment”) regarding financial assistance to construct improvements to the existing Dilworth Bank Building, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

**WHEREAS**, on or about June 2, 2020, the GEDC and Developer entered into the Second Amendment to Loan Agreement (hereinafter referred to as the “Second Amendment”) whereby GEDC consented to the assignment to Historic Hospitality Management, LLC, a Texas limited liability company, of certain obligations contained in Sections 4(c) (Operation of the Bed and Breakfast Establishment) and 4(d) (Job Creation and Retention requirements) of the Original Loan Agreement (the First Amendment and Second Amendment are collectively referred to as the “Amendments”); and

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas in response to the COVID-19 outbreak and as of the Effective Date of this Amendment the state of disaster remains ongoing; and

**WHEREAS**, pursuant to the terms of the Original Agreement and Amendments Developer was required to repay the loan consistent with the terms of the Original Agreement as modified by the Amendments; and

**WHEREAS**, Developer has complied with all terms and conditions of the Original Agreement as modified by the Amendments; and

**WHEREAS**, Sections 501.101, 501.103, 501.105, and 505.158 of the Texas Local Government Code authorizes the GEDC to provide financial assistance consistent with the terms of those statutes; and

**WHEREAS**, the GEDC and Developer now desire to retire the loan payoff amount upon the payment of \$75,000.00 to the GEDC.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GEDC and Developer covenant and agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

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

**SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT AND ANY AMENDMENTS.**

- (a) **Amendment to Original Agreement.** As of the Effective Date of this Amendment, upon Developer's payment to the GEDC the sum of **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** (the "Payment Amount"), of the remaining balance of \_\_\_\_\_ Thousand and No/100 Dollars (\$\_\_\_\_\_) on the original loan amount, the Original Agreement and Amendments shall terminate automatically and neither the GEDC nor the Developer shall have any further obligations under the Original Agreement as modified by the Amendments. The Original Agreement as modified by the Amendments shall continue in full force and effect until Developer pays to GEDC said Payment Amount.

**SECTION 3. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Amendment:

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

represents that the individual executing this Amendment on Developer's behalf has full authority to execute this Amendment and bind it to the same.

- (e) **Caption Headings.** Caption headings in this Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Amendment.
- (f) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this Amendment shall be the date of the latter to execute this Amendment by and between the GEDC and Developer.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this Amendment.
- (i) **Severability.** The provisions of this Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Amendment.

**[The Remainder of this Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the day and year first above-written.

**GEDC:**

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

By: \_\_\_\_\_

Andy Rodriguez, President

Date Signed: \_\_\_\_\_

**DEVELOPER:**

**COME AND TAKE IT PROPERTIES, LLC,**  
A Texas limited liability company

By: \_\_\_\_\_

Kasia Pabian, Manager

Date Signed: \_\_\_\_\_



## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2021-81 Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The City of Gonzales has provided the soccer fields for Gonzales Youth Sports League for years at no cost. There has never been a license agreement in place for the use of the facilities.

City staff has met with the Gonzales Youth Sports League Member and discussed the Agreement together and both parties understand why 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 \$5 registration fee per participant.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

## **RESOLUTION NO. 2021-81**

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

**WHEREAS**, the City of Gonzales desire to execute a facility license agreement for the use of the soccer fields at East Avenue Lions Park, and

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

**WHEREAS**, annually city tax dollars go towards funding the maintenance at the facilities at no charge to the Gonzales Youth Sports League, and

**WHEREAS**, within the license agreement the Gonzales Youth Sports League has agreed to pay the City of Gonzales \$5.00 per player to assist with the maintenance of the fields utilized; and

**WHEREAS**, the agreement will be for six months beginning August 2021 through November 2021 for Gonzales Youth Sports League; and

**WHEREAS**, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with Gonzales Youth Sports League is in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales hereby approves the License Agreement with Gonzales Youth Sports 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 9<sup>th</sup> day of September 2021.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

## **GONZALES YOUTH SPORTS LEAGUE LICENSE AGREEMENT**

THIS AGREEMENT is entered into by and between the CITY OF GONZALES, a Texas Municipal Corporation, and political subdivision, (hereinafter called "CITY") acting by and through its City Manager, and GONZALES YOUTH SPORTS LEAGUE (hereinafter called "LEAGUE"), acting by and through its President.

