

CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
VIA TELEPHONE CONFERENCE
LIMITED IN PERSON ATTENDANCE AVAILABLE
AGENDA –NOVEMBER 16, 2020 12:00 P.M.

NOTICE is hereby given that, pursuant to Section 551.045 of the Texas Government Code and the March 16, 2020 order by the Governor of the State of Texas, the City Council will hold its meeting on Monday, November 16, 2020 at 12:00 p.m., via teleconference in accordance with Governor Abbott's order.

This meeting notice, agenda and agenda packet are posted online at www.gonzales.texas.gov.

In accordance with Governor Abbott's Executive Order 29 issued on July 2, 2020 every person attending the meeting shall wear a face covering over the nose and mouth unless the person is under 10 years of age or has a medical condition or disability that prevents wearing a face covering.

On March 16, 2020, Governor Abbott suspended several provisions of the Texas Open Meetings Act for the duration of his statewide declaration of disaster, including the new requirement (added by H.B. 2840 last legislative session) that the public has a right to speak on agenda items. This DOES NOT apply to statutorily-mandated public hearings, such as zoning and similar hearings. The Governor has since clarified his intent and stated that citizens should be allowed to offer comments by other means.

In person attendance by the public will be limited to 14 which is 50% capacity of the room less Council Members and required staff and should be separated by at least six (6) feet from other groups attending the meeting together. A temporary suspension of certain provisions of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Citizens wishing to offer comments on the posted agenda items may email their comments at least two hours prior to the start of the meeting and the comments will be read into the record during the time allocated for citizen comments. Emails may be sent to citysecretary@gonzales.texas.gov and must include the name of the citizen

The public toll-free dial in number to participate in the telephone conference is hosted through FreeConferenceCall.com.

Toll-free call in number: **1-844-854-2222**

When asked for an access code enter **348787#**

It is not necessary to announce yourself when you join the teleconference.

A recording of the telephone conference will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

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. Individuals not able to attend due to space limitations may email the City Secretary at least two (2) hours prior to the meeting.

CONSENT AGENDA ITEMS

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

- 1.1 **Minutes** - Approval of the minutes for the following meetings:
 - a. October 8, 2020 Regular Meeting
 - b. October 16, 2020 Special Meeting
- 1.2 Discuss, Consider & Possible Action on **Resolution #2020- 109** Approving the Purchase of a 2020 Genie GTH-844 Extended Reach Forklift.
- 1.3 Discuss, Consider & Possible Action on **Resolution #2020-110** Approving the 2020 Final Tax Roll for the City of Gonzales.
- 1.4 Discuss, Consider & Possible Action on **Resolution #2020-111** Authorizing the Payment of Longevity Pay for Fiscal Year 2020-2021.
- 1.5 Discuss, Consider and Possible Action on **Resolution #2020-112** Authorizing the City Manager to execute an agreement with Gonzales County Restoration Association for the Pioneer Village Living History Center.
- 1.6 Discuss, Consider and Possible Action on **Resolution #2020-113** Authorizing the City Manager to execute an agreement with Preservation Gonzales regarding restricted use funds for the Gonzales County Jail Museum.
- 1.7 Discuss, Consider and Possible Action on **Resolution #2020-114** Authorizing the City Manager to execute an agreement with Gonzales Chapter Daughters of the Republic of Texas for the J.B. Wells House Museum.

- 1.8 Discuss, Consider & Possible Action on **Resolution #2020-115** Approving Work Order #67 in the amount of \$100,000 with for Engineering, Surveying and Project Management of the 2021 Water and Wastewater Improvement Projects and Authorizing the City Manager to Execute a Contract.
- 1.9 Discuss, Consider & Possible Action Approving **Resolution #2020-116** Authorizing the City Manager to Execute a Professional Services Agreement with Tank Industry Consultants for Professional Services Associated with the Rehabilitation of Tank No. 1 in an Amount Not to Exceed \$135,000.
- 1.10 Discuss, Consider & Possible Action on **Resolution #2020-117** Authorizing the Use of Downtown Square including the Parking Lot, and Designated Street Closures for the additional day of Friday, December 4th, for the Annual Winterfest Celebration.
- 1.11 Discuss, Consider & Possible Action on **Resolution #2020-118** Declaring Certain City Property Surplus and Authorizing the Sale, Donation or Destruction of Said Property in the manner most advantageous to the City of Gonzales.

RESOLUTIONS, ORDINANCES AND COUNCIL ACTION

- 2.1 Discuss, Consider & Possible Action on **Resolution #2020-119** Approving the 2021 Insurance Provider for Health, Dental, Vision and Life.
- 2.2 Discuss, Consider & Possible Action on **Resolution #2020-120** Authorizing Gonzales Main Street, Inc. to add dedicated benches to Texas Hero Square and benches throughout the downtown.
- 2.3 Discuss, Consider & Possible Action on **Resolution #2020-121** Approving the Recommendation of the Gonzales Convention & Visitor Bureau to Approve Funding for the Design, Fabrication, and Installation of Eight Interpretive Panels, Under the Advisement of Preservation Gonzales, Inc., on the Historic Downtown Square, Not to Exceed the Amount of \$8,610.00.
- 2.4 Discuss, Consider & Possible Action on **Resolution #2020-122** Approving to Contract out Sweep Across Texas to Sweep all City Streets and Consider Frequency Options of Street Sweeping.
- 2.5 Discuss, Consider & Possible Action on **Resolution #2020-123** Approving an Airport Courtesy Car Use Policy and Authorizing the Use of a City Owned Vehicle as a Courtesy Car.
- 2.6 Discuss, Consider & Possible Action Approving **Resolution #2020-124** Authorizing Appointments to the Main Street Advisory Board.
- 2.7 Discuss, Consider & Possible Action on **Resolution #2020-125** Approving Annex K – Public Works and Engineering and Annex P – Hazard Mitigation for the Gonzales Independent School District Hazard Mitigation Plan.

- 2.8 Discuss, Consider & Possible Action Approving **Ordinance #2020-24** Closing and Abandoning to the abutting property owner, Marilyn Schmidt Portions of an unopened city street (Center Street) generally located east of Moore Street Approximately 150 feet North of St. Lawrence and Authorizing the City Manager to Execute the Real Property Contract.
- 2.9 Discuss, Consider & Possible Action Approving **Resolution #2020-126** Authorizing an Expenditure by the Gonzales Economic Development Corporation in an Amount Not to Exceed \$45,000.00 for Roof Repairs and Improvement to the Lynn Theater.
- 2.10 Discuss, Consider & Possible Action Approving **Resolution #2020-127** Authorizing an Appointment to the Gonzales Housing Authority.
- 2.11 Discuss, Consider & Possible Action on **Ordinance #2020-25** on Amendments to the City of Gonzales Code of Ordinances Article 9.500 – Code of Ethics and Conduct for City Officials and Employees.
- 2.12 Discuss, Consider & Possible Action on **Resolution #2020-128** Authorizing the City Manager to Negotiate Outside Counsel for Edison Electric Institute (EEI) Agreement.

STAFF/BOARD REPORTS

- 3.1 Financial Report for the month of September 2020 and the quarter ending September 2020.
- 3.2 City Manager, Tim Patek will update the City Council on the following:
 - Update on District 1 Clean Up
 - Rate Study Update
 - Country Village/Harrell Addition Update
 - Update on Christmas Party

CANVASS ELECTION AND ADMINISTER OATHS

- 4.1 Discuss, Consider & Possible Action Approving **Resolution #2020-129** Canvassing the Returns and Officially Declaring the Results of the November 3, 2020 City of Gonzales General Election.
- 4.2 Issuance of Certificate of Election and Administer Oath of Office for Council Member District #3.
- 4.3 Issuance of Certificate of Election and Administer Oath of Office for Council Member District #4.

CLOSED SESSION

- 5.1(a) 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:

1. In Re Estate of J. B. Wells litigation

2. Patricia Bennett and Gloria Knight v. City of Gonzales, Texas Cause No. 27,500

RETURN TO OPEN SESSION

6.1 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.

CERTIFIED as posted by 5:00 p.m. on November 12, 2020. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.



Kristi Gilbert, Administrative Services Director/City Secretary

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES –OCTOBER 8, 2020**

The Regular Meeting of the City Council was held on **October 8, 2020** at 6:00 p.m. via teleconference **pursuant to Section 551.045 of the Texas Government Code and in accordance with the March 16, 2020 order by the Governor of the State of Texas.**

The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

In accordance with Governor Abbott's Executive Order 29 issued on July 2, 2020 every person attending the meeting shall wear a face covering over the nose and mouth unless the person is under 10 years of age or has a medical condition or disability that prevents wearing a face covering.

On March 16, 2020, Governor Abbott suspended several provisions of the Texas Open Meetings Act for the duration of his statewide declaration of disaster, including the new requirement (added by H.B. 2840 last legislative session) that the public has a right to speak on agenda items. This DOES NOT apply to statutorily mandated public hearings, such as zoning and similar hearings. The Governor has since clarified his intent and stated that citizens should be allowed to offer comments by other means.

In person attendance by the public will be limited to 14 which is 50% capacity of the room less Council Members and required staff and should be separated by at least six (6) feet from other groups attending the meeting together. A temporary suspension of certain provisions of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Citizens wishing to offer comments on the posted agenda items may email their comments at least two hours prior to the start of the meeting and the comments will be read into the record during the time allocated for citizen comments. Emails may be sent to citysecretary@gonzales.texas.gov and must include the name of the citizen.

CALL TO ORDER, INVOCATION AND PLEDGE

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

Attendee Name	Title	Status
Connie L. Kacir	Mayor	Present in person
Gary Schroeder	Council Member, District 1	Present in person
Tommy Schurig	Council Member, District 2	Present in person
Bobby O'Neal	Council Member, District 3	Present in person
Dan Blakemore	Mayor Pro Tem/Council Member, District 4	Present in person

STAFF PARTICIPATING:

City Manager Tim Patek, City Attorney Dan Santee, Administrative Services Director/City Secretary Kristi Gilbert, Finance Director Laura Zella, Main Street Manager Liz Reiley JB Wells Park Arena Manager Anne Dollery 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
- Recognition of actions by community volunteers

HEARING OF RESIDENTS

The following individuals were present in person and spoke:

Reverend Roches, thanked the Council for recognizing the African American community and stated the Edwards Association will be sponsoring a celebration for Juneteenth including everyone in the community.

David Tucy, addressed the Council stating he was in favor of the City Council establishing Juneteenth as a city holiday.

Glenda Gordon, shared with the Council the listing of items to be included on the interpretive panels and shared a sample panel. Ms. Gordon also made mention the DeWitt Colony will celebrate its bicentennial anniversary in March 2025.

Hannah Klug, addressed the City Council regarding the Domestic Violence Awareness Month and provided an update on annual activities. Ms. Klug spoke regarding the RISE program with the County Attorney's office and the virtual candlelight vigil.

PRESENTATION

1.1 Domestic Violence Awareness Month Proclamation

Mayor Kacir presented Hannah Klug with a proclamation designated October 2020 as Domestic Violence Awareness Month.

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 following meetings:

- a. September 3, 2020 Special Meeting
- b. September 10, 2020 Regular Meeting
- c. September 21, 2020 Special Meeting
- d. October 1, 2020 Special Meeting

2.2 Approval of any council absences for the fourth quarter of fiscal year 2019-20.

2.3 Discuss, Consider & Possible Action on Resolution #2020-96 Authorizing the Use of Downtown Square including the Parking Lot, and Designated Street Closures for 2020 Winterfest & Annual Lighted Christmas Parade on December 5, 2020.

- 2.4 Discuss, Consider & Possible Action on **Resolution #2020-97** Approving the Purchase of a 2021 Ford F750 Diesel Regular Cab & Chassis Along with Knapheide Brush Bed

ACTION: Items 2.1 and 2.4

APPROVED

Council Member Schurig moved to approve the consent agenda as presented. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

RESOLUTIONS, ORDINANCES AND COUNCIL ACTION

- 3.1 Conduct a Public Hearing to Discuss, Consider & Possible Action on **Resolution #2020-98** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Texas General Land Office (GLO) for \$3,000,000 in CDBG-MIT grant funds for Infrastructure Improvements Related to Damage Caused by Hurricane Harvey, In Order to Mitigate the Impact of Future Flooding Events.

Mayor Kacir opened the public hearing to comment. No one signed in to speak. Mayor Kacir closed the hearing to public comment.

ACTION: Items 3.1

APPROVED

Council Member O'Neal moved to approve **Resolution #2020-98** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Texas General Land Office (GLO) for \$3,778,467 in CDBG-MIT grant funds for Infrastructure Improvements Related to Damage Caused by Hurricane Harvey, In Order to Mitigate the Impact of Future Flooding Events. Council Member Schurig seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.2 Discuss, Consider & Possible Action on **Resolution #2020-99** Accepting the Proposals and Awarding the Contract for the Cleaning and Repainting of the 850,000 Gallon Steel Ground Storage Tank, "Water Tank #1" and authorizing the City Manager to execute the Agreement.

Lynn Short, representing Tank Industries Consultants the engineering firm for the company. Mr. Short stated the estimate was \$721,000 and nine good bids had been received, one bidder withdrew their proposal.

ACTION: Items 3.2

APPROVED

Council Member O'Neal moved to approve **Resolution #2020-99** Accepting the Proposals and Awarding the Contract for the Cleaning and Repainting of the 850,000 Gallon Steel Ground Storage Tank, "Water Tank #1" and authorizing the City Manager to execute the Agreement. Mayor Pro Tem Blakemore seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.3 Discuss, Consider & Possible Action on **Resolution #2020-100** Approving a Performance agreement between the Gonzales Economic Development Corporation and the Gonzales Main Street.

ACTION: Items 3.3

APPROVED

Council Member Schurig moved to approve **Resolution #2020-100** Approving a Performance agreement between the Gonzales Economic Development Corporation and the Gonzales Main Street. Council Member Schroeder seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.4 Discuss, Consider & Possible Action on **Resolution #2020-101** Approving the City of Gonzales 2021 Holiday Schedule.

ACTION: Items 3.4

APPROVED

Council Member Schurig moved to approve **Resolution #2020-101** Approving the City of Gonzales 2021 Holiday Schedule. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.5 Discuss, Consider & Possible Action Approving **Resolution #2020-102** Authorizing the City Manager to Solicit Requests for Proposals for the Purchase of Electric Meters, Related Software and the Installation of the System

ACTION: Items 3.5

APPROVED

Council Member O'Neal moved to approve **Resolution #2020-102** Authorizing the City Manager to Solicit Requests for Proposals for the Purchase of Electric Meters, Related Software and the Installation of the System. Council Member Schurig seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.6 Discuss, Consider and Possible Action on **Resolution #2020-103** Authorizing the City Manager to Execute a contract with the Chamber of Commerce for the hosting and operations of the Gonzales Visitor Information Center.

ACTION: Items 3.6

APPROVED

Council Member Schurig moved to approve **Resolution #2020-103** Authorizing the City Manager to Execute a contract with the Chamber of Commerce for the hosting and operations of the Gonzales Visitor Information Center. Mayor Pro Tem Blakemore seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.7 Discuss, Consider and Possible Action on **Ordinance #2020-22** Amending Article 9.03 of the City of Gonzales Code of Ordinances to Reduce the Number of Members on the Main Street Advisory Board as Requested by the Main Street Advisory Board.

ACTION: Items 3.7

APPROVED

Council Member O'Neal moved to approve **Ordinance #2020-22** Amending Article 9.03 of the City of Gonzales Code of Ordinances to Reduce the Number of Members on the Main Street Advisory Board as Requested by the Main Street Advisory Board. Mayor Pro Tem Blakemore seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.8 Discuss, Consider & Possible Action Approving **Resolution #2020-104** Authorizing the Appointments and Reappointments to the Airport Advisory Board, Gonzales Convention & Visitors Bureau, Gonzales Economic Development Corporation, Gonzales Golf Course Advisory Board, JB Wells Park Advisory Board, Gonzales Library Board, Main Street Advisory Board, Museum Advisory Board, Planning & Zoning Commission, and Zoning Board of Adjustment & Sign Control Board

Mayor Pro Tem Blakemore moved to appoint the following members to the **Airport Advisory Board** for a two-year term beginning October 1, 2020 and ending September 30, 2022:

1. James “Steve” Dixon
2. John Coale
3. John Langhoff

Council Member Schurig seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

Mayor Pro Tem Blakemore moved to appoint the following members to the **Gonzales Convention & Visitors Bureau** for a two-year term beginning October 1, 2020 and ending September 30, 2022:

1. Suzanne Sexton
2. Tiffany Hutchinson
3. Jean Burns
4. Tami Erickson
5. Judy Wehde

Council Member Schurig seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

Council Member Schurig moved to appoint the following members to the **Gonzales Economic Development Corporation** for a two-year term beginning October 1, 2020 and ending September 30, 2022:

1. Larry Wehde
2. Meena Patel
3. Andy Rodriguez

And appointing the following member to the **Gonzales Economic Development Corporation** for a one-year term beginning October 1, 2020 and ending September 30, 2021:

1. Ken Morrow

Council Member O’Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

Council Member O’Neal moved to appoint the following members to the **Gonzales Golf Course Advisory Board** for a two-year term beginning October 1, 2020 and ending September 30, 2022:

1. Debbie Tieken
2. Doug Kotzebue

3. Ryan Lee
4. Bill Kessler

Mayor Pro Tem Blakemore seconded the motion. Mayor Kacir called for a roll call vote.
For: Unanimous. The motion passed 5 to 0.

Council Member O'Neal moved to appoint the following members to the **JB Wells Park Advisory Board** for a two-year term beginning October 1, 2020 and ending September 30, 2022:

1. Billy Bob Low
2. Don Pooley
3. Janelle Trammell
4. Heather Shelton

Council Member Schroeder seconded the motion. Mayor Kacir called for a roll call vote.
For: Unanimous. The motion passed 5 to 0.

Council Member Schurig moved to appoint the following members to the **Gonzales Library Board** for a two-year term beginning October 1, 2020 and ending September 30, 2022:

1. Dorothy Eberle
2. Ida McGarity
3. John Tinsley
4. Swann Reid

Mayor Pro Tem Blakemore seconded the motion. Mayor Kacir called for a roll call vote.
For: Unanimous. The motion passed 5 to 0.

Mayor Pro Tem Blakemore moved to appoint the following members to the **Main Street Advisory Board** for a two-year term beginning October 1, 2020 and ending September 30, 2022:

1. Connie Dolezal
2. Meena Patel
3. Gregory Webb
4. Tiffany Padilla

And appointing the following members to the **Main Street Advisory Board** to fill an unexpired term effective October 1, 2020 and ending September 30, 2021:

1. D'Anna Robinson
2. Becky Eldridge

Council Member Schurig seconded the motion. Mayor Kacir called for a roll call vote.
For: Unanimous. The motion passed 5 to 0.

Council Member O'Neal moved to appoint the following members are appointed to the **Museum Advisory Board** for a two-year term beginning October 1, 2020 and ending September 30, 2022:

1. Judy Wehde
2. *Vacancy*
3. *Vacancy*

Council Member Schroeder seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

Council Member O'Neal moved to appoint the following members to the **Planning & Zoning Commission** for a two-year term beginning October 1, 2020 and ending September 30, 2022: 5-0

1. Paul Frenzel
2. Paul Neuse
3. Tom Tiller

Mayor Pro Tem Blakemore seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

Mayor Kacir moved to appoint the following members to the **Zoning Board of Adjustment & Sign Control Board** for a two-year term beginning September 11, 2020 and ending September 30, 2022: 5-0

1. Richard Crozier
2. Johnnie Edwards
3. Pat Mosher – Alternate

And appointing the following members are appointed to the **Zoning Board of Adjustment & Sign Control Board** for a one-year term beginning October 1, 2020 and ending September 30, 2021:

1. John Williams
2. Christie Fullilove – Alternate

Mayor Pro Tem Blakemore seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.9 Discuss, Consider & Possible Action on **Resolution #2020-105** Approving Work Order #65 in the amount of \$123,100 with Doucet & Associates for Engineering, Surveying and Project Management of Ridgemont, Oakland, Church and Seydler Streets Improvement Projects (2021 Street Improvement Projects)

ACTION: Items 3.9

APPROVED

Mayor Pro Tem Blakemore moved to approve **Resolution #2020-105** Approving Work Order #65 in the amount of \$123,100 with Doucet & Associates for Engineering, Surveying and Project Management of Ridgemont, Oakland, Church and Seydler Streets Improvement Projects (2021 Street Improvement Projects) Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.10 Discuss, Consider & Possible Action Approving **Resolution #2020-106** Authorizing the City Manager to Execute Addendum Three to the Agreement with Guadalupe Valley Electric Cooperative for Power Cost Adjustment (PCA) Consulting Services and Electric Line Loss Services

ACTION: Items 3.10

APPROVED

Council Member Schurig moved to approve **Resolution #2020-106** Authorizing the City Manager to Execute Addendum Three to the Agreement with Guadalupe Valley Electric Cooperative for Power Cost Adjustment (PCA) Consulting Services and Electric Line Loss Services. Council Member Schroeder seconded the motion. Mayor Kacir called for a roll call vote. For: Schurig, Schroeder, Blakemore and Kacir. Abstained due to conflict of interest: Council Member O'Neal The motion passed 4-0-1.

- 3.11 Discuss, Consider & Possible Action on **Resolution #2020-107** a Resolution Authorizing the City Manager to Solicit Requests for Proposals for the JB Wells Park Concession Stand.

ACTION: Items 3.11

APPROVED

Council Member Schurig moved to approve **Resolution #2020-107** a Resolution Authorizing the City Manager to Solicit Requests for Proposals for the JB Wells Park Concession Stand. Council Member Schroeder seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 1.12 Discuss, Consider & Possible Action on the position of Municipal Court Judge.

ACTION: Items 3.12

ADVERTISE FOR RFQ

Mayor Kacir moved to direct staff to advertise via RFQ. Mayor Pro Tem seconded the motion. For: Unanimous. The motion passed 5 to 0.

- 3.13 Discuss, Consider & Provide Direction on Amendments to the Code of Ethics.

ACTION: Items 3.13

DISCUSSION

City Attorney Dan Santee reviewed proposed changes to the Code of Ethics including adding rules and procedures and allowing for due process for all parties involved. Mr. Santee asked the Council to review the proposed items and provide input on changes.

STAFF/BOARD REPORTS

- 4.1 Financial Report for the month of September 2020.

- 4.2 City Manager, Tim Patek will update the City Council on the following:

- Update on revenue shortfalls due to COVID-19 with anticipated date final numbers will be reported to the City Council
- List of all grants being sought by grant writer and/or staff
- Overview of 2020-2021 CIP with anticipated project start dates
- Report on any new operational changes under consideration for organization efficiencies or decreases in expenditures including staffing and/or increase in deliverables
- Benny Boyd property update
- District 2 Clean-Up update.

CONVENE INTO CLOSED SESSION:

The Council convened into executive session at 7:54 p.m.

PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551, SUBCHAPTER D:

5.1(a) 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:

1. In Re Estate of J. B. Wells litigation
2. Patricia Bennett and Gloria Knight v. City of Gonzales, Texas Cause No. 27,500
3. Issues with Electric Utility Billing Audit

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

1. Appointments to the Gonzales Economic Development Corporation, the Planning and Zoning Commission and the Zoning Board of Adjustments

RETURN TO OPEN SESSION

Reconvene into open meeting at 8:09 p.m.

7.1 Discuss and Consider any Action Resulting from Closed Session as Necessary
No action.

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 a second by Mayor Pro Tem Blakemore, the meeting was adjourned at 8:09 p.m.

Approved this 16th day of November 2020.

Connie Kacir, Mayor

Kristi Gilbert, City Secretary

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES –OCTOBER 16, 2020**

The Special Meeting of the City Council was held on **October 16, 2020** at 1:00 p.m. via teleconference **pursuant to Section 551.045 of the Texas Government Code and in accordance with the March 16, 2020 order by the Governor of the State of Texas.**

The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

In accordance with Governor Abbott's Executive Order 29 issued on July 2, 2020 every person attending the meeting shall wear a face covering over the nose and mouth unless the person is under 10 years of age or has a medical condition or disability that prevents wearing a face covering.

On March 16, 2020, Governor Abbott suspended several provisions of the Texas Open Meetings Act for the duration of his statewide declaration of disaster, including the new requirement (added by H.B. 2840 last legislative session) that the public has a right to speak on agenda items. This DOES NOT apply to statutorily mandated public hearings, such as zoning and similar hearings. The Governor has since clarified his intent and stated that citizens should be allowed to offer comments by other means.

In person attendance by the public will be limited to 14 which is 50% capacity of the room less Council Members and required staff and should be separated by at least six (6) feet from other groups attending the meeting together. A temporary suspension of certain provisions of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Citizens wishing to offer comments on the posted agenda items may email their comments at least two hours prior to the start of the meeting and the comments will be read into the record during the time allocated for citizen comments. Emails may be sent to citysecretary@gonzales.texas.gov and must include the name of the citizen.

CALL TO ORDER, INVOCATION AND PLEDGE

Mayor Kacir called the meeting to order at 12:04 p.m. and a quorum was certified.

Attendee Name	Title	Status
Connie L. Kacir	Mayor	Present in person
Gary Schroeder	Council Member, District 1	Present in person
Tommy Schurig	Council Member, District 2	Present in person
Bobby O'Neal	Council Member, District 3	Present in person
Dan Blakemore	Mayor Pro Tem/Council Member, District 4	Present in person

STAFF PARTICIPATING:

City Manager Tim Patek, Administrative Services Director/City Secretary Kristi Gilbert, JB Wells Park Manager Anne Dollery, Main Street Manager Liz Reiley and Gary Schurig.

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

Mayor Kacir presented a proclamation to Anne Covert declaring October 19, 2020 Ann Covert Day in the City of Gonzales.

HEARING OF RESIDENTS

No residents were signed in to speak.

ACTION ITEMS

- 1.1 Discuss, Consider & Possible Action on **Resolution #2020-108** 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.

Mayor Kacir reviewed the proposed event meeting CDC guidelines including individually wrapped bags, each candy station limited to 10 people or less, and volunteers from the churches.

ACTION: Item 1.1

APPROVED

Council Member Schurig moved to approve **Resolution #2020-108** 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. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

CONVENE INTO CLOSED SESSION:

The Council did not convene into closed session.

- 4.1 Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales entered into 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:
 1. In Re Estate of J. B. Wells litigation
 2. Patricia Bennett and Gloria Knight v. City of Gonzales, Texas Cause No. 27,500

RETURN TO OPEN SESSION

Not applicable, the Council did not convene into closed session.

- 5.1 Discuss and Consider any Action Resulting from Closed Session as Necessary
No Action

ADJOURN

On a motion by Council Member O'Neal and a second by Mayor Pro Tem Blakemore, the meeting was adjourned at 12:20 p.m.

Approved this 16th day of November 2020.

Connie Kacir, Mayor

Kristi Gilbert, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-109 Approving the Purchase of a 2020 Genie GTH-844 Extended Reach Forklift

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales, Electric Department would like your approval for the purchase of a 2020 Genie GTH-844 extended reach forklift. This machine has 8,000 pounds lift capacity, 44' extended reach fully extended, 60" lifting forks, 4-wheel drive with solid no flat tire and relief holes, and a 12-month full machine, unlimited hours warranty. This machine will primarily be used to unload freight received at our Public Works yard. It will also be used by other departments around the City on other jobs where it is suitable. Our current forklift primarily stays at JB Wells Arena, and has to be retrieved back to Public Works to off load freight, which is time consuming and delays production. This new machine will improve production and benefit crews in daily operations.

POLICY CONSIDERATIONS

As set forth in the City's Fiscal and Budgetary Policy Statements; All City purchases and contracts over \$50,000 shall conform to a Competitive bidding process as set forth in Chapter 252 of the local Government Code of Texas. The pricing was obtained through a Buy Board Purchasing Program which assists local governments in reducing costs through this government-to government service available nationwide.

FISCAL IMPACT:

This Agenda Item will expend \$99,973.26 and the Finance Department has verified the availability of these funds in Account# 210-7-710.608 in the 2020-2021 Electric Fund. The Buy Board Contract #: 597-19.

ATTACHMENTS

Contract Pricing H&V Equipment Services, Inc.

STAFF RECOMMENDATION:

Staff respectfully request approval of the Purchase of this New 2020 Genie Forklift.

RESOLUTION NO. 2020-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE PURCHASE OF A 2020 GENIE GTH-844 EXTENDED REACH FORKLIFT FOR THE ELECTRIC DEPARTMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Electric Department is in need of a forklift to improve production and assist crews with daily operations; and,

WHEREAS, as set forth in the City's Fiscal and Budgetary Policy, all City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas; and,

WHEREAS, the pricing for the forklift was obtaining through Buy Board Purchasing Program which assists local governments in reducing costs through a government-to-government procurement services; and,

WHEREAS, the budgeted amount in the 2020-2021 Fiscal Year is \$102,000.00; and,

WHEREAS, the total cost of the 2020 Genie GTH-844 extended reach forklift is \$99,973.26; and,

WHEREAS, the City Council hereby finds that the purchase of a 2020 Genie GTH-844 extended reach forklift is in the best interest of the health, safety and welfare of the citizens of the City of Gonzales.

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby authorizes the purchase of a 2020 Genie GTH-844 extended reach forklift for the Electric Department in an amount not to exceed \$99,973.26.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Connie Kacir, Mayor

ATTEST:

Kristi Gilbert, City Secretary

H & V EQUIPMENT SERVICES

P.O. Box 909
Progreso, TX 78579
Ph (956) 565-3788
Fax (956) 565-2252

3307 SE Loop 410
San Antonio, TX 78222
Ph (210) 648-5885
Fax (210) 648-7611

4402 Highway 77
Corpus Christi, TX 78410
Ph (361) 241-1000
Fax (361) 241-3033

City of Gonzales
1916 St. Joseph Street
Gonzales, Texas 78629
Per Mr. Todd Remschel Request

10/6/2020

BB # 597-19

Dear Ms. Kristi Gilbert,

H & V Equipment Services is pleased to offer one (1) new Genie GTH-844 extended reach forklift for The City of Gonzales consideration.

Genie GTH-844 equipped with Deutz TCD 3.6L4, Tier IV, OROPS Canopy, LED Work Lights, Flashing Beacon, 60" wide carriage with 60" long forks, Solid RT tires with relief holes and all standard equipment. 12-month full machine warranty with unlimited hours plus 2 year/3,000-hour engine warranty. Bid price delivered job ready..... \$98,013.00
Estimated freight..... Included

Plus 2% Buy Board fee..... \$1,960.26
Total Buy Board price..... \$99,973.26

Availability: allow 4 to 6 weeks shipping ARO

H & V Equipment Services has been serving South Texas construction, light agriculture and industrial Equipment fields for over 30 years. We have three locations to provide sales, parts, service and product support backed by our quality manufactures and our valued staff.

We appreciate your consideration as well as the opportunity earn your trust and business. Please let us know if there is anything, we can do to assist you and your organization with your equipment needs now and in the future.

Respectfully,

4402 Hwy 77 Corpus Christi, TX 78410 (361)241-1000

2702 S.E. Loop 410 San Antonio, TX 78222 (210)648-5885 / 5627 E. Hwy 281 Progreso, TX 78579 (956)565-3788
Bruce Harvey
President

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2020-110 Approving the 2020
Final Tax Roll for the City of Gonzales

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

According Section 26.09(e) of the Texas Property Tax Code; the City of Gonzales must approve the 2020 Final Tax Roll for the City of Gonzales from the Gonzales County Tax Assessor-Collector.

POLICY CONSIDERATIONS:

As per the Texas Property Tax Code the governing body for the unit must approve the unit's tax roll.

FISCAL IMPACT:

The levy fund totals are as follows:

Levy Fund	Tax Rate	Total Taxes Owed
Interest & Sinking	0.16100000	804,949.31
Maintenance & Operations	0.19010000	950,439.69
Personal Late Rendition Penalty		1,085.70
Personal Late Rendition Penalty Admin Fee		57.25
Total		1,756,531.95

ATTACHMENTS:

Final Roll Report for 2020

STAFF RECOMMENDATION:

Respectfully request approval of the final Roll Report for Tax Year 2020 as provided by the Tax Assessor-Collector.

RESOLUTION NO. 2020-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE 2020 FINAL TAX ROLL FOR THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, according to Section 26.09(e) of the Texas Property Tax Code the assessor shall submit to the governing body of the unit for approval, the amount of tax determined in the appraisal roll; and

WHEREAS, the appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll; and

WHEREAS, the taxes have been levied in accordance with the adopted 2020-21 budget as required by state law; and

WHEREAS, the City Council hereby finds that the final roll report for tax year 2020 as provided by the Tax Assessor-Collector shall be approved in accordance with Section 26.09 (e) of the Texas Property Tax Code.

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 approves the final roll report for tax year 2020 in accordance with the Section 26.09(e) of the Texas Property Tax Code.

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of November, 2020.

Connie Kacir, Mayor

ATTEST:

Kristi Gilbert, City Secretary

Final Roll Report

Date: 10/01/2020

Tax Year: 2020

Roll Group: Roll Group 1

Taxing Unit Totals - MAIN Tax Cycle

Taxing Unit	Number of Properties	Total Assessed Value	Exemptions Number of Properties	Total Amount	Total Taxable Value	Tax Rate	Total Taxes Owed	Credit Adjustments Number of Properties	Total Credit Total Freeze
CGO	4,228	530,477,225	1,377	1,794,910	528,682,315	0.35110000	1,755,389.00	542	(100,815.30)
									126081.3000

Levy Fund Totals

Taxing Unit	Levy Fund	Tax Rate	Total Taxes Owed
CGO	Interest & Sinking	0.16100000	804,949.31
	Maintenance & Operations	0.19010000	950,439.69
	Personal Late Rendition Penalty		1,085.70
	Personal Late Rendition Penalty Admin Fee		57.25
Total:			1,756,531.95

Special Assessment Totals

Special Assessment	Number of Properties	Total Amount Owed
Personal Late Rendition Penalty	150	1,085.70
Personal Late Rendition Penalty Admin Fee	150	57.25
Total	300	1,142.95

Tax Cycle & Special Assessment Grand Totals

Tax Cycle	Total Amount Owed
Special Assessments	1,142.95
MAIN	1,755,389.00
Total	1,756,531.95

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-111 Authorizing the Payment of Longevity Pay for Fiscal Year 2020-2021

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

As per the City of Gonzales Personnel Policy Section 5.07 the City of Gonzales may provide Longevity Pay to regular full-time employees. The financial situation of the City will be reviewed each year in October to determine if a recommendation to pay longevity pay will be made by the City Manager. If the City Manager determines that financial resources are not available, no action will be taken regarding longevity pay. If the City Manager determines financial resources are available, he will make his request to City Council at the regular November Council meeting. Subject to annual approval by the City Council, Full-time employees will receive payment on an annual basis at the rate of \$5.00 per month for each year of service, up to a maximum of 25 years. If approved and appropriated by Council, Longevity Pay will be paid annually to all active qualified employees.

During the budget process the Council appropriated within each department Longevity Pay for all full-time employees.

The total amount of Longevity Pay for full time employees this year is \$44,655.00 across all funds. Individual pay ranges between \$65.00 and the maximum of \$1,500.00. The average is approximately \$470.05. Currently, the city has 6 employees with 15+ years of service (maximum \$1500.00).

POLICY CONSIDERATIONS:

This is an annual Council decision and upholds the City's policy for transparency.

FISCAL IMPACT:

The total amount of longevity for full time employees this year is \$44,655.00 across all funds.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this resolution.