### **WITNESSETH:**

WHEREAS, the LEAGUE provides athletic opportunities for the youth of the City of Gonzales through the promotion and operation of youth sports programs; and

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

WHEREAS, the CITY has developed a soccer facility (the "Facility") to promote the health, safety, morals and or general welfare of the residents of the CITY; and

WHEREAS, the LEAGUE has requested the use of the Facility for its youth soccer programs and the CITY has developed a facility use methodology so that the Facility is also available to the 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 ensure 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 LEAGUE and the observance of the terms and conditions set forth below, hereby grants permission to the LEAGUE to enter upon and use all soccer fields and related facilities at Gonzales City Soccer Fields in the East Lions Parks, Brickyard Soccer Fields and J.B. Wells Soccer Field.

## **ARTICLE 2. USE**

- 2.1 The premises shall be occupied and used by the LEAGUE only for recreational purposes. The 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 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 The LEAGUE agrees to provide CITY a schedule of its activities.
- 2.3 The 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 the LEAGUE is called to any such violation, the 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 LEAGUE with written notice of such rules.
- 2.5 The City hereby grants the LEAGUE a non-exclusive license to use the soccer fields to hold and conduct soccer games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the soccer 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 August \_\_\_\_, 2021 through November \_\_\_\_, 2021 unless early terminated in accordance with this agreement. The 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 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. The LEAGUE's taking possession of the premises shall be conclusive evidence of the LEAGUE's acceptance thereof in good order and satisfactory condition, and the LEAGUE

hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.

- 4.2 The 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 the 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 The 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 The 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 the 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 the 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 LEAGUE shall, within its reasonable control, 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 always inspect the premises for cleanliness and sanitary conditions, and the LEAGUE hereby agrees to promptly correct any deficiencies in maintenance of which it is notified in writing by the City Manager.
- 6.3 The LEAGUE shall promptly repair any damage to the premises caused using the premises by the LEAGUE or those persons under its control. The 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 The 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 The LEAGUE will mark all the fields.
- 6.6 The CITY will provide trash containers for the LEAGUE to maintain the area in a clean manner. The LEAGUE shall pick up all trash and properly dispose of it in the trash containers. The CITY will haul off the trash each morning.
- 6.7 The CITY will perform an initial cleaning and stocking of all restroom facilities, marking of fields, and make any necessary repairs prior to Opening Day. The League shall be responsible thereafter.
- 6.8 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.
- 6.9 The CITY will allow the LEAGUE to use the sound system for Opening Day and any special tournaments held.
- 6.10 The LEAGUE will provide labor and materials to chalk or paint field and place goals after Opening Day.

#### **ARTICLE 7. CONCESSION**

- 7.1 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 the LEAGUE events shall be free and open to the public.
- 8.2 As consideration for the use of the facilities described above, the LEAGUE agrees to pay the CITY, no later than the 10<sup>th</sup> day after October of each year, a fee of \$5 per participant registered. At the time of payment, the LEAGUE will provide written support for arriving at the number of participants.

#### **ARTICLE 9. COMPLIANCE WITH APPLICABLE LAWS.**

- 9.1 The 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 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 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 LEAGUE, or by reason of such LEAGUE's misconduct or any breach, violation or non-performance of any covenant hereof or in any permit; and the 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 the 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 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 the 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 The 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. The 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 The 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 except for advertising signage located on the fences, secured by the 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 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 the 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 the LEAGUE the pro-rata cost of any improvements, approved, and authorized by the City, made on the premises by the LEAGUE. Such payment shall be made within ninety (90) days from the date of cancellation. Additionally, any breach or violation by the LEAGUE of the provisions

contained in this agreement which is not cured following ten (10) days written notice thereof to the 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 stated herein. No waiver by CITY of a breach or violation on the part of the 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**

- 13.1 The LEAGUE shall inform the City Manager in writing of the current officers of the LEAGUE and promptly advise said City Manager in writing of any changes therein. On each anniversary of this agreement and thirty (30) days following termination of this agreement, the LEAGUE will furnish to the City Manager a report including the following information:
- a) Number of participants in the LEAGUE to include only zip codes served.
  - b) Certificate of Insurance (for the season). With amounts and type required in agreement.
  - c) Names and phone numbers of designated point of contact and one alternative point of contact.
  - d) The LEAGUE shall submit to the City Manager on or before the seventh (7<sup>th</sup>) day before the season begins the following information:
    - a. A list of all the LEAGUE'S scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events.
    - b. The LEAGUE's current certificate of non-profit status and evidence of completed background checks on all LEAGUE volunteers.

### **ARTICLE 14. ASSIGNMENT**

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

### **ARTICLE 15. CONDEMNATION**

- 15.1 It is agreed and understood that if 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. The 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 the LEAGUE hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the LEAGUE hereto its reasonable attorney's fees. The 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 after the date hereof and duly executed and agreed to by the parties hereto.

**ARTICLE 19.  
NONDISCRIMINATION**

- 19.1 The 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 the LEAGUE acknowledges is prohibited.

[Signature Page Follows]

**EXECUTED** in on this the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY:**

City of Gonzales

By: \_\_\_\_\_

Name: Tim Patek

Title: City Manager

**LEAGUE:**

Gonzales Youth Sports League

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ralph Camarillo

Title: Parks and Recreation Director/Airport Manager

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_  
2021 by Tim Patek in the capacity as therein stated.

---

NOTARY PUBLIC IN AND FOR STATE OF TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_  
2021 by Ralph Camarillo in the capacity as therein stated.

---

NOTARY PUBLIC IN AND FOR STATE OF TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_  
2021 by \_\_\_\_\_ in the capacity as therein stated.

---

NOTARY PUBLIC IN AND FOR STATE OF TEXAS

## COUNCIL AGENDA ITEM BRIEFING DATA



## AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2021-25 Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2020 and Ending September 30, 2021 in the amount of \$345,386.44

**DATE: September 9, 2021**

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

On September 10, 2020 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2020 and ending September 30, 2021.

### **BUDGET AMENDMENT #1**

On April 19, 2021 an accident occurred at the airport that damaged the beacon. It was turned into the insurance and the City of Gonzales received a check from AIG Insurance in the amount of \$12,693.22. Staff will be purchasing a new beacon to replace the damaged one. Staff is requesting a budget amendment for the following accounts to reflect the insurance check received and the Airport's Maintenance to Equipment increased by that exact amount. The expense will come from the fund balance since the check has been deposited already. The Airport Improvement fund balance as of August 31, 2021 is \$125,828.93.

Insurance Reimbursement	100-4-406.604	\$12,693.22
Maintenance to Equipment	100-7-602.316	\$12,693.22

### **BUDGET AMENDMENT #2**

The City of Gonzales had a couple of capital projects (street improvements) that were budgeted in the 2019-2020 budget, but they were not completed last year. Due to those projects not being completed in the 2019-2020 budget, those funds that were unspent went to the fund balance. Those projects were spent out of 2020-2021 budget which has caused an overage. Staff is requesting a budget amendment for the following accounts to reflect the overage coming from the fund balance that was from last year. These are funds from the Certificate of Obligation, Series 2019. The fund balance before these amounts come out was \$644,883.54.

Engineering	575-7-301.423	\$120,000.00
Capital Improvement	575-7-301.640	\$200,000.00

**POLICY CONSIDERATIONS:**

Approval of these budget amendments is consistent with current policy.

**FISCAL IMPACT:**

This Ordinance will amend the budget.

**ATTACHMENTS:**

Please see Exhibit “A” for a listing of the budget amendments and justifications.

**STAFF RECOMMENDATION:**

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

## **ORDINANCE NO. 2021-25**

**AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, APPROVING A BUDGET AMENDMENT TO THE OPERATING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 IN THE AMOUNT OF \$240,585.05; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, an annual operating budget for the fiscal year October 1, 2020 through September 30, 2021, was approved and adopted by the City Council on September 10, 2020; and,

**WHEREAS**, amendments to said budget have been requested as itemized in "Exhibit A" attached hereto and made a part hereof; and

**WHEREAS**, said full and final consideration of said budget amendments have been held in a legally posted public meeting of the City Council, and it is the consensus of opinion that the budget amendments as submitted, should be approved and adopted.

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby amends the budget for the 2020-21 fiscal year as set forth in the Attached "Exhibit A", which is fully incorporated herein by reference.

Section 3. That this Ordinance shall be cumulative of all provisions of the City of Gonzales, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the more restrictive shall apply.