RESOLUTION NO. 2020-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE PAYMENT OF LONGEVITY PAY FOR FISCAL YEAR 2020-2021; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Longevity Pay is a compensation that an employee receives according to seniority; and

WHEREAS, the City Manager, as per Section 5.07 of the City of Gonzales Personnel Policy, has reviewed the financial situation of the City of Gonzales and a request to pay Longevity Pay is being presented to City Council for approval; and

WHEREAS, as discussed during the budget process, City Council has appropriated within each departmental fund Longevity Pay for each full-time employee; and

WHEREAS, the total amount of longevity for full-time employees this year is \$44,655.00 across all funds, with an average payout across all employees being approximately \$470.05; and

WHEREAS, the City Council hereby authorizes the payment of Longevity Pay at a rate of \$5.00 per month for each year of service, up to a maximum of 25 years shall be paid to each full-time employee.

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 the payment of Longevity Pay for Fiscal Year 2020-2021.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Connie Kacir, Mayor

ATTEST:

Kristi Gilbert, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Resolution #2020-112 Authorizing the City Manager to execute an agreement with Gonzales County Restoration Association for the Pioneer Village Living History Center.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with Gonzales County Restoration Association DBA Pioneer Village Living History Center for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of Pioneer Village in an effort to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of the funds will be quarterly, beginning December 1, 2020.

POLICY CONSIDERATIONS:

The agreement with Gonzales County Restoration Association for the Pioneer Village Living History Center will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code.

FISCAL IMPACT:

The City Council authorized the expenditure of \$10,000 for this contract in the Fiscal Year 2020-2021 budget. If approved, the expense for the Pioneer Village Living History Center, will be funded from the following budgeted line item: 7-811.413 in the Restrict Use Fund. The disbursement of the funds will be quarterly, beginning December 1, 2020.

ATTACHMENTS:

Proposed agreement with Gonzales County Restoration Association DBA Pioneer Village

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2020-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE GONZALES COUNTY RESTORATION ASSOCIATION FOR THE HOSTING AND OPERATIONS OF THE PIONEER VILLAGE LIVING HISTORY CENTER; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council, on behalf of the City, by contract, may delegate to the Gonzales County Restoration Association for the Pioneer Village Living History Center, the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

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

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

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

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

Section 1. The 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 hereby authorizes the City Manager to Execute a contract with the Gonzales County Restoration Association for the hosting and operations of the Pioneer Village Living History Center in the amount of \$10,000.00 for advertising and other costs to be expended in conformance with Texas Tax Code Section 351.001.

Section 3. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of _____, 2020 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Gonzales County Restoration Association DBA Gonzales Pioneer Village. (hereinafter referred to as "Pioneer Village").

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

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

WHEREAS, the City Council finds that Pioneer Village is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

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

WHEREAS, the Gonzales County Restoration Association maintains the Gonzales Pioneer Village; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to Pioneer Village in the amount of \$10,000.00 for the budget that runs from October 1, 2020 to September 30, 2021. The Pioneer Village shall use these funds to make improvements to the facilities and property at the Pioneer Village site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Pioneer Village, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The Pioneer Village shall provide quarterly financial and program information regarding financial position, use of funds, services offered and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The Pioneer Village shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Pioneer Village.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. Pioneer Village shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any Court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2020 and ending September 30, 2021.
8. 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 Pioneer Village shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. 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.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this _____ day of _____, 2020

CITY OF GONZALES

By: _____
City Manager, Tim Patek

Attest: _____
Kristi Gilbert, Director of Administrative Services

GONZALES COUNTY RESTORATION ASSOC. DBA PIONEER VILLAGE

By: _____
Name: _____
Title: _____

Attest:

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Resolution #2020-113 Authorizing the City Manager to execute an agreement with Preservation Gonzales regarding restricted use funds for the Gonzales County Jail Museum.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with Preservation Gonzales for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the Gonzales County Jail Museum in an effort to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of the funds will be quarterly, beginning December 1, 2020.

POLICY CONSIDERATIONS:

The agreement with Preservation Gonzales for the Gonzales County Jail Museum will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code.

FISCAL IMPACT:

The City Council authorized the expenditure of \$10,000.00 for this contract in the Fiscal Year 2020-2021 budget. If approved, the expense for the Gonzales County Jail Museum, will be funded from the following budgeted line item: 7-811.524 in the Restricted Use Fund. The disbursement of the funds will be quarterly, beginning December 1, 2020.

ATTACHMENTS:

Proposed agreement with Preservation Gonzales (Gonzales County Jail Museum)

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2020-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PRESERVATION GONZALES FOR THE HOSTING AND OPERATIONS OF THE GONZALES COUNTY JAIL MUSEUM; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

Section 1. The 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 hereby authorizes the City Manager to Execute a contract with Preservation Gonzales for the hosting and operations of the Gonzales County Jail Museum in the amount of \$10,000.00 for advertising and other costs to be expended in conformance with Texas Tax Code Section 351.001.

Section 3. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of _____ 2020 between the City of Gonzales (hereinafter referred to as the "City" or. the "City Gonzales") and Preservation Gonzales, Inc. (Gonzales County Jail Museum) (herein referred to as "Preservation Gonzales").

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

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

WHEREAS, the City Council finds that Preservation Gonzales is eligible for funding according to Chapter 351.101 (a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

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

WHEREAS, Preservation Gonzales, Inc. maintains the Gonzales County Jail Museum; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to Preservation Gonzales in the amount of **\$10,000.00** for the budget that runs from **October 1, 2020 to September 30, 2021**. Preservation Gonzales shall use these funds to make improvements to the facilities and property at the Gonzales County Jail Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Preservation Gonzales, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. Preservation Gonzales shall provide quarterly financial and program information regarding financial position, use of funds, services offered and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **Preservation Gonzales shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Preservation Gonzales.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. Preservation Gonzales shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any Court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning **October 1, 2020** and ending **September 30, 2021**.
8. 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 Preservation Gonzales shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. 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.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this ____ day of _____, 2020.

CITY OF GONZALES

By: _____
City Manager, Tim Patek

Attest: _____
Kristi Gilbert, Director of Administrative
Services

PRESERVATION GONZALES, INC.
(GONZALES COUNTY JAIL MUSEUM)

_____ Name	_____ Title	_____ Date
---------------	----------------	---------------

Attest: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Resolution #2020-114 Authorizing the City Manager to execute an agreement with Gonzales Chapter Daughters of the Republic of Texas for the J.B. Wells House Museum

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Gonzales Chapter DRT for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the J.B. Wells House Museum in an effort to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$5,000.00. The disbursement of the funds will be quarterly, beginning December 1, 2020.

POLICY CONSIDERATIONS:

The agreement with the Gonzales Chapter DRT for the operation of the J.B. Wells House Museum will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code.

FISCAL IMPACT:

The City Council authorized the expenditure of \$5,000.00 for this contract in the Fiscal Year 2020-2021 budget. If approved, the expense for the J.B. Wells House Museum will be funded from the following budgeted line item: 7-811.524 in the Restricted Use Fund. The disbursement of the funds will be quarterly, beginning December 1, 2020.

ATTACHMENTS:

Proposed agreement with the Gonzales Chapter DRT (J.B. Wells House Museum)

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2020-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE GONZALES CHAPTER DRT FOR THE HOSTING AND OPERATIONS OF THE J.B. WELLS HOUSE MUSEUM; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

Section 1. The 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 hereby authorizes the City Manager to Execute a contract with the Gonzales Chapter DRT for the operations of the J.B. Wells House Museum in the amount of \$5,000.00 for advertising and other costs to be expended in conformance with Texas Tax Code Section 351.001.

Section 3. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of _____ 2020 between the City of Gonzales (hereinafter referred to as the "City" or "The City of Gonzales") and the Gonzales Chapter Daughters of the Republic of Texas (JB Wells House Museum) (hereinafter referred to as "DRT").

- . WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted hotel
- . occupancy taxes on occupants of hotels within the City; and

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

WHEREAS, the City Council finds that DRT is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

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

WHEREAS, the DRT maintains the JB Wells House Museum; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to DRT in the amount of \$5,000.00 for the budget that runs from October 1, 2020 to September 30, 2021. The DRT shall use these funds to make improvements to the facilities and property at the JB Wells House Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by the DRT, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The DRT shall provide quarterly financial and program information regarding financial position, use of funds, services offered and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The DRT shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the DRT.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. The DRT shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any Court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2020 and ending September 30, 2021.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor the DRT shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. 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.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this ____ day of _____, 2020.

CITY OF GONZALES

By: _____
City Manager, Tim Patek

Attest: _____
Kristi Gilbert, Director of
Administrative Services

GONZALES CHAPTER
DAUGHTERS OF THE
REPUBLIC OF TEXAS

(J.B. WELLS HOUSE
MUSEUM)

By: _____
Name Title

Attest: _____

GONZALES CHAPTER DAUGHTERS OF
THE REPUBLIC OF TEXAS (JB WELLS
HOUSE MUSEUM)

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-115 Approving Work Order #67 in the amount of \$100,000 with for Engineering, Surveying and Project Management of the 2021 Water and Wastewater Improvement Projects and Authorizing the City Manager to Execute a Contract.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

As part of the 2020-2021 Capital Improvement Program, certain water and wastewater lines have been identified to be replaced. Doucet & Associates, Inc. will act as engineer of record and provide engineering, surveying, construction materials testing (CMT), and project management services for the project. This includes coordinating and providing direction to engineering and surveying staff to prepare construction documents for bidding and construction of the needed improvements and hiring a geotechnical consultant to provide testing of concrete, subgrade, base and paving materials. Doucet & Associates, Inc. will provide project management services including preparation of bid documents, bidding the project, and administering the contract(s) and working with the contractor(s) throughout the construction process.

POLICY CONSIDERATIONS:

FISCAL IMPACT:

This Agenda Item will expend up to \$100,000.00 for engineering, surveying, CMT and project management services. This fee is included in the CIP budget estimates for the proposed water and wastewater improvement projects for 2021.

ATTACHMENTS:

Doucet Task Order

STAFF RECOMMENDATION:

Staff respectfully recommends allowing the City Manager to enter into an agreement with Doucet & Associate, Inc. for engineering and project management services for the 2021 Water and Wastewater Improvement Projects.

RESOLUTION NO. 2020-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING WORK ORDER #67 IN THE AMOUNT OF \$100,000 WITH DOUCET & ASSOCIATES FOR ENGINEERING, SURVEYING AND PROJECT MANAGEMENT OF 2021 WATER AND WASTEWATER IMPROVEMENT PROJECTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as part of the 2020-2021 Capital Improvement Program that City Council approved, certain water and wastewater facilities have been selected to be reconstructed and repaired; and,

WHEREAS, as set forth in the City's Fiscal and Budgetary Policy, recommendations on purchases and contracts over \$50,000 shall be submitted to the Council by the City Manager for Council approval; and,

WHEREAS, the pricing for the engineering, surveying, construction materials testing and project management services for the 2020-2021 Water and Wastewater Improvement Projects is \$100,000; and,

WHEREAS, the fee is included in the 2020-2021 Capital Improvement Plan budget estimates for the proposed water and wastewater improvement projects; and,

WHEREAS, the City Council hereby finds that approval of the work order in the amount of \$100,000 with Doucet & Associates for Engineering, Surveying and Project Management of 2021 Water and Wastewater Improvement Projects is in the best interest of the health, safety and welfare of the citizens of the City of Gonzales.

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby authorizes approval of Work Order #67 in the amount of \$100,000 with Doucet & Associates for Engineering, Surveying and Project Management of 2021 Water and Wastewater Improvement Projects attached hereto as Exhibit A.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November, 2020.

Connie Kacir, Mayor

ATTEST:

Kristi Gilbert, City Secretary

Attachment A

Work Order 67

SERVICES: Perform Surveying and Engineering services to prepare Plans and Specifications for improvements to the following water and wastewater lines:

1. Topographic Survey – D&A will perform an on the ground topographic survey of St. Joseph Street, St. Peter Street, Hamilton Street, Benton Street and Klein Street to the extents as described below. The Survey will locate curb & gutter, driveways, sidewalks, and utilities within the limits of the proposed project
2. A. D&A will use topographic survey obtained previously, will update and prepare plans for the replacement of an 8-inch waterline with a 12-inch waterline from Church Street to Robertson Street within the right of way of Sarah DeWitt Drive (US HWY 90-A).
B. D&A will use topographic survey prepared above of Saint Joseph Street from Cone Street north to Carrol Street, and will design and prepare plans for the replacement of an existing 8-inch waterline in Saint Joseph Street.
C. D&A will use topographic survey prepared above of the 400 block of Saint Peter Street from Saint Louis Street north to Saint Lawrence Street and will design and prepare plans for the replacement of an existing 6-inch wastewater line in Saint Peter Street.
D. D&A will use the topographic survey prepared above of 900 block of Hamilton Street between Jones Street north to Espinosa Street, and will design and prepare plans for the replacement of an existing 8-inch wastewater line in Hamilton Street.
E. D&A will use the topographic survey prepared above of Benton Street from Capes Street to 150 feet north of Bates Street, and will design and prepare plans for the replacement of an existing 8-inch wastewater line in Benton Street.
F. D&A will use the topographic survey prepared above of Klein Street from Saint Andrew Street north of School Street and will design and prepare plans for the replacement of an existing 8-inch wastewater line in Klein Street.
3. Bidding Phase Services – D&A will prepare bid documents, advertisement for bids, and will administer the bidding process including opening and evaluating bids.
4. Construction Phase Services - D&A will administer the contract and provide construction observation services.
5. Construction Materials Testing. – D&A will contract with TSI Labs of Victoria to provide construction materials testing for the projects.
6. Reimbursable Expenses

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

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

1. Topographic Survey	Lump Sum	\$ 20,000.00
2. Prepare Construction Documents - Sarah DeWitt	Lump Sum	\$ 6,500.00
- St. Joseph	Lump Sum	\$20,000.00
- St. Peter	Lump Sum	\$ 5,500.00
- Hamilton	Lump Sum	\$ 5,000.00
- Benton	Lump Sum	\$ 5,000.00
- Klein	Lump Sum	\$ 6,000.00
Construction Document Total		\$ 48,000.00
3. Bidding Phase Services	Lump Sum	\$ 5,500.00
4. Construction Phase Services	Lump Sum	\$ 14,000.00
5. Construction Materials Testing	at Cost	\$ 12,000.00
6. Reimbursable Expenses	at Cost	\$ 500.00
		<hr/>
		\$ 100,000.00

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action
Approving **Resolution #2020-116**
Authorizing the City Manager to Execute a
Professional Services Agreement with Tank
Industry Consultants for Professional Services
Associated with the Rehabilitation of Tank
No. 1.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On October 8, 2020 the City Council awarded the bid for cleaning and repainting of Tank #1, an 850,000 gallon steel ground storage tank. The project will require professional services for inspection and monitoring of the project. Tank Industry Consultants has provided a proposal for the services in an estimated amount of \$130,306. Since this is an estimate, staff is requesting approval in an amount not to exceed \$135,000.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The bid for the Tank #1 rehabilitation was awarded in the amount of \$467,300. Funding for the inspection and monitoring of the project in the amount of \$135,000 was approved in the Capital Improvement Plan for the Fiscal Year 2020-2021 and will come from the 2019 Certificate of Obligation issuance.

ATTACHMENTS:

Agreement
Tank Industry Consultants Proposal

STAFF RECOMMENDATION:

Staff respectfully recommends City Council approve the agreement Tank Industry Consultants.

RESOLUTION NO. 2020-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TANK INDUSTRY CONSULTANTS FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE REHABILITATION OF TANK NO. 1; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Plan for Fiscal Year Budget 2020-2021 which will be funded by the 2019 Certificate of Obligation issuance included the cleaning and repainting to the 850,000 Gallon Steel Ground Storage Tank, “Water Tank #1” to be competitively bid as per Chapter 252 of the Local Government Code; and,

WHEREAS, at their October 8, 2020 meeting, the City Council awarded the contract to Tankez Coatings in the amount of \$467,300; and,

WHEREAS, it is necessary to retain the services of a consultant for professional services for inspection and monitoring of the project; and,

WHEREAS, the City Council finds that entering into an agreement for professional services with Tank Industry Consultants is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The 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 hereby authorizes the City Manager to execute a professional services agreement with Tank Industry Consultants attached as Exhibit “A”, in an amount not to exceed \$135,000.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

THE STATE OF TEXAS §
GONZALES COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Gonzales, Texas, (the “City”) a home rule municipality organized and existing under the laws of the State of Texas, and Tank Industry Consultants (“Professional”).

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

Section 2. Scope of Work.

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

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

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

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

Section 3. Compensation.

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

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

payments shall be calculated in accordance with the Prompt Payment Act.

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

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

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

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

Section 5. Time of Completion.

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

Section 6. Insurance.

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

thereafter as required herein.

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

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

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

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$1,000,000.

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

Cyber Security Liability Insurance: Professional shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of not less than \$1,000,000 for each occurrence, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Professional.

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

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form. The City shall be named as an "additional insured" except for the Professional Liability policy. Evidence of such insurance shall be attached as Exhibit "C".

Section 7. Miscellaneous Provisions.

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

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. The Professional may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

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

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws,

statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

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

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

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

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

Section 8. Termination.

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

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

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Gonzales, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or

former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

compliance with the provisions of this Agreement.

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

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

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

26. Texas Government Code Mandatory Provision. The City of Gonzales may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2271) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

EXECUTED, by the City on this the _____ day of _____, 20____.

CITY:

By: _____
Name: _____
Title: _____

PROFESSIONAL:

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

Attn: _____

with a copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
Attn: Gonzales City Attorney
2517 North Main
San Antonio, Texas 78212-4685

Exhibit “A”

Scope of Services

Exhibit “B”

Compensation

The fees for the construction phase services will be billed on a time and expenses basis from the rate structure in effect at the time the services are performed. **The contractors’ construction methodology and work force allotment will be the overall determining factor for inspection hours and costs for this project.** Based on our experience with similar projects we estimate the following:

Resident Project Representation*:

14 weeks @ 55 hrs./wk. @ approximately \$7,204/week	\$100,856
---	-----------

Mobilization/Demobilization:	\$3,000
Contract Administration/Project Management:	\$18,200
Cost per Meeting Attended:	\$2,500
Subcontract Laboratory Analysis:	\$2,500

*A minimal amount of time may be charged for the field technician’s preparation of documentation in addition to on-site time.

Present AWWA Standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank construction or rehabilitation project, TIC will perform a First Anniversary Evaluation. This evaluation focuses on the contractor's compliance with the project specifications and drawings, and the coating condition.

The fee for this evaluation will be \$3,250.

Exhibit “C”

Evidence of Insurance

TIC

TANK INDUSTRY CONSULTANTS

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 – FAX

Pittsburgh, Pennsylvania
412 / 262-1586

El Paso, Texas
915 / 790-0790

San Luis Obispo, California
805 / 538-4206



March 5, 2020

Ryan Wilkerson,
Water/Wastewater Plant Director
City of Gonzales
111 St. Michael St.
Gonzales, Texas 78629

RE: Professional Services Associated with the Rehabilitation of
Tank No. 1, an 850,000 Gallon Steel Ground Water Storage Tank
TIC Project # S1694.002

Dear Mr. Wilkerson:

TIC's recent evaluation of Tank No. 1 included a recommendation for repainting of the tank within the next two years. To allow you to plan and budget for this rehabilitation, we are pleased to offer this proposal inspection services related to the rehabilitation of Tank No. 1. We now understand that you plan to rehabilitate Tank No. 1 in the fall of 2021.

EVALUATION

Tank Industry Consultants completed the evaluation of the tank on November 30 and December 15, 2018.

PREPARATION OF SPECIFICATIONS

Tank Industry Consultants is working on the technical detail specifications now.

CONSTRUCTION PHASE SERVICES

Resident Project Representation: The resident observation of the contractor's workmanship is the most important part of this project. The best-written, most thorough specifications do not assure the project is completed correctly. TIC's technicians are experienced in tank repair, painting, and erection. They are not only familiar with proper coating application techniques, but also with the underlying reasons for tank painting standards. In addition, our entire staff of civil, structural, chemical, and mechanical engineers and support personnel, including our NACE Certified Field Services Manager, Field Supervisors, and Contract Administrator are available for supplemental technical support for any special problems that might occur.

Daily Progress Reports: TIC's technician will furnish the City of Gonzales and the contractor with a written report for each day's evaluation. The reports will address, at a minimum, the following items:

- Temperature of steel
- Weather conditions
 - Temperature
 - Wind velocity and direction
 - Relative humidity
 - Dew point
- Location and quality of work performed and compliance with the project documents
- Paint batch numbers
- Surface profile
- Wet and dry film thickness readings
- Calibration record of dry mil thickness gauge
- Measure of the paint cure
- Number of men and equipment on the job
- Recommendations made
- Estimated completion date
- Other pertinent data as required or requested

The following equipment (at a minimum) will be utilized by TIC to monitor the work:

- SSPC-Vis 1 Visual blasting standards
- NACE Visual Standard TM-01-70 (available)
- AWWA Standards D100-11 and D102-17
- Testex Press-O-Film Profile Measurement System
- Surface Contamination Detection Device [soluble salts] (if required)
- Wet Film Thickness Gauge (observe applicator's use)
- Dry Film Thickness Gauge
- Certified Thickness Calibration Standards
- Steel Temperature Gauges
- Sling Psychrometer and Psychrometric Tables
- Wet Sponge Holiday Detector [low voltage] (if required by TIC personnel)
- Adhesive Force Measurement Device (if required)
- Tooke Gage (if required)

Atmospheric Conditions and Contaminants: Coatings are very sensitive to atmospheric conditions. Humidity, dew point, air, and steel temperatures must all be within acceptable ranges during application and curing for coating systems to achieve maximum life. Evidence of the application of the coating under adverse atmospheric conditions may be a premature failure two or three years later.

In some environments, there is also the problem of contaminants being deposited on the steel and between coats of paint. Even small traces of contaminants beneath a coating system have been found to cause premature coating failure.

Coating System Integrity: Numerous other situations may occur that can significantly reduce the life of the coating system. Causes for premature coating failure such as contaminants in the abrasive or on the steel, rust film forming on steel before priming, and improper surface profile cannot be found by an inexperienced technician. All of these situations require an experienced technician to identify not only the problems, but to make constructive suggestions to correct them. Our technicians will also observe a low-voltage holiday detection test on interior surfaces, including the roof. Proper evaluation cannot be

performed using binoculars and telephoto lenses. Our field technicians evaluate cleaned and painted surfaces "up close," not just the ones next to ladders and platforms.

Proactive Participation: TIC's technicians utilize their knowledge and experience to be proactive. Our technicians anticipate potential problems and offer recommendations/guidance to the contractor to help avoid these problems. This helps to reduce the project length, thus minimizing evaluation time and costs, and returns the tank to service in the least possible time.

The ability of a coating system to achieve its anticipated service life is directly proportional to the quality of the workmanship during application. Therefore, money spent on resident observation will be paid back in a longer lasting coating system.

Environmental Impact: TIC is very concerned about the environmental impact of the tank rehabilitation project we are involved in and is dedicated to complying with environmental regulations. If required, we will have TCLP tests be performed on the contractor on the blasting debris to determine if it is hazardous and requires special handling and disposal. Soil samples will be taken from carefully plotted locations on and around the tank site prior to the start of the cleaning and painting project. This testing will provide background samples that can be tested and compared with samples taken from the same locations at the project's conclusion. This before and after sampling and testing will help to gauge the impact the project had on the environment and neighboring property and will help protect The City of Gonzales from claims for pollution which existed before the project started. If requested, TIC will have a qualified laboratory perform the laboratory analysis. The actual cost of laboratory analysis will be determined by the number of samples that will be required.

Contract Administration: Once a tank rehabilitation project begins, TIC will be available to consult with and advise The City of Gonzales concerning any portion of the tank rehabilitation and repainting project. Included with this proposal as Exhibit A is a listing of Contract Administration services typically performed by TIC. Some of the contract administration could include:

- Consultation on adequacy and compliance with the project specifications
- Specification interpretation
- Attend the pre-construction and subsequent meetings—supplying typed meeting notes
- Review all contractors' submittals and shop drawings
- Review construction schedule
- Review and approval of materials
- Prepare and assist in the negotiations of change orders and supplemental agreements
- Review and approval of payment requests
- Dispute settlement
- Public relations

The fees for the construction phase services will be billed on a time and expenses basis from the rate structure in effect at the time the services are performed. **The contractors' construction methodology and work force allotment will be the overall determining factor for inspection hours and costs for this project.** Based on our experience with similar projects we estimate the following:

Resident Project Representation*:

14 weeks @ 55 hrs./wk. @ approximately \$7,204/week \$100,856

Mobilization/Demobilization:	\$3,000
Contract Administration/Project Management:	\$18,200
Cost per Meeting Attended:	\$2,500
Subcontract Laboratory Analysis:	\$2,500

*A minimal amount of time may be charged for the field technician's preparation of documentation in addition to on-site time.

ANNIVERSARY EVALUATION

Present AWWA Standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank construction or rehabilitation project, TIC will perform a First Anniversary Evaluation. This evaluation focuses on the contractor's compliance with the project specifications and drawings, and the coating condition.

The fee for this evaluation will be \$3,250.

To proceed with this project, please sign the two copies of the enclosed Standard Agreement and forward one original to us. After receipt of this agreement, TIC will contact you to schedule the field work portion of this project.

We look forward to working with you on this project. If you have any questions or comments, please contact me.

Sincerely,

Tank Industry Consultants



Lourdes Borrego-O'Brien
Business Development Manager

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-117 Authorizing the Use of Downtown Square including the Parking Lot, and Designated Street Closures for the additional day of Friday, December 4th, for the Annual Winterfest Celebration.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street Advisory Board is preparing for their Council approved Annual Winterfest Celebration & Lighted Christmas Parade in December. To maximize economic vitality, Main Street would like to add Friday, December 4th, to the already approved event. Main Street will need the use of the downtown square at 5:00 PM on Friday, December 4th and will remove the barricades by 10:00 PM. Adding Friday to the event will allow for family friendly events that include a movie in the square and pictures with Santa.

POLICY CONSIDERATIONS:

This annual event is included within the service agreement between the City of Gonzales and Gonzales Main Street Inc. There will be no added cost for this event. City Council hereby finds that said events increase the community spirit of the City of Gonzales and serve a public purpose.

FISCAL IMPACT:

The cost to host this event \$2500.00 and is included within the Main Streets 2020-2021 Fiscal Year budget: The addition of Friday, December 4th, to the approved event, will draw people to the downtown Friday, increase overnight stays and infuse our local shops with sales.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET USE OF THE DOWNTOWN SQUARE INCLUDING THE PARKING LOT AND DESIGNATED STREET CLOSURES FOR THE ADDITIONAL DAY OF FRIDAY, DECEMBER 4TH, FOR THE ANNUAL WINTERFEST CELEBRATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gonzales Main Street uses Downtown Square including the parking lot on St. Joseph, St. Paul and St. George Streets for the Gonzales Main Street's Outdoor Cinema Movie in the Square; and

WHEREAS, the event will be held 5:30 PM. until 10:00 PM. on December 4, 2020. We are hoping to an approximate attendance of 2,000 people; and

WHEREAS, the City Council hereby finds the addition of Friday, December 4th, to the established, approved event, will draw people to the town on Friday, increase overnight stays, and infuse our local shops & restaurants with sales; and

WHEREAS, the City Council hereby finds that said event increases 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 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 the Gonzales Main Street to use Downtown Square, and designated street closures for the Movie in the Square on December 4, 2020 as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

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 Winterfest
HOST ORGANIZATION Gonzales Main Street
CONTACT NAME Liz Reiley
CONTACT CELL PHONE 830-263-0118
EVENT DATE 12/4/2020 through 12/4/2020
EVENT START TIME 5:00 PM **EVENT END TIME** 9:00:00 PM
EVENT LOCATION Downtown Square
HOLIDAY CELEBRATED Y ☒ X ☐ N ☐ **HOLIDAY:** Christmas
CITY COUNCIL APPROVAL REQUIRED Y ☒ X ☐ N ☐ **MEETING DATE:**

POLICE/FIRE/EMS DEPARTMENT

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

ELECTRIC DEPARTMENT

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

STREETS DEPARTMENT

STREETS AFFECTED Y ☒ X ☐ N ☐ St. Joseph, St. Paul, St. George & St. Lawrence
BARRICADES NEEDED (max 12) Y ☒ X ☐ N ☐
CONES NEEDED (max 48) Y ☒ X ☐ N ☐
STREETS TO BE CLOSED Y ☒ X ☐ N ☐
SET UP TIME 12/5/2020 7:00AM
TAKE DOWN TIME 12/5/2020 10:00PM

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 As many as possible (max 25)
SET UP TIME _____
TAKE DOWN TIME _____

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

CITY SECRETARY'S OFFICE
citysecretary@gonzales.texas.gov

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

Liz Reiley

AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-118 Declaring Certain City Property Surplus and Authorizing the Sale, Donation or Destruction of Said Property in the manner most advantageous to the City of Gonzales

DATE: November 16, 2020

TYPE AGENDA ITEM:

Consent

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 property and supplies 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. 2020-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE SALE AND DONATION 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 surplus vehicles identified in Exhibit “A” will be sold via governmental auction 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. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. The City Council of the City of Gonzales, Texas hereby declares the attached Exhibit A as surplus property and authorizes the sale or donation of said property in accordance with the forgoing legislative findings.

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 Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 4. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. This Resolution shall be effective upon its approval.

Section 6. This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

PASSED, APPROVED and ADOPTED by the City Council of the City of Gonzales, Texas, on this 16th day of November 2020.

CITY OF GONZALES

Connie Kacir, Mayor

ATTEST:

Kristi Gilbert, City Secretary

EXHIBIT "A"

Public Works	6' Wood Fence Pickets		~275
Municipal Court	HP Printer	CNCCCB91QT	1
Brush	1995 03-12 GMC 6500/6000 Series w/ Home Built Bed	1GDG6H1J2SJ513262	1
Brush	2012 Ford F650	3FRNF6FC7CV419390	1
Administration	Black Executive Rolling Chairs		10
Parks	2007 Ford Pickup	1FTRW12W27KD25034	1

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-119 Approving the 2021 Insurance Provider for Health, Dental, Vision and Life

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Annually the City of Gonzales has Frost Insurance, an independent insurance agency review our current coverage for health, dental, vision and life insurance. Frost Insurance will look at our current provider (United Health Care) and the coverage they offer and compare it to many other providers that can offer similar coverage. Frost Insurance schedules the enrollers for the open enrollment that the City has each year, and they create the benefit books to have them printed for open enrollment. They also help employees with claim issues throughout the year and assist us in many other matters.

Frost provided the City of Gonzales their premium and claims summary report and found that the premiums paid for the last eight months was \$560,643 versus the actual claims that were paid in the amount of \$312,376. The City of Gonzales received their new rates from United Health Care that would start January of 2021 and there was an estimated 19.5% rate increase, but with concessions it ended up being a 9.5% rate increase. Currently the City pays 100% of the health insurance for each full-time employee but pays no part of dependent coverage. The City of Gonzales pays United Health Care \$548.59 per month, per full-time employee. If the City renews the existing plan with no changes with United Health Care, the premium for 2021 would be \$655.57, but with negotiated concessions it is \$600.71 which comes out to \$52.12 more a month per employee. The City of Gonzales currently has 103 full-time positions that are budgeted which would be a \$64,420.32 increase for 12 months if the City renewed the existing plan. Since the budget runs from October to September, a budget amendment would be needed for 9 months of premiums in the amount of \$48,315.24 throughout the various funds. The City of Gonzales received a declination letter from Aetna. The City of Gonzales received other plan options from United Healthcare and quotes from Blue Cross Blue Shield, Humana, and TML which are attached for Council's consideration.

City staff completed a comparison of surrounding entities and what their calendar year deductible and maximum out of pocket was to see where the City of Gonzales ranks amongst its peers. This comparison is attached for Council's consideration.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

Fiscal impact will depend on which plan the City Council chooses and a budget amendment will be completed at a later date.

ATTACHMENTS:

2021 City of Gonzales Employee Benefit Review as Exhibit “A”

Comparison of deductible and maximum out of pocket expense amongst peers as Exhibit “B”

STAFF RECOMMENDATION:

Staff respectfully recommends that Council take action they deem necessary.

RESOLUTION NO. 2020-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE 2021 INSURANCE PROVIDER FOR HEALTH, DENTAL, VISION AND LIFE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, annually Frost Insurance, an independent insurance agency reviews the City's current coverage for health, dental, vision and life insurance; and

WHEREAS, Frost Insurance reviews the current coverage that the City of Gonzales has and compares it to many other providers that can offer similar coverage; and

WHEREAS, the City's current health insurance provider is United Healthcare; and

WHEREAS, the 2021 City of Gonzales Employee Benefit Review is attached as Exhibit "A" and the comparison of deductibles and maximum out of pocket expenses amongst peers is attached as Exhibit "B"; and

WHEREAS, Frost's premium and claims summary report for the City of Gonzales reflected in that premiums paid for the last eight months was \$560,643 and the claims that were paid out in those same months was \$312,376; and

WHEREAS, the City of Gonzales received new rates from United Healthcare effective January 2021 with an estimated 19.5% increase in the premiums, but with negotiated concessions it is a 9.5% rate increase; and

WHEREAS, the City of Gonzales received other plan options from United Healthcare and quotes from Blue Cross Blue Shield, Humana, and TML; and

WHEREAS, Aetna declined to provide a quote to the City of Gonzales; and

WHEREAS, the City Council finds that selecting the best value coverage for City employees for Health, Dental, Vision, and Life is in the best interest of the City of Gonzales.

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

Section 1. The 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 selects _____ as the 2021 Insurance Provider for Health, Dental, Vision and Life for 2021.

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary



The City of Gonzales Executive Review

Frost has completed the market analysis for the City of Gonzales in reviewing the employee benefits 2021 plan year. After a full market review, the market has been defined with two carriers illustrated, both providing strong solutions effective January 1st, 2021.

United Healthcare Renewal

The initial renewal increase from UHC was 19.5% over last year. Frost Insurance has negotiated concessions to an overall 9.5%.

The City of Gonzales / Medical Market Analysis

Analysis supported fully insured UHC/Navigate as well as BCBS as recommended solutions. BCBS medical rates are contingent on placing dental, vision and life policies with BCBS.

Ancillary Market Analysis

United Healthcare dental, vision and life are 0% increase over last year. Market review shows bundling the ancillary with the medical carrier of choice gives the city buying power for medical in this years review.