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

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

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



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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of September, 2021.**

---

Mayor, Connie L. Kacir

ATTEST:

---

Kristina Vega, City Secretary

## **EXHIBIT “A”**

### **BUDGET AMENDMENT #1**

On April 19, 2021 an accident occurred at the airport that damaged the beacon. It was turned into the insurance and the City of Gonzales received a check from AIG Insurance in the amount of \$12,693.22. Staff will be purchasing a new beacon to replace the damaged one. Staff is requesting a budget amendment for the following accounts to reflect the insurance check received and the Airport's Maintenance to Equipment increased by that exact amount. The expense will come from the fund balance since the check has been deposited already. The Airport Improvement fund balance as of August 31, 2021 is \$125,828.93.

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# *CITY OF GONZALES FINANCIALS*

*September 9, 2021*

## **REPORTS FOR PERIOD ENDING 8/31/2021**

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUNDS

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

## 100-GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
401-TAX REVENUE	2,763,678.00	152,436.49	2,150,658.31	77.82	0.00	613,019.69
402-FRANCHISE REVENUE	1,848,550.00	40,051.26	1,377,202.76	74.50	0.00	471,347.24
403-LICENSE/FEE/PERMITS	67,650.00	2,827.20	50,595.30	74.79	0.00	17,054.70
404-PARKS FEES REVENUE	221,150.00	24,317.91	247,188.93	111.77	0.00	( 26,038.93)
405-MUNICIPAL COURT REVENUE	65,772.00	7,413.04	54,410.02	82.73	0.00	11,361.98
406-MISCELLANEOUS REVENUE	708,750.00	25,373.01	650,521.15	91.78	0.00	58,228.85
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	26,000.00	( 551.90)	2,590.96	9.97	0.00	23,409.04
409-OTHER FINANCING REVENUE	287,233.00	0.00	707,406.84	246.28	0.00	( 420,173.84)
410-TRANSFERS	2,618,677.00	0.00	2,138,145.27	81.65	0.00	480,531.73
*** TOTAL REVENUES ***	8,607,460.00	251,867.01	7,378,719.54	85.72	0.00	1,228,740.46
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTMENT	95,314.00	2,565.75	85,302.87	89.50	0.00	10,011.13
102-CITY MANAGER DEPARTMENT	223,360.00	12,883.64	192,963.91	86.39	0.00	30,396.09
103-COMMUNITY DEVELOPMENT	249,395.00	16,711.16	209,663.95	84.07	0.00	39,731.05
104-NON-DEPARTMENTAL	603,513.00	9,729.38	429,426.22	76.18	30,306.25	143,780.53
105-MAIN STREET DEPARTMENT	86,015.00	3,653.44	78,496.87	91.26	0.00	7,518.13
106-ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
107-BUILDING MAINTENANCE	225,633.00	12,369.94	187,562.05	83.13	0.00	38,070.95
108-CITY SECRETARY DEPARTMENT	153,914.00	8,003.04	113,979.65	74.05	0.00	39,934.35
109-FINANCE DEPARTMENT	269,105.00	16,131.35	236,188.56	87.77	0.00	32,916.44
110-HOTEL/MOTEL	0.00	0.00	0.00	0.00	0.00	0.00
201-PARKS DEPARTMENT	665,931.00	45,996.62	565,770.10	88.11	20,972.71	79,188.19
202-SWIMMING POOL DEPARTMENT	32,368.00	8,532.50	28,302.80	87.44	0.00	4,065.20
204-RECREATION DEPARTMENT	9,177.00	0.00	117.61	1.28	0.00	9,059.39
206-INDEPENDENCE GOLF CO	271,895.00	14,726.52	232,201.49	85.40	0.00	39,693.51
301-FIRE DEPARTMENT	1,281,030.00	64,071.84	1,025,039.73	81.95	24,772.00	231,218.27
501-POLICE DEPARTMENT	2,719,079.00	256,360.70	2,199,090.94	82.10	33,175.69	486,812.37
504-ANIMAL CONTROL DEPARTMENT	158,644.00	9,477.04	123,945.25	78.13	0.00	34,698.75
550-MUNICIPAL COURT DEPT.	108,819.00	5,782.16	85,750.48	78.80	0.00	23,068.52
602-AIRPORT DEPARTMENT	89,635.00	66.90	70,591.30	84.24	4,920.00	14,123.70
603-STREETS DEPARTMENT	907,283.00	35,545.26	427,842.06	47.61	4,076.48	475,364.46
650-LIBRARY DEPARTMENT	274,650.00	16,530.53	227,005.48	82.65	0.00	47,644.52
660-MUSEUM DEPARTMENT	81,877.00	4,916.25	63,773.73	77.89	0.00	18,103.27
*** TOTAL EXPENDITURES ***	8,506,637.00	544,054.02	6,583,015.05	78.78	118,223.13	1,805,398.82
** REVENUES OVER(UNDER) EXPENDITURES **	100,823.00	( 292,187.01)	795,704.49	671.95	( 118,223.13)	( 576,658.36)