City of Gonzales
Medical Market Overview
Effective: January 1, 2021

Benefits	UHC			UHC	UHC	
	Choice BCZV 1500 80% VQ RX			Navigate BCXO 1000 80% VQ RX	Navigate BCXL 3000 100% VQ RX	
In-Network	Current / Renewal			Alternate 1	Alternate 2	
Calendar Year Deductible (Individual/Family)	\$1,500 / \$3,000			\$1,000 / \$2,000	\$3,000 / \$6,000	
Maximum Out of Pocket (Individual/Family)	\$5,000 / \$10,000			\$6,600 / \$13,200	\$5,500 / \$11,000	
Coinsurance (Carrier / Member)	80% / 20%			80% / 20%	100% / 0%	
Preventive Services	100% Covered			100% Covered	100% Covered	
Inpatient Hospitalization (Member)	Deductible + 20%			Deductible + 20%	100% Covered after Deductible	
Outpatient Surgery (Member)	Deductible + 20%			Deductible + 20%	100% Covered after Deductible	
Emergency Room (Member)	\$250 Copay + 20%			\$500 Copay	\$500 Copay	
Urgent Care (Member)	\$75 Copay			\$100 Copay	\$75 Copay	
Telemedicine	\$0 Copay			\$0 Copay	\$0 Copay	
Physician Office Visit / Specialist Copay	Under age 19 - PCP \$0 Copay; Specialist Designated Network \$25 Copay; Specialist Network \$50 Copay All others - PCP / Specialist Designated Network \$25 Copay; Specialist Network \$50 Copay			Under age 19 - PCP \$0 Copay Specialist \$75 Copay All others - PCP \$25 Copay Specialist \$75 Copay	Under age 19 - PCP \$0 Copay Specialist \$45 Copay All others - PCP \$15 Copay Specialist \$45 Copay	
Lab and X-Ray	100% Covered			Deductible + 20%	100% Covered	
Complex Imaging (MRI, CT Scan)	Deductible + 20%			\$500 Copay	\$500 Copay	
Prescription Drug Copay - Retail	\$10 / \$40 / \$80			\$10 / \$40 / \$80	\$10 / \$40 / \$80	
Prescription Drug Copay - Mail Order (90 day supply)	2.5x Retail Copay			2.5x Retail Copay	2.5x Retail Copay	
Out-of-Network	Out-Of-Network			Out-Of-Network	Out-Of-Network	
Deductible (Individual/Family)	No Out of Network Benefits			No Out of Network Benefits	No Out of Network Benefits	
Maximum Out of Pocket (Individual/Family)						
Coinsurance (Carrier / Member)						
Monthly Premium Rates		Current	Renewal	w/ Concessions	Alternate 1	Alternate 2
Employee	55	\$548.59	\$655.57	\$600.71	\$482.74	\$515.13
Employee + Spouse	4	\$1,419.18	\$1,695.93	\$1,554.01	\$1,248.83	\$1,332.62
Employee + Child(ren)	33	\$896.00	\$1,070.73	\$981.13	\$788.45	\$841.35
Employee + Family	3	\$1,521.38	\$1,818.06	\$1,665.92	\$1,338.76	\$1,428.59
Monthly Premium Total		\$69,981.31	\$83,628.34	\$76,630.14	\$61,581.15	\$65,712.95
Annualized Premium Total		\$839,775.72	\$1,003,540.08	\$919,561.68	\$738,973.80	\$788,555.40
Rate Increase %			19.5%	9.5%	-12.0%	-6.1%

- Notes:
- Refer to attached plan summary for detailed benefit information
 - Maximum out of pocket includes deductible and copays on alternate plans
 - Hospital and certain outpatient procedures require precertification
 - This is only an outline - Contract provisions will be determined by the specific carrier
 - Premiums are NOT bound and are subject to change if: There is a change in census, the effective date is deferred or if medical information was not previously disclosed.

NAVIGATE NETWORK WILL REQUIRE A DESIGNATED PCP AND REFERRALS FOR SPECIALIST VISITS



City of Gonzales
Medical Market Overview
Effective: January 1, 2021

Benefits	UHC			BCBS	BCBS	BCBS	BCBS
	Choice BCZV 1500 80% VQ RX			Blue Choice MTBCP014 1500 80/60	Blue Choice MTBCB014 1500 80/60 BASIC	Blue Essentials MTBEE014 1500 80%	Blue Choice MTBCP007H 5000 100/70 H S A
In-Network	Current / Renewal			Alternate 6	Alternate 7	Alternate 8	Alternate 9
Calendar Year Deductible (Individual/Family)	\$1,500 / \$3,000			\$1,500 / \$4,500	\$1,500 / \$4,500	\$1,500 / \$4,500	\$5,000 / \$10,000
Maximum Out of Pocket (Individual/Family)	\$5,000 / \$10,000			\$4,500 / \$13,500	\$4,500 / \$13,500	\$4,500 / \$13,500	\$5,000 / \$10,000
Coinsurance (Carrier / Member)	80% / 20%			80% / 20%	80% / 20%	80% / 20%	100% / 0%
Preventive Services	100% Covered			100% Covered	100% Covered	100% Covered	100% Covered
Inpatient Hospitalization (Member)	Deductible + 20%			Deductible + 20%	Deductible + 20%	Deductible + 20%	100% Covered after Deductible
Outpatient Surgery (Member)	Deductible + 20%			Deductible + 20%	Deductible + 20%	Deductible + 20%	100% Covered after Deductible
Emergency Room (Member)	\$250 Copay + 20%			\$500 Copay + Deductible + 20%	\$500 Copay + Deductible + 20%	\$500 Copay + Deductible + 20%	100% Covered after Deductible
Urgent Care (Member)	\$75 Copay			\$75 Copay	\$75 Copay	\$75 Copay	100% Covered after Deductible
Telemedicine	\$0 Copay			\$0 Copay	\$0 Copay	\$0 Copay	\$44 Copay
Physician Office Visit / Specialist Copay	Under age 19 - PCP \$0 Copay; Specialist Designated Network \$25 Copay; Specialist Network \$50 Copay All others - PCP / Specialist Designated Network \$25 Copay; Specialist Network \$50 Copay			PCP \$35 Copay Specialist \$70 Copay	PCP \$35 Copay Specialist \$70 Copay	PCP \$35 Copay Specialist \$70 Copay	100% Covered after Deductible
Lab and X-Ray	100% Covered			100% Covered	Deductible + 20%	Deductible + 20%	100% Covered
Complex Imaging (MRI, CT Scan)	Deductible + 20%			Deductible + 20%	Deductible + 20%	Deductible + 20%	100% Covered after Deductible
Prescription Drug Copay - Retail	\$10 / \$40 / \$80			*Preferred Pharmacy \$0 / \$10 / \$50 / \$100 / \$150 / \$250 Non Preferred Pharmacy \$10 / \$20 / \$70 / \$120 / \$150 / \$250	*Preferred Pharmacy \$0 / \$10 / \$50 / \$100 / \$150 / \$250 Non Preferred Pharmacy \$10 / \$20 / \$70 / \$120 / \$150 / \$250	*Preferred Pharmacy \$0 / \$10 / \$50 / \$100 / \$150 / \$250 Non Preferred Pharmacy \$10 / \$20 / \$70 / \$120 / \$150 / \$250	100% Covered after Deductible
Prescription Drug Copay - Mail Order (90 day supply)	2.5x Retail Copay			3x Retail Copay	3x Retail Copay	3x Retail Copay	100% Covered after Deductible
Out-of-Network	Out-Of-Network			Out-Of-Network	Out-Of-Network	Out-Of-Network	Out-Of-Network
Deductible (Individual/Family)	No Out of Network Benefits			\$3,000 / \$9,000	\$3,000 / \$9,000	No Out of Network Benefits	\$10,000 / \$20,000
Maximum Out of Pocket (Individual/Family)				60% / 40%	60% / 40%		70% / 30%
Coinsurance (Carrier / Member)				Unlimited	Unlimited		Unlimited
Monthly Premium Rates	Current	Renewal	w/ Concessions	Alternate 6	Alternate 7	Alternate 8	Alternate 9
Employee	55	\$548.59	\$655.57	\$600.71	\$521.12	\$474.70	\$341.26
Employee + Spouse	4	\$1,419.18	\$1,695.93	\$1,554.01	\$1,348.12	\$1,228.02	\$882.81
Employee + Child(ren)	33	\$896.00	\$1,070.73	\$981.13	\$851.14	\$775.31	\$557.36
Employee + Family	3	\$1,521.38	\$1,818.06	\$1,665.92	\$1,445.20	\$1,316.45	\$946.38
Monthly Premium Total	\$69,981.31	\$83,628.34	\$76,630.14	\$66,477.32	\$63,119.34	\$60,555.14	\$43,532.38
Annualized Premium Total	\$839,775.72	\$1,003,540.08	\$919,561.68	\$797,727.84	\$757,432.03	\$726,661.69	\$522,388.53
Rate Increase %		19.5%	9.5%	-5.0%	-9.8%	-13.5%	-37.8%

- Notes:
- Refer to attached plan summary for detailed benefit information
 - Maximum out of pocket includes deductible and copays on alternate plans
 - Hospital and certain outpatient procedures require precertification
 - This is only an outline - Contract provisions will be determined by the specific carrier
 - Premiums are NOT bound and are subject to change if: There is a change in census, the effective date is deferred or if medical information was not previously disclosed.

*PREFERRED PHARMACY - HEB, WALGREENS, WAL-MART
CVS IS OUT OF NETWORK; EFFECTIVE 1/1/21 SAM'S WILL NO LONGER BE IN NETWORK

BLUE ESSENTIALS NETWORK WILL REQUIRE A DESIGNATED PCP AND REFERRALS FOR SPECIALIST VISITS

*Rates are contingent on all ancillary lines moving to BCBS (dental/vision/basic life/voluntary life)



City of Gonzales
Medical Market Overview
Effective: January 1, 2021

Benefits	UHC			TML	Humana	
	Choice BCZV 1500 80% VQ RX			Choice Plus 1500 80/50	NPOS Copay OPT 42 2000 80/50	
In-Network	Current / Renewal			Alternate 10	Alternate 11	
Calendar Year Deductible (Individual/Family)	\$1,500 / \$3,000			\$1,500 / \$3,000	\$2,000 / \$4,000	
Maximum Out of Pocket (Individual/Family)	\$5,000 / \$10,000			\$5,000 / \$10,000	\$4,000 / \$8,000	
Coinsurance (Carrier / Member)	80% / 20%			80% / 20%	80% / 20%	
Preventive Services	100% Covered			100% Covered	100% Covered	
Inpatient Hospitalization (Member)	Deductible + 20%			Deductible + 20%	Deductible + 20%	
Outpatient Surgery (Member)	Deductible + 20%			Deductible + 20%	Deductible + 20%	
Emergency Room (Member)	\$250 Copay + 20%			\$250 Copay	\$350 Copay	
Urgent Care (Member)	\$75 Copay			\$75 Copay	\$100 Copay	
Telemedicine	\$0 Copay			\$0 Copay	\$30 Copay	
Physician Office Visit / Specialist Copay	Under age 19 - PCP \$0 Copay; Specialist Designated Network \$25 Copay; Specialist Network \$50 Copay All others - PCP / Specialist Designated Network \$25 Copay; Specialist Network \$50 Copay			PCP \$30 Copay Specialist \$45 Copay	PCP \$30 Copay Specialist \$45 Copay	
Lab and X-Ray	100% Covered			100% Covered	100% Covered	
Complex Imaging (MRI, CT Scan)	Deductible + 20%			Deductible + 20%	Deductible + 20%	
Prescription Drug Copay - Retail	\$10 / \$40 / \$80			\$10 / \$40 / \$70 / \$100 / \$150	\$10 / \$40 / \$70 / 25% / 35%	
Prescription Drug Copay - Mail Order (90 day supply)	2.5x Retail Copay			3x Retail Copay	2.5x Retail Copay	
Out-of-Network	Out-Of-Network			Out-Of-Network	Out-Of-Network	
Deductible (Individual/Family)	No Out of Network Benefits			\$3,000 / \$6,000	\$6,000 / \$12,000	
Maximum Out of Pocket (Individual/Family)				50% / 50%	50% / 50%	
Coinsurance (Carrier / Member)				Unlimited	\$12,000 / \$24,000	
Monthly Premium Rates		Current	Renewal	w/ Concessions	Alternate 10	Alternate 11
Employee	55	\$548.59	\$655.57	\$600.71	\$599.06	\$585.45
Employee + Spouse	4	\$1,419.18	\$1,695.93	\$1,554.01	\$1,180.02	\$1,288.01
Employee + Child(ren)	33	\$896.00	\$1,070.73	\$981.13	\$1,027.76	\$1,112.37
Employee + Family	3	\$1,521.38	\$1,818.06	\$1,665.92	\$1,698.94	\$1,873.47
Monthly Premium Total		\$69,981.31	\$83,628.34	\$76,630.14	\$76,681.28	\$79,680.41
Annualized Premium Total		\$839,775.72	\$1,003,540.08	\$919,561.68	\$920,175.36	\$956,164.92
Rate Increase %			19.5%	9.5%	9.6%	13.9%

- Notes:
- Refer to attached plan summary for detailed benefit information
 - Maximum out of pocket includes deductible and copays on alternate plans
 - Hospital and certain outpatient procedures require precertification
 - This is only an outline - Contract provisions will be determined by the specific carrier
 - Premiums are NOT bound and are subject to change if: There is a change in census, the effective date is deferred or if medical information was not previously disclosed.

City of Gonzales

Basic Life and AD&D Market Overview

Effective: January 1, 2021

Benefits	UHC		BCBS*
Life and AD&D	Current	Renewal	Alternate 1
Basic Life Amount			
Class 1	\$25,000		\$25,000
Class 2	\$25,000		\$25,000
Age reduction			
at 65	35%		35%
at 70	50%		50%
Dependent Life *	\$5,000 / \$1,000		\$5,000 / \$1,000
Rates	Current	Renewal	Alternate 1
Rate Guarantee	1 Year	1 Year	2 Years
Rate per \$1000	\$0.220	\$0.240	\$0.215
Estimated Volume	\$2,428,750	\$2,428,750	\$2,428,750
Dependent Life	\$1.29	\$1.29	\$1.29
Monthly Premium	\$534.33	\$582.90	\$522.18
Annual Premium	\$6,411.90	\$6,994.80	\$6,266.18

Notes:

■ Refer to attached plan summary for detailed benefit information

UHC - Birth to 14 days \$0; 15 days to 6 months \$1,000; 6 months to 26 years \$1,000

BCBS - Birth to 14 days \$1,000; 15 days to 6 months \$1,000; 6 months to 26 years \$1,000



City of Gonzales

Voluntary Life and AD&D Market Overview

Effective: January 1, 2021

Benefits	UHC		BCBS*	
	Current / Renewal - RATE PASS			
Voluntary Life	Includes AD&D		Includes AD&D	
Benefit Amount	\$10,000 increments		\$10,000 increments	
Minimum Benefit	\$10,000		\$10,000	
Maximum Benefit	\$300,000, not to exceed 5x Base Annual Salary		\$300,000	
Guarantee Issue Amount	\$100,000		\$100,000	
Spouse Benefit Amount	\$5,000 to \$150,000 not to exceed 50% of the employee amount		\$5,000 to \$150,000 not to exceed 50% of the employee amount	
Spouse Guarantee Issue	\$20,000		\$20,000	
Child(ren) 15 days to 6 mo	\$1,000		\$2,000	
Child(ren) 6 mos to 19 or 26	\$10,000		\$10,000	
Benefit Reduction	35% at age 65; 50% at age 70		35% at age 65; 50% at age 70	
Monthly Premium per \$1,000	Employee	Spouse	Employee	Spouse
less than 25	\$0.090		\$0.090	
25 - 29	\$0.090		\$0.090	
30 - 34	\$0.100		\$0.100	
35 - 39	\$0.120		\$0.120	
40 - 44	\$0.160		\$0.160	
45 - 49	\$0.240		\$0.240	
50 - 54	\$0.360		\$0.360	
55 - 59	\$0.560		\$0.560	
60 - 64	\$0.770		\$0.770	
65 - 69	\$1.250		\$1.250	
70 - 74	\$2.400		\$2.400	
75 - 79	\$4.610		\$4.610	
Dependent Life	\$2.30		\$2.30	
Rate Guarantee	2 Years		2 Years	

Notes:

- Refer to attached plan summary for detailed benefit information

***BCBS is offering an initial open enrollment up to the \$100K GI and Grandfathering current amounts up to \$300K.**

City of Gonzales

Voluntary Vision Market Overview

Effective: January 1, 2021

Benefits		UHC	BCBS*
		UHC Vision PPO	EyeMed
Vision		In Network	In Network
Exam - Once every 12 months			
Ophthalmologist		\$10	\$10
Optometrist		\$10	\$10
Materials Copay		\$10	\$10
Lenses		Once every 12 months	Once every 12 months
Single Vision		100% after Material Copay	100% after Material Copay
Bifocal			
Trifocal			
Lenticular			
Frames		\$150 allowance + 30% over the allowance	\$150 allowance + 20% over the allowance
Frame Allowance		Once every 24 months	Once every 24 months
Contact Lenses (In lieu of other eyewear)		\$150 Allowance	\$150 Allowance + 15% off balance
Contact Fitting and Evaluation		Up to \$60 Copay	\$0 Copay
Rates		Current / Renewal - RATE PASS	Alternate 1
Employee	34	\$9.62	\$9.04
Employee / Spouse	10	\$19.25	\$17.19
Employee / Children	40	\$18.29	\$18.09
Family	19	\$28.73	\$26.60
Monthly Premium		\$1,797.05	\$1,708.26
Annual Premium Total		\$21,564.60	\$20,499.12
Rate Increase		0%	-5%

Notes:

- Refer to attached plan summary for detailed benefit information
- This is only an outline - Contract provisions will be determined by the specific carrier



City of Gonzales

Dental Market Overview

Effective: January 1, 2021

		UHC	BCBS*	BCBS*
		Passive PPO	Blue Care Dental	Blue Care Dental
Annual Maximum		\$1,500	\$1,500	\$1,500
Deductible				
Individual		\$50	\$50	\$50
Family		\$150	\$150	\$150
Type I - Preventive Services		100%	100%	100%
Type II - Basic Services		80%	80%	80%
Type III - Major Services		50%	50%	50%
Type IV - Orthodontia (Child)		N/A	50%	N/A
Orthodontia Limit			\$1,500	
Late Entrant Penalty		Yes	Yes	Yes
Annual Open Enrollment		Yes	Yes	Yes
Out of Network Reimbursement		90th	90th	90th
Endo - Basic or Major		Basic	Basic	Basic
Perio - Basic or Major		Basic	Basic	Basic
Simple Oral Surgery - Basic or Major		Basic	Basic	Basic
Periodontal tissue grafting		Included	Included	Included
Composite fillings covered on posterior/molars		Not Included	Included	Included
Periodontal Maintenance/ cleanings (Separate or Included in Standard Cleaning Limit)		Separate; 2 each	Separate; 2 each	Separate; 2 each
Implants & supporting procedures		Included	Included	NOT INCLUDED
Rates - Monthly Per		Current / Renewal	Alternate 1	Alternate 2
Employee	34	\$33.25	\$33.83	\$31.89
Employee + Spouse	5	\$66.50	\$67.66	\$63.77
Employee + Child(ren)	18	\$84.79	\$83.99	\$73.51
Employee + Family	10	\$118.02	\$129.32	\$114.95
Monthly Premium		\$4,169.42	\$4,293.54	\$3,875.79
Annual Premium Total		\$50,033.04	\$51,522.48	\$46,509.48
Rate Increase		0%	3%	-7%

Notes:

- Refer to attached plan summary for detailed benefit information
- This is only an outline - Contract provisions will be determined by the specific carrier



CITY COMPARISON

Benefits
In-Network
Calendar Year Deductible (Individual/Family)
Maximum Out of Pocket (Individual/Family)
Coinsurance (Carrier / Member)

City of Gonzales Current Coverage
United Health Care
In-Network
\$1500 / \$3000
\$5,000 / \$10,000
80% / 20%

Gonzales County
TAC Blue Cross Blue Shield
In-Network
\$1,000 / \$3,000
\$3,000 / \$9,000
80% / 20%

City of Luling
United Health
In-Network
\$1,500 / \$3,000
\$5000 / \$10,000
80% / 20%

Benefits
In-Network
Calendar Year Deductible (Individual/Family)
Maximum Out of Pocket (Individual/Family)
Coinsurance (Carrier / Member)

City of Cuero
TML
In-Network
\$2500 in-network
\$ / \$4000
none

City of Buda
United Health Care
In-Network
\$1,000 / \$2,000
\$6,500 / \$13,000
80% / 20%

City of Bastrop
United Health
In-Network
\$1,000 / \$2,000
\$3,000 / \$6,000
90% / 10%

Benefits
In-Network
Calendar Year Deductible (Individual/Family)
Maximum Out of Pocket (Individual/Family)
Coinsurance (Carrier / Member)

City of Yoakum
TML
In-Network
\$850 / \$1100
\$3350 / \$6700
80% / 20% in network

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-120 Authorizing Gonzales Main Street, Inc. to add dedicated benches to Texas Hero Square and benches throughout the downtown.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street, Inc. would like to add seating to the Texas Hero Square as well as the Main Street District of downtown Gonzales. They are requesting permission to add dedicated benches to the Texas Hero Square and benches throughout the Main Street District.

POLICY CONSIDERATIONS:

This beautification/city improvement is listed within the service agreement between the Gonzales Economic Development and Gonzales Main Street, Inc.

FISCAL IMPACT:

Staff will research the costs of the benches if Council approves the request.

STAFF RECOMMENDATION:

Staff respectfully requests the approval of this resolution.

RESOLUTION NO. 2020-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET INC. TO ADD DEDICATED BENCHES TO TEXAS HERO SQUARE AND BENCHES THROUGHOUT THE MAIN STREET DISTRICT.

WHEREAS, Gonzales Main Street, Inc. would like to add seating to the Texas Hero Square as well as the Main Street District of downtown Gonzales. They are requesting permission to add dedicated benches to the Texas Hero Square and benches throughout the Main Street District. and,

WHEREAS the City Council hereby finds that said improvements increase the ambience 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 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 the Gonzales Main Street to add dedicated benches to Texas Hero Square and throughout the Main Street District.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: November 16, 2020

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-121 Approving the Recommendation of the Gonzales Convention & Visitor Bureau to Approve Funding for the Design, Fabrication and Installation of Eight Interpretive Panels, Under the Advisement of Preservation Gonzales, Inc., on the Historic Downtown Square, not to exceed the amount of \$8,610.00.

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

During the Summer of 2020, City of Gonzales City leadership asked for a committee to be formed within the community that would include the Gonzales Historical Commission, the Edwards Association and others. The focus of this committee was Gonzales' African American history and how to honor historic dates, figures and sites on our Historic Downtown Square, commonly but not formally known as "Confederate Square".

After many hours of research and planning, the committee has finalized a collection of eight interpretive panels, with the locations approved by City Council in August 2020. These panels will focus on various aspects of Gonzales' African American history and serve to tell a more well-rounded story of the City's history. This project will be an asset not only to the residents of Gonzales, but to visitors to the community as well, as it enhances the heritage tourism offerings of the destination.

At its October meeting, the Gonzales Convention and Visitor Bureau Advisory Board approved a recommendation to be made to the Gonzales City Council to fund the design, fabrication and installation of the interpretive panels with hotel occupancy taxes. No action with regard to design approval has been taken yet.

POLICY CONSIDERATIONS:

N/A

FISCAL IMPACT:

\$8,610.00 from line item 7-811.504. A budget amendment will be presented at a later date.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution and direction on the process for design approval.

RESOLUTION NO. 2020-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE RECOMMENDATION OF THE GONZALES CONVENTION & VISITOR BUREAU TO APPROVE FUNDING FOR THE DESIGN, FABRICATION AND INSTALLATION OF EIGHT INTERPRETIVE PANELS, UNDER THE ADVISEMENT OF PRESERVATION GONZALES, INC ON THE HISTORIC DOWNTOWN SQUARE, NOT TO EXCEED THE AMOUNT OF \$8,610.00; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in the Summer of 2020, City leadership requested that a committee be formed that could research the African American history of Gonzales and provide future advisement on how said history could be included and honored on the historic downtown square, commonly but not formally referred to as “Confederate Square”; and

WHEREAS, said committee presented a project to the City of Gonzales City Council that would consist of eight interpretive panels to be strategically placed on said Square. The content of each panels highlights the contributions of the African American community in Gonzales, historic sites and individuals; and

WHEREAS, the Gonzales City Council approved the locations of the eight interpretive panels during their August 13, 2020 Council Meeting; and

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

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

WHEREAS, at their October 2020 meeting, the Gonzales Convention and Visitor Bureau Advisory Board approved a recommendation to be made to the Gonzales City Council to fund the design, fabrication and installation of the interpretive panels with hotel occupancy taxes; and,

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

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

Section 1. The 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 approves the Gonzales Convention and Visitor Bureau’s recommendation to authorize the City Manage to approve the design, fabrication and installation of eight interpretive panels, under the advisement of Preservation Gonzales, Inc., on the historic downtown Square, not to exceed the amount of \$8,610.00.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-122 Approving to Contract out Sweep Across Texas to Sweep all City streets and Consider Frequency options of street sweeping.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales interviewed two (2) companies, Sweep Across Texas and BMP Specialist, both which are out of the Austin Area. Each sweep would include all city streets but not including State Highways 90A and 183. Sweep Across Texas is based on a 40-hour work week, BMP Specialist is based on a 50-hour work week. Listed below are the cost comparison for each:

Sweep Across Texas

Quarterly (4)	\$ 4,125.00 / \$ 16,500
Every other month (6)	\$ 3,713.00 / \$ 22,278
Every 6 weeks (9)	\$ 3,507.00 / \$ 31,563
Monthly (12)	\$ 3,300.00 / \$ 39,600

BMP Specialist

Quarterly (4)	\$ 6,360 / \$ 25,440
Every other month (6)	\$ 6,360 / \$ 38,160
Every 6 weeks (9)	\$ 6,360 / \$ 57,249
Monthly (12)	\$ 6,360 / \$ 76,320

POLICY CONSIDERATIONS

The City Manager requires Council approval to execute contracts in excess of \$25,000.

FISCAL IMPACT:

This Agenda Item will expend at the Monthly rate option of \$39,600 per year, and not to exceed the allowed budget of \$40,000. I have verified with the Finance Department the availability of these funds in Account# 100-7-603-411 in the 2020-2021 Fund(s).

ATTACHMENTS

Pricing from Sweep Across Texas
Pricing from BMP Specialist

STAFF RECOMMENDATION:

Staff respectfully request approval to Contract with Sweep Across Texas for the Monthly rate of \$3,300.00 a week for the total of \$39,600.00 yearly cost. If City Council has any questions or concerns, I will be glad to answer them.

RESOLUTION NO. 2020-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SWEEP ACROSS TEXAS FOR REGULAR STREET SWEEPING SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council discussed contracting for street sweeping services during planning sessions for the Fiscal Year 2020-2021 Budget; and,

WHEREAS, the pricing for the street sweeping services was obtained through interviewing two companies; and,

WHEREAS, the budgeted amount for street sweeping services in the 2020-2021 Fiscal Year is \$40,000; and,

WHEREAS, the total cost of street sweeping services provided _[quarterly, bimonthly, every six weeks or monthly]_____ is \$_____; and,

WHEREAS, the City Council hereby finds that contracting for street sweeping services is in the best interest of the health, safety and welfare of the citizens of the City of Gonzales.

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to execute a contract with Sweep Across Texas for _[quarterly, bimonthly, every six weeks or monthly]_ in an amount not to exceed \$_____.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Connie Kacir, Mayor

ATTEST:

Kristi Gilbert, City Secretary



1512 Dungan Lane
 Austin, Texas 78754
 (512) 989-3111 office
 (512) 738-2932 direct
 chris@sweepacrosstexas.com

Parking Lot Sweeping * Street Sweeping * Porter Service * Pressure Cleaning * Window Washing

DATE: 10/21/2020

PHONE: 830.672.2815

TO: Todd Remschel

EMAIL: tremschel@gonzales.texas.gov

City of Gonzales

JOB SITE: City of Gonzales

**1916 N. St. Joseph Street
 Gonzales, Texas 78629**

We propose to furnish all labor, materials, equipment, and services required to complete the following work on the above referenced job:

SWEEPING SERVICES:

Sweep city streets on the frequency option selected below: (TAX EXEMPT)

- | | |
|-----------------------|-----------------------|
| 1. Quarterly: | \$ 4,125.00 per sweep |
| 2. Every other month: | \$ 3,713.00 per sweep |
| 3. Every 6 weeks: | \$ 3,507.00 per sweep |
| 4. Monthly: | \$ 3,300.00 per sweep |

Special scope sweeping: \$ 125.00 per hour with two (2) hour minimum

Notes: City to provide access to dump location at no additional expense to Sweep Across Texas. Add-on sweeps will be billed at contract pricing.

THE ABOVE WORK SHALL BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM ABOVE PLUS APPLICABLE SALES TAX.

Any deviations or alteration from the above specifications which involve extra cost of materials or labor will be executed only upon written orders for same and will become an extra charge in addition to the basic sum noted above. All agreements must be made in writing.

Sweep Across Texas agrees to carry WORKERS' COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE upon the labor furnished under this proposal. Any additional charge will be added to this estimate for waiver of subrogation and additional insured riders.

Payment for all work undertaken as noted above will be due upon completion of work and submission of our invoice. Your signed acceptance of this proposal constitutes a contract between you and Sweep Across Texas. This agreement may be terminated by either party with 30 days advance written notice.

Respectively submitted,
 Chris Whitaker
 Sweep Across Texas
 Direct: (512) 738-2932

ACCEPTED BY: _____

BMP SPECIALIST

CEDER PARK, TX

This is a rough cost estimate to contract out street sweeping for the City of Gonzales.

BMP uses Tymco model 600 Regenerative Air Sweepers

This is the same model we were quoted for out 2020-2021 Budget

BMP Specialist has quoted this information.

There rate is \$120 an hour, min 2 hrs.

This is what they recommended for Gonzales:

Sweeping entire town would take 1 week, not calculating any heavy debris areas.

10 hrs a day for the week for a total of 50 hrs. a week.

Sweeping once every 3 months, quarterly per year.

Travel time from Cedar Park to Gonzales would add roughly additional 3hrs. Round trip.

So doing the math:

50 hrs a week for 4 times a year = 200 hrs per year + 12 hrs in travel time.

For a total of 50 hrs x 4 = 200 hrs + 12 x \$120 an hour = \$25,440 per year.

FYI, Shiner Tx averages \$4000 / \$6000 per week, December being one of the higher months

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-123 Approving an Airport Courtesy Car Use Policy and Authorizing the Use of a City Owned Vehicle as a Courtesy Car.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Airport Advisory Board Members agree that a courtesy car for the airport is beneficial for the airport, as well as our downtown businesses. Users will now have the ability conduct business in town as well as going to JB Wells for Jr. High Finals, eat at our BBQ restaurants, shop our downtown stores, going to the bank to sign paperwork so that they can close on a house, and to look at vacant buildings for purchase and potentially buying.

The attached resolution approves a Courtesy Car Use Policy and authorizes the use of a city owned vehicle as a courtesy car. Staff plans to use the next operable police vehicle that is taken out of regular service as the courtesy vehicle. Staff is asking for Council direction on what would be defined as "short trips" in the policy and time of use. For example, within a five-mile radius of the center of town or within city limits.

POLICY CONSIDERATIONS:

This is a new policy that will be established to enhance services to users of the airport and increase the economic impact to the town.

FISCAL IMPACT:

The car that has been designated by the Police Department to be used as the courtesy vehicle has a value of \$7,500. This will not increase the City's auto liability insurance premiums.

ATTACHMENTS:

Airport Courtesy Car Agreement

STAFF RECOMMENDATION:

Staff is seeking Council direction on this item with regard to definition of short trips and length of use.

RESOLUTION NO. 2020-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING AN AIRPORT COURTESY CAR USE POLICY AND AUTHORIZING THE USE OF A CITY OWNED VEHICLE AS A COURTESY CAR; AND ESTABLISHING AN AFFECTIVE DATE.

WHEREAS, the Airport Advisory Board has determined it is beneficial for users of the airport to have access to a courtesy car to access businesses and establishments within the City of Gonzales and has made a recommendation to the City Council for the same; and,

WHEREAS the City Council hereby finds that adopting a Courtesy Car Use Policy and designating an out of service police vehicle for the use of a courtesy car is in the best interest of the City of Gonzales and serves a public purpose.

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 adopts the Courtesy Car Use Policy attached as Exhibit A.

Section 3. The City Council authorizes the use of an out of service police vehicle to be used as a courtesy car.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

Roger M. Dreyer Memorial Airport

~ Courtesy Car Use Policy ~

Welcome to the City of Gonzales Roger M. Dreyer Memorial Airport! The Courtesy Car is for the complementary use of visitors to our airport. The following policy applies to your use of the Courtesy Car.

1. Use of the car is on a first-come, first-serve basis, 7 days a week by pilots over the age of 21 who visit the Roger M. Dreyer Memorial Airport via airplane.
2. Prior to using the Courtesy Car, users must fill out the "Airport Courtesy Car Use Agreement" form which indemnifies the City from all claims regarding their use of the courtesy car. Failure to either fill out the form completely or use by persons other than visiting pilots with a plane of the ground in Gonzales will be deemed as "unauthorized use of a vehicle" and may be prosecuted.
3. Use of the car is limited to short trips in the Gonzales area (five mile radius from the center of town). Generally, the Courtesy Car is not to be driven outside of the City Limits.
4. Please limit your use of the car to no more than two hours. Overnight use of the car may be arranged in special circumstances by contacting City Manger at 830-672-2815 ext.1200.
5. Every attempt is made to keep the car full of gasoline; however, you are responsible for purchasing any additional gasoline if required. We ask that you top off the tank before returning it to the Arrival/Departure building.
6. Make sure you leave the car in a condition as good as or better than when you started using it - no snacks or beverages in the car.
7. While using the courtesy car, drivers are required to follow all applicable laws of the State of Texas. A valid driver's license is required.
8. Drivers are prohibited from the consumption of any alcohol or other chemical which may impair driving ability immediately before or during the period in which he/she is in possession of the courtesy car.
9. Drivers are to refrain from the use of a cellular phone to talk, text message while operating the courtesy car.
10. Users are solely responsible for any legal action which may stem from their use of the courtesy car, including tickets, lawsuits, or repair costs.
11. In cases where the courtesy car is returned damaged, airport staff, with the assistance of the City Attorney, will be responsible for filing a claim and arranging for the repair of the damage.

Please fill out one of the blank "Airport Courtesy Car Use Agreement" forms inside this key box and then leave it in the box. The car keys are in the key box - please put them back in the key box after use.

Thank you for visiting Gonzales!

AIRPORT COURTESY CAR USE AGREEMENT

The City of Gonzales, a Texas municipality, provides Airport Courtesy Cars for use by pilots from out of town at the Roger M. Dreyer Memorial Airport. In exchange for use of this car, I agree to the following terms and conditions:

- Chevrolet Tahoe License Number ###-####

1. **Nomenclature:** *I, me and my* refer to the person who signs the agreement.
2. **When and Where I will Return the Car:** I will return the car to Roger M. Dreyer Memorial Airport by the time indicated below. I will return it sooner on the City of Gonzales/Roger M. Dreyer Memorial Airport demand. In any event, I will return the car within twenty-four hours unless I receive verbal approval from the City Manager or Airport Manager.
3. **Responsibility for Injury to Persons or Damage to Property:** I understand that I am responsible for any injury to any person or damage to any property arising from the City of Gonzales/Roger M. Dreyer Memorial Airport auto while the City of Gonzales/Roger M. Dreyer Memorial Airport auto is entrusted to me, whether or not I am the driver at the time of the injury or damage and regardless of fault.

I agree to be responsible for any damage to the City of Gonzales/Roger M. Dreyer Memorial Airport auto while it is entrusted to me arising from such things as, but not limited to, collision, theft, vandalism, and including towing or storage charges.

I also certify that I have inspected the City of Gonzales/Roger M. Dreyer Memorial Airport auto. I confirm no warranties have been made to me by the City of Gonzales/Roger M. Dreyer Memorial Airport as to its condition and my use of the City of Gonzales/Roger M. Dreyer Memorial Airport auto is understood to be on an “as is” basis and at my own risk. If I should notice any defects while driving the City of Gonzales/Roger M. Dreyer Memorial Airport auto I will immediately notify the City of Gonzales/Roger M. Dreyer Memorial Airport of the nature of the defect so it can be corrected. Further, if the defect, in my judgment, presents any safety hazard I will not drive the car until the City of Gonzales/Roger M. Dreyer Memorial Airport has been notified and can make arrangements for return or repair of the car.

To the extent allowed under my insurance policy, I hereby waive any rights of subrogation against the City of Gonzales/Roger M. Dreyer Memorial Airport for loss or injury arising from use of the City of Gonzales/Roger M. Dreyer Memorial Airport entrusted auto.

4. **Gasoline and Maintenance:** Donations to the maintenance fund are welcomed, as there are no rental or mileage charges for use of the car.
5. **Fines and Expenses:** I will pay all fines, court cost and recovery expenses for parking, traffic, and other violations, including towing and storage charges.
6. **Who May Drive the Car:** I will let no one else use the car unless, and until, he or she signs an Airport Courtesy Car Use Agreement with the City of Gonzales/Roger M. Dreyer Memorial Airport?
7. **Insurance:** I certify that I have valid automobile insurance which covers any and all use of the City of Gonzales/Roger M. Dreyer Memorial Airport auto while it is entrusted to me and that such insurance has per occurrence coverage limits of not less than \$100,000 per person, \$300,000 for all bodily injury, and \$50,000 for damage to property of others. I further certify my insurance policy provides coverage sufficient to meet the minimum requirements set by Texas’ mandatory insurance law, including Texas Auto Personal Injury Protection coverage, and Texas Uninsured/Underinsured Motorist coverages.
8. **Indemnification:** I agree to hold the City of Gonzales/Roger M. Dreyer Memorial Airport harmless and indemnify the City of Gonzales/Roger M. Dreyer Memorial Airport against any loss, liability, and/or expense that the City of Gonzales/Roger M. Dreyer Memorial Airport incurs arising out of the use of the car while it is entrusted to me under this agreement.
9. **Repossessing the Car:** The City of Gonzales/Roger M. Dreyer Memorial Airport can repossess the car anytime it is found illegally parked, being used to violate the law or terms of this agreement or appears to be abandoned. The City of Gonzales/Roger M. Dreyer Memorial Airport can repossess the auto anytime if it is discovered I made a misrepresentation to Airport Courtesy Car Use Agreement – 11/4/20

obtain the car. The City of Gonzales/Roger M. Dreyer Memorial Airport need not notify me in advance. In the event the car is repossessed, I agree to pay the actual and reasonable cost incurred by the City of Gonzales/Roger M. Dreyer Memorial Airport to repossess the vehicle.

10. **Collections:** All charges, fees, and expenses, including payment for loss of or damage to the car are due on the City of Gonzales/Roger M. Dreyer Memorial Airport demand. If I do not pay all charges when due, I agree to pay a late charge of 1-1/2% per month, or as permitted by law on the past due balance. I will pay any collection costs, including a service charge for any check which is not honored by a financial institution and the City of Gonzales/Roger M. Dreyer Memorial Airport reasonable attorney's fees, if I don't pay any amount when due. If the law permits, the City of Gonzales/Roger M. Dreyer Memorial Airport may contact me or my employer at my place of business about payment. I understand that my aircraft may be held as collateral until any of the previous claims are resolved.

11. **Property in the Car:** I am responsible for loss or damage to any property in or on the car, in any service vehicle, on the City of Gonzales/Roger M. Dreyer Memorial Airport premises, or received or handled by the City of Gonzales/Roger M. Dreyer Memorial Airport, regardless of who is at fault. I will be responsible to the City of Gonzales/Roger M. Dreyer Memorial Airport for claims by others for loss or damage.

12. **Changes:** Any change in this indemnity agreement or the City of Gonzales/Roger M. Dreyer Memorial Airport rights must be in writing and signed by the City Manager or the Airport Manager.

CAUTION: I ACKNOWLEDGE THAT THE CITY OF GONZALES/ROGER M. DREYER MEMORIAL AIRPORT PROVIDES NO INSURANCE COVERAGE OF ANY KIND WHATSOEVER FOR ME OR ANYONE, EXCEPT THE CITY OF GONZALES, WHILE THE CITY OF GONZALES/ROGER M. DREYER MEMORIAL AIRPORT AUTO IS ENTRUSTED TO ME.

Signing this form certifies that he/she has a valid driver's license and will comply with any restrictions to which that license is subject. This agreement remains in force for all subsequent use of any Roger M. Dreyer Memorial Airport Courtesy Car or loaned vehicle by the below signed.

_____ Dated: _____ Phone Number(s) _____

Signature

_____ My Insurance Carrier: _____

Printed Name

_____ My Policy Number: _____

Address

_____ My Insurance Agent: _____

City/State/ZIP

My Driver's License: _____ Aircraft N Number: _____
Number State

Reserved for Office Use

Car Checked Out: ____/____/____ Time: _____ a.m./p.m.

Car to be Returned by: ____/____/____ Time: _____ a.m./p.m.

Car Returned: ____/____/____ Time: _____ a.m./p.m.

Airport Courtesy Car Use Agreement – 11/4/20

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action Approving
Resolution #2020-124 Authorizing
Appointments to the Main Street Advisory
Board.

DATE: NOVEMBER 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Two members from the Main Street Board recently submitted their resignation. Debbie Toliver resigned leaving a vacancy for an unexpired term ending September 30, 2021. Connie Dolezal resigned leaving a vacancy for an unexpired term ending September 30, 2022.

The following individuals applied for the Main Street Advisory Board in August and were not appointed

Britney Caka
Christine Presley
Daniel Garza
Pamela Jackson

POLICY CONSIDERATIONS:

This year, the policy has changed slightly to require the signed receipt of understanding of the Code of Ethics at the time of application.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2020-124

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS
AUTHORIZING APPOINTMENTS TO THE MAIN STREET ADVISORY BOARD;
ESTABLISHING AN EFFECTIVE DATE.**

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

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

WHEREAS, there are two vacancies on the Main Street Advisory Board due to the resignation of Connie Dolezal and Debbie Toliver; and

WHEREAS, the City Council hereby finds that filling the vacancies is in the best interest of the City and its citizens, and serves a public purpose.

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

Section 1. The 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 appoints _____ to a one-year unexpired term ending September 30, 2021 and appoints _____ to a two-year unexpired term ending September 30, 2022.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary



Gonzales Main Street, Inc.
P.O. Box 547
Gonzales, Texas 78629
830-672-2815 EXT 1501
Cell: 830-263-0118

October 27, 2020

Madam Mayor Connie Kacir
& Gonzales City Council
820 Saint Joseph Street
Gonzales, TX 78629

RE: Board Members

The Gonzales Main Street Advisory Board held a special call meeting on October 20, 2020 at 5:00 PM located at the Texian Heritage Center. At this meeting, we were informed two (2) of our current Board Members turned in their resignations:

1. Connie Dolezal
2. Debbie Toliver

Please see the attached emails:

As the Chairman of the Gonzales Main Street Advisory Board, I ask that Council please consider appointing two additional Board Members to the Advisory Board to fill the vacant positions.

Sincerely Yours,

Greg Webb
Gonzales Main Street Chairman

Liz Reiley

From: City Secretary
Sent: Thursday, October 22, 2020 11:45 AM
To: connie@shear-designs.com; Liz Reiley; Gregory Webb
Subject: RE: resignation

Thank you, Connie.

Kristi Gilbert, TRMC, CMC, CPM
Administrative Services Director/City Secretary
City of Gonzales
citysecretary@gonzales.texas.gov
Ph. 830-672-2815 ext 1800

Attention Public Officials! Reply All of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Connie Dolezal <connie@shear-designs.com>
Sent: Wednesday, October 21, 2020 8:58 AM
To: City Secretary <citysecretary@gonzales.texas.gov>; Liz Reiley <LReiley@gonzales.texas.gov>; Gregory Webb <gwebb@gvec.net>
Subject: resignation

I am resigning from the Main Street board effective 10/21/2020. I have been on the board 10 years and it's time for me leave. I have really enjoyed working with everyone. Also I can help with the Christmas decorating if needed. Thanks

Connie Dolezal
Shear Designs Boutique
805 St. Joseph Street
Gonzales, TX 78629
Phone: 830-672-9200
Connie@shear-designs.com

Liz Reiley

From: Debbie Toliver <toliver_debbie@yahoo.com>
Sent: Monday, October 19, 2020 11:02 AM
To: Liz Reiley
Cc: Greg Webb
Subject: resignation

Dear Liz and Greg,

I am writing this letter of resignation with a sad heart but for many reasons I am resigning as a board member from Gonzales Mainstreet. I have enjoyed being a part of Mainstreet for 12 years seeing many events come to life like the summer concert series that I was a part of and watching it grow each year.

Liz you are doing a great job I wish you all the best and success you have what it takes, you are an awesome lady. Greg thank you for all you do you are an awesome chairman.

Good luck to all board members in all events, remember work together that is the key to success.

Effective today 10-19-20 I resign.

I am here for you if you have any questions or help.

Thank you,
Debbie Toliver

[Sent from Yahoo Mail on Android](#)

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-125 Approving Annex K – Public Works and Engineering and Annex P – Hazard Mitigation for the Gonzales Independent School District Hazard Mitigation Plan

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On October 10, 2019, the City executed a Memorandum of Understanding (MOU) with Gonzales Independent School District (GISD), Gonzales County and City of Gonzales. The MOU aids in promoting health and safety within our community against possible natural hazards or other hazards invoked by human threat.

GISD approved updates to their Emergency Operation Plan on October 12, 2020 and have provided their Agenda Information Sheet to provide background. GISD has asked that the City approve the amendments to Annex K – Public Works and Engineering and Annex P – Hazard Mitigation. The school district has indicated the only change is to the signature blocks on the annexes.

POLICY CONSIDERATIONS:

This is consistent with the MOU that was approved in October 2019.

FISCAL IMPACT:

None

ATTACHMENTS:

GISD Briefing Sheet

Annex K

Annex P

Memorandum of Understanding (MOU)

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2020-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO ANNEX K PUBLIC WORKS AND ENGINEERING AND ANNEX P HAZARD MITIGATION OF THE GONZALES ISD HAZARD MITIGATION PLAN IN ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING WITH THE GONZALES INDEPENDENT SCHOOL DISTRICT AND GONZALES COUNTY REGARDING EMERGENCY OPERATIONS FOR GONZALES ISD; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Independent School District seeks to work in coordination with Gonzales County and the City of Gonzales to support school safety and emergency operations for the ISD; and,

WHEREAS, on October 10, 2019, the City of Gonzales approved Resolution #2019-XX authorizing a Memorandum of Understanding between the City, Gonzales Independent School District and Gonzales County for emergency operations for the school district; and,

WHEREAS, emergency management, homeland security and state of emergency requirements as set forth in Government Code Chapter 418, 421, 433 guides governmental entities on their responses to emergency situations; and,

WHEREAS, the City Council finds that approving amendments to Annex K Public Works and Engineer and Annex P Hazard Mitigation is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City

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

Section 1. The 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 hereby approves amendments to Annex K Public Works and Engineer and Annex P Hazard Mitigation and authorizes the Mayor to execute the respective documents attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

EXHIBIT "A"
ANNEX K PUBLIC WORKS AND ENGINEER AND ANNEX P HAZARD MITIGATION



Board of Trustees

Glenn Menking
President

Gloria Torres
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Sue Gottwald

Ross Hendershot, III

Justin Schwausch

GISD School Board Agenda Information Sheet
October 12, 2020

ACTION ITEM

SUBJECT: Discuss and Consider approval of GISD Emergency Operation Plan (EOP) updates.

ADMINISTRATOR RESPONSIBLE: John Schumacher., Superintendent of Schools & Gene Kridler, Director of Operations.

RATIONAL SUMMARY: To meet the commitment of safety and security of all individuals in all capacity's and facilities. Mr. Kridler will give a quick report on the updates that have occurred.

(This item will be discussed in close session before a motion is made)

SUPERINTENDENT'S RECOMMENDATION: APPROVE

MOTION: "I move that the board approve the GISD Emergency Operation Plan updates as presented.

1711 N Sarah Dewitt Dr.
Post Office Box 157
Gonzales, TX 78629-0157
830-672-9551
830-672-7159 fax
www.gonzalesisd.net

Our Students—Our Focus---Our Future

ANNEX K

PUBLIC WORKS

&

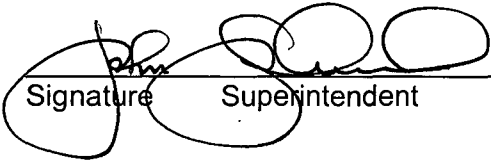
ENGINEERING

Gonzales ISD

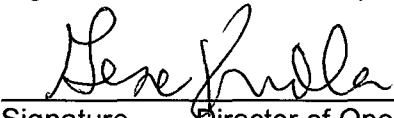
APPROVAL & IMPLEMENTATION

Annex K

PUBLIC WORKS & ENGINEERING


Signature Superintendent

9-8-2020
Date

Signature Assistant Supt.

Signature Director of Operations

Date
9-8-2020
Date

Signature Campus Admin

Date

Signature County Judge/Mayor

Date

NOTE: The signature(s) will be based upon local administrative practices. Typically, the first signature block is used by the individual having primary responsibility for this emergency function and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the annex may sign the annex.

ANNEX K

PUBLIC WORKS

&

ENGINEERING

Gonzales ISD

RECORD OF CHANGES

Annex K

Public Works & Engineering

Change #	Date of Change	Entered By	Date Entered
K i- signature lines	12/1/14	Kim Strozier	12/1/14
Signature line	8-7-19	Kim Strozier Gene Kridler	8-7-19

ANNEX K

Public Works & Engineering

I. AUTHORITY

See Section I of the Basic Plan for general authorities.

Texas Government Code, Section 418.023, Clearance of Debris.

[Include any local ordinance or order that provides for emergency purchasing or contracting.]

[Include any local ordinance or order that provides for expedited demolition of damaged structures during emergency situations.]

II. PURPOSE

The purpose of this annex is to outline the local organization, operational concepts, responsibilities, and procedures to accomplish coordinated public works and engineering activities during emergency situations.

III. EXPLANATION OF TERMS

A. Acronyms

DPS	Texas Department of Public Safety
EOC	Emergency Operations Center
EMC	Emergency Management Coordinator
FEMA	Federal Emergency Management Agency
GDEM	Governor's Division of Emergency Management
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
NIMS	National Incident Management System
NRP	National Response Plan
SAR	Search and Rescue
SOP	Standard Operating Procedures
TAHC	Texas Animal Health Commission
DSHS	Texas Department of State Health Services
TCEQ	Texas Commission on Environmental Quality
TDSR	Temporary Debris Storage and Reduction
TRRN	Texas Regional Resource Network
TxDOT	Texas Department of Transportation

B. Definitions

1. Debris Clearance. Clearing roads of debris by pushing debris to the roadside.
2. Debris Disposal. Placing mixed debris and or the residue of debris volume reduction operations into an approved landfill.
3. Debris Removal. Debris collection and transport to a temporary storage site for sorting and/or volume reduction or to a permanent disposal site. Debris removal also includes damaged structure demolition and removal.

IV. SITUATION & ASSUMPTIONS

A. Situation

1. See the general situation statement and hazard summary in Section IV.A of the Basic Plan.
2. This jurisdiction anticipates emergency situations may occur which threaten public health, safety, and property. An emergency situation of this nature may require emergency public works and engineering services.

B. Assumptions

1. Employing public works and engineering personnel and equipment during pre-disaster operations should minimize disaster damage. Advance preparation of personnel and equipment may also hasten restoration efforts.
2. Local departments and agencies responsible for the public works and engineering function may have insufficient resources to remove the debris created by a major emergency or disaster and accomplish other recovery tasks.
3. Public works & engineering departments and agencies are expected to accomplish expedient repair and restoration of essential services and vital facilities. Dependent on the scale of the operation(s), major reconstruction initiatives will likely require contract assistance.
4. Public works and engineering will be able to organize and carry out debris clearance in the aftermath of an emergency. Large scale debris and/or hazardous material operations, however, will likely require external assistance.
5. Private construction companies, engineering firms, and equipment rental contractors have staff and equipment resources that may be contracted to carry out public works and engineering activities during emergency situations. However, local government may have to compete with businesses and individuals seeking those resources for repairs or rebuilding.
6. Assistance may be available from other jurisdictions through inter-local agreements [and from commercial firms through contingency contracts]. Some types of emergency situations, including

earthquakes, hurricanes, and floods may affect large areas, making it difficult to obtain assistance from usual sources.

7. Damage to chemical plants, power lines, sewer and water distribution systems, and secondary hazards, such as fires, may result in health and safety hazards. These hazards could pose a threat to public works and engineering personnel and impede operational capabilities.
8. Alternate disposal methods and facilities may be needed as local landfills and waste disposal facilities may prove inadequate to deal with large amounts of debris. Special considerations must be made if the debris has been contaminated with chemicals or petroleum products.
9. If local capabilities prove inadequate to deal with a major emergency or disaster, state, and/or federal resources will be available to assist in debris removal and restoration of essential services.

V. CONCEPT OF OPERATIONS

A. General

The general public works and engineering tasks to be performed during emergency situations include:

1. For slowly developing emergency situations, take actions to protect government facilities, equipment and supplies prior to the onset of hazardous conditions.
2. Provide heavy equipment support for search and rescue operations.
3. Conduct damage-assessment surveys of public facilities, roads, bridges, and other infrastructure.
4. Inspect damaged structures.
5. Clear debris from roadways and make repairs to reopen transportation arteries.
6. Make expedient repairs to essential public facilities to restore operations or protect them from further damage.
7. Remove debris from public property and manage debris disposal operations for public and private property.
8. Assist in controlling public access to hazardous areas.

B. Protecting Resources and Preserving Capabilities

1. Public works and engineering resources may be employed during slow developing emergency situations to protect and limit damage to government facilities, equipment, and essential utilities. Protective actions may include sandbagging, building protective levees, ditching, installing protective window coverings, or removing vital equipment. Public works and engineering elements are expected to identify buildings and other infrastructure that will benefit from protective measures and, in coordination with the departments or agencies that occupy those facilities, carry out necessary protective actions.
2. If time permits, public works and engineering elements are also expected to take action in advance of an emergency situation to preserve response and recovery capabilities by protecting vital equipment and supplies, either in place or by relocating them to a safe location. It is desirable for agencies to enter into advanced agreements with other agencies or jurisdictions to ensure the safety and security of vital equipment and resources.

C. Search & Rescue (SAR) Support

Public works and engineering crews may be required to provide heavy equipment support for search and rescue operations, particularly support for search operations in collapsed buildings.

D. Damage Assessment

1. Public works and engineering departments will lead preliminary damage assessments of public buildings, homes, businesses, roads, bridges, and other infrastructure following a disaster. Damage assessment procedures and forms used in the assessment processes are discussed in Annex J, Recovery.
2. Public works and engineering personnel shall inspect damaged structures. Inspections are conducted to identify unsafe structures and, if necessary, take actions to restrict entry and occupancy until the structures can be made safe.
3. Damaged buildings posing an immediate threat to public health and safety should be appropriately posted to restrict public access pending repairs or demolition. [(Local ordinance or regulation) provides for expedited demolition of structures that pose a threat to public health during emergency situations.]

E. Debris Clearance and Removal

See Appendix 2, Debris Management.

F. Temporary Repairs and Restoration

1. The public works and engineering staff is expected to make timely temporary repairs to government-owned buildings and other infrastructure essential to emergency response and recovery operations. Building contents should be removed or restricted until the restoration process is complete. Personnel should coordinate with building occupants to determine which areas and equipment have the highest priority for protection.
2. Hazardous situations may result in damage to computers storing vital government records and/or hard copy records, such as building plans, legal documents, tax records, and other documents. When computers or paper records are damaged, it is essential to obtain professional technical assistance for restoration as soon as possible.
3. It is generally impractical to restore buildings sustaining major damage during the emergency response phase. Major repairs will normally be postponed until recovery operations commence and will typically be performed by contract personnel.

G. Actions by Phases of Emergency Management:

1. Prevention

- a. Identify vulnerabilities of existing public buildings, roads, bridges, water systems, and sewer systems to known hazards and take steps to lessen vulnerabilities.
- b. Reduce vulnerability of new public facilities to known hazards through proper design and site selection.
- c. Develop plans to protect facilities and equipment at risk from known hazards.
- d. Install emergency generators in key facilities and have portable generators available to meet unexpected needs. Ensure procedures are in place to maintain and periodically test back-up sources of power, such as generators and fuel, in the event of an emergency power loss.

2. Preparedness

- a. Ensure government buildings, roads and bridges, and public works equipment are in good repair.
- b. Ensure an adequate number of personnel are trained to operate heavy equipment and other specialized equipment.
- c. Stockpile materials needed to protect and repair structures, roads, bridges, and other infrastructure.
- d. Develop general priorities for clearing debris from roads.
- e. Maintain an adequate quantity of barricades and temporary fencing.
- f. Maintain current maps and plans of government facilities, roads, bridges, and utilities.
- g. Review plans, evaluate emergency staffing needs in light of potential requirements, and make tentative emergency task assignments.
- h. Establish and train damage survey teams.
- i. Execute contingency contracts for emergency equipment and services with local contractors and execute agreements with individuals and businesses to borrow equipment.
- j. Develop procedures to support or accomplish the tasks outlined in this annex.
- k. Ensure government-owned vehicles and other equipment can be fueled during an electrical outage.

3. Response

- a. If warning is available, take actions to protect government facilities and equipment.
- b. Survey areas affected by a hazard, assess damage, and determine the need and priority for expedient repair or protection to prevent further damage. Report damage assessments to the EOC.
- c. Upon request, provide heavy equipment support for SAR operations. See Annex R, Search and Rescue.
- d. Clear roads of debris. See Appendix 2.
- e. Inspect damaged buildings to determine if they are safe for occupancy.
- f. Remove debris from public property and manage proper debris disposal. See Appendix 2.
- g. Make repairs to damaged government facilities and equipment, as needed.
- h. Coordinate with the Energy & Utilities staff to arrange for emergency electrical service, if required, to support emergency operations.
- i. Assist [the Water & Sewer Department/Utility Department/other] in making emergency repairs to government-owned utility systems, as necessary. See Annex L, Utilities.
- j. Restrict access to hazardous areas, using barricades and temporary fencing, upon request.

4. Recovery

- a. Repair or contract repairs to government-owned buildings, roads, bridges, and other infrastructure.
- b. Support community clean up efforts, as necessary.
- c. Participate in compiling estimates of damage and response and recovery costs.
- d. Participate in post-incident review of emergency operations and make necessary changes to improve emergency plans and procedures.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

- 1. The function of public works and engineering during emergency situations shall be carried out in the framework of our normal emergency organization described in Section VI.A of the Basic Plan, and in accordance with National Incident Management System (NIMS)/National Response Plan (NRP)

November 16, 2020 Council Packet 133 of 278

protocols. Preplanning for emergency public works and engineering tasks shall be conducted to ensure staff and procedures needed to manage resources in an emergency situation are in place.

2. During an Incident of National Significance or Disaster Declaration under the Stafford Act Public Assistance Program, Public Works and Engineering may integrate, as required, with the National Response Plan (NRP), Emergency Support Function (ESF) #3 activities. The Federal ESF #3 will develop work priorities in cooperation with state, local, and/or tribal governments and in coordination with the Federal Coordinating Officer and/or the Federal Resource Coordinator. (See Annex 3, Public Works and Engineering – National Response Plan).

B. Assignment of Responsibilities

1. The [Gonzales County/Gonzales City] Public Works Director /County Road & Bridge Supervisor/other] will serve as the Public Works Officer during emergencies and will:
 - a. Coordinate certain pre-emergency programs to reduce the vulnerability of local facilities and other infrastructure to known hazards. See Annex P, Hazard Mitigation.
 - b. Manage the public works and engineering function during emergency situations in accordance with the NIMS.
 - c. Oversee the restoration of key facilities and systems and debris removal following a disaster.
 - d. Develop and implement procedures to ensure a coordinated effort between the various local departments and agencies that perform the public works and engineering functions. Ensure appropriate emergency response training for assigned personnel in accordance with Section IX.D of the Basic Plan.
 - e. Identify contractors who can provide heavy and specialized equipment support during emergencies and individuals and businesses that may be willing to lend equipment to local government during emergencies.
 - f. Assist the Resource Manager in maintaining a current list of public works and engineering resources. See Annex M, Resource Management. [In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are typed according to NIMS and a part of the Texas Regional Response Network (TRRN).]
 - g. Maintain this annex.
2. The [Public Works Department/Construction Department] will:
 - a. Carry out pre-disaster protective actions for impending hazards, including identifying possible facilities for debris storage and reduction.
 - b. Conduct damage assessments in the aftermath of disaster.
 - c. Repair and protect damaged government facilities.
 - d. Provide heavy and specialized equipment support for SAR operations.

- e. Carry out debris clearance and removal. See Appendix 2.
 - f. With the assistance of the Legal Officer, negotiate inter-local agreements for public works and engineering support.
 - g. Maintain stockpiles of disaster supplies such as sandbags, plastic sheeting, and plywood.
3. The Gonzales County/City Engineer will:
- a. Develop damage assessment procedures and provide training for damage survey teams.
 - b. Provide engineering services and advice to the Incident Commander and EOC staff.
 - c. Assist in conducting damage assessments in the aftermath of an emergency. See Annex J, Recovery.
 - d. Safeguard vital engineering records.
4. Gonzales County/Gonzales City will:
- a. Maintain reasonable stockpiles of emergency paving materials.
 - b. Make emergency repairs to Gonzales roads, bridges, culverts, and drainage systems.
 - c. Supervise debris clearance from the public right-of-way and support debris removal operations.
 - d. Emplace barricades where needed for safety.
 - e. Provide personnel and equipment to aid in SAR operations as needed.
 - f. Provide heavy equipment support for protective actions taken prior to an emergency and for response and recovery operations.
 - g. Assist in repairs to government-owned utilities and drainage systems.
5. The [Sanitation Department/Environmental Services Department/other] will:
- a. Collect and properly dispose of refuse.
 - b. Support emergency public works and engineering operations with available resources.

6. The [Inspection Department/other] will:
 - a. Support damage assessment operations.
 - b. Determine if access to damaged structures should be restricted or if they should be condemned and demolished.
 - c. Inspect expedient shelter and mass care facilities for safety.
7. [Public Works Communications] will:
 - a. Restore damaged communications systems.
 - b. Provide communications technical and equipment support for emergency operations.
8. Parks and Recreation Department will:
 - a. Assess damage to parks and recreation facilities and assist in assessing damage to other facilities.
 - b. Provide personnel and light equipment support for public works and engineering operations.
 - c. Upon request, establish and staff a facility to sort and catalog property removed from damaged government-owned facilities.

VII. DIRECTION & CONTROL

- A. *The [Gonzales County Judge/Gonzales Mayor] shall, pursuant to NIMS, provide general guidance for the public works and engineering function and, when necessary, approve requests for state or federal resources.*
- B. The Incident Commander (IC) will manage public works and engineering emergency resources committed to an incident site and shall be assisted by a staff commensurate with the tasks to be performed and resources committed to the operation. If the EOC is not activated, the IC may request additional resources from local departments and agencies. The IC may also request authorized officials to activate mutual aid agreements or emergency response contracts to obtain additional resources.
- C. *The EOC will be activated for major emergencies and disasters. When the EOC is activated, the Public Works Officer will manage the emergency public works and engineering function from the EOC. The IC shall direct resources committed to the incident site and coordinate resource requests through the Public Works Officer. The Public Works Officer shall manage resources not committed to the incident site and coordinate the provision of additional resources from external sources.*
- D. The Public Works Officer will respond to mission priorities established by the IC or the [EMC/EOC Supervisor], direct departments and agencies with public works and engineering

resources to accomplish specific tasks, and coordinate task assignments to achieve overall objectives.

- E. *The Public Works Officer will identify public and private sources from which needed resources can be obtained during an emergency and coordinate with the Resource Manager to originate emergency procurements or to obtain such resources by lease, rental, borrowing, donation, or other means.*
- F. A major emergency or disaster may produce substantial property damage and debris requiring a lengthy recovery operation. In such incidents, it may be desirable to establish a Debris Removal Task Force to manage debris removal and disposal. The task force may continue to operate even after the EOC deactivates. See Appendix 2 for the organization and responsibilities of this element.
- G. Normal supervisors of public works and engineering personnel participating in emergency operations will exercise their usual supervisory responsibilities over assigned personnel, subject to NIMS span of control guidelines. Organized crews from other jurisdictions responding pursuant to inter-local agreements will normally operate under the direct supervision of their own supervisors. Individual volunteers will work under the supervision of the individual heading the team or crew to which they are assigned.
- H. The line of succession for the Public Works Officer is:
 - 1. Mayor
 - 2. City Manager
 - 3. Public Works Department/Office

VIII. READINESS LEVELS

A. Readiness Level IV - Normal Conditions

See the mitigation and preparedness activities in Section V.G.

B. Readiness Level III - Increased Readiness

- 1. Review plans and procedures.
- 2. Inform key public works and engineering personnel.
- 3. Monitor the situation.
- 4. Check equipment readiness and correct deficiencies.
- 5. Check emergency supply status and fill shortfalls.

C. Readiness Level II - High Readiness

- 1. Monitor the situation.
- 2. Alert personnel for possible emergency duty.

3. Increase short-term readiness of equipment if possible.
4. Review inter-local agreements and contracts for resource support and alert potential resource providers of possible emergency operations.
5. Identify personnel to staff the ICP and EOC.

D. Readiness Level I - Maximum Readiness.

1. Mobilize selected public works and engineering personnel.
2. Implement plans to protect government facilities and equipment.
3. Ensure equipment is loaded and fueled; consider precautionary deployment of resources.
4. Dispatch personnel to the ICP and EOC when activated.
5. Advise resource suppliers of situation.
6. Continue to monitor the situation.

IX. ADMINISTRATION & SUPPORT

A. Resource Support

1. A listing of local public works and engineering equipment is provided in Annex M, Resource Management.
2. Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts.
3. If the public works and engineering resources available locally, from other jurisdictions, and from businesses pursuant to contracts are insufficient to deal the emergency situation, assistance may be requested from the State. The [Gonzales County Judge/Gonzales Mayor] should approve requests for state aid, which should be forwarded to the Disaster District Committee (DDC) Chair in Austin. Cities must request resource support from their county before requesting assistance from the State in accordance with Section V.F of the Basic Plan.

B. Communications

The public works and engineering communications network is depicted in Appendix 1.

C. Key Facilities

A listing of key local facilities, providing a general priority for damage assessment, debris clearance, and repair, is contained in Annex G, Law Enforcement. The [IC/EMC/EOC Supervisor] shall determine the specific priority for public works and engineering work on each of these facilities in the aftermath of an emergency.

D. Reporting

In addition to reports that may be required by their parent organization, public works and engineering departments and agencies participating in emergency operations should provide appropriate situation reports to the IC, or if an incident command operation has not been established, to the EOC. The IC will forward periodic reports to the EOC. Pertinent information will be incorporated into the Initial Emergency Report and periodic Situation Reports. The essential elements of information for the Initial Emergency Report and the Situation Report are outlined in Appendices 2 and 3 to Annex N (Direction and Control).

E. Records

Expenses incurred in carrying out emergency response and recovery operations for certain hazards may be recoverable from the responsible party, insurers, or as a basis for requesting reimbursement for certain allowable costs from the state and/or federal government. Hence, all public works and engineering elements will maintain detailed records of labor, materials, equipment, contract services, and supplies consumed during large-scale emergency operations.

F. Post Incident Review

For large-scale emergency operations, the [Gonzales County Judge/Gonzales Mayor/City Manager/EMC] shall organize and conduct an after action critique of emergency operations in accordance with the guidance provided in Section IX.F of the Basic Plan. The After Action Report will serve as the basis for an Improvement Plan.

X. ANNEX DEVELOPMENT & MAINTENANCE

- A. The Gonzales County/Gonzales City Public Works Officer is responsible for developing and maintaining this annex.
- B. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.
- C. Departments and agencies assigned responsibilities in this annex will develop and maintain SOPs covering those responsibilities.

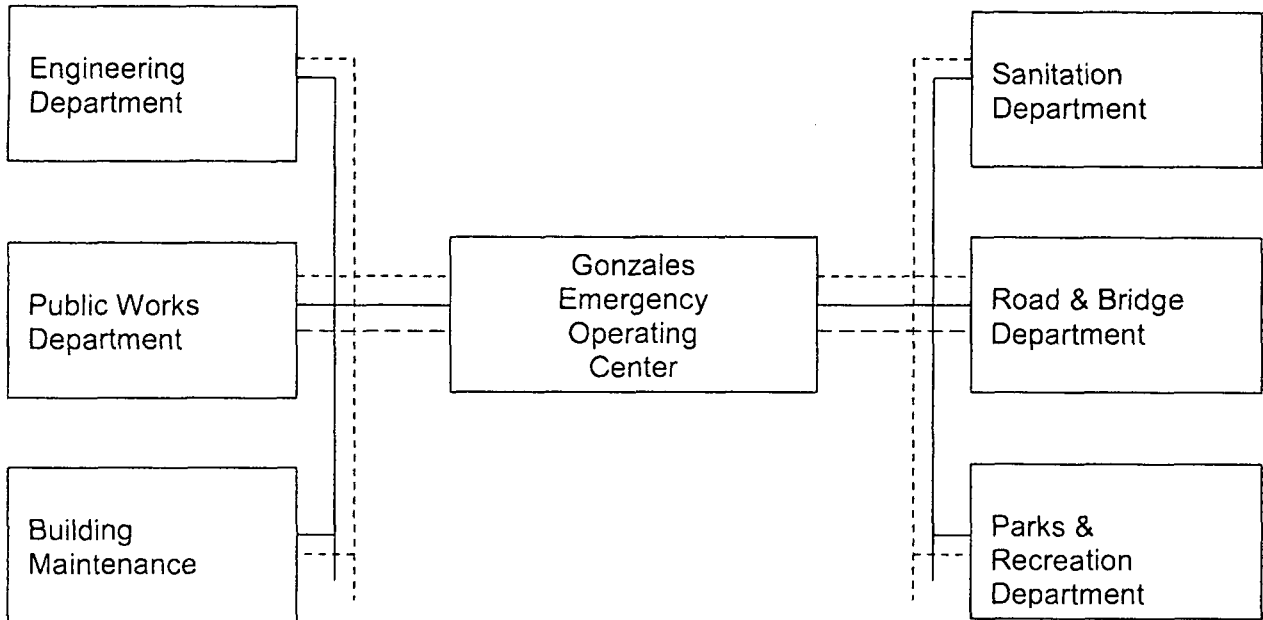
XI. REFERENCES

- A. DEM, Texas Disaster Recovery Manual.
- B. FEMA, Public Assistance Debris Management Guide (FEMA-325).
- C. FEMA, State and Local Guide for All-Hazard Emergency Operations Planning (SLG-101).
- D. FEMA, Reducing Losses in High Risk Flood Hazard Areas: A Guidebook for Local Officials (FEMA-116).

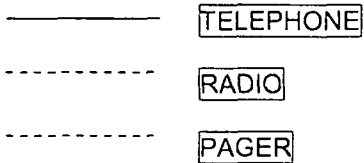
APPENDICES:

Appendix 1	Public Works & Engineering Communications Network
Appendix 2	Debris Management

PUBLIC WORKS & ENGINEERING COMMUNICATIONS NETWORK



LEGEND:



DEBRIS MANAGEMENT

1. Objectives

The objectives of debris management in the aftermath of an emergency are to:

- A. Reopen roads and provide access to facilities that provide essential government and population support services.
- B. Remove debris from public property.
- C. Assist citizens in removing debris from private property.
- D. Reduce the volume of debris going to disposal facilities to extend the life of those facilities and reduce costs.
- E. Ensure hazardous materials are segregated from other debris and properly disposed of.

2. Explanation of Terms

- A. Debris is the remains of things destroyed or damaged as a result of natural or technological disasters. Disaster debris may include yard waste, building materials, household items, personal property, hazardous household products, batteries, automobiles, boats, hazardous chemicals, spoiled food, dead animals, and other materials. Some types of debris pose a threat to health, safety, and the environment.
- B. Categorization of Debris. There are a variety of schemes for categorizing debris. In this appendix, the following categorization is used:
 - 1) Burnable Materials, which include:
 - a) Burnable Natural Debris – generally trees, shrubs, and vegetation
 - b) Burnable Construction and Demolition (C&D) Debris – wooden structural members and other wood products such as roof decking, siding, doors
 - 2) Non-burnable Debris – plastic, glass, metal, sheet rock, roofing shingles, carpet, tires, treated lumber, bricks, concrete, soil, and similar items. Household waste is a type of non-burnable debris.
 - 3) Hazardous Debris – industrial and household hazardous waste, paint, materials containing asbestos, batteries, petroleum products, agricultural chemicals, dead animals, and similar products.