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

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	644,844.00	88,986.00	526,601.72	81.66	0.00	118,242.28
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	644,844.00	88,986.00	526,601.72	81.66	0.00	118,242.28
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
203-JB WELLS PARK	760,683.00	55,011.91	671,656.62	89.32	7,750.00	81,276.38
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	760,683.00	55,011.91	671,656.62	89.32	7,750.00	81,276.38
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	( 115,839.00)	33,974.09	( 145,054.90)	131.91	( 7,750.00)	36,965.90
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

## 210-ELECTRIC FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
-----						
REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	0.00	0.00	0.00	0.00	0.00	0.00
710-ELECTRIC DEPARTMENT	10,074,950.00	873,005.37	9,050,047.06	89.83	0.00	1,024,902.94
750-REVENUE COLLECTION	220,867.00	1,164.40	168,001.34	76.06	0.00	52,865.66
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	10,295,817.00	874,169.77	9,218,048.40	89.53	0.00	1,077,768.60
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	11,402,191.93	88,224.53	8,841,748.83	84.06	742,715.96	1,817,727.14
750-REVENUE COLLECTIONS	261,943.00	15,837.26	200,342.93	76.48	0.00	61,600.07
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	11,664,134.93	104,061.79	9,042,091.76	83.89	742,715.96	1,879,327.21
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES ** ( 1,368,317.93)	=====	=====	=====	=====	=====	=====
		770,107.98	175,956.64	41.42	( 742,715.96)	( 801,558.61)
		=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

## 220-WATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<b>REVENUE SUMMARY</b>						
300-CAPITAL PROJECTS-BUS	0.00	0.00	0.00	0.00	0.00	0.00
720-WATER PRODUCTION DEPT	2,168,100.00	197,878.70	2,071,291.04	95.53	0.00	96,808.96
<b>*** TOTAL REVENUES ***</b>	<b>2,168,100.00</b>	<b>197,878.70</b>	<b>2,071,291.04</b>	<b>95.53</b>	<b>0.00</b>	<b>96,808.96</b>
<b>EXPENDITURE SUMMARY</b>						
720-WATER PRODUCTION DEPT	2,114,808.33	43,141.20	1,362,753.20	69.56	108,412.78	643,642.35
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
<b>*** TOTAL EXPENDITURES ***</b>	<b>2,114,808.33</b>	<b>43,141.20</b>	<b>1,362,753.20</b>	<b>69.56</b>	<b>108,412.78</b>	<b>643,642.35</b>
<b>** REVENUES OVER (UNDER) EXPENDITURES **</b>	<b>53,291.67</b>	<b>154,737.50</b>	<b>708,537.84</b>	<b>126.11</b>	<b>( 108,412.78)</b>	<b>( 546,833.39)</b>

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

## 230-WASTEWATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,455,000.00	125,067.06	1,273,363.97	87.52	0.00	181,636.03
731-W/W CDBG PROJECT	745,322.00	0.00	71,014.95	9.53	0.00	674,307.05
*** TOTAL REVENUES ***	2,200,322.00	125,067.06	1,344,378.92	61.10	0.00	855,943.08
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,369,776.33	32,254.55	860,882.12	62.85	0.00	508,894.21
731-W/W CDBG PROJECT	815,077.00	0.00	55,016.75	6.75	0.00	760,060.25
*** TOTAL EXPENDITURES ***	2,184,853.33	32,254.55	915,898.87	41.92	0.00	1,268,954.46
** REVENUES OVER(UNDER) EXPENDITURES **	15,468.67	92,812.51	428,480.05	769.99	0.00	( 413,011.38)



CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

## 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	794,450.00	65,441.74	716,188.73	90.15	0.00	78,261.27
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	794,450.00	65,441.74	716,188.73	90.15	0.00	78,261.27
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	810,897.00	10,372.71	703,050.01	86.70	0.00	107,846.99
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	810,897.00	10,372.71	703,050.01	86.70	0.00	107,846.99
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	( 16,447.00)	55,069.03	13,138.72	79.89-	0.00	( 29,585.72)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

## 300-CAPITAL PROJECTS-BUSINESS

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
-----						
REVENUE SUMMARY						
300-CAPITAL PROJECTS-BUS	6,180.00	0.00	1,272.13	20.58	0.00	4,907.87
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	6,180.00	0.00	1,272.13	20.58	0.00	4,907.87
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
301-STREETS	0.00	0.00	0.00	0.00	0.00	0.00
302-WASTEWATER	1,134,000.00	0.00	645,347.68	56.91	0.00	488,652.32
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	1,621,000.00	0.00	1,204,324.87	74.30	0.00	416,675.13
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	2,755,000.00	0.00	1,849,672.55	67.14	0.00	905,327.45
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES ** ( 2,748,820.00)		0.00	( 1,848,400.42)	67.24	0.00	( 900,419.58)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

## 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.	1,134,601.00	72,651.00	1,173,457.57	103.42	0.00	( 38,856.57)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,134,601.00	72,651.00	1,173,457.57	103.42	0.00	( 38,856.57)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,127,600.00	254,750.00	1,126,850.00	99.93	0.00	750.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,127,600.00	254,750.00	1,126,850.00	99.93	0.00	750.00
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	7,001.00	( 182,099.00)	46,607.57	665.73	0.00	( 39,606.57)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

## 500-RESTRICTED USE FUNDS

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
-----						
REVENUE SUMMARY						
410-TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL/MOTEL	350,500.00	7,610.03	227,201.01	64.82	0.00	123,298.99
812-MEMORIAL MUSEUM	5,740.00	400.00	3,391.12	59.08	0.00	2,348.88
813-FORFEITURES	4,200.00	0.00	103.90	2.47	0.00	4,096.10
814-MUNICIPAL COURT	2,900.00	95.83	1,773.47	61.15	0.00	1,126.53
815-ROBERT L BROTHERS	75,900.00	50.00	2,314.83	3.05	0.00	73,585.17
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	439,240.00	8,155.86	234,784.33	53.45	0.00	204,455.67
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	768,328.33	30,795.15	416,133.76	54.16	0.00	352,194.57
812-MEMORIAL MUSEUM	34,000.00	0.00	2,591.52	7.62	0.00	31,408.48
813-FORFEITURES	21,000.00	0.00	0.00	0.00	0.00	21,000.00
814-MUNICIPAL COURT	19,500.00	4,301.65	9,064.55	46.48	0.00	10,435.45
815-ROBERT L BROTHERS	44,100.00	37.70	18,667.70	42.33	0.00	25,432.30
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	886,928.33	35,134.50	446,457.53	50.34	0.00	440,470.80
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	( 447,688.33)	( 26,978.64)	( 211,673.20)	47.28	0.00	( 236,015.13)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

575-CAPITAL PROJECTS-GOV.

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
-----						
REVENUE SUMMARY						
575-CAPITAL PROJECTS-GOV	6,180.00	0.00	1,407,243.88	770.94	0.00	( 1,401,063.88)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	6,180.00	0.00	1,407,243.88	770.94	0.00	( 1,401,063.88)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
CAPITAL PROJECTS-GOV	932,300.00	0.00	1,082,360.34	116.10	0.00	( 150,060.34)
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	932,300.00	0.00	1,082,360.34	116.10	0.00	( 150,060.34)
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	( 926,120.00)	0.00	324,883.54	35.08-	0.00	( 1,251,003.54)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: AUGUST 31ST, 2021

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	957,500.00	76,325.56	741,518.22	77.44	0.00	215,981.78
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	957,500.00	76,325.56	741,518.22	77.44	0.00	215,981.78
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,309,383.00	48,199.34	450,138.46	34.38	0.00	859,244.54
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,309,383.00	48,199.34	450,138.46	34.38	0.00	859,244.54
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	( 351,883.00)	28,126.22	291,379.76	82.81-	0.00	( 643,262.76)
	=====	=====	=====	=====	=====	=====