3. Situation & Assumptions

A. Situation

- 1) The type and quantity of debris generated by an emergency situation is a function of the type of event, the location of impact, and the magnitude, intensity, and duration.
- 2) The quantity and type of debris generated, its location, and the size of the area over which it is spread affect the choice of removal and disposal methods, the costs incurred in doing so, and the time it will take to accomplish the task.

B. Assumptions

- 1) Emergency situations requiring debris removal may occur at any time.
- 2) Local government may have insufficient resources to remove debris created by a major emergency or disaster and accomplish other recovery tasks.
- 3) If local debris removal capabilities are insufficient, the chief elected official may issue a local disaster declaration and request State assistance in debris removal. If the local emergency situation is of such magnitude that the Governor requests a Presidential Disaster Declaration and such a declaration is approved, federal resources could become available.
- 4) For major emergencies or disasters, private contractors may be needed to collect, reduce the volume of, and dispose of debris.
- 5) Citizens should assist in removing debris from the immediate area of their homes and businesses, but will generally need government assistance in removing it for disposal.
- 6) Citizens are often willing to help their neighbors in removing debris. Proper public information can encourage such cooperative action, speeding up the process and reducing costs.

4. Concept of Operations

A. Phased Approach. Debris management shall be conducted in phases, including:

1) Phase 1 - Emergency Roadway Clearance

- a) Following a disaster, the top priority is to clear major roads and routes providing access to key population support facilities such as hospitals, to allow for the movement of emergency vehicles, resumption of critical services, and damage assessment. Emergency roadway clearance also facilitates the deployment of external response elements and delivery of emergency equipment and supplies. In initial roadway debris clearance, debris is normally pushed to the side of the road with no attempt to remove or dispose of it.
- b) Local government is responsible for clearing city streets, county roads, and their rights of way. The Texas Department of Transportation (TxDOT) is responsible for clearing state and federal highways and the rights of way for such highways along with debris disposal resulting from the clearing process.
- c) In this phase, crews equipped with chain saws will generally be required to cut up downed trees and heavy equipment will be needed to move the remains. If possible, heavy equipment used for moving debris should be equipped with protective cabs and all personnel should wear protective equipment. Fire hydrants, driveway cutouts, and utility valves should be left unobstructed.

- d) Electrical systems are often damaged by the same hazards that create substantial debris, public works and engineering crews may need to coordinate their efforts to remove debris with utility crews.

2) Phase 2 – Debris Removal and Disposal

a) Debris Removal from Public Property.

- (1) In the aftermath of a disaster, it may be necessary to remove debris from a variety of public property, including:

- (a) Roads and rights of way.
- (b) Government buildings, grounds, and parking lots.
- (c) Parks and recreation facilities.
- (d) Storm drainage systems and reservoirs.

- (2) If the emergency situation resulted in a Presidential Disaster Declaration, the expense of debris removal from public property may be partially reimbursed by the federal government if the debris must be removed to:

- (a) Eliminate immediate threats to life, public health and safety.
- (b) Eliminate immediate threats of significant damage to improved public or private property.
- (c) Ensure economic recovery of the affected community.

Large-scale debris removal and disposal operations can be extremely costly. It is vital to determine if federal assistance will be provided and the rules that apply to such assistance before commencing debris removal operations. See the DEM *Texas Disaster Recovery Manual* for further information.

- (3) State law provides that state resources may not be used to clear or remove debris from local public property unless the local government presents the State an unconditional authorization for removal.

b) Debris Removal from Private Property.

- (1) Debris removal from private property, including demolishing condemned structures, is generally the responsibility of the property owner, and the cost may be wholly or partly covered by insurance. If there has been a Presidential Disaster Declaration and debris on private property is so widespread that public health, safety, or the economic recovery is threatened, local government may be partially reimbursed for the cost of debris removal from private property. Local government normally has responsibility for picking up and disposing of debris from private property placed at the curb and bears the cost of that effort.

- (2) When the Governor has issued a disaster declaration for an emergency situation, § 418.023 of the Government Code law provides that state resources may be used to remove debris from private property. As a general rule, the property owner must authorize removal of debris, grant unrestricted access, and indemnify the state against any claim resulting from the removal.

As the Executive Order of the Governor Relating to Emergency Management provides that county judges and mayors who have issued a local disaster declaration may exercise the emergency powers of the Governor on an appropriate local scale, local governments may remove debris from private property subject to the same conditions cited above. Attachment 1 to this appendix provides a sample Debris Removal Access Agreement that should be used to meet statutory requirements.

B. Preparation for Debris Removal

Considerable time and labor can be saved in the debris removal process by sorting debris from public property and encouraging the public to sort debris from private property before it is picked up. A proactive public outreach program should advise the public of the actions they can take to facilitate pickup, including:

- 1) Sorting debris into categories – burnable natural debris, burnable construction and demolition debris, non-burnable debris, and potentially hazardous debris.
- 2) Placing sorted debris piles at curbside.
- 3) Keeping debris off roadways and away from fire hydrants and utility valves.
- 4) Disposing of household waste in normal refuse containers.

C. Estimating the Amount of Debris

In determining the means to be used to remove and dispose of debris, it is essential that local officials have a reasonable estimate of the amount of debris that must be removed and eventually disposed of. Attachment 3 to this appendix provides a methodology that may be used to estimate the amount of debris that must be removed.

D. Determining Debris Removal Strategy

- 1) After an estimate of the amount of debris that needs to be removed is made, options for removing the debris should be evaluated in terms of their cost and timeliness.
- 2) The general strategies for debris removal and processing are:
 - a) Removal and processing of debris by local government.
 - (1) Advantages:
 - Direct government control.
 - (2) Disadvantages:
 - Normally requires diversion of significant government resources from regular functions and makes them unavailable for other recovery tasks.
 - Speed of debris removal may be constrained by the government equipment and personnel available.
 - Local government may lack specialized equipment and skills needed to carry out all aspects of debris removal.
 - b) Removal and processing of debris by contractors.

(1) Advantages:

- Speed of debris removal may be increased by contracting for additional resources.
- If local contractors are used, may provide local economic benefit.

(2) Disadvantages:

- Requires detailed contracts.
- Requires extensive oversight and inspection.

c) Removal and processing of debris by a combination of local government and contractors.

- 3) If contractors are used, the disaster area should be divided into geographic sectors for control purposes and bids solicited based on the estimated quantity of debris in each sector. In defining sectors, it is desirable to group properties of like type, construction, and with similar vegetation together. This will also facilitate estimating the quantity of debris that needs to be removed.
- 4) Debris may be removed by one time collection of all debris at each property or using multiple passes to collect different types of material that have been pre-sorted by the property owner.

E. Establishing Temporary Debris Storage and Reduction (TDSR) Facilities.

- 1) The effective disposal of large quantities of disaster debris requires that suitable temporary storage and volume reduction facilities be established. Such facilities hold debris until it can be sorted, reduced in volume, and dispatched to an appropriate disposal facility. Sorting and volume reduction can significantly reduce the costs of disposing of debris and prevent potentially serious environmental problems.
- 2) Sorting. TDSR facilities sort debris and send it to the most appropriate facility for treatment or disposal. Sorting is needed to separate burnable from non-burnable materials and segregate hazardous products for disposal at authorized facilities and identify debris that can be burned, chipped or ground, recycled, or simply disposed of at a landfill without treatment.
- 3) The volume of debris can be greatly reduced by a variety of methods, including:
- a) Incineration. This method includes open burning, use of air curtain pit incineration (trench burners), or use of portable air curtain incinerators. Incineration of burnable debris typically reduces its volume by 95 percent.
- b) Chipping and grinding. Chipping and grinding is appropriate for clean, woody debris and typically reduces its volume by 75 percent. However, chipping and grinding normally costs as much as incineration and unless the resulting mulch can be disposed of without cost or at a profit, local government may incur additional costs to have the residual material hauled to a landfill.
- c) Recycling. Recycling debris may present an opportunity to reduce the overall cost of disposal. Metals, lumber, and soil are the most likely candidates for

recycling. Before local government attempts to operate a recycling operation, it is essential to determine if there is, in fact, a market for the materials sorted out in the recycling process; otherwise the output may simply have to be hauled to a landfill. Specialized contractors may be willing to undertake recycling, particularly if it involves large amounts of well sorted debris.

4) Site Selection

a) Criteria pertinent to selecting TDSR facilities are:

- (1) Preferably government-owned.
- (2) Large enough to accommodate a storage area, a sorting area, and volume reduction operations area(s).
- (3) Reasonable proximity to disaster areas and debris disposal sites.
- (4) Good road access.
- (5) Not in a residential area or in the vicinity of schools, churches, or other facilities with concentrations of population.
- (6) Not in an environmentally sensitive area, such as wetlands or a water well field.

b) Local landfills and possible local sites for TDSR facilities are described in Attachment 2 to this appendix. The selection of specific sites to be used for TDSR facilities will normally be made by a team of local, state, and, where appropriate, federal personnel, who are familiar with the local area and the specific environmental regulations governing such facilities. Attachment 3 to this appendix provides methods for determining space requirements for TDSR sites and estimating the quantity of debris that must be disposed of after processing.

F. Public Information and Instructions

- 1) In the aftermath of an emergency situation, the Public Information staff should provide the public detailed information on debris removal and disposal plans and procedures. Providing appropriate instructions to the public concerning debris removal can significantly reduce the time and costs involved. Public information on debris removal must start as soon as possible after the disaster – before people start moving and stacking large amounts of debris.
- 2) Public instructions should encourage citizens to:
 - a) Assist their neighbors, particularly the elderly or infirm, in removing debris.
 - b) Move debris to curbside for pickup.
 - c) Separate debris into the categories determined by local officials.
 - d) Keep debris piles away from fire hydrant and utility valves.
- 3) Public information should keep citizens advised of:
 - a) Debris pickup schedules and the system of pickup, if various types of debris will be picked up on different days.
 - b) Self help disposal guidelines for citizens and businesses that wish to haul their own debris to a debris storage area or landfill.

- 4) The normal methods of public information dissemination through the media should be used to provide information to the public. If loss of electric power has occurred, extra effort must be made to reach those without power using door hangers, flyers, signs, and, if necessary, door-to-door outreach.

G. Regulatory Issues and Technical Assistance

- 1) The Texas Commission on Environmental Quality (TCEQ) regulates the disposal of waste, including hazardous waste. TCEQ also issues emergency permits for debris incineration. Hence, the advice and assistance of TCEQ should be obtained in developing and implementing plans for debris disposal.
- 2) The Texas Department of State Health Services (DSHS) is the state agency responsible for ensuring food safety. The assistance of DSHS should be sought when there are questions regarding the safety of foodstuffs in damaged retail stores, warehouses, and processing facilities. DSHS has the authority to condemn unsafe foodstuffs so that they can be disposed of.
- 3) The Texas Animal Health Commission (TAHC) can provide advice and assistance regarding the disposition of dead animals. TAHC may also help identify stray live animals so they can be returned to their owners.

5. Organization

A. Phase 1 - Emergency Roadway Clearance

During Phase 1, our normal emergency organization as outlined in the Section VI.A of the Basic Plan and this annex should coordinate debris clearance operations. Debris clearance will normally be managed from the EOC. However, if debris is localized, an incident command operation may be established at the incident site to manage debris clearance.

B. Phase 2 - Debris Removal and Disposal

- 1) For small-scale debris removal and disposal operations, our normal emergency organization as outlined in the Basic Plan and this annex may coordinate debris removal and disposal.
- 2) For major emergencies or disasters that result in large volumes of debris, removal and disposal may have to continue for an extended period. For these situations, a Debris Management Task Force, consisting of personnel from those departments and agencies having the required expertise, shall be formed to manage debris removal and disposal operations. The Task Force should be comprised of personnel to perform the following functions:
 - a) Operations: Plan debris removal and processing, manage the use of government resources, and monitor the use of contract resources committed to the task.
 - b) Contracting & Procurement: Develop contracts for services and/or equipment, obtain bids, and award contracts.

- c) Legal: Contract review, manage authorizations for debris removal, and prepare legal documents for building condemnation and land acquisition.
- d) Administration: Provide supply, administrative, and accounting support.
- e) Engineering: Damage assessment, develop scopes of work and specifications for contracts, and prepare cost estimates.
- f) Public Information: Provide information and instructions relating to debris removal to the public.

It may be desirable to organize the Debris Management Task Force as an ICS operation under an Incident Commander.

- 3) If the government uses its own resources to remove debris, the primary role of the operations staff is to plan and supervise debris removal. If contractors will be removing debris, then the primary role of the operations staff is to monitor contractor work and ensure contract provisions are followed.

6. Task Assignments

A. Phase 1 - Emergency Roadway Clearance

Task assignments shall be as stated in Section VI.B of this annex.

B. Phase 2 - Debris Removal and Disposal Phase

Task assignments shall be determined by the Debris Management Task Force leader. General tasks of the various components of the Task Force are described in the Chapter 3 of the *FEMA Debris Management Guide* (FEMA-325).

Attachment 1

Debris Removal Access Agreement

I/We _____, the owner(s) of the property
commonly identified as _____,
(street address)
_____, State of Texas
(city/town) (county)

do hereby grant and give freely and without coercion, the right of access and entry to said property to the [County/City] of _____, its agencies, contractors, and subcontractors thereof, for the purpose of removing and cleaning any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this agreement is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the [City/County] of _____, State of Texas, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waiver any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have _____, have not _____)(will _____, will not _____) received any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this _____ day of _____ 20____.

Owner

Owner

Telephone No.

Address

Witness

Attachment 2

**Landfills
&
Potential Temporary Debris Storage and Reduction (TDSR) Sites**

1. Landfills

a. Name:

1) Address:

2) Operated by:

3) Estimated capacity remaining (cubic yards):

4) Estimated daily processing capacity:

5) Normal operating schedule:

6) Restrictions:

7) Fees:

8) Other Factors:

b. Name:

1) Address:

2) Operated by:

3) Estimated capacity remaining (cubic yards):

4) Estimated daily processing capacity:

5) Normal operating schedule:

6) Restrictions:

7) Fees:

8) Other Factors:

2. Possible TDSR Facilities

a. Name:

1) Address:

2) Owner:

3) Site size (acres):

4) Fenced?

5) Road access:

6) Neighbors:

7) Environmental concerns:

b. Name:

1) Address:

2) Owner:

3) Site size (acres):

4) Fenced?

5) Road access:

6) Neighbors:

7) Environmental concerns:

Attachment 3

Debris Estimation

This attachment contains the following tabs:

1. Tab A – Estimating Debris Quantity.

This tab includes two worksheets (Worksheet 1 and Worksheet 2) which outline a methodology that can be used to estimate the quantity of debris produced by a disaster. The methodology allows the user to estimate the debris in various geographic areas (sectors) and then sum the amount of debris in each sector to determine the overall volume of debris that must be dealt with. The sectors developed in this process can be used in operational planning and contracting. To the extent possible, sectors should be drawn to encompass areas with buildings of similar construction and vegetative cover.

[The methodology in this tab should not be used for hurricane debris; use the methodology in Tab E instead.]

2. Tab B – Estimating Debris Removal Time. This tab includes two worksheets (Worksheet 3 and Worksheet 4). The worksheets provide a methodology that can be used to estimate the time in days that it will take to remove specific quantities of debris given a known set of hauling resources and a reasonable estimate of the cycle time for those resources (time spent in pickup, hauling, unloading, and, waiting on one trip).

3. Tab C – Estimating Debris Disposal Quantity. Worksheet 5 outlines a method to determine the volume of debris that will have to be disposed of after sorting and volume reduction, given information on the composition of debris that must be disposed of. To utilize this methodology, you must remove a sample of debris in each sector and sort it to determine the characteristics of the debris from that sector. If the sample of debris is not representative of debris in the sector, this method will be inaccurate.

4. Tab D – Estimating Requirements for Debris Processing. Worksheet 6 can be used to estimate how much space will be required for temporary debris storage and reduction facilities. This worksheet is based on a US Army Corps of Engineers methodology.

5. Tab E – Estimating Hurricane Debris Quantity. Worksheet 7 can be used to estimate the quantity of debris produced by a hurricane. This worksheet is based on US Army Corps of Engineers methodology.

Tab A

ESTIMATING DEBRIS QUANTITY

Complete a separate Worksheet 1 for each Sector.
Transfer results from each Worksheet 1 to Worksheet 2.
CF = cubic feet & CY = cubic yards

Use Tab E for Estimating Hurricane Debris

WORKSHEET 1				
Sector:				
Description:		N = Number	M = Multiplier	CY = (N x M)
A. Homes (1800-2000 square feet)				
B. Mobile Homes				

C. Other Buildings	L = Length/ft	W = Width/ft	H = Height/ft	CF = (LxWxH)	CY = (CF/27) x.33
School Campuses					
GHS					
GJHS					
NA					
GE					
EA					
Subtotal [sum the right column]					

[illegible]

WORKSHEET 2	Sector A	Sector B	Sector C	Sector D
<i>Debris Volume Estimate (cubic yards/CY)</i>				
A. Homes [from Worksheet 1]				
B. Mobile Homes [from Worksheet 1]				
C. Other Buildings [from Worksheet 1]				
SD = Structural debris (A + B + C)				
V = Vegetation Multiplier [see note]				
ST = Subtotal (SD x V)				
D. Debris Piles [from Worksheet 1]				
E. SV = Sector Volume (ST + D)				
TOTAL [add entries in row E above]				

Note:

V= Vegetative Multiplier:

Vegetative Cover

V =

None

Light

Medium

Heavy

Tab B
ESTIMATING DEBRIS REMOVAL TIME

Worksheets 3 and 4 may be used to estimate the time it will take to remove a quantity of debris given information on the quantity and capacity of the hauling resources available and estimates of the cycle time for those resources. Cycle time is the time it takes a cargo truck to complete a round trip. Cycle time is computed by adding the time it takes to load a truck, the round-trip travel time between the loading point and the off-load point, unloading time, and any unproductive waiting time. This methodology will be most accurate if you use times observed during actual operations, not theoretical numbers.

WORKSHEET 3	Sector A	Sector B	Sector C	Sector D
A. Debris to be Removed in cubic yards (CY) from Worksheet 2 or 7				
Removal Cycle (all times in hours)				
B. Estimated loading time				
C. Estimated travel time (roundtrip)				
D. Estimated unload time				
E. Estimated waiting time				
F. Cycle time (B+C+D+E)				
G. Daily work period				
H. Cycles per day (G / F)				
Removal Time				
I. Capacity (CY) per cycle [Worksheet 4]				
J. Capacity (CY) per day [H x I]				
K. Days to Clear Sector [A / J]				
L. Days to Clear All Sectors [add entries in Row K above]				

WORKSHEET 4	A. Truck Capacity (CY)	B. Units Available	C. Group Capacity (AxB)
<i>Equipment</i>			
Dump Truck, Light			
Dump Truck, Medium			
Dump Truck, Heavy			
Capacity Per Cycle (CY) [sum the right column]			

Note: In estimating units available, it is essential to consider that some equipment may not operationally ready each day. Hence, an out-of-service factor based on local experience should be applied to obtain a realistic estimate of equipment available for use on a daily basis.

Tab C
ESTIMATING DEBRIS DISPOSAL QUANTITY

Worksheet 5 provides a method of estimating the volume of debris that will have to be disposed of after volume reduction. It requires taking a **sample of the debris in each sector** to determine the percent of burnable debris (B below), the percent of burnable C&D debris (C below), the percent of non-burnable debris (D below) broken down by recyclable materials (D-1) and other material (D-2), and the percent of hazardous debris. In taking a sample, it is desirable to include debris from at least 10 properties.

Worksheet 5	Sector 1	Sector 2	Sector 3	Sector 4
<i>Sample Debris Characteristics</i>				
A. Debris volume [from Worksheet 2]				
B. % Burnable Natural Debris				
C. % Burnable C&D Debris				
D. % Non-Burnable Debris				
D-1. Potentially Recyclable				
D-2. Landfill				
E. % Hazardous Debris				
<i>Disposal Volume (cubic yards)</i>				
F. Burnable Natural Debris (A x B)				
F-1. Amount to be chipped/ground ¹				
F-2. Amount to be burned				
G. Burnable C&D Debris (A x C)				
H. Total Burnable (F-2 + G)				
I. Volume for disposal after burning (H x .05)				
J. Volume for disposal after chipping or shredding (F-1 x .25)				
K. Non-Burnable Debris (A x D)				
L. Less Non-Burnables to be Recycled ²				
M. Volume of Non-Burnables for Disposal (K - L)				
N. Volume (Non-hazardous) for Landfill Disposal (I + J + M) ³				
N. Total for Landfill Disposal [add quantities in row N above]				
O. Volume for Hazmat Disposal (A x E)				
P. Total for Hazmat Disposal [add quantities in row O above]				

Notes:

1. Local officials need to decide how much debris to chip or grind instead of burning. The quantity should be based on a) the amount of chipped/ground wood that local government wants to retain for use as mulch and b) the amount that can be disposed of without cost or at some profit to landscape products firms. Since chipping and grinding costs approximately the same as burning and produces a higher volume of residue, there is little reason to chip and grind instead of burning if you also have to pay to have the resulting mulch hauled away.
2. This number should be based on the proportion of recyclable materials for which you can determine there is a ready market. Recycling materials for which there is no market simply leaves you sorted debris to haul to the landfill.
3. If mulch produced in the chipping and grinding operation is hauled away without cost, do not include it (Item J) in the equation because disposal of that material is no longer your problem.

Tab D
ESTIMATING REQUIREMENTS FOR DEBRIS STORAGE & PROCESSING SITES

This methodology may be used to determine the space required for debris storage and processing sites.

It assumes that:

1. Debris will be stacked 10 feet high.
2. 40 percent of a site will be used for storage; 60 percent will be used for sorting areas, separation between debris piles, roads, site buffers, and burn pits

WORKSHEET 6		
A. Debris Volume in cubic yards (CY) [From Worksheet 2 or 7]		
B. CY per acre assuming 10' stack height ¹		
C. Acres for debris storage only (A/B)		
D. Multiplier for processing, roads, & buffers		
E. Required facility area in acres ²		

Notes:

1. If you plan to use a stack height other than the typical 10 feet, use the following formula to compute CY per acre:

$$CY = (\text{stack height in feet} / 3) \times 4840$$

2. Where the area requirement is large, the requirement is generally satisfied by establishing several sites that, taken collectively, provided the needed area.

Tab E
ESTIMATING HURRICANE DEBRIS QUANTITY

Worksheet 7 may be used to estimate the quantity of debris that must be removed. This worksheet uses the formula $Q = H \times C \times V \times B \times S$, where:

- Q = the quantity of debris in cubic yards (CF)
H = the number of households
C = the storm factor in CY:
V = the vegetation characteristic multiplier:
B = the business/commercial use multiplier
S = the storm precipitation characteristic multiplier

WORKSHEET 7	Sector A	Sector B	Sector C	Sector D
<i>Debris Volume Estimate - Hurricane</i>				
1. H = households				
2. C = Storm category				
3. V = Vegetation multiplier				
4. B = Business/commercial multiplier				
5. S = Storm precipitation multiplier				
6. $Q = H \times C \times V \times B \times S$				
TOTAL (add columns in item 6 above)				

Notes:

1. H = Households. If you do not know the number of households, estimate the number by dividing the population of the area by 3.

2. C = Hurricane Category

Category	C =
1	2
2	8
3	26
4	50
5	80

3. V= Vegetative Multiplier

Vegetative Cover	V =
None	1
Light	1.1
Medium	1.3
Heavy	1.5

4. B = Business/Commercial
Density Multiplier

Density	B =
Light	1.0
Medium	1.2
Heavy	1.3

5. S = Storm Precipitation
Multiplier

Precipitation	S =
None to Light	1.0
Medium to Heavy	1.3

ANNEX P

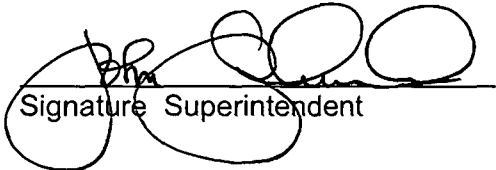
HAZARD MITIGATION

Gonzales ISD
Jurisdiction

APPROVAL & IMPLEMENTATION

Annex P

Hazard Mitigation


Signature Superintendent

9-8-2020
Date

Signature Assistant Superintendent

Date


Signature Director of Operations/Safety and Security

9-8-2020
Date


Signature Law Enforcement

9-9-2020
Date

Signature Mayor of City

Date

REMOVE THIS NOTE BEFORE AFFIXING SIGNATURES:

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual assigned primary responsibility for this emergency function will approve the annex by signing the first signature block with the second signature block for the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the annex may sign the annex.

ANNEX P

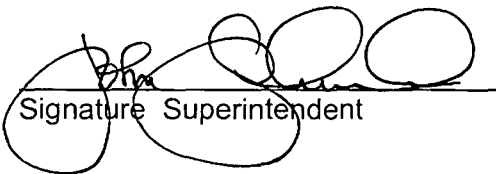
HAZARD MITIGATION

Gonzales ISD
Jurisdiction

APPROVAL & IMPLEMENTATION

Annex P

Hazard Mitigation


Signature Superintendent

9-8-2020
Date

Signature Assistant Superintendent

Date


Signature Director of Operations/Safety and Security

9-8-2020
Date


Signature Law Enforcement

9-9-2020
Date

Signature Mayor of City

Date

REMOVE THIS NOTE BEFORE AFFIXING SIGNATURES:

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual assigned primary responsibility for this emergency function will approve the annex by signing the first signature block with the second signature block for the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the annex may sign the annex.

C

III. EXPLANATION OF TERMS

A. Acronyms

AOR	Area of Responsibility
B/C	Benefit/Cost
DEM	Division of Emergency Management
FMA	Flood Mitigation Assistance Program
GIS	Geographical Information System
GPS	Global Positioning System
HMGP	Hazard Mitigation Grant Program
HMC	Hazard Mitigation Coordinator
HMT	Hazard Mitigation Team
MAP	Mitigation Action Plan
NFIP	National Flood Insurance Program
PA	Public Assistance (Program)
PDM	Pre-Disaster Mitigation Program
SOP	Standard Operating Procedures

B. Definitions

Appropriate Mitigation Measures. Mitigation actions that balance the cost of implementation against the potential cost of continued damages, if such measures are not taken. Mitigation measures should be less costly to implement than the damages they are intended to prevent. Floodplain management, acquisition of floodprone property, enhanced insurance coverage, and the adoption and enforcement of safe land use regulations and construction standards are considered as highly appropriate mitigation actions.

Area of Responsibility. The entire area covered by our comprehensive Emergency Management Plan that is: Gonzales ISD parameters

Benefit/Cost. The ratio between the cost of implementing a mitigation project versus the benefits (amount of future cost savings) potentially achieved. Projects funded under HMGP or PDM must have a B/C of 1 to 1 or greater.

Disaster. A hazard caused event that results in widespread or severe damage, injury or loss of life, property or resources, and exceeds the recovery capabilities of a jurisdiction. Disaster assistance provided by the Federal or State government is intended to supplement local government resources and so enhance recovery capabilities to achieve a speedy and efficient return to pre-incident conditions.

Disaster Resistant Community. A community-based initiative that seeks to reduce vulnerability to natural hazards for the entire designated area through mitigation actions. This approach requires cooperation between government agencies, volunteer groups, individuals, and the business sectors of a community to implement effective mitigation strategies.

Hazard Analysis. A document that provides a risk based quantitative method of determining mitigation and preparedness priorities and consists of a hazard assessment, vulnerability assessment, and risk assessment. A Hazard Analysis identifies vulnerabilities and risks within each sector of the community and is a living document that is reviewed and updated annually

Hazard Event. Any occurrence in which people and/or property are adversely affected by the consequences of a natural or man-made hazard.

Hazard Mitigation. Sustained actions taken to eliminate or reduce long-term risk to people and property from hazards and their effects. The goal of mitigation is to save lives and reduce damages to property, infrastructure, and the environment and, consequently to minimize the costs of future disaster response and recovery activities.

Hazard Mitigation Grants. There are three federal mitigation grant programs that provide federal cost-share funds to develop and implement vulnerability and risk reduction actions:

1. Flood Mitigation Assistance Program (FMA) – Provides pre-disaster grants to State and local governments for both planning and implementation of mitigation strategies. Each State is awarded a minimum level of funding that may be increased depending upon the number of National Flood Insurance Program (NFIP) policies in force and repetitive claims paid. Grant funds are made available from NFIP insurance premiums, and therefore are only available to communities participating in the NFIP.
2. Hazard Mitigation Grant Program (HMGP) – Authorized under Section 404 of the Stafford Act; provides funding for cost-effective post-disaster hazard mitigation projects that reduce the future potential of loss of life and property damage.
3. Pre-Disaster Mitigation Program (PDM) - Authorized by Section 203 of the Stafford Act as amended by the Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390). The PDM Program provides a means to fund pre-disaster hazard mitigation actions specifically designed to eliminate or reduce the consequences of future disasters. The PDM's focus is: (1) to prevent future losses of lives and property due to hazards and (2) to implement State or local hazard mitigation plans.

Local Hazard Mitigation Team (HMT). A multi-disciplined organization composed of representatives of mutually supporting organizations and agencies from local governments and the private, public and civic sectors. Members of the HMT, also referred to as the local "Team", meet regularly to evaluate hazards, identify strategies, coordinate resources and implement measures that will reduce the vulnerability of people and property to damage from hazards. The HMT is a partnership through which all governmental, public, civic and private sector entities come together to support and participate in activities to determine and implement methods, and commit resources to reduce the community's level of risk. Team membership is listed in Appendix 1 to this annex. The roles and responsibilities of each team member organization/agency are described in Section VI.B.3.b.

Mitigation Action Plan (MAP).

A document that outlines the nature and extent of vulnerability and risk from natural and man-made hazards present in a jurisdiction and describes the actions required to minimize the effects of those hazards. A mitigation action plan also describes how prioritized mitigation measures will be funded and when they will be implemented. The area of coverage for a MAP is based on commonly shared hazards, needs, and capabilities; plans may be prepared for a single city, as a countywide plan, or on a regional basis (prepared by a Council of Governments, a River Authority, or a coalition of several counties). MAPs must be formally adopted by city ordinance, Commissioners Court order, and/or joint resolution. DMA 2000 (Public Law 106-390) requires jurisdictions to have a FEMA-approved MAP or be

signatories to a regional plan not later than November 1, 2004, or they will not be eligible for mitigation grant funds for mitigation projects.

Public Assistance Program. For the purposes of this annex, this refers to disaster recovery grants authorized under Section 406 of the Stafford Act to repair the damages to public facilities following a major disaster declaration. PL 106-390 requires mitigation components be added to repair projects to reduce repetitive damages.

Risk Factors. A group of identifiable facts and assumptions concerning the impact of specific or associated hazards. An analysis of interrelated risk factors provides a means to determine the degree (magnitude) of risk produced by a particular hazard or an incident and, consequently, provides a means to determine the priority of mitigation planning and implementation activities. A sample listing of risk factors are as follows:

1. Number of previous events involving this hazard.
2. Probability of future events occurring that involves this hazard.
3. Number of people killed or injured during previous events and number of people potentially at risk from future events involving this hazard.
4. Damages to homes, businesses, public facilities, special-needs facilities, and unique historic or cultural resources, crops, livestock that have been caused by previous events or are potentially at risk from future events involving this hazard.
5. Capabilities and shortfalls of emergency management organization to effectively respond to emergency situations involving this hazard.
6. Recovery activities needed to return jurisdiction to pre-event status. The recovery process involves not only time requirements, but also the associated costs to repair damages, restore services, and return economic stability after occurrence of the event.

Sectoring. Dividing the community into manageable geographic segments for defining specific types of information concerning what is vulnerable and at risk in each sector. Sectioning facilitates mitigation and preparedness planning as well as response, search and rescue, and damage assessment operations.

Sustainable Development. Managed community growth that meets the needs of the present without jeopardizing the needs of future generations. Sustainable development considers the impact of hazards on the community in the years ahead.

IV. SITUATION & ASSUMPTIONS

A. Situation

1. Our current *Hazard Analysis* indicates we are vulnerable and at risk from hazards that have caused, or have the potential for causing, loss of lives, personal injuries, and/or

extensive property damage. We have suffered incidents, emergencies, and disasters in the past and are still vulnerable and at risk from future similar occurrences.

2. Our area of responsibility has been divided into [number] of sectors to facilitate the collection of vulnerability and risk data, and for conducting damage assessment operations.
3. Our local HMT has been appointed and is operational under the leadership of our Hazard Mitigation Coordinator (HMC).
4. Our Mitigation Action Plan (MAP) is a countywide plan. Our MAP meets state planning standards for mitigation and will be formally adopted by resolution approved by FEMA.

B. Assumptions

1. Exposure to risk from hazards exists whether or not an incident actually occurs.
2. The adverse impact of hazards can be directly affected by hazard mitigation actions accomplished prior to occurrence of an emergency situation. Effective post-event mitigation actions can also reduce the risk of repeat disasters.
3. Hazard mitigation planning and implementation activities are an on-going program/ process and are an integral and complimentary part of our comprehensive emergency management program.
4. Mitigation actions to save lives and reduce damages can be achieved through properly coordinated group efforts. These efforts will require the cooperation of various levels of government and will be enhanced by the involvement and partnership of talented individuals with expertise in varying disciplines from both the public and private sectors.
5. The effective, long-term reduction of risks is a goal and responsibility shared by all residents.

V. CONCEPT OF OPERATIONS

A. General

1. This annex is not intended to describe in detail all aspects of our mitigation program. The achievement of hazard mitigation objectives is a high governmental priority, and all departments will seek out and implement risk reduction measures.
2. The Hazard Mitigation Coordinator (HMC) is responsible for the coordination of all mitigation activities of this jurisdiction. To achieve mitigation objectives, the HMC will be assisted by a HMT composed of public and private sector partners that represent the local population.
3. The data collection process described in this annex provides a systematic means to identify hazards and assess their impact on this jurisdiction and will facilitate the development and maintenance of our local *Hazard Analysis* by the HMT.

4. The "Notice of Interest and Hazard Mitigation Team Report" (Appendix 3 to this annex) provides a means to develop a multi-disciplined, on-going mitigation planning and implementation process and facilitates the development and maintenance of our *Mitigation Action Plan* by the HMT. It also facilitates the development, and expedited submission of applications for mitigation grants to implement mitigation projects.
5. Consistent with capabilities, the Division of Emergency Management (DEM) and the State HMT will provide coordination, technical assistance, and guidance to help us achieve effective risk reduction objectives.
6. Our mitigation planning and implementation process is intended to facilitate the identification and implementation of appropriate mitigation actions. This process, in turn, facilitates the development of a joint federal, state, and local government partnership dedicated to the achievement of effective risk reduction objectives.
7. Consistent with capabilities, the HMC and members of the HMT will participate in appropriate training and exercises related to their hazard mitigation responsibilities.
8. Consistent with capabilities, we will utilize the most current information and guidance provided by DEM to include web-based assistance available via the Internet.

B. Overview of Mitigation Process

Hazard mitigation is an on-going process that begins with the establishment of a local based planning group referred to as the local HMT. The team's first job is development of the local *Hazard Analysis* that provides a means for prioritizing mitigation and preparedness needs based on levels of vulnerability and risk. The next step in the process is the development of our *Mitigation Action Plan* that defines specific mitigation measures designed to address the needs identified in the hazard analysis, to include actions that are to be taken, who will take them, how much they will cost, and how they will be funded. The next step is to implement the measures identified in the *Mitigation Action Plan* using a variety of funding sources identified through an on-going and active search for funding opportunities. The final step is to monitor and evaluate the effectiveness of implemented mitigation measures and to repeat the process-review and update the *Hazard Analysis* and the *Mitigation Action Plan*, continue the active search for funding opportunities, implement mitigation measures consistent with availability of funds, and monitor and evaluate their effectiveness.