## CASH &amp; INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<b>100-GENERAL FUND</b>			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	798,479.73	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	125,828.93	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	
TOTAL CASH		924,308.66	
<u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		284,282.07
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		17,676.91
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00
TOTAL INVESTMENTS			301,958.98
<u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		1,772,504.19
100 1-104.604	TEXPOOL - ARMORY LEASE		0.00
100 1-104.702	TEXPOOL - IND PARK IMPT OIL		0.00
100 1-104.703	TEXPOOL - LEWIS PROPERTY		0.00
TOTAL POOLED INVESTMENTS			1,772,504.19
TOTAL 100-GENERAL FUND		924,308.66	2,074,463.17
<b>203-JB WELLS FUND</b>			
=====			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	( 147,620.38)	
TOTAL CASH		( 147,620.38)	
TOTAL 203-JB WELLS PARK FUND		( 147,620.38)	0.00
<b>210-ELECTRIC FUND</b>			
=====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	626,540.37	
210 1-001.499	CASH -HYDRO CO'S	0.00	
210 1-001.500	CASH - HYDRO BOND I & S	0.00	
210 1-001.600	CONFIDENTIALITY FEE	0.00	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	183,355.41	
TOTAL CASH		809,895.78	

## CASH &amp; INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2021

AUGUST 31ST, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
210 1-103.000	AGENCY SECURITIES - ELECTRIC		0.00
210 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
210 1-103.410	CERT OF DEP - SOUTH STAR BANK		278,618.62
210 1-103.411	CERT OF DEPOSIT - RBFCU		0.00
210 1-103.606	CUSTOMER METER DEPOSITS - INVT		0.00
210 1-103.706	ELEC CAPITAL IMPROVEMENT-INST.		0.00
TOTAL INVESTMENTS			278,618.62
<u>POOLED INVESTMENTS</u>			
210 1-104.000	TEXPOOL- UNDESIGNATED		0.00
210 1-104.001	TEXPOOL-HYDRO CO'S		0.00
210 1-104.002	TEXPOOL- ELECTRIC FUND		1,982,383.34
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			1,982,383.34
TOTAL 210-ELECTRIC FUND		809,895.78	2,261,001.96

220-WATER FUND

=====

<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	846,749.43	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	23,654.00	
TOTAL CASH		870,403.43	

<u>INVESTMENTS</u>			
220 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
220 1-103.411	CERTIFICATE OF DEPOSIT-SAGE		0.00
220 1-103.606	CUSTOMER METER DEPOSITS - INVT		0.00
TOTAL INVESTMENTS			0.00

<u>POOLED INVESTMENTS</u>			
220 1-104.000	TEXPOOL - WATER FUND		0.00
220 1-104.001	TEXPOOL CONSTRUCTION		0.00
220 1-104.002	TEXPOOL- WATER FUND		751,846.52
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL		0.00
TOTAL POOLED INVESTMENTS			751,846.52
TOTAL 220-WATER FUND		870,403.43	751,846.52



## CASH &amp; INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2021

AUGUST 31ST, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<b>230-WASTEWATER FUND</b>			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	666,412.60	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	600.00	
		-----	
TOTAL CASH		667,012.60	
<u>INVESTMENTS</u>			
230 1-103.000	INVESTMENTS AGENCY SECURITIES		0.00
230 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
230 1-103.411	CERT. OF DEP - SOUTH STAR BANK		280,120.67
			-----
TOTAL INVESTMENTS			280,120.67
<u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		509,203.81
			-----
TOTAL POOLED INVESTMENTS			509,203.81
		-----	-----
TOTAL 230-WASTEWATER FUND		667,012.60	789,324.48
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<b>240-SOLID WASTE</b>			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	86,551.57	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	
		-----	
TOTAL CASH		86,551.57	
<u>INVESTMENTS</u>			
240 1-103.000	INVESTMENTS AGENCY SECURITIES		0.00
240 1-103.402	INVESTMENTS - I & S REVENUE BD		0.00
240 1-103.403	INVESTMENTS - I & S BOND RES		0.00
			-----
TOTAL INVESTMENTS			0.00
<u>POOLED INVESTMENTS</u>			
240 1-104.000	TEXPOOL - SOLID WASTE FUND		0.00
240 1-104.100	TEXASTERM		0.00
240 1-104.402	TEXPOOL - I & S REVENUE BOND		0.00
240 1-104.403	TEXPOOL - I & S BOND RESERVE		0.00
			-----
TOTAL POOLED INVESTMENTS			0.00
		-----	-----
TOTAL 240-SOLID WASTE FUND		86,551.57	0.00

## CASH &amp; INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2021

AUGUST 31ST, 2021

FUND-ACCT. NO. ACCOUNT NAME	CASH	INVESTMENTS
250-DSF PROPRIETARY		
=====		
<u>CASH</u>		
250 1-001.000 CASH-DSF PROPRIETARY	0.00	
	-----	
TOTAL CASH	0.00	
	-----	-----
TOTAL 250-DSF PROPRIETARY	0.00	0.00

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 300-CAPITAL PROJECTS-BUS  
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<u>CASH</u>		
300 1-001.000 CASH CONTROL - CAPITAL PROJ	0.00	
300 1-101.301 BOND - CIP	0.00	
	-----	
TOTAL CASH	0.00	
<u>POOLED INVESTMENTS</u>		
300 1-104.101 CASH-CO SERIES 2019 CIP STREET		0.00
300 1-104.102 CASH-CO SERIES 2019 CIP W/W		335,079.15
300 1-104.103 CASH-CO SERIES 2019 CIP WATER		538,516.50
300 1-104.104 CASH-CO SERIES 2019 CIP GEN.		0.00
		-----
TOTAL POOLED INVESTMENTS		873,595.65
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TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	873,595.65

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 400-DSF GOVERNMENTAL ACTI  
 =====

<u>CASH</u>		
400 1-001.000 CASH - CONTROL ACCT	0.00	
400 1-001.101 CASH-DSF GOV. ACTIVITIES	210,268.63	
	-----	
TOTAL CASH	210,268.63	
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TOTAL 400-DSF GOVERNMENT ACTIVITIES	210,268.63	0.00

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 500-RESTRICTED USE FUNDS  
 =====

<u>CASH</u>		
500 1-001.000 CASH - CONTROL ACCT	0.00	
500 1-001.501 CASH - TEXAS CAPITAL	0.00	
500 1-001.502 CASH - HOTEL MOTEL TAX	630,554.32	
500 1-001.503 CASH - MUSEUM FUNDS	35,438.35	
500 1-001.504 CASH - FORFEITURES	24,071.00	

## CASH &amp; INVESTMENTS BY FUND

AS OF: AUGUST 31ST, 2021

AUGUST 31ST, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.505	CASH - MUN CRT CHILD SAFETY	13,180.88	
500 1-001.506	CASH - MUN CRT SECURITY	22,985.58	
500 1-001.507	CASH - MUN CRT TECH	2,533.04	
500 1-001.508	CASH - SPECIAL EXPENSE	6,800.64	
500 1-001.509	CASH - AIRPORT IMPT	0.00	
500 1-001.510	PEG FRANCHISE (RESTRICTED USE)	0.00	
500 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	86,467.04	
TOTAL CASH		822,030.85	
TOTAL 500-RESTRICTED USE FUNDS		822,030.85	0.00

## 575-CAPITAL PROJECTS-GOV

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## CASH

575 1-001.000	CASH-CONTROL ACCT	0.00
TOTAL CASH		0.00

## POOLED INVESTMENTS

575 1-104.101	CASH-CO SERIES 19 CIP STREET	324,883.54
TOTAL POOLED INVESTMENTS		324,883.54
TOTAL 575-CAPITAL PROJECTS-GOV.		0.00

## 700-COMPONENT UNIT

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## CASH

700 1-001.000	CASH -CONTROL ACCOUNT	0.00
700 1-001.101	CASH - ECONOMIC DEV CORP	3,225,660.07
TOTAL CASH		3,225,660.07

## INVESTMENTS

700 1-103.412	CERT OF DEPOSIT-SAGE CAPITAL	0.00
700 1-103.419	RBFCU- BASIC BUSINESS CHECKING	0.00
700 1-103.420	RBFCU - MONEY MARKET ACCT	0.00
700 1-103.430	SAVINGS ACCT - RBFCU	0.00
TOTAL INVESTMENTS		0.00
TOTAL 700-GONZALES ECONOMIC DEV		3,225,660.07

FUND TOTAL OTHER INVESTMENTS	860,698.27
FUND TOTAL POOLED INVESTMENTS	6,214,417.05

TOTAL CASH AND INVESTMENTS	7,468,511.21	7,075,115.32
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\*\*\* END OF REPORT \*\*\*