C. Pre-Event and Post-Event Relationships.

1. General

Hazard mitigation activities are not only a response to an event and a known hazard, but are also an active search for ways to prevent or reduce the impact from newly discovered hazards. The mitigation process is long-term in nature and, therefore, is an on-going element of the emergency management program that directly influences preparedness, response, and recovery requirements. Mitigation activities can be initiated at any time, but are classified as either pre-event or post-event actions. These actions are not mutually exclusive and will be merged into a coordinated, continuous mitigation process.

2. Pre-Event Mitigation

Activities that take place prior to the occurrence of an emergency situation. This time frame provides a more relaxed atmosphere for the development and implementation of long-term, multi-hazard oriented mitigation measures. This time frame is preferred and is the most appropriate for reducing risks and potential damages.

3. Post-Event Mitigation

Activities that take place after an emergency situation has occurred and already adversely affected this jurisdiction. These activities are a response and are too late to prevent or reduce impacts already suffered. Heightened hazard awareness and a desire for speedy recovery, provide an emphasis for conducting mitigation activities during this time frame. Mitigation opportunities can be identified and implemented which can be very effective in reducing potential damages from future events.

D. Activities by Phases of Emergency Management

Hazard mitigation actions are an on-going process, and are more appropriately classified and associated with the time frames before, during, and after occurrence of an emergency situation caused by a hazard. The following is a sequenced set of actions that should be taken by the HMT during each time frame:

1. Pre-Event Period

- a. Develop and maintain *Hazard Analysis*.
- b. Develop and maintain hazard *Mitigation Action Plan*.
- c. Apply for grants and loans to conduct studies and implement mitigation projects.
- d. Conduct studies and implement mitigation projects.
- e. Provide vulnerability and risk data for use in community development planning, exercise design, emergency preparedness planning, and floodplain management.

2. Incident Response Period

- a. Assist decision makers and emergency responders better understand potential impact consequences and emergency response needs by providing detailed vulnerability and risk data for all sectors impacted or likely to be impacted by the incident.
- b. Assist decision makers and emergency responders answer "What if" questions through use of appropriate real-time and model based damage assessment tools such as DERC, HAZUS, and other programs.

3. Post-Incident Period

- a. Conduct site surveys to record damage "Footprint" and record and map high-water marks and other benchmarks to verify inputs and results of damage assessment tools. Inspect and evaluate effectiveness of previously implemented mitigation

measures. Evaluate accuracy of floodplain maps and studies and identify any mapping needs.

- b. Complete Hazard Mitigation Team Reports based on observations and findings from site inspections. Begin development of potential mitigation project application(s) based on team reports.
- c. Provide assistance to decision makers for prioritization of damage assessment operations, conducting substantial damage determinations, and preparation of request for a state and/or federal disaster declaration by providing detailed incident impact data.
- d. Provide assistance to state and federal mitigation team activities once a disaster is declared.
- e. Assist designated Local Project Officer(s) prepare and submit Hazard Mitigation Grant Program (HMGP) Notice of Interest(s) (NOIs), and application(s), and monitor Public Assistance (PA) projects for inclusion of mitigation components once a state or federal disaster is declared.
- f. Review Hazard Mitigation Team Reports and update hazard analysis and mitigation action plan.
- g. Assist designated Local Project Officer(s) in implementing projects and administer HMGP and other mitigation grant programs.

E. Local Hazard Mitigation Team

- 1. Members of the HMT provide a multi-disciplined, local capability to identify mitigation opportunities and implement mitigation measures in both a pre-event and post-event situation. [Our HMT has primary responsibility for mitigation activities for our jurisdiction, but also provides representatives to and actively participates in [countywide, regional] mitigation action planning.]
- 2. The HMT is not viewed as an organization with rigid membership and regular duties, but rather one of flexible membership whose makeup and duties are dependent upon the particular mitigation activity under consideration. This flexibility allows the HMC to tailor the group to meet the situation while insuring the involvement of appropriate individuals from the community.
- 3. The HMT are the local experts that understand local concerns, issues, and capabilities to achieve local mitigation goals and objectives. The HMT, under the leadership and coordination of the HMC, is collectively responsible for development, distribution, and maintenance of the local *Hazard Analysis, Mitigation Action Plan*, and this annex.
- 4. In the event of a Presidential or State Major Disaster Declaration for this jurisdiction, the HMC and Team will provide assistance to the federal and state HMT and will assist in conducting damage and effectiveness assessments, and the identification and implementation of appropriate hazard mitigation measures for the jurisdiction(s).

5. The HMC and the Team will also be responsible for providing assistance necessary for submission and administration of HMGP and PDM grants.

F. Local Hazard Analysis

Our *Hazard Analysis* was developed through a joint effort of our HMT [and our countywide, regional mitigation action planning partners]. It is a stand alone product consisting of maps, databases, charts, atlases, and other supporting documentation that is reviewed and updated at least annually by the HMC with assistance from the HMT. The analysis provides a risk-based quantitative method to prioritize mitigation and preparedness needs for the jurisdiction as a whole. Our analysis supplements the *State of Texas Hazard Analysis* and focuses on hazards and their impact to our area of responsibility. Our analysis has been distributed to all appropriate agencies/organizations, and additional copies are available from the HMC. [Some of the data in our *Hazard Analysis* was developed and provided through our partnership efforts in contributing to development of our [countywide, regional] mitigation action plan, and our data has been incorporated into our [countywide, regional] plan.]

G. Mitigation Action Plan

Our *Mitigation Action Plan* was developed through joint efforts of our HMT [and our [countywide, regional] mitigation action planning partners]. It is reviewed annually and updated at least every five years by the HMC with assistance from members of the HMT [and our partners]. Our mitigation action plan outlines our mitigation goals, our risk reduction strategy for each of the significant hazards that threaten our area of responsibility, and a discussion of on-going risk reduction activities. Our plan also details what is to be done, how much it will cost, who will be responsible for the action, how it will be funded, and provides an implementation schedule. It is an action plan for accomplishment of vulnerability and risk reduction measures for our area of responsibility. Our plan supplements, and is in concert with the *State of Texas Hazard Mitigation Plan*, and focuses on mitigation actions that affect our area of responsibility. Our plan meets state planning standards for mitigation (Planning Standards Checklist P), and Section 201 CFR 44 requirements, and has been approved by FEMA and adopted by [ordinance, court order, joint resolution]. Copies have been distributed to all appropriate agencies/organizations, and additional copies are available from the HMC.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES
--

A. Organization

1. Hazard mitigation is a function that requires the coordination of a variety of multi-disciplined on-going activities. The County Judge/Mayor as the Emergency Management Director, is responsible for the overall emergency management program, and has designated the [name of organization] as the agency with primary responsibility for hazard mitigation. For the ISD the Superintendent has been designated as the HMC and serves as the single manager/coordinator for this function for this jurisdiction.
2. The HMT consists primarily of representatives of local government, but also includes partners that represent industry and the private sector. Individual team members and functional areas of expertise are listed in Appendix 1 of this Annex. The HMT provides a pool of local people with skills in the wide variety of disciplines that may be required to achieve effective hazard mitigation objectives. The [County Judge/Mayor] appoints supporting agencies and organizations to provide representatives to the HMT, and the HMC serves as team leader and functional manager.

3. The HMT organization provides the flexibility to involve all team members in the problem solving process, or to involve only those team members who possess the specific skills needed to mitigate a hazard specific condition.
4. The County Judge/Mayor will designate individuals to serve as local applicant's project officer to administer Hazard Mitigation Grant Program (HMGP) applications and projects. The local project officer(s) will serve as the single point of contact for the jurisdiction and coordinate with designated state mitigation project officers.

B. Task Assignments

1. The County Judge/Mayor will:
 - a. Appoint an agency to exercise primary responsibility to coordinate hazard mitigation activities and an individual to serve as HMC.
 - b. Appoint support agencies and organizations to provide representation to the HMT.
 - c. Appoint local Project Officer(s) to administer HMGP and other mitigation applications and projects.
2. The Hazard Mitigation Coordinator will:
 - a. Coordinate all hazard mitigation related activities of this jurisdiction, to include development, distribution, and maintenance of the local *Hazard Analysis, Mitigation Action Plan*, and this annex.
 - b. Assist in selecting supporting agencies and individual members of the HMT, assign tasks, and manage the various activities of the team so as to accomplish mitigation functional responsibilities for the jurisdiction.
 - c. Insure development, distribution and retention of mitigation reports, records and associated correspondence, and manage implementation of appropriate mitigation measures.
 - d. Serve as point of contact and provide local assistance for federal, state, and [countywide, regional] level mitigation program and planning activities.
 - e. Develop Standard Operating Procedures (SOPs) for compiling information, determining priority of efforts, preparing reports, and monitoring implementation and effectiveness of mitigation measures.
 - f. Maintain this annex and insure that all component parts are updated and contain current data.
 - g. [Serve as or provide assistance to] the designated local Project Officer(s) responsible for administering mitigation program grants such as HMGP and PDM, and for reviewing PA projects for inclusion of appropriate mitigation measures.

- h. Conduct or assist in annual reviews and scheduled updates of countywide mitigation action plan.
 - i. Periodically review, download, and utilize the most current guidance material from the DEM website: www.txdps.state.tx.us/dem.
3. Hazard Mitigation Team members will:
- a. General
 - (1) Assist in the accomplishment of team objectives as assigned by the HMC.
 - (2) Provide technical assistance and functional expertise in disciplines as assigned in Appendix I of this Annex.
 - (3) Assist the HMC develop, distribute, and maintain the local *Hazard Analysis*, and this annex, and local Project Officer(s) administer mitigation program grants.
 - (4) Conduct or assist in annual reviews and scheduled updates of the [city, county, countywide, regional] mitigation action plan.
 - (5) Provide assistance to the designated local Project Officer(s) responsible for administering mitigation program grants such as HMGP and PDM.
 - b. [List each organization that is part of the team and indicate their role(s).]
4. Local Project Officer(s) will:
- a. Serve as single point of contact and administer HMGP, PDM, and other mitigation program applications and projects.
 - b. Coordinate with designated state mitigation project officer(s).

VII. DIRECTION & CONTROL

- A. The HMC will manage the activities of the HMT and coordinate all hazard mitigation related activities of this jurisdiction.
- B. Lines of Succession
 - 1. Lines of succession for the HMC will be in accordance with the Gonzales ISD Standard Operating Procedures (SOP).
 - 2. Lines of succession for HMT members will be in accordance with their parent organization's established SOP.
 - 3. The County Judge/City Mayor will appoint successors for unaffiliated individual team members.

VIII. INCREASED READINESS ACTIONS

IX. ADMINISTRATION & SUPPORT

A. Records and Reports

1. The Emergency Management Coordinator maintains records of previous hazard events and disaster declarations. These records contain data pertinent to risk factor analysis and, consequently, aid in determination of mitigation requirements. Risk factor analysis provides a means to determine significant levels of risk or significant hazard events that require initiation of a Hazard Mitigation Team Report.
2. A listing of mitigation-related documents on file pertaining to this jurisdiction is provided in Appendix 2 of this Annex. This is a listing of plans, programs, grants, regulations, studies, maps, etc., which address hazards or mitigation activities unique to this jurisdiction. Items listed may include flood control studies, levee improvement agreements, dam safety plans/guidance, local ordinances, flood mitigation plans, flood hazard boundary maps, flood insurance rate maps, drainage studies, Corps of Engineer Section 22 or feasibility studies, master drainage studies/plans, flood mitigation plans, etc. This record provides a listing of reference documents to be maintained and utilized as an aid to identify vulnerability and risks impacts and accomplish mitigation objectives.
3. The "Notice of Interest and Hazard Mitigation Team Report" provides a means to identify, record, and coordinate on going mitigation planning and implementation activities. The report is a management tool to facilitate the identification of mitigation opportunities and the development of an action plan and implementation schedule. The report is used to document mitigation opportunities discovered during the damage assessment process following occurrence of emergency situations, and also to document and facilitate the implementation of findings and recommendations identified in the *Hazard Analysis* or land use, development, flood control, or other special comprehensive studies. This report system also provides a means to increase inter-governmental participation in the mitigation process through exchange of ideas, technical assistance and guidance. This report is a component of our *Mitigation Action Plan*, and is also used to notify the state of our interest in applying for a mitigation program grant. This form may be found in Appendix 3 to this annex.
4. The instructions for completing the "Notice of Interest and Hazard Mitigation Team Report" are located in Tab A to Appendix 3 to this annex. The most current version of these instructions are also available as "Mitigation Job Aid #1" on the DEM website at www.txdps.state.tx.us/dem under "documents".
5. Additional reports to evaluate effectiveness and monitor long-term implementation measures will be prepared as needed. Records pertaining to loans and grant programs will be maintained in accordance with applicable program rules and regulations.

B. Release and Distribution of Information

1. Completed Hazard Mitigation Team Reports, the *Hazard Analysis*, and the *Mitigation Action Plan* will be presented to the chief elected official(s) and [city council(s), commissioners-courts] for review, approval, adoption, and implementation.

2. Completed reports, historical records and associated correspondence will be maintained and utilized as a management tool for the continued development of a mitigation strategy for this jurisdiction.

X. ANNEX DEVELOPMENT & MAINTENANCE

- A. The HMC has overall responsibility for the development and maintenance of all components of this annex, to include reports, records, SOPs, and associated correspondence files.
- B. The HMC, with assistance from the HMT and in conjunction with the Emergency Management Coordinator, will ensure that copies of this annex are distributed to all HMT members, all jurisdictions within our area of responsibility, the Division of Emergency Management, and other agencies/organizations as appropriate.

XI. REFERENCES

- A. Division of Emergency Management (DEM), *State of Texas Emergency Management Plan*.
- B. DEM, *State of Texas Hazard Analysis*
- C. DEM, *State of Texas Hazard Mitigation Plan*.
- D. DEM-21, *Mitigation Handbook*.
- E. Local Hazard Analysis, (date).
- F. Local Hazard Mitigation Action Plan, (date).

APPENDICES:

- 1 Hazard Mitigation Team
- 2 Mitigation Reference Records
- 3 Notice of Interest and Hazard Mitigation Team Report
Tab A - Mitigation Job Aid #1: Instructions for Completing the NOI/Hazard Mitigation Team Report

HAZARD MITIGATION TEAM

The implementation of effective hazard mitigation measures requires utilization of all resources available to this jurisdiction. Multi-disciplined, long-range mitigation planning requires a coordinated team of personnel with administrative, financial, and technical knowledge and expertise in a variety of functional areas that may be needed to achieve mitigation objectives. HMT supporting member agencies and organizations along with their functional areas of responsibility are listed in this appendix. Team members will provide assistance for hazard mitigation activities as required by the HMC. Team members have been selected for all functional areas that are applicable to this jurisdiction and which may require local expertise. Primary responsibility for Team members is to provide mitigation program services for all jurisdictions covered in our emergency management plan, but Team members are also responsible for coordinating and providing assistance to our partners for development, adoption, implementation, and maintenance of our mitigation action plan.

	Title/Agency	
Hazard Mitigation Coordinator	GISD-Superintendent	
Functional Responsibility		
Public Awareness/Education		
Emergency Preparedness and Response		
Disaster Recovery		
Floodplain Management		
Engineering Services		
Damage Assessment		
Volunteer Services		
Water Treatment		
Wastewater Treatment		
Drainage/Flood Control		
Public Health		
Legislative Representation/Liaison		
Building Codes and Permits		
Zoning Regulations		
Legal Services		
Development Planning		
Subdivision Regulations		
Fiscal/Funding Resources		
Tax Assessment		
Septic Tank/Sanitation Standards		
Environmental Protection		
Land Use Planning		
Property Condemnation		
Land Acquisition		
Historical Preservation		
Parks and Wildlife		
River Authority		
Levee/Seawall Management		
Dam Safety/Reservoir Management		
Coastal Zone Management	November 16, 2020 Council Packet 177 of 278	
Agricultural Recovery Programs		

Fire and Casualty Insurance	
Flood Insurance	
Wind Insurance	
Drainage District	
Citizen Group(s)	
Business/Industry	
Council of Government	
Data Processing Services	
Mapping Services	
GIS Services	
Grant Writing/Management	
Urban/Regional Planning	
Professional Group(s)	
Neighborhood Association(s)	
Chamber of Commerce	
Realtors	
Bankers/Lenders	

MITIGATION REFERENCE RECORDS

[Data below are examples]

	Title/Subject	Date	Prepared By	File Location
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

NOTICE OF INTEREST AND HAZARD MITIGATION TEAM REPORT

Jurisdiction: _____ County: _____ Date: _____

1. Hazard Mitigation Coordinator/Project Officer:

Phone#:

Fax#:

E-mail:

2. Impact Area:

3. Hazard Identification:

4. Incident Period:

5. Number of Previous Events Involving this Hazard:

6. Number of Residents at Risk from this Hazard:

7. Background and Discussion;

8. Hazard Mitigation Team Recommendations:

Work Element # 1

Mitigation Action: All Hazards Review

Advisory to conduct drill related to Chemical Spill O&G and the BYK Plant

Lead Agency: Gonzales ISD

Estimated Cost: No Cost

Funding Method:

Schedule:

CONTINUATION SHEET
(Use this and additional pages as needed to detail multiple work elements)

Work Element # <u> </u>
Mitigation Action:
Lead Agency:
Estimated Cost:
Funding Method:
Schedule:

Work Element # <u> </u>
Mitigation Action:
Lead Agency:
Estimated Cost:
Funding Method:
Schedule:

<p style="text-align: center;">MITIGATION JOB AID #1: INSTRUCTIONS FOR COMPLETING NOI/ MITIGATION TEAM REPORT</p>
--

A. General

The "Notice of Interest and Hazard Mitigation Team Report" discussed in Annex P is concerned with one basic goal: to assist in the identification and implementation of mitigation actions that will eliminate, or at least reduce, the potential for future losses.

The report is designed for use to conduct and record an initial survey of an impacted disaster area and facilitate the identification of causes and mitigation opportunities. The report provides the basis for development of a coordinated Mitigation Action Plan (MAP) and a Notice of Interest (NOI) to apply for federal and state funds to implement hazard mitigation actions.

The mitigation report is primarily a response action following a disaster or significant event, however, the process will also be used to document mitigation opportunities identified in findings or recommendations of special comprehensive studies, and for review and update of the *Hazard Analysis and Mitigation Action Plan*.

This report identifies mitigation opportunities and addresses them as work elements to be accomplished. The various work elements contained in the report constitute the actions necessary to reduce risk within the designated impact area. It is recommended that the report be prepared no later than 15 working days following a significant event. The report will also be prepared any time an analysis of risk factors indicates a significant level of risk, or opportunities for mitigation actions are identified. A separate report should be completed for each individual proposed mitigation project.

B. Following is an explanation of the components of the report:

Item

1. Hazard Mitigation Coordinator/Project Officer:

[Identify the person responsible for completing the report and serving as the single point of contact concerning the project. This person represents our jurisdiction and works directly with the state project officer to manage and administer this project.]

2. Impact Area:

[Identify area or areas impacted by incident/disaster- focus on affected area such as a specific sub division, a section of property along a creek or drainage ditch, or a specific structure such as a building or bridge or culvert etc. This could also identify a vulnerable area potentially at risk such as a designated hurricane risk area, floodway, floodplain, dam failure inundation zone, high erosion or subsidence area, vulnerability zone, etc.]

3. Hazard Identification:

[Identify specific hazard(s) addressed in this report. For example – severe thunderstorms with flooding from Hurricane Allen, wind damage from a tornado, dam failure and downstream flooding, surge flooding from hurricanes, etc.]

4. Incident Periods:

[Identify time(s) and date(s) of incident/disaster. If report is prepared prior to an incident/disaster, use "Pre-Incident Report" for this entry.]

5. Number of Previous Events Involving This Hazard:

[Identify the number of events caused by this hazard in the time frame for which records are available. For example, two (2) events in 1986, five (5) events from 1983 to present, etc.]

6. Number of Residents at Risk from this Hazard:

[Identify the number of people at risk in the above identified impact area, or the specific facility. Focus on information pertaining to the proposed problem and recommended actions -- include information such as number of families, housing units, and special needs population affected by incident, or at risk from a potential incident.]

7. Background and Discussion:

[Explain the problem and what benefits will be derived once problem is corrected]

[Briefly describe what happened, or what could possibly happen, and the real cause of the problem. A flood is a hazard, but what really caused it to flood this sub-division or this part of town, and why was it so bad this time? Perhaps drainage ditches overflowed because excessive vegetation impeded water flow, or flood control gates were rusty and inoperable, or increased run-off from new development has increased the area vulnerable to floods, etc. If possible, identify specific conditions that directly contributed to impact of incident/disaster]

[If this is a pre-event situation explain how the problem was identified and why it is important to resolve-explain the problem and how the recommended actions will correct it. If actions are to implement recommendations or findings in a hazard analysis, atlas, or other comprehensive study, identify and discuss the source documents-this will strengthen and reinforce the need to implement your recommend mitigation actions.]

8. Hazard Mitigation Team Recommendation:

Work Element #:

[This section of the report is a listing of specific step by step actions to be accomplished that will eliminate, or at least reduce the impact of this hazard. This section is essentially an implementation strategy of mitigation actions that will reduce risk and vulnerability levels within this impact area. Each "Work Element" is a numbered separate task that identifies a specific mitigation action along with a discussion of the means to be employed to accomplish the action. The number of work elements (i.e., mitigation

actions) developed for each report will be determined by the HMC and will be based on the nature of the hazard, and the complexity of the recommended solution.] Each work element is a proposed task to be accomplished to complete a single project. Each proposed project may have multiple work elements and each proposed project requires a separate team report.

a. Mitigation Action:

[Identify specific actions that, if accomplished, will reduce vulnerability and risk in the impact area. Actions should be listed in implementation sequence so they constitute a step by step action plan to achieve mitigation objectives. As an example, you may want to identify the number and value of structures at risk in a particular subdivision; and then apply for environmental and historical preservation clearances; and then develop a land use plan; and then determine availability of grants; and then invite property owners to participate; and then apply for a grant; etc. All of the actions are needed and collectively will provide a way to reduce vulnerabilities and risks. Most mitigation projects consist of a number of interrelated and coordinated mitigation actions accomplished through a step by step process.]

b. Lead Agency:

[Identify the local agency or organization that is best suited to accomplish this action. In most cases the organizations represented on the HMT will be ideally suited to accomplish specific mitigation actions.]

c. Cost of Action:

[Indicate what the cost will be to accomplish this action. This amount will, of course, have to be estimated until actual final dollar amounts can be determined.]

d. Funding Method:

[Indicate how the cost to complete the action will be funded. For example – funds may be provided from existing operating budgets, or from a previously established contingency fund, by voter endorsed bond action, or a cost sharing Federal or State grant, etc. Remember that various funding methods are available and that creative funding techniques may be necessary.]

e. Schedule:

[Indicate when action will begin, and when action is expected to be completed. Remember that some actions will require only a minimum amount of time, while others may require a long-term continuing effort.]

Template Color Legend

Red – Items annotated in red are required areas in order to comply with the National Incident Management System (NIMS) and the National Response Plan (NRP). **If there are no changes annotated in Red on the template**, your document is current, and your profile shows no deficiencies, you need not submit a new document. **In this situation, GDEM will automatically update your planning profile to show that the document is NIMS compliant.** The entire Emergency Management Plan must be NIMS compliant no later than September 30, 2006. If the document is not compliant, you may not be eligible for federal or state preparedness grants.

Blue – Items annotated in blue are changes you should consider making during the next update.

(Please remove this Legend from your cover page prior to submitting this document for review)

MEMORANDUM OF UNDERSTANDING OF

GONZALES INDEPENDENT SCHOOL DISTRICT, GONZALES COUNTY AND CITY OF GONZALES

WHEREAS, the Gonzales Independent School District is a public school system located in Gonzales, Texas and seeks to work in coordination with Gonzales County and the City of Gonzales to support school safety and emergency operations for the Gonzales Independent School District.

WHEREAS, at the time of signing of the Memorandum of Understanding ("Agreement"), the Gonzales Independent School District, Gonzales County and the City of Gonzales are operating under the authority of Government Code, Chapter 418 (Emergency Management), Government Code, Chapter 421 (Homeland Security), Government Code, Chapter 433 (State of Emergency), Government Code, Chapter 791 (Inter-Local Cooperation Contracts), Executive Order of the Governor Relating to Emergency Management, Executive Order of the Governor Relating to the National Incident Management System, Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management), The Texas Homeland Security Strategic Plan, 2010-2015, Section 3.2.4 Objective 2.4., TEC 37.108, Texas School Safety Standards, 2010.

WHEREAS, the Gonzales Independent School District, Gonzales County, and the City of Gonzales understand the importance of keeping students, staff and community populations safe from harm resulting from possible natural hazards or other hazards invoked by human threat and further understand that potential threat of harm to students, staff and community populations may require assistance beyond the capacity of the Gonzales Independent School District to render immediate and effective response.

WHEREAS, the Gonzales Independent School District, Gonzales County, and the City of Gonzales will facilitate interactive response in emergency operations including preparedness, mitigation, response and recovery and agree that this memorandum of understanding is in the best interest of students, staff and community populations for protection of life and property by expanding capabilities in preparedness and planning, training, communications, and shared resources in any emergency matter.

NOW, THEREFORE, Gonzales Independent School District, Gonzales County, and the City of Gonzales agree as follows:

A. Agreement of Memorandum of Understanding

By signing this Memorandum of Understanding Agreement, (interlocal agreement), the Gonzales Independent School District, Gonzales County, and the City of Gonzales agree to comply with the provisions set forth.

B. Preparedness/Training

The Gonzales Independent School District, Gonzales County, and the City of Gonzales shall follow the Emergency Operations Plan for Gonzales Independent School District set forth by the Texas

Unified School Safety and Security Standards authorized by the Texas Education Code 37.201 *et seq.*
The Gonzales Independent School District shall:

- provide Gonzales County, and the City of Gonzales with a copy of the Emergency Operations Plan.
- coordinate with local law enforcement, fire departments and emergency medical services
- Follow and implement training guidelines according to the Texas School Safety Center recommendations.

Gonzales County and the City of Gonzales shall:

- review and understand the plan.
- Provide feedback and recommendations for improvement of the plan based on their professional experience and training.

Both Parties shall send appropriate representatives to attend training in communications, Introduction to the Incident Command System for Schools, ICS Single Resources and Initial Action Incidents, and ICS 700 NIMS an Introduction offered free of charge at the Texas School Safety Center website <http://training.fema.gov/EMI/Web/IS/ISD100SCa.asp> The training shall be completed by December 2019.

Nothing will preclude the Gonzales Independent School District, Gonzales County or the City of Gonzales from following additional procedures as particular situations may require.

C. Emergency Operations Coordination

Gonzales County and the City of Gonzales shall provide sufficient resources or actions to render aid in emergency situations in compliance with the Emergency Operations Plan, attached hereto as Exhibit 1.

The Gonzales Independent School District shall cooperate and coordinate with Gonzales County and the City of Gonzales in the event of an emergency.

D. Communications

Gonzales Independent School District, Gonzales County, and the City of Gonzales shall:

- Participate in annual trainings in emergency management communications.
- Coordinate means and methods of communication in an effective and efficient manner including but not limited to radio transmissions, cellular communications, electronic communications, and face to face communications.
- Ensure compliance with all applicable laws regarding confidentiality of student information and records.

The Parties shall individually be responsible for the costs of any and all trainings required under this section as well as for any and all communications devices. Nothing in this section prohibits the parties from jointly or individually applying for grants or other funds to provide a funding source for communication devices or training.

E. Entire Agreement


The parties agree that this is the complete agreement between the parties and that any modifications to the agreement must be in writing and signed by all the parties thereto.

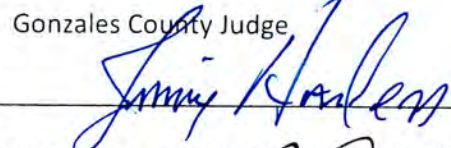
F. Effective Date

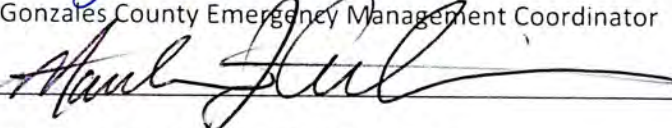
This agreement becomes effective upon the date of the signature of both parties.

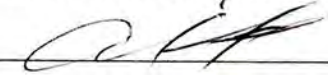
AGREED AND SIGNED:


By: 
Superintendent, Gonzales Independent School District

By: 
Gonzales County Judge


By: 
Gonzales County Emergency Management Coordinator

By: 
Gonzales County Sheriff's Department

By: 
Gonzales County EMS

By: 
Gonzales Mayor

By: 
Gonzales City Manager

By: 
Gonzales Chief of Police

By: 
Gonzales Fire Marshall

By: Patty Stewart, CEO

Gonzales Healthcare Systems

By: _____

Gonzales Healthcare Systems

By: Keith Schick _____

Gonzales Fire Chief

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action
Approving Ordinance #2020-24 Closing and
Abandoning an unopened city street (Center
Street) generally located east of Moore Street
Approximately 150 feet North of St. Lawrence
and Authorizing the City Manager to Execute
Associated Deeds and Contracts.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

Marilyn Schmidt, the property owner at 1203 St Lawrence, has been trying to sell her house for several months, but has been unable to due to a garage being constructed on an unopened street that runs through her property. Staff has worked with Ms. Schmidt to find the best solution to the matter. A survey of the unopened street and an appraisal of the 0.064 acres that Ms. Schmidt is requesting be abandoned has been prepared. The appraisal establishes a value of \$2,091 for the requested 0.064 acres. Since the garage is located at the entrance to the unopened street (see attached exhibit) and the identified Davis Street is actually the location of Tinsley Creek, the City will no longer have access to the portion of the unopened street between Ms. Schmidt's property and the creek. This resulted in the need to survey the entirety of the unopened street, beyond the boundaries of Ms. Schmidt's requested purchase area so the City can abandon the remainder as well. Ms. Schmidt bore the cost of surveying the length of the unopened street, which would have cost the City between \$2,500 - \$3,000. In consideration of the additional cost, Staff is asking that the 0.064 acres be abandoned to Ms. Schmidt for no additional fees as the survey served a public purpose.

Staff is seeking direction from the City Council on how to move forward with the remaining portion of unopened street.

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

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

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

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

Had the City surveyed the unopened street, the cost would have been between \$2,500 - \$3,000. Ms. Schmidt bore the surveying costs and is seeking ownership of the land in exchange for the surveying cost. Ultimately, there will be a positive fiscal impact realized as the City will be able to collect property taxes on the garage.

ATTACHMENTS:

Abandonment Ordinance
Exhibit
Appraisal

STAFF RECOMMENDATION:

Staff respectfully requests City Council take the action deemed appropriate.

ORDINANCE NO. 2020-24

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

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

WHEREAS, the Street found within the property described in the attached **Exhibit A** from the Official Public Records of Gonzales County (hereinafter the “Street”) is an unimproved street; and,

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

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

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

WHEREAS, the Charter of the City of Gonzales provides that the city shall have all powers granted to municipalities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers. The Charter prohibits the sale of public squares and avenues; and,

WHEREAS, the Street has not been identified as a public square or avenue.

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

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

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

Section 3. That the City Council finds that the property is not part of a public square or avenue for the purposes of Section 2.01 of the Gonzales City Charter.

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

Section 4. That the City Manager is authorized to execute any appropriate contracts or deeds to Marilyn Schmidt for the property described in **Exhibit B**.

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

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

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

PASSED, APPROVED and ADOPTED by the City Council of the City of Gonzales, Texas, on this 16th day of November 2020.

CITY OF GONZALES

Connie Kacir, Mayor

ATTEST:

Kristi Gilbert, City Secretary

EXHIBIT A
DESCRIPTION OF LAND CONTAINING UNOPENED STREET TO BE ABANDONED

S20-254CenterStreet

Being all that certain tract of 0.229 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being all of Center Street lying within Block No. 1, King's Eighth Addition, an addition to the town of Gonzales, recorded in Volume 87, Page 247, of the Gonzales County Deed Records, intended to be described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) at the west corner of said Center Street, the same being the south corner of a 0.030 acre tract of land surveyed but not yet of record, being the portion of a tract of land described in General Warranty Deed dated December 18, 2016, executed by Rose Springs to Marilyn Schmidt, recorded in Volume 1255, Page 111, of the Official Records of Gonzales County, lying on the north side of said Center Street, and at the southwest corner of Lot No. 6 in said King's Eighth, the same being in the west line of said Block No. 1, and the east line of Moore Street, for the west corner of this tract or parcel of land hereby intended to be described;

THENCE along the northwest line of said Center Street and the southeast line of said 0.030 acre tract, and said Lot No. 6 at 71.83 feet, crossing the southeast corner of said Lot No. 6, and the southwest corner of Lot No. 7, in said King's Eighth, and continuing along the southeast line of said Lot No. 7, at 100.00 feet, crossing a 5/8 inch iron rod set at the east corner of said 0.030 acre tract of land and at the southwest corner of a the residue of a tract of land described in instrument dated May 1, 1928, executed by Esther Konecny and L. A. Konecny to Boyce Penrod, recorded in Volume 139, Page 403, of the Gonzales County Deed Records, and continuing along the south line of said Penrod tract, at 142.76 feet, crossing the southeast corner of said Lot No. 7, and the southwest corner of Lot No. 8 in said King's Eighth, and continuing along the southeast line of said Lot No. 8, at 209.98 feet, crossing a 5/8 inch iron rod found 0.4 foot above ground in said line, at 215.54 feet, crossing a 3/4 inch iron pipe found 0.4 foot below ground at the southeast corner of said Penrod tract, and at said Lot No. 8, and the southwest corner of a tract of land described in Warranty Deed dated October 24, 2011, executed by Carmen Zuniga to Jorge Huerta and Juana Mayra Luna, recorded in Volume 1068, Page 62, of the Official Records of Gonzales County, the same being the southwest corner of Lot No. 9 in said King's Eighth, and continuing along the southeast line of said Huerta tract and said Lot No. 9, at 287.32 feet, crossing the southeast corner of said Huerta tract, and said Lot No. 9 and the southwest corner of a tract of land described as TRACT ONE in Warranty Deed dated August 19, 2002, executed by Betty Nesbitt and Jimmy Nesbitt to Jose Reyes, recorded in Volume 872, Page 989, of the Official Records of Gonzales County, the same being the southwest corner of Lot No. 10, in said King's Eighth, and continuing along the southeast line of said Reyes tract, and said Lot No. 10, in all a distance of 359.19 feet to a 5/8 inch iron rod set at the southeast corner of said Reyes tract, and said Lot No. 10, the same being the east line of said Block No. 1 and the west line of David Street (unopened 55.55' wide), for the north corner of this tract or parcel of land hereby intended to be described;

THENCE South 20° 00' 00" East 27.77 feet along the northeast line of said Center Street and said Block No. 1, and the southwest line of said Davis Street, to a 5/8 inch iron rod set at the east corner of said Center Street, the same being at the north corner of a 0.568 acre tract of land described in General Warranty Deed dated March 27, 2019, executed by Sage Capital Bank to Kenneth Todd Bright, recorded in Volume 1306, Page 743, of the Official Records of Gonzales County, the same being the north corner of Lot No. 5, in said King's Eighth, for the east corner of this tract or parcel of land hereby intended to be described;

THENCE South 70° 00' 00" West along the southeast line of said Center Street, and the northwest line of said Bright tract and said Lot No. 5, at 71.83 feet crossing the west corner of said Lot No. 5 and the north corner of Lot No. 4, in said King's Eighth, and continuing along the northwest line of said Lot No. 4, at 143.66 feet, crossing the west corner of said Lot No. 4 and the east corner of Lot 3 in said King's Eighth, and continuing along the northwest line of said Lot 3, at 159.81 feet, crossing a 3/4 inch iron pipe found at the west corner of said Bright tract, and at the north corner of a 0.347 acre tract of land described in Warranty Deed dated July 13, 1999, executed by Sammie E. Glass and Sally Glass to

Martin San Miguel, Jr. and Rita San Miguel, recorded in Volume 820, Page 258, of the Official Records of Gonzales County, and continuing along the northwest line of said San Miguel tract, at 215.49 feet, crossing the west corner of said Lot No. 3 and the north corner of said Lot No. 2 in said King's Eighth, and continuing along the northwest line of said Lot No. 2, at 259.19 feet, crossing a 5/8 inch iron rod set at the west corner of said San Miguel tract, and at the north corner of a 0.351 acre tract of land surveyed but not yet of record, being a portion of said Schmidt tract, and continuing along the northwest line of said 0.351 acre tract, at 332.02 feet, crossing the west corner of said Lot No. 2 and the north corner of Lot No. 1, in said King's Eighth, and continuing along the northwest line of said Lot No. 1, in all a distance of 359.19 feet to a railroad spike set at the southwest corner of said Center Street, and at the west corner of said 0.351 acre tract, and said Lot No. 1, and in the northeast line of said Moore Street, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 20° 00' 00" West 27.77 feet along the southwest line of said Center Street and the northeast line of said Moore Street, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S20-254, dated September 22, 2020.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.



SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397



EXHIBIT B
DESCRIPTION OF LAND CONTAINING STREET TO BE DEEDED TO MARILYN SCHMIDT

S20-254CenterStreetWestPortion

Being all that certain tract of 0.064 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of Center Street, lying within Block No. 1, King's Eighth Addition, an addition to the town of Gonzales, recorded in Volume 87, Page 247, of the Gonzales County Deed Records, intended to be described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) at the west corner of said Center Street, the same being the south corner of a 0.030 acre tract of land surveyed but not yet of record, being the portion of a tract of land described in General Warranty Deed dated December 18, 2016, executed by Rose Springs to Marilyn Schmidt, recorded in Volume 1255, Page 111, of the Official Records of Gonzales County, lying on the north side of said Center Street, and at the southwest corner of Lot No. 6 in said King's Eighth, the same being in the west line of said Block No. 1, and the east line of Moore Street, for the west corner of this tract or parcel of land hereby intended to be described;

THENCE North 70° 00' 00" East along the northwest line of said Center Street and the southeast line of said 0.030 acre tract, and said Lot No. 6 at 71.83 feet, crossing the southeast corner of said Lot No. 6, and the southwest corner of Lot No. 7, in said King's Eighth, and continuing along the southeast line of said Lot No. 7, in all a distance of 100.00 feet to a 5/8 inch iron rod set at the east corner of said 0.030 acre tract, and at the southwest corner of a the residue of a tract of land described in instrument dated May 1, 1928, executed by Esther Konecny and L. A. Konecny to Boyce Penrod, recorded in Volume 139, Page 403, of the Gonzales County Deed Records, for the northeast corner of this tract or parcel of land hereby intended to be described;

THENCE entering said Center Street, South 20° 00' 00" East 27.77 feet to a 5/8 inch iron rod set in the south line of said Center Street, the same being the northeast corner of a 0.351 acre tract of land surveyed by not yet of record, and in the northwest line of Lot No. 2, in said King's Eighth, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 70° 00' 00" West along the southeast line of said Center Street and the northwest line of said 0.351 acre tract, and said Lot No. 2, at 28.17 feet crossing the west corner of said Lot No. 2, and the north corner of Lot No. 1, in said King's Eighth, and continuing along the northwest line of said Lot No. 1, in all a distance of 100.00 feet to a railroad spike set at the southwest corner of said Center Street and the northwest corner of said 0.351 acre tract, and said Lot No. 1, and in the northeast line of said Moore Street, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 20° 00' 00" West 27.77 feet along the southwest line of said Center Street and the northeast line of said Moore Street, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S20-254, dated September 22, 2020.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.



SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397



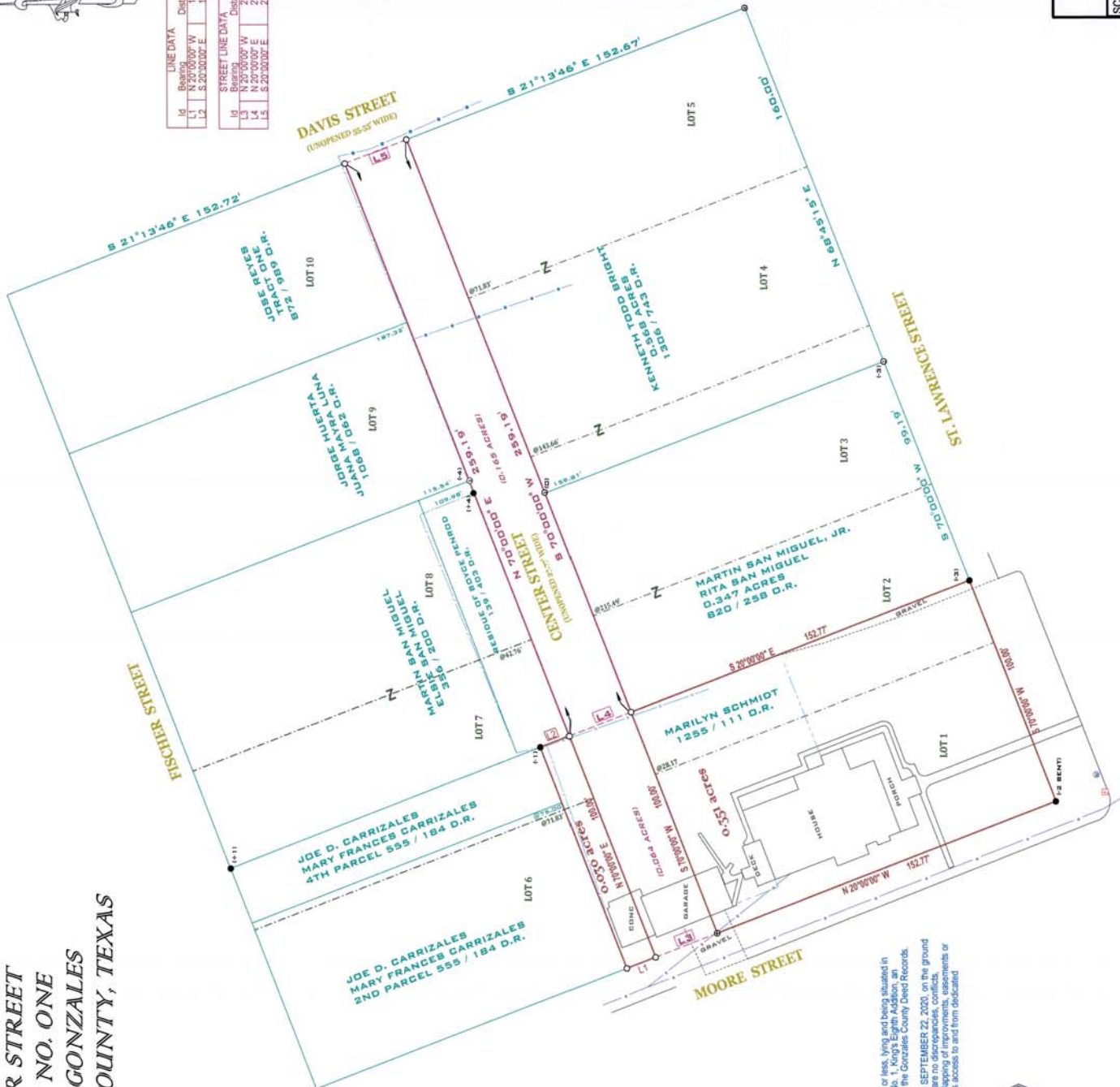
LEGEND

●	5" IRON ROD FOUND
⦿	RAILROAD SPIKE SET
②	1" IRON PIPE FOUND
③	3/4" IRON PIPE FOUND
④	RAILROAD SPIKE FOUND
○	5" IRON ROD SET W/ RED PLASTIC CAP MARKED GONZALES FIRST SHOT SURV
⊕	WATER METER
⬮	FIRE HYDRANT
— — —	ELECTRIC LINE
— — —	BOARD FENCE
— — —	WIRE FENCE
— — —	METAL FENCE
— — —	CHAIN LINK FENCE
D.R.	DEED RECORDS
O.R.	OFFICIAL RECORDS

**NOTE: ALL FOUND MONUMENTS DESCRIBED
WITH HEIGHT ABOVE GROUND OR BELOW
GROUND INDICATED WITH A # 0, OR +/-**

LINE DATA		
Id	Bearing	Distance
L1	N 20°00'00" W	13.00'
L2	S 20°00'00" E	13.00'

D.R. DEED RECORDS
O.R. OFFICIAL RECORDS

[illegible]

0 of 2

GONZALES FIRST SHOT SURVEYING, L.L.C.
403 S. GEORGE STREET
GONZALES, TEXAS 78629
830-672-6585 FIRM# 10172000

830-6/2-6585	FIRM# 10172000
SCALE: 1" = 30'	DATE: 09/22/20
DRAWN: GAB	CHECKED:
	SIZE: 18x24
	JOB: S20-25

APPRAISAL OF REAL PROPERTY

LOCATED AT

Abandoned - Center Street
Gonzales, TX 78629

0.064 acre, Center Street lying within Block No. 1, King's Eighth Addition, Gonzales County, Texas

FOR

Marilyn Schmidt
14210 Wadebridge, Houston, TX 77015

OPINION OF VALUE

2,091

AS OF

October 22, 2020

BY

Menn and Associates
500 State Highway 46 South
Seguin, TX 78155
830-379-8651

LAND APPRAISAL REPORT

File No. 20-1-9

SUBJECT	Borrower	Census Tract 0003.00		Map Reference	
	Property Address	Abandoned Center Street			
	City Gonzales	County Gonzales	State TX	Zip Code 78629	
	Legal Description	0.064 acre, Center Street lying within Block No. 1, King's Eighth Addition, Gonzales County, Texas			
NEIGHBORHOOD	Sale Price \$ N/A	Date of Sale N/A	Loan Term N/A yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD	
	Actual Real Estate Taxes \$ N/A	(yr)	Loan charges to be paid by seller \$	Other sales concessions	
	Lender/Client Marilyn Schmidt	Address 14210 Wadebridge, Houston, TX 77015			
	Occupant City of Gonzales	Appraiser Menn and Associates	Instructions to Appraiser Appraise Abandoned Street		
	Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Good Avg. Fair Poor		
	Built Up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%	Employment Stability <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
	Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow	Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply	Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Marketing Time <input type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 4-6 Mos. <input checked="" type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
SITE	Present 75 % One-Unit % 2-4 Unit % Apts. % Condo 5 % Commercial	Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Land Use % Industrial % Vacant 20 % Vacant Land	Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Change in Present Land Use <input type="checkbox"/> Not Likely <input checked="" type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*)	Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant 5 % Vacant	Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	One-Unit Price Range \$ 25,000 to \$ 150,000 Predominant Value \$ 50,000	Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	One-Unit Age Range 5 yrs. to 50 yrs. Predominant Age 25 yrs.	General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject property is located within the city of Gonzales, Texas, this property is an abandoned city street with the only access from the adjoining properties. The area is primarily single family residences in fair to average condition, most of the homes are site built. Schools are located within Gonzales I.S.D., while shopping and employment can be found in Gonzales and surrounding areas.				
	Dimensions Various - See Plat = 0.064 acre <input type="checkbox"/> Corner Lot	Present Improvements <input type="checkbox"/> Do <input type="checkbox"/> Do Not Conform to Zoning Regulations			
	Zoning Classification Single Family Residence				
Highest and Best Use <input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Other (specify)					
Elec. <input type="checkbox"/> City	OFF SITE IMPROVEMENTS				
Gas <input type="checkbox"/> City	Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private				
Water <input type="checkbox"/> City	Surface Asphalt				
San. Sewer <input type="checkbox"/> City	Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private				
<input type="checkbox"/> Underground Elect. & Tel.	<input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter				
	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights				
MARKET DATA ANALYSIS	Topo Average	Is the property located in a FEMA Special Flood Hazard Area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
	Size Below Average				
	Shape Rectangular				
	View Average-Residential				
	Drainage Appears Adequate into city street				
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) There appears to be a garage constructed on the property which is owned by the adjoining land owner. According to FIRM Flood Plain Map No. 48177C0240D, Gonzales County, Texas, the subject property does appear to be situated within the 100 year flood plain. A copy of the flood plain map is found within the appraisal report.				
	The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.				
	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
	Address	Abandoned Center St Gonzales, TX 78629	Peach St Gonzales, TX 78629	College St Gonzales, TX 78629	930 Ainsworth St Gonzales, TX 78629
	Proximity to Subject		0.50 mile West	0.50 mile Northwest	0.50 mile West
Sales Price	\$ N/A	\$ 1.22/sf	\$ 2.68/sf	\$ 1.20/sf	
Price \$/Sq. Ft.	\$	\$ 21,000	\$ 30,000	\$ 6,500	
Data Source(s)	Examination	DR, Realtor & Appraisal District	DR, Realtor & Appraisal District	DR, Realtor & Appraisal District	
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	
Date of Sale/Time Adj.	N/A	9-16-20	7-16-19	5-2-19	
Location	Average	Average	Average	Average	
Site/View	0.064ac/2,788sf	0.396ac/17,250sf	0.257ac/11,195sf	0.124ac/5,401sf	
Improvements	NoValue-AdjLdOwn	None	None	None	
Utilities	Available	Available	Available	Available	
Flood Plain	100 yr Flood Plain	None	None	100 yr Flood Plain	
Access	Moore Street	Peach Street	College Street	Ainsworth Street	
Sales or Financing		Cash	Cash	Cash	
Concessions					
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0.06	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -0.13	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0.12	
Indicated Value of Subject		\$ 1.28	\$ 2.55	\$ 1.32	
Comments on Market Data The comparable sales are most similar in type, size and market appeal in the area. The market values ranged from of \$1.28/sq.ft. of land to \$2.55/sq.ft. of land. Equal weight given to all comparables used within the appraisal report. It is the appraiser's opinion that the market value of the subject is \$1.50/sq.ft. of land for the \$4,182.					
Comments and Conditions of Appraisal See attached addenda.					
RECONCILIATION	Final Reconciliation The property is not large enough to improve, plus its location within the 100 year flood plain which also limited what can be constructed for those reason the highest and best use of the property is to be sold to the adjoining landowner with a 50% decrease in value due to the usability and marketability of the property. The market value of the property in the appraiser's opinion is \$2,091 for the property.				
	I (WE) ESTIMATE THE MARKET VALUE AS DEFINED, OF THE SUBJECT PROPERTY AS OF October 22, 2020 TO BE \$ 2,091				
	Appraiser Leati Menn-Lang	Supervisory Appraiser (if applicable) Albert O. Menn			
	Date of Signature and Report October 23, 2020	Date of Signature October 23, 2020			
	Title State Certified Residential Appraiser	Title State Certified General Appraiser			
	State Certification # TX-1334495-R ST TX	State Certification # TX-1320731-G ST TX			
Or State License # ST	Or State License # ST				
Expiration Date of State Certification or License 01/31/21	Expiration Date of State Certification or License 05/31/21				
Date of Inspection (if applicable) October 22, 2020	<input type="checkbox"/> Did <input checked="" type="checkbox"/> Did Not Inspect Property Date of Inspection N/A				

Supplemental Addendum

File No. 20-1-9

Borrower					
Property Address Abandoned Center Street					
City	Gonzales	County	Gonzales	State	TX Zip Code 78629
Lender/Client Marilyn Schmidt					

• Land: General Comments/Appraisal Conditions

All weight given to the Sales Comparison Approach as it tends to show the attitudes of buyers and sellers in the local market. Equal weight given to all comparables used within the Sales Comparison Approach of this appraisal report it is the appraiser's opinion that market value of the property in current condition is \$1.50/sq.ft. of land for a total of \$4,182, the highest and best use of the property is to sell to an adjoining land owner as it isn't large enough to be improved, with that being said the value of the property would be decrease by 50% due to the fact that it has limited use to any one other then the adjoining land owner. The appraiser determined the market value of the property at time of appraisal to be as follows;

2,788 sq.ft. x \$1.50/sq.ft. = \$4,182 divided by 50% due to limited usability
\$4,182 - \$2,091 = \$2,091 land value when sold to adjoining land owner

Borrower		File No. 20-1-9	
Property Address		Abandoned Center Street	
City	Gonzales	County	Gonzales
		State	TX
Lender/Client		Zip Code 78629	
Marilyn Schmidt			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person signing this certification.

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: Over 6 months


based on local market activity for similar properties.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

The subject property is situated within the 100 year flood plain, this will require special permits to build any proposed improvements on the subject property within the flood plain area.

APPRAISER:

Signature: 

Name: Leati Menn-Lang

State Certified Residential Appraiser

State Certification #: TX-1334495-R

or State License #:

State: TX Expiration Date of Certification or License: 01/31/21

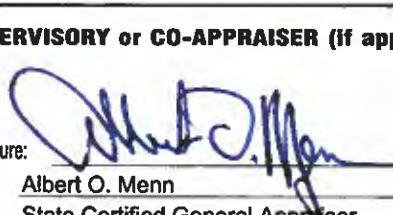
Date of Signature and Report: October 23, 2020

Effective Date of Appraisal: October 22, 2020

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): October 22, 2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: 

Name: Albert O. Menn

State Certified General Appraiser

State Certification #: TX-1320731-G

or State License #:

State: TX Expiration Date of Certification or License: 05/31/21

Date of Signature: October 23, 2020

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): N/A

FIRREA / USPAP ADDENDUM

Borrower		File No. 20-1-9	
Property Address Abandoned Center Street			
City Gonzales	County Gonzales	State TX	Zip Code 78629
Lender/Client Marilyn Schmidt			
Purpose			
Establish market value for personal purposes.			
Scope of Work			
The scope of this report encompasses the necessary research and analysis to prepare it in accordance with the intended use, the Standards of Professional Practice of the Appraisal Institute, and Uniform Standards of Professional Practice of the Appraisal Foundation. In regard to the subject property, this involves the following steps; The property was examined on October 22, 2020. County and neighborhood data was collected from examination and public records of Gonzales County, Texas. In estimating the highest and best use of the subject property, and analysis for the subject property, an analysis was made of data compiled in the steps noted above. In developing approaches to value, the market data used were collected from Menn and Associates files, other appraisers, realtors, and those familiar with the market area. After reviewing and analyzing the data defined in this scope of the appraisal, a final estimate of market value was made.			
Intended Use / Intended User			
Intended Use: The intended use is for personal purposes with the date of this report being current market value.			
Intended User(s): Marilyn Schmidt is the intended user of this appraisal report.			
History of Property			
Current listing information: None that the appraiser is aware of at time of examination.			
Prior sale: None within the last three years prior according to Gonzales County Deed Records.			
Exposure Time / Marketing Time			
Estimated marketing time is over six months based on current market conditions. The reasonable exposure time for this subject with a market value of \$2,091 would be over six months prior to the effective date of this report.			
Personal (non-realty) Transfers			
None included in this appraisal report.			
Additional Comments			
The subject property is situated within the 100 year flood plain and floodway, this will require special permits to build any proposed improvements on the flood plain of the subject property, these improvements should be built according to the FEMA codes for building within the flood plain.			
The property is an abandoned street, with the highest and best use of the property being sold to the adjoining land owner as it can't be improved due to its size as well as its location within the 100 year flood plain, for that reason the highest and best use of the property would be to sell to the adjoining land owner.			
Certification Supplement			
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.			
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.			
Appraiser: Leati Menn-Lang		Supervisory Appraiser: Albert O. Menn	
Signed Date: October 23, 2020		Signed Date: October 23, 2020	
Certification or License #: TX-1334495-R		Certification or License #: TX-1320731-G	
Certification or License State: TX		Certification or License State: TX	
Expires: 01/31/21		Expires: 05/31/21	
Effective Date of Appraisal: October 22, 2020		Inspection of Subject: <input checked="" type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only <input type="checkbox"/> Interior and Exterior	

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

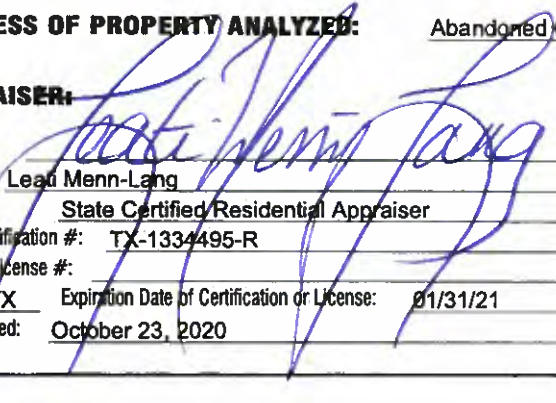
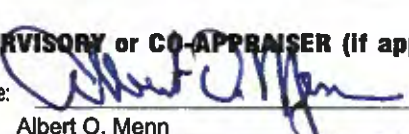
STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED:		Abandoned Center Street, Gonzales, TX 78629	
APPRAISER:		SUPERVISORY or CO-APPRAISER (if applicable):	
Signature: 		Signature: 	
Name: Lead Menn-Lang		Name: Albert O. Menn	
Title: State Certified Residential Appraiser		Title: State Certified General Appraiser	
State/Certification #: TX-1334495-R		State Certification #: TX-1320731-G	
or State License #:		or State License #:	
State: TX Expiration Date of Certification or License: 01/31/21		State: TX Expiration Date of Certification or License: 05/31/21	
Date Signed: October 23, 2020		Date Signed: October 23, 2020	
		<input type="checkbox"/> Did <input checked="" type="checkbox"/> Did Not Inspect Property	

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM

20-1-9

Borrower				
Property Address Abandoned Center Street				
City	Gonzales	County	Gonzales	State TX Zip Code 78629
Lender/Client Marilyn Schmidt				

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), the Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those sections and statements which have been marked by the appraiser apply to the property being appraised.

☒ PURPOSE, INTENDED USE & INTENDED USER(S) OF APPRAISAL

- ☒ The purpose of the appraisal is to estimate the market value as defined herein, or ☐ _____
- ☒ Intended use of the appraisal report: personal purposes.
- ☒ Intended user(s) of the appraisal report (by name or type): Marilyn Schmidt is the intended user of this appraisal report.
- ☐ This is a federally related transaction.

☒ EXTENT OF APPRAISAL PROCESS

- ☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- ☐ The Reproduction/Replacement Cost is based on: _____, supplemented by the appraiser's knowledge of the local market.
- ☐ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- ☐ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be applicable. For this reason, the Income Approach was not used.
- ☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- ☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.
- ☐

☒ FEMA FLOOD HAZARD DATA ☒ Flood map is attached

- ☐ Subject property is not located in a FEMA Special Flood Hazard Area.
- ☒ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
AE	48177C0240D	01/22/2020	Gonzales County, Texas

- ☐ The community does not participate in the National Flood Insurance Program.
- ☒ The community does participate in the National Flood Insurance Program.
- ☒ It is covered by a regular program.
- ☐ It is covered by an emergency program.

Analysis/Comments: The subject property is situated within the 100 year flood plain, a copy of the map is found within the report.

☒ CURRENT SALES CONTRACT

- ☒ The subject property is currently not under contract.
- ☐ The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- ☐ The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller	Owner of Record

- ☐ The contract indicated that personal property was not included in the sale.
- ☐ The contract indicated that personal property was included. It consisted of _____ . Estimated contributory value is \$ _____
- ☐ Personal property was not included in the final value estimate.
- ☐ Personal property was included in the final value estimate.
- ☐ The contract indicated no financing concessions or other incentives.
- ☐ The contract indicated the following concessions or incentives: _____
- ☐ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

Analysis/Comments: _____

☒ MARKET OVERVIEW

Include an explanation of current market conditions and trends.

☒ Over 6 months

is considered a reasonable exposure time for the subject property at a value range of \$ 2,091 to \$

Analysis/Comments: The reasonable exposure time for this subject property with a market value of \$2,091 would be over 6 months.

☒ Over 6 Months

is estimated to be the marketing time for the subject property.

Analysis/Comments: The reasonable marketing time for this subject property with a market value of \$2,091 would be over 6 months.

☒ Marketing Factors:

Estimated marketing time is over six months based on curent market conditions. The reasonable exposure time for this subject with a market value of \$2,091 would be over six months to the effective date of this report.

☒ SUBJECT PROPERTY OFFERING INFORMATION

According to MLS searches

the subject property:

☒ has not been offered for sale in the past:

☒ 30 days

☐ 1 year

☐ 3 years.

☐ is currently offered for sale for \$

☐ was offered for sale within the past:

☐ 30 days

☐ 1 year

☐ 3 years

for \$

☐ Offering information was considered in the final reconciliation of value.

☒ Offering information was not considered in the final reconciliation of value.

☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

Analysis/Comments: The appraiser did not note any listings found on the internet, local MLS or realtors in the area.

☒ SALE/TRANSFER HISTORY & ANALYSIS OF SUBJECT PROPERTY

According to the following data source(s): Gonzales County Deed Records

the subject property:

☒ Has not transferred

☐ in the past one year.

☒ in the past three years.

☐ in the past five years.

☐ Has transferred

☐ in the past one year.

☐ in the past three years.

☐ in the past five years.

☐ All prior sales or transfers occurring in the past 3 years

prior to the Effective Date of Appraisal are listed below.

Date of Sale/Transfer	Price of Sale/Transfer	Seller	Buyer	Data Source(s)	Effective Date of Data Sources

Subject Sale/Transfer History Analysis/Comments:

☒ SALE/TRANSFER HISTORY & ANALYSIS OF COMPARABLE SALES

According to the following data source(s): Gonzales County Deed Records

all prior sales or transfers occurring in the past 1 year

prior to the most recent date of sale or transfer are listed below.

PRIOR SALE/TRANSFER #	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Date of Sale or Transfer	None within year prior	None within year prior	None within year prior
Price of Sale or Transfer	None	None	None
Seller	None	None	None
Buyer	None	None	None
Data Source(s)	Deed Records	Deed Records	Deed Records
Effective Date of Data Source(s)	October 22, 2020	October 22, 2020	October 22, 2020
PRIOR SALE/TRANSFER #	COMPARABLE #	COMPARABLE #	COMPARABLE #
Date of Sale or Transfer			
Price of Sale or Transfer			
Seller			
Buyer			
Data Source(s)			
Effective Date of Data Source(s)			

Comparables Sale/Transfer History Analysis/Comments: None of the comparables have transferred within the year prior of the transactions used within this appraisal report, therefore no further real estate history is required.

☒ **ADDITIONAL CERTIFICATIONS**

The Appraiser certifies and agrees that:

- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP").
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

☒ **ENVIRONMENTAL LIMITING CONDITIONS**

The appraiser's opinion of value is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

☒ **HIGHEST & BEST USE ANALYSIS**

Analysis/Comments: The highest and best use of the subject property is to sell it to the adjoining land owner as it isn't big enough to improved and it situated within the 100 year flood plain which limits what can be constructed on the property due to FEMA guidelines for building within the flood plain.

● As Vacant: The highest and best use of the subject property is to sell it to the adjoining land owner as it isn't big enough to improved and it situated within the 100 year flood plain which limits what can be constructed on the property due to FEMA guidelines for building within the flood plain.

● As Improved: The highest and best use of the subject property is to sell it to the adjoining land owner as it isn't big enough to improved and it situated within the 100 year flood plain which limits what can be constructed on the property due to FEMA guidelines for building within the flood plain.


☒ **EFFECTIVE DATE OF APPRAISAL** (if not current, see comments).

This appraisal report reflects the following value: ☒ Current ☐ Retrospective ☐ Prospective
Effective Date of the Appraisal: October 22, 2020
Comments on the Effective Date: Date of Examination

☒ **ADDITIONAL COMMENTS**

The highest and best use of the subject property is to sell it to the adjoining land owner as it isn't big enough to improved and it situated within the 100 year flood plain which limits what can be constructed on the property due to FEMA guidelines for building within the flood plain.

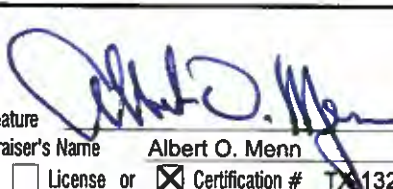
☒ **APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Appraiser's Signature:  Inspection Date: October 22, 2020 Signed Date: October 23, 2020
Appraiser's Name: Leati Menn-Lang Phone #: 830-379-8651
State: TX ☐ License or ☒ Certification # TX-1334495-R Exp. 01/31/21 Tax ID #: _____
☐ Appraiser is certified under the following CE program(s): _____

☒ **CO-SIGNING APPRAISER'S CERTIFICATION**

- ☐ The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- The co-signing appraiser has not personally inspected the interior of the subject property and:
- has not inspected the exterior of the subject property and all comparable sales listed in the report.
- ☐ has inspected the exterior of the subject property and all comparable sales listed in the report.
- The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
- ☐ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

☒ **CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

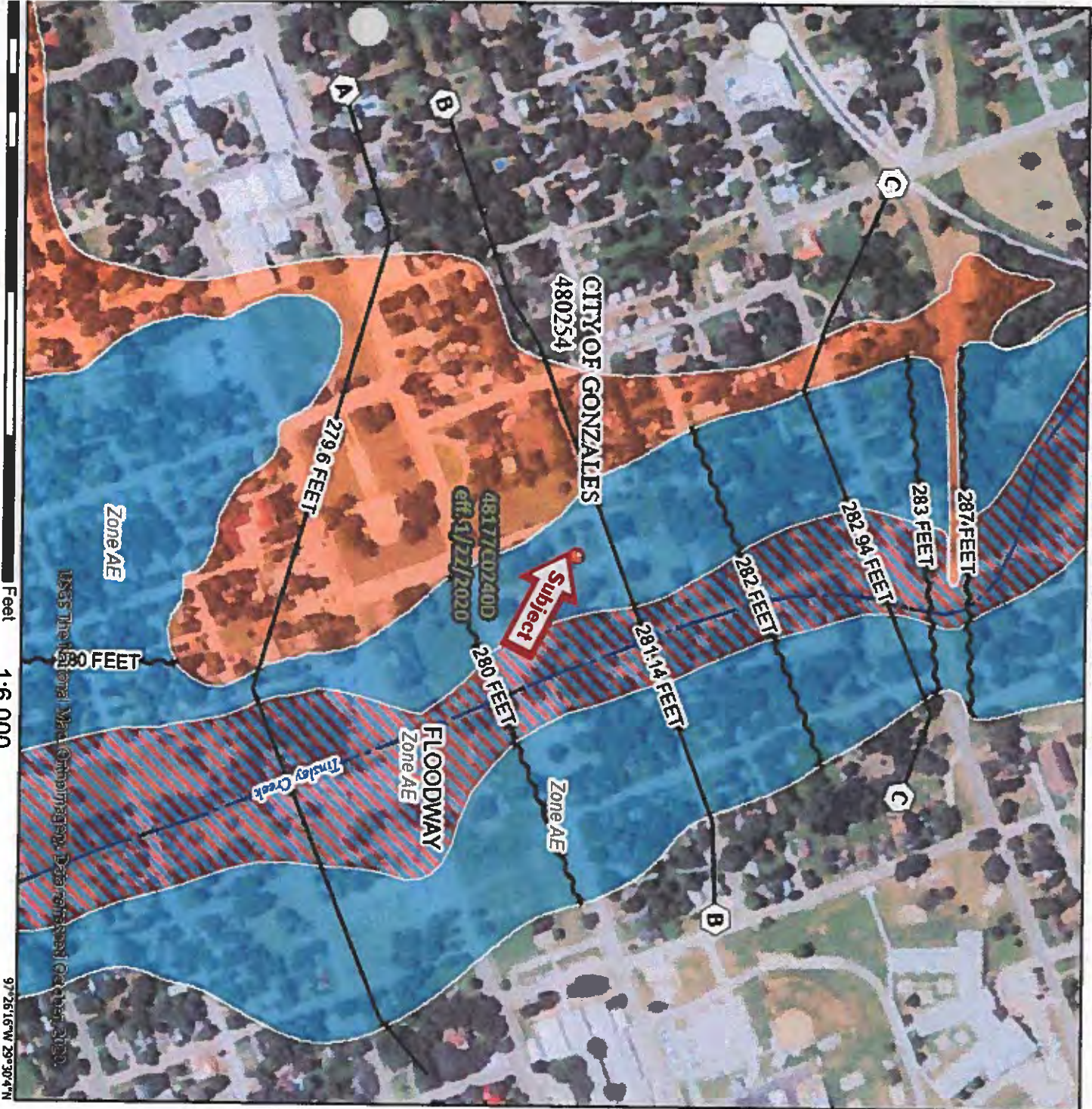
Co-Signing Appraiser's Signature:  Inspection Date: N/A Signed Date: October 23, 2020
Co-Signing Appraiser's Name: Albert O. Menn Phone #: 830-379-8651
State: TX ☐ License or ☒ Certification # TX-1320731-G Exp. 05/31/21 Tax ID #: _____
☐ Co-Signing Appraiser is certified under the following CE program(s): _____

Location Map

Borrower				
Property Address	Abandoned Center Street			
City	Gonzales	County	Gonzales	State TX Zip Code 78629
Lender/Client	Marilyn Schmidt			



National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AE9 With BFE or Depth Zone AE, AO, AH, X, AR Regulatory Floodway
	0.2% Annual Chance Flood Hazard Area of 1% annual chance flood with average depth less than one foot or with diking areas of less than one square mile
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes, Zone X
	Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD	NO SCREEN
	Area of Minimal Flood Hazard Zone X
	Effective LOMRs
	Area of Undetermined Flood Hazard Zone X

OTHER AREAS	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

GENERAL STRUCTURES	28.2
	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

MAP PANELS	Digital Data Available
	No Digital Data Available
	Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/22/2020 at 11:19 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unapproved and non-compliant maps are not shown.

▼

13276

X

Q

Show search results for 13276



S20-254 Center Street West Portion

Being all that certain tract of 0.064 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of Center Street, lying within Block No. 1, King's Eighth Addition, an addition to the town of Gonzales, recorded in Volume 87, Page 247, of the Gonzales County Deed Records, intended to be described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) at the west corner of said Center Street, the same being the south corner of a 0.030 acre tract of land surveyed but not yet of record, being the portion of a tract of land described in General Warranty Deed dated December 18, 2016, executed by Rose Springs to Marilyn Schmidt, recorded in Volume 1255, Page 111, of the Official Records of Gonzales County, lying on the north side of said Center Street, and at the southwest corner of Lot No. 6 in said King's Eighth, the same being in the west line of said Block No. 1, and the east line of Moore Street, for the west corner of this tract or parcel of land hereby intended to be described;

THENCE North 70° 00' 00" East along the northwest line of said Center Street and the southeast line of said 0.030 acre tract, and said Lot No. 6 at 71.83 feet, crossing the southeast corner of said Lot No. 6, and the southwest corner of Lot No. 7, in said King's Eighth, and continuing along the southeast line of said Lot No. 7, in all a distance of 100.00 feet to a 5/8 inch iron rod set at the east corner of said 0.030 acre tract, and at the southwest corner of a the residue of a tract of land described in instrument dated May 1, 1928, executed by Esther Konecny and L. A. Konecny to Boyce Penrod, recorded in Volume 139, Page 403, of the Gonzales County Deed Records, for the northeast corner of this tract or parcel of land hereby intended to be described;

THENCE entering said Center Street, South 20° 00' 00" East 27.77 feet to a 5/8 inch iron rod set in the south line of said Center Street, the same being the northeast corner of a 0.351 acre tract of land surveyed by not yet of record, and in the northwest line of Lot No. 2, in said King's Eighth, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 70° 00' 00" West along the southeast line of said Center Street and the northwest line of said 0.351 acre tract, and said Lot No. 2, at 28.17 feet crossing the west corner of said Lot No. 2, and the north corner of Lot No. 1, in said King's Eighth, and continuing along the northwest line of said Lot No. 1, in all a distance of 100.00 feet to a railroad spike set at the southwest corner of said Center Street and the northwest corner of said 0.351 acre tract, and said Lot No. 1, and in the northeast line of said Moore Street, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 20° 00' 00" West 27.77 feet along the southwest line of said Center Street and the northeast line of said Moore Street, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S20-254, dated September 22, 2020.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.



SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397



Martin San Miguel, Jr. and Rita San Miguel, recorded in Volume 820, Page 258, of the Official Records of Gonzales County, and continuing along the northwest line of said San Miguel tract, at 215.49 feet, crossing the west corner of said Lot No. 3 and the north corner of said Lot No. 2 in said King's Eighth, and continuing along the northwest line of said Lot No. 2, at 259.19 feet, crossing a 5/8 inch iron rod set at the west corner of said San Miguel tract, and at the north corner of a 0.351 acre tract of land surveyed but not yet of record, being a portion of said Schmidt tract, and continuing along the northwest line of said 0.351 acre tract, at 332.02 feet, crossing the west corner of said Lot No. 2 and the north corner of Lot No. 1, in said King's Eighth, and continuing along the northwest line of said Lot No. 1, in all a distance of 359.19 feet to a railroad spike set at the southwest corner of said Center Street, and at the west corner of said 0.351 acre tract, and said Lot No. 1, and in the northeast line of said Moore Street, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 20° 00' 00" West 27.77 feet along the southwest line of said Center Street and the northeast line of said Moore Street, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S20-254, dated September 22, 2020.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.



SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397



[illegible]

- 12380
 1. GET LICKS FOOT LOCKS
 2. RABBITD SPINE RIT
 3. 12 MONKEY BRAND
 4. 3P. BUCKLE UP BRAND
 5. HALLWOOD PINE FORD
 6. 6P. HALLWOOD GET W
 7. RED PLASTIC DAVE WARD
 8. COWBOYS FROM THE 50N
 9. WATER METAL
 10. FIVE THUNDERBOLT
 11. ELECTRIC LINE
 12. DADDYDANCE
 13. WERE FENCE
 14. METAL PUNCH
 15. CHALKYON TRICK
 16. DADDYDANCE
 17. 412. COWBOY IN COWBOY
 18. ACTE ALL FAND JOURNALISTS DECEASE
 19. ANTIHISTAMINE NAME COWBOY OF BLOW
 20. COWBOY FROM THE 50N

GONZALES FIRST SHOT SUBDIVISION, L.L.C.	
400 S. JOSEPH STREET	
GONZALES, TEXAS 78029	
- 808-672-0865 P1886 04/12/2009	
SCALE 1" = 30'	DATE 04/22/20
DRAWN: GMS	CHECKED:
JOB: 820-284	

Supplemental Addendum

File No. 20-1-9

Borrower						
Property Address	Abandoned Center Street					
City	Gonzales	County	Gonzales	State	TX	Zip Code 78629
Lender/Client	Marilyn Schmidt					

Comparable Sales

✓Sale No. 1

Grantor: Gerald Garcia, Sr.
Grantee: Juan Martinez, et. ux.
Address: 100 Block of Peach Street, Gonzales, Texas
Sale Price: \$21,000
Legal Description:Part of Lots 25,26, King's 4th Addition, Gonzales County, Texas
Volume: 1352 Page:696 D/R Gonzales County
Financing: Cash
Date: 9/16/20

✓Sale No. 2

Grantor: Elizabeth Christian
Grantee: Manuel Pena
Address: Corner of College and Oakland Street, Gonzales, Texas
Sale Price: \$30,000
Legal Description:0.257 acre, Northwood Village, Gonzales County, Texas
Volume: 1316 Page:740 D/R Gonzales County
Financing: Cash
Date: 7/16/19

✓Sale No. 3

Grantor: Guadalupe Valley Properties, LLC
Grantee: Josue Almaguer, et. vir.
Address: 930 Ainsworth, Gonzales, Texas
Sale Price: \$6,500
Legal Description:Part of Lots 3 and 4, Range 1 West, Gonzales County, Texas
Volume: 1309 Page:848 D/R Gonzales County
Financing: Cash
Date: 5-2-19

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information. Please feel free to call us any time if you have any questions about the confidentiality of the information that you provide to us.

QUALIFICATIONS OF LEATI MENN- LANG

EDUCATION

Texas A&M University, B.S. Interdisciplinary Studies

May 1999

PROFESSIONAL EXPERIENCE

First United Bank	Various Assignments
First National Bank of Beeville, Seguin & Beeville	Various Assignments
Sage Capital Bank, Gonzales	Various Assignments
Homeowners during 1998 Flood	Various Assignments
City of Seguin	Various Assignments
Guadalupe County, Texas	Various Assignments
Gonzales County, Texas	Various Assignments
First Victoria National Bank, Victoria, Texas	Various Assignments

In addition, have had appraisal assignment from various mortgage companies, legal and accounting firms throughout the state.

State Certified General Real Estate Appraiser (TX- 1334495-R)

ORGANIZATIONS

Past Member of the Rotary Club of Seguin, Texas
Past Member of the Tejas Literary Club

You may wish to laminate the pocket identification card to preserve it.

LEATI MARIE LANG
PO BOX 467
SEGUIN, TX 78156

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, Tx 78711-2188
www.talcb.texas.gov
(512) 936-3001
Fax: (512) 936-3899

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188

Certified Residential Real Estate Appraiser

Number#: **TX 1334495 R**

Issued: **01/28/2019**

Expires: **01/31/2021**

Appraiser: **LEATI MARIE LANG**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified Residential Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified Residential Real Estate Appraiser

Number: **TX 1334495 R**

Issued: **01/28/2019**

Expires: **01/31/2021**

Appraiser: **LEATI MARIE LANG**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified Residential Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

QUALIFICATIONS OF ALBERT O. MENN

EDUCATION

Texas A&M University, B.S. Ag. Economics

January 1968

American Institute of Real Estate Appraisers Courses

1A-1	Real Estate Appraisal Principles
1A-2	Basic Valuation Procedures
1B-1,2,3	Capitalization Theory & Tech.
2-1	Case Studies in Real Estate Valuation
2-2	Valuation Analysis and Report Writing
2-3	Standard of Professional Procedures
4	Litigation Valuation
8	Single Family Residential Appraisal
410	Standards of Professional Practice
420	USPAP (Part A & B)

International Right of Way Association
The Appraisal of Partial Interest

American Society of Farm Managers and Rural Appraiser
Eminent Domain Seminar

PROFESSIONAL EXPERIENCE

First United Bank	Various Assignments
First Commercial Bank, Seguin	Various Assignments
Sage Capital Bank, Gonzales, Luling, Lockhart	Various Assignments
Broadway National Bank, Seguin, San Antonio	Various Assignments
Heritage Bank	Various Assignments
Prosperity Bank	Various Assignments
Schertz Bank & Trust	Various Assignments
Texas Department of Transportation	Appraisal Assignments
Cities of Seguin, Cibolo, Schertz, Marion, San Marcos, Lockhart, Gonzales, and Converse, Texas	Appraisal Assignments
Guadalupe Valley Electric Co-op	Appraisal Assignments
Counties of Guadalupe, Comal, Gonzales, Caldwell & Karnes Counties	Appraisal Assignments
Guadalupe Blanco River Authority, Seguin	Various Assignments
Lower Colorado River Authority, Austin	Appraisal Assignments
City Public Services, San Antonio	Appraisal Assignments
Canyon Regional Water Supply Corp.	Appraisal Assignments

In addition, I have had appraisal assignment from various mortgage companies, legal and accounting firms throughout the state.

State Certified General Real Estate Appraiser (NO. TX-1320731-G)
Texas Real Estate Commission (Real Estate Broker, No. 142803)
State Registered Senior Property Tax Consultant (No. 00002007)

ORGANIZATIONS

Appraisal Institute –Practicing Affiliate
International Right of Way Association
National Association of Realtors
Texas Association of Realtors

ALBERT OSCAR MENN
PO BOX 467
SEGUIN, TX 78156



Certified General Real Estate Appraiser

Appraiser: Albert Oscar Menn

License #: TX 1320731 G

License Expires: 05/31/2021

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.


Douglas E. Oldmixon
Commissioner

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action
Approving **Resolution #2020-126** authorizing an expenditure of funds for the Gonzales Economic Development Corporation in an amount not to exceed \$45,000.00 for roof repairs and improvements to the Lynn Theatre.

Date: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Recently, the GEDC took control of the Lynn Theatre due to non-payment from the tenants. After viewing the property it was determined that the theatre is in need of roof repairs and improvements. The work will be performed by All About Roofing.

POLICY CONSIDERATIONS:

City Council approval is required for the expenditure of Type B Corporation funds.

FISCAL IMPACT:

The GEDC has budgeted \$25,000 for building maintenance. A budget amendment will be required.

ATTACHMENTS:

Estimate is attached.

STAFF RECOMMENDATION:

The GEDC approved the expenditure of funds at the October 26, 2020. We respectfully request approval from city council for roof repairs and improvements to the Lynn Theatre in an amount not to exceed \$45,000.00.

RESOLUTION NO. 2020-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING AN EXPENDITURE OF FUNDS FOR THE GONZALES ECONOMIC DEVELOPMENT CORPORATION IN AN AMOUNT NOT TO EXCEED \$45,000.00 FOR ROOF REPAIRS AND IMPROVEMENTS TO THE LYNN THEATRE; AND ESTABLISHING AN 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, 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, the GEDC conducted a regular meeting on October 26, 2020, to authorize the expenditure an amount not to exceed \$45,000.00 for roof repairs and improvements to the Lynn Theatre; and,

WHEREAS, the GEDC desires to execute a contract with All About Roofing for said repairs and improvements; and,

WHEREAS, the City Council finds that authorizing the expenditure is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

NOW, THEREFORE, BE IT 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 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 hereby authorizes the expenditure in an amount not to exceed \$45,000.00 for roof repairs and improvements to the Lynn Theatre.

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 16 day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

All About Roofing	23991 Trumbo rd	San Antonio, TX 78264
Andy Rodriquez, President Gonzales Economic Development Corporation Lynn Theater Gonzales, TX		

Job# 87

Roof

Specification:

1. Remove existing roof marital.
2. Clean and inspect roof for new roof material.
3. Supply and install new roofing underlayment.
4. Supply and install new 60 mill single ply TPO
5. Clean up and haul all roofing debris from the job site
6. All undetected defects will be immediately brought to the attention of the owner.
7. Carefully sweep all applicable yard with magnets.
8. Workmanship warranty 2 years normal slope shingle areas.

Install Elastomeric sealer on walls, add new receiver at base sealing tpo to wall

Add in ½ recovery board to deck. This will separate any tar from old roof to come in contact with the tpo.

Total \$34,500

Lay over

Same as above but with out the tear off. Blisters or air pockets on roof to be cut and laid as flat as possible,

Total \$30,500

Disclaimer: All and any heavy equipment need to finish work will be add to this bid at coast

Deposit with acceptance: 40%

Balance due upon completion: 60%

Signature: _____ Date: _____

Accepted: _____ Date: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge. Owner to carry fire, tornado, water, wind, and other necessary insurance: We reserve the right to remove all material used on this job if not paid for in time specified above 30 days. **Bid good through 12-31-2020**

Isidro Sandoval 210-544-6576

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action Approving
Resolution #2020-127 Authorizing an
Appointment to the Gonzales Housing
Authority.

DATE: NOVEMBER 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In 1950 the City Council identified that there were unsanitary, unsafe inhabited dwelling accommodations and that there was a shortage of safe and sanitary dwelling accommodations for families of low income. It was at that time Council established a Housing Authority for the City of Gonzales.

Local Government Code 392 outlines the guidelines that the municipal Housing Authority must abide by. The Housing Authority is considered to exist in its own right, a public body that is separate from the municipality. The Housing Authority governs its own affairs without interference or funding from the municipality. Furthermore, municipalities do not have any authority to oversee the actions of the board of commissioners or the operations of a housing authority, except as reflected in LGC §392.031 which states the presiding officer of the governing body shall appoint the commissioners. In addition, LGC §392.034 states that after the original creation and appointment of the commissioners to the Housing Authority of a municipality each subsequent appointment will be for two-year terms.

One of the board members, Dorothy Gossett, has submitted her letter of resignation. Additionally, it appears appointments were not made in 2020 due to transition and possibly 2019. Staff will schedule an item for consideration at the December 10, 2020 meeting to appoint or reappoint individuals outside of the seat vacated by Ms. Gossett.

POLICY CONSIDERATIONS:

Certificates of Appointment to the Housing Authority of a municipality are required by the Texas Local Government Code.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2020-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS REAPPOINTING THE COMMISSIONERS TO THE HOUSING AUTHORITY OF THE CITY OF GONZALES, TEXAS AND AUTHORIZING THE MAYOR TO SIGN CERTIFICATES OF APPOINTMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Local Government Code §392.034 states that after the original creation and appointment of the commissioners to the Housing Authority of a municipality each subsequent appointment will be for two-year terms.

WHEREAS, there was a vacancy created on the Housing Authority Board with the resignation of Dorothy Gossett; and

WHEREAS, the City Council hereby finds that filling the vacancy is in the best interest of the City and its citizens and serves a public purpose.

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

Section 1. The 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 appoints _____ to a term ending March 31, 2021.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-128 Authorizing the City Manager to Negotiate Outside Counsel for Edison Electric Institute (EEI) Agreement.

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

I have spoken with Darren Schauer, General Manager and CEO with GVEC who has spoken with Melissa Sykes with McGinnis, Lochridge out of Austin and would like to seek approval from City of Gonzales City Council to hire outside counsel for the Edison Electric Institute (EEI) Agreement. GVEC has used Ms. Sykes on different matters over the years and she has extensive experience negotiating EEI's on behalf of municipalities and cooperatives. Ms. Sykes has recently worked with another consultant who was working with a municipality on a utility matter. In that case she structured it where the engagement letter was with the municipality, but the consultant was designated as the acting agent on behalf of the municipal. Of course, the municipality could contact the attorney at any time directly, as well. Mr. Schauer believes she would be a good fit and would like to get Ms. Sykes on board as soon as possible to assist us in negotiating the legal terms of the EEI Agreement.

POLICY CONSIDERATIONS:

If accepted the EEI Agreement will allow GVEC to work with Ms. Sykes to negotiate and finalize a power purchase agreement that would take effect starting July 1, 2021.

FISCAL IMPACT:

The project estimate is \$15,000 which will require a budget amendment for the Electric Fund.

ATTACHMENTS:

Proposal

STAFF RECOMMENDATION:

Staff is seeking City Council direction on this item.

RESOLUTION NO. 2020-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE OUTSIDE COUNSEL FOR EDISON ELECTRIC INSTITUTE (EEI) AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales would like to hire outside counsel for Edison Electric Institute (EEI) Agreement; and,

WHEREAS, the outside counsel would be able to negotiate and finalize a power purchase agreement that would take effect starting July 1, 2021; and,

WHEREAS, the City Council finds that authorizing the City Manager to Negotiate Outside Counsel for Edison Electric Institute (EEI) Agreement is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City; and,

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 the City Manager to Negotiate Outside Counsel for Edison Electric Institute (EEI) Agreement.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary

Melissa Salhab Sykes
msykes@mcginnislaw.com

(512) 495-6029 o
(512) 505-6329 f

November 10, 2020

Mr. Tim Patek
City Manager
City of Gonzales
P.O. Box 547
Gonzales, TX 78629-0547

Via email: dschauer@gvec.org

Re: Engagement to Perform Legal Services: EEI Power Purchase and Sale Agreement

Dear Mr. Patek:

McGinnis Lochridge LLP (the “**Firm**”) is pleased to represent the City of Gonzales, Texas (the “**City**”) in connection with review and negotiation of an EEI power purchase and sale agreement (the “**Representation**”). Our representation of the City with regard to other matters will be the subject of additional discussions and a confirming letter or email. The Firm estimates that the legal fees for this matter will be approximately \$15,000. This is an estimate and the Firm will advise the City if we expect that amount to be exceeded.

The Firm will advise the City in connection with the Representation, and the scope of its engagement and duties to the City will relate only to the Representation. The City may limit or expand the Firm’s representation from time to time, provided that any substantial expansion must be agreed to by the Firm. All communication from us to the City is for the sole use and reliance of the City and should not be provided to, or used or relied on by, any non-affiliated third party, unless the communication from us is in writing and expressly states or indicates our intention to the contrary.

The Firm understands that Guadalupe Valley Electric Cooperative, Inc. (“**GVEC**”) will be acting as agent and designated representative of the City and that you have instructed us to communicate directly with Darren Schauer and other GVEC representatives who will contact us from time to time as client representatives regarding the Representation. Although communications will be through GVEC, you may communicate with the Firm directly at any time. I will be the attorney generally responsible for representation of the City, including staffing and, if applicable, billing. I will be assisted by other partners and associates as may be needed.

In Texas, an attorney employed or retained by an entity (in this case the City of Gonzales) owes his or her allegiance to the entity and not to a shareholder, member, director, manager,

officer, employee, agent or other person. Our representation will be of, and we will owe duties to, the City only, and we have not been asked to represent and will owe no duties to GVEC or to any of the City's members, directors, officers, employees or subsidiaries. Any such other relationship or representation, if undertaken by the Firm with any other entity or person whether affiliated with the City or not, must be entered into separately and explicitly.

Subject to the limitations imposed by the Code of Professional Responsibility, we reserve the right to withdraw from this representation if we believe the attorney-client relationship is unsatisfactory. The City of Gonzales may terminate the relationship at any time. The Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for the City. The Firm represents electric cooperatives in matters that are unrelated to the Representation. If in the future a conflict arises with electric cooperatives, you understand and acknowledge that the Firm may withdraw the Representation and that the Firm will have the right to continue to represent electric cooperatives in any unrelated matters.

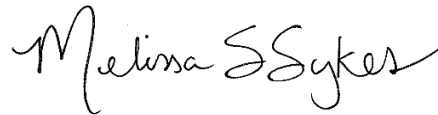
Generally, the Firm's fees are determined by the time devoted by each lawyer or legal assistant involved and the hourly billing rates assigned to each such person. Currently, my hourly rate is \$455.00. Our hourly rates range from \$825.00 for our most experienced partners to \$235.00 for our most junior associate and from \$160.00 to \$255.00 for legal assistants. These hourly rates are normally adjusted annually around the beginning of each calendar year. The Firm will charge for legal services on an hourly basis in accordance with its ordinary and customary hourly rates, as in effect on the date the services are rendered, and the Firm will also seek reimbursement for its actual and necessary expenses incurred in connection with the representation of this matter. We understand, and you acknowledge and agree, that the Firm will submit its bills for legal services and reimbursement of expenses on a monthly basis to GVEC, as agent for the City and that the Firm expects payment within thirty (30) days. The Firm will maintain records of its time and expenses incurred, which the Firm will make available to the City on a monthly basis.

We try to manage our business efficiently in order to deliver legal services in a cost-effective manner. In order to accomplish this, from time to time we outsource some Firm operating functions to third-parties who are not Firm employees and we use outside vendors who are independent contractors to conduct some of our operations. These functions include copying and duplicating, couriers and deliveries, records storage, computer hardware and software operations and systems, information technology, office operations, legal assistant and clerical operations, accounting, accounts receivable collection and management, and other similar or related Firm operating functions. The individuals who perform these services for our Firm may have access to our client confidential information. Although these individuals are not employees of the Firm, each is bound by a duty of confidentiality and has the same obligations to preserve confidentiality as our own employees. If you object to or have concerns about our use of such service providers, please let us know immediately so that we can make other arrangements.

It is a policy of this Firm to require a retainer from new clients and from existing clients under certain circumstances. However, we have waived the retainer requirement in this instance. You agree to pay all statements of fees and expenses upon receipt, according to the terms of this letter.

The Firm looks forward to representing the City in connection with the Representation. If this letter accurately states the terms of our agreement to perform legal services, please sign the letter below and return a copy to me. An electronic copy will be fine. Please contact me as soon as possible if you have any questions or concerns with respect to the Firm's proposed representation as described in this letter.

Sincerely,

A handwritten signature in black ink that reads "Melissa S Sykes". The signature is written in a cursive, flowing style.

Melissa Salhab Sykes

MSS/dlm

UNDERSTOOD, AGREED AND ACCEPTED:
CITY OF GONZALES

By: _____

Name: Tim Patek

Title: City Manager

Date: _____

CITY OF GONZALES FINANCIALS

November 12, 2020

FINANCIAL REPORTS FOR FUNDS AS OF 9/30/2020

CASH & INVESTMENT BY FUND AS OF 9/30/2020

QUARTERLY INVESTMENT REPORT ENDING 9/30/2020

BAD DEBT REPORT AS OF 10/31/2020

REVENUE REPORT AS OF 9/30/2020

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

100-GENERAL FUND

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

REVENUE SUMMARY						
401-TAX REVENUE	2,731,386.00	136,416.82	2,725,163.23	99.77	0.00	6,222.77
402-FRANCHISE REVENUE	1,948,150.00	147,240.59	1,759,236.60	90.30	0.00	188,913.40
403-LICENSE/FEE/PERMITS	59,500.00	3,051.02	58,147.91	97.73	0.00	1,352.09
404-PARKS FEES REVENUE	193,850.00	19,888.27	201,611.22	104.00	0.00	(7,761.22)
405-MUNICIPAL COURT REVENUE	116,932.00	5,025.07	48,833.32	41.76	0.00	68,098.68
406-MISCELLANEOUS REVENUE	763,852.00	27,117.86	635,560.88	83.20	0.00	128,291.12
407-STREET ASSESSMENT INC	0.00	0.00	(2,539.84)	0.00	0.00	2,539.84
408-INTEREST REVENUES	45,000.00	872.90	24,088.64	53.53	0.00	20,911.36
409-OTHER FINANCING REVENUE	518,273.00	10,544.65	592,099.66	114.24	0.00	(73,826.66)
410-TRANSFERS	2,436,066.00	185,479.33	2,451,292.66	100.63	0.00	(15,226.66)

*** TOTAL REVENUES ***	8,813,009.00	535,636.51	8,493,494.28	96.37	0.00	319,514.72

EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTMENT	88,359.00	6,177.77	69,975.61	79.19	0.00	18,383.39
102-CITY MANAGER DEPARTMENT	242,406.24	16,851.63	222,430.12	91.76	0.00	19,976.12
103-COMMUNITY DEVELOPMENT	236,666.36	19,725.80	187,040.50	79.03	0.00	49,625.86
104-NON-DEPARTMENTAL	776,632.00	132,380.78	683,057.78	87.95	0.00	93,574.22
105-MAIN STREET DEPARTMENT	155,476.12	6,700.15	116,536.39	74.95	0.00	38,939.73
106-ECONOMIC DEVELOPMENT	0.00	0.00	9.90	0.00	0.00	(9.90)
107-BUILDING MAINTENANCE	227,722.36	14,327.91	197,482.79	86.72	0.00	30,239.57
108-CITY SECRETARY DEPARTMENT	194,304.12	16,351.15	154,107.90	79.31	0.00	40,196.22
109-FINANCE DEPARTMENT	259,025.36	16,309.63	258,931.42	99.96	0.00	93.94
110-HOTEL/MOTEL	0.00	0.00	116.12	0.00	0.00	(116.12)
201-PARKS DEPARTMENT	718,492.08	50,404.12	607,397.88	84.54	0.01	111,094.19
202-SWIMMING POOL DEPARTMENT	37,249.00	20.00	661.40	1.78	0.00	36,587.60
204-RECREATION DEPARTMENT	12,194.00	0.00	163.66	1.34	0.00	12,030.34
206-INDEPENDENCE GOLF COURSE	271,250.24	15,521.02	238,972.92	88.10	0.00	32,277.32
301-FIRE DEPARTMENT	1,535,368.20	58,242.75	1,360,134.17	89.42	12,850.00	162,384.03
501-POLICE DEPARTMENT	2,498,981.24	165,108.87	2,290,092.63	91.64	0.00	208,888.61
504-ANIMAL CONTROL DEPARTMENT	157,030.12	14,089.18	138,645.12	88.29	0.00	18,385.00
550-MUNICIPAL COURT DEPARTMENT	188,836.24	8,161.03	110,998.39	58.78	0.00	77,837.85
602-AIRPORT DEPARTMENT	92,100.00	9,150.42	84,231.76	91.46	0.00	7,868.24
603-STREETS DEPARTMENT	929,778.86	36,842.02	865,481.13	93.12	297.83	63,999.90
650-LIBRARY DEPARTMENT	276,791.48	15,933.93	235,392.16	85.04	0.00	41,399.32
660-MUSEUM DEPARTMENT	162,945.12	12,700.54	159,448.85	97.85	0.00	3,496.27

*** TOTAL EXPENDITURES ***	9,061,608.14	614,998.70	7,981,308.60	88.22	13,147.84	1,067,151.70

** REVENUES OVER(UNDER) EXPENDITURES **	(248,599.14)	(79,362.19)	512,185.68	200.74	(13,147.84)	(747,636.98)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

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	643,143.00	47,560.00	417,265.40	64.88	0.00	225,877.60
406-MISCELLANEOUS REVENUE	7,968.00	0.00	0.00	0.00	0.00	7,968.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	651,111.00	47,560.00	417,265.40	64.09	0.00	233,845.60
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
203-JB WELLS PARK	705,673.72	48,137.74	506,037.11	71.71	0.00	199,636.61
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	705,673.72	48,137.74	506,037.11	71.71	0.00	199,636.61
	=====	=====	=====	=====	=====	=====
*** REVENUES OVER(UNDER) EXPENDITURES ***	(54,562.72)	(577.74)	(88,771.71)	162.70	0.00	34,208.99
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

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	10,939,850.00	910,008.55	9,699,815.12	88.66	0.00	1,240,034.88
750-REVENUE COLLECTION	221,727.00	7,122.97	248,508.87	112.08	0.00	(26,781.87)
809-HYDRO PLANT CONST.	100.00	0.00	85.84	85.84	0.00	14.16
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	11,161,677.00	917,131.52	9,948,409.83	89.13	0.00	1,213,267.17
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,761,843.73	865,654.54	9,174,251.29	85.29	4,798.18	1,582,794.26
750-REVENUE COLLECTIONS	257,769.48	18,695.71	248,509.29	96.41	0.00	9,260.19
809-HYDRO PLANT CONST.	343,400.00	930.00	332,226.21	96.75	0.00	11,173.79
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	11,363,013.21	885,280.25	9,754,986.79	85.89	4,798.18	1,603,228.24
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(201,336.21)	31,851.27	193,423.04	93.69-	(4,798.18)	(389,961.07)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

220-WATER FUND

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

REVENUE SUMMARY						
300-CAPITAL PROJECTS-BUS	0.00	0.00	0.00	0.00	0.00	0.00
720-WATER PRODUCTION DEPT	2,166,600.00	213,216.88	2,079,462.06	95.98	0.00	87,137.94
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	2,166,600.00	213,216.88	2,079,462.06	95.98	0.00	87,137.94
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,151,712.60	166,391.59	1,723,796.13	81.76	35,338.43	392,578.04
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	2,151,712.60	166,391.59	1,723,796.13	81.76	35,338.43	392,578.04
	=====	=====	=====	=====	=====	=====
*** REVENUES OVER(UNDER) EXPENDITURES ***	14,887.40	46,825.29	355,665.93	151.67	(35,338.43)	(305,440.10)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

230-WASTEWATER FUND

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

REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,454,000.00	99,923.99	1,240,466.54	85.31	0.00	213,533.46
731-W/W CDBG PROJECT	106,978.60	0.00	0.00	0.00	0.00	106,978.60
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	1,560,978.60	99,923.99	1,240,466.54	79.47	0.00	320,512.06
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,523,927.56	223,509.56	1,256,863.35	86.03	54,115.00	212,949.21
731-W/W CDBG PROJECT	106,978.60	(825.00)	40,037.88	37.43	0.00	66,940.72
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	1,630,906.16	222,684.56	1,296,901.23	82.84	54,115.00	279,889.93
	-----	-----	-----	-----	-----	-----
** REVENUES OVER (UNDER) EXPENDITURES **	(69,927.56)	(122,760.57)	(56,434.69)	158.09	(54,115.00)	40,622.13
	-----	-----	-----	-----	-----	-----

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

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	908,850.00	64,726.00	839,475.95	92.37	0.00	69,374.05
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	908,850.00	64,726.00	839,475.95	92.37	0.00	69,374.05
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	864,354.24	57,158.13	772,425.87	89.36	0.00	91,928.37
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	864,354.24	57,158.13	772,425.87	89.36	0.00	91,928.37
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
** REVENUES OVER(UNDER) EXPENDITURES **	44,495.76	7,567.87	67,050.08	150.69	0.00	(22,554.32)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

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	125,000.00	563.26	51,166.72	40.93	0.00	73,833.28
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	125,000.00	563.26	51,166.72	40.93	0.00	73,833.28
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
301-STREETS	2,194,800.00	179,582.85	643,327.50	29.31	0.00	1,551,472.50
302-WASTEWATER	1,134,000.00	119,957.00	198,477.21	17.50	0.00	935,522.79
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	2,367,629.00	119,957.00	707,951.01	29.90	0.00	1,659,677.99
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	5,696,429.00	419,496.85	1,549,755.72	27.21	0.00	4,146,673.28
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(5,571,429.00)	(418,933.59)	(1,498,589.00)	26.90	0.00	(4,072,840.00)
	-----	-----	-----	-----	-----	-----

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

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.	1,047,510.00	3,949.74	1,096,238.62	104.65	0.00	(48,728.62)
*** TOTAL REVENUES ***	1,047,510.00	3,949.74	1,096,238.62	104.65	0.00	(48,728.62)
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,046,860.00	0.00	991,752.78	94.74	0.00	55,107.22
*** TOTAL EXPENDITURES ***	1,046,860.00	0.00	991,752.78	94.74	0.00	55,107.22
** REVENUES OVER(UNDER) EXPENDITURES **	650.00	3,949.74	104,485.84	74.74	0.00	(103,835.84)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

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	360,000.00	85,772.02	452,768.14	125.77	0.00	(92,768.14)
812-MEMORIAL MUSEUM	12,440.00	341.06	26,068.80	209.56	0.00	(13,628.80)
813-FORFEITURES	10,650.00	0.00	2,106.36	19.78	0.00	8,543.64
814-MUNICIPAL COURT	6,600.00	140.37	2,640.69	40.01	0.00	3,959.31
815-ROBERT L BROTHERS	93,745.00	48.99	9,855.46	10.51	0.00	83,889.54
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	483,435.00	86,302.44	493,439.45	102.07	0.00	(10,004.45)
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	570,195.12	33,225.38	414,159.03	72.63	0.00	156,036.09
812-MEMORIAL MUSEUM	25,000.00	0.00	9,399.89	37.60	0.00	15,600.11
813-FORFEITURES	17,000.00	0.00	5,000.00	29.41	0.00	12,000.00
814-MUNICIPAL COURT	19,000.00	2,587.65	2,635.30	13.87	0.00	16,364.70
815-ROBERT L BROTHERS	43,700.00	931.21	22,837.11	52.26	0.00	20,862.89
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	674,895.12	36,744.24	454,031.33	67.27	0.00	220,863.79
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(191,460.12)	49,558.20	39,408.12	20.58-	0.00	(230,868.24)
	-----	-----	-----	-----	-----	-----

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2020

700-GONZALES ECONOMIC DEV

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

REVENUE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,033,000.00	77,458.59	995,833.37	96.40	0.00	37,166.63
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,033,000.00	77,458.59	995,833.37	96.40	0.00	37,166.63
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,323,216.12	47,154.58	1,017,865.63	76.92	0.00	305,350.49
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,323,216.12	47,154.58	1,017,865.63	76.92	0.00	305,350.49
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(290,216.12)	30,304.01	(22,032.26)	7.59	0.00	(268,183.86)
	=====	=====	=====	=====	=====	=====

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
100-GENERAL FUND			

<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	933,191.07	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	79,781.16	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	

TOTAL CASH		1,012,972.23	
 <u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		280,171.58
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		14,705.04
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00

TOTAL INVESTMENTS			294,876.62
 <u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		1,271,911.83
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			1,271,911.83
		-----	-----
TOTAL 100-GENERAL FUND		1,012,972.23	1,566,788.45
<hr/>			
203-JB WELLS FUND			

<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(229,771.20)	

TOTAL CASH		(229,771.20)	
		-----	-----
TOTAL 203-JB WELLS PARK FUND		(229,771.20)	0.00
<hr/>			
210-ELECTRIC FUND			

<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	987,826.66	
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	170,015.37	

TOTAL CASH		1,157,842.03	

CASH & INVESTMENTS BY FUND

AS OF: SEPTEMBER 30TH, 2020 SEPTEMBER 30TH, 2020

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		274,860.05
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			274,860.05
<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		1,781,403.09
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			1,781,403.09
TOTAL 210-ELECTRIC FUND		1,157,842.03	2,056,263.14
<hr/>			
220-WATER FUND			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	785,133.21	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	18,904.00	
TOTAL CASH		804,037.21	
<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		101,794.55
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL		0.00
TOTAL POOLED INVESTMENTS			101,794.55
TOTAL 220-WATER FUND		804,037.21	101,794.55

CASH & INVESTMENTS BY FUND

AS OF: SEPTEMBER 30TH, 2020 SEPTEMBER 30TH, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	241,029.58	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	0.00	

TOTAL CASH		241,029.58	
 <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		277,312.71

TOTAL INVESTMENTS			277,312.71
 <u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		508,972.43

TOTAL POOLED INVESTMENTS			508,972.43
		-----	-----
TOTAL 230-WASTEWATER FUND		241,029.58	786,285.14
 <hr/>			
240-SOLID WASTE			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	122,211.55	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	

TOTAL CASH		122,211.55	
 <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		122,211.55	0.00

CASH & INVESTMENTS BY FUND

AS OF: SEPTEMBER 30TH, 2020 SEPTEMBER 30TH, 2020

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
300-CAPITAL PROJECTS-BUS			
=====			
<u>CASH</u>			
300 1-001.000	CASH CONTROL - CAPITAL PROJ	(6,455.87)	
300 1-101.301	BOND - CIP	0.00	

TOTAL CASH		(6,455.87)	
<u>POOLED INVESTMENTS</u>			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		1,581,754.43
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		987,070.47
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		1,738,901.46
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		84,537.59

TOTAL POOLED INVESTMENTS			4,392,263.95

TOTAL 300-CAPITAL PROJECTS-BUSINESS		(6,455.87)	4,392,263.95
400-DSF GOVERNMENTAL ACTI			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	163,661.06	

TOTAL CASH		163,661.06	
		-----	-----
TOTAL 400-DSF GOVERNMENT ACTIVITIES		163,661.06	0.00
500-RESTRICTED USE FUNDS			
=====			
<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	(6,323.76)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	834,832.72	
500 1-001.503	CASH - MUSEUM FUNDS	34,638.75	
500 1-001.504	CASH - FORFEITURES	23,955.94	

CASH & INVESTMENTS BY FUND

AS OF: SEPTEMBER 30TH, 2020 SEPTEMBER 30TH, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.505	CASH - MUN CRT CHILD SAFETY	17,056.13	
500 1-001.506	CASH - MUN CRT SECURITY	26,891.90	
500 1-001.507	CASH - MUN CRT TECH	4,770.62	
500 1-001.508	CASH - SPECIAL EXPENSE	6,660.22	
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	104,798.88	
TOTAL CASH		1,047,281.40	
TOTAL 500-RESTRICTED USE FUNDS		1,047,281.40	0.00
<hr/>			
700-COMPONENT UNIT			
=====			
CASH			
700 1-001.000	CASH -CONTROL ACCOUNT	(1.50)	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,823,388.81	
TOTAL CASH		2,823,387.31	
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		2,823,387.31	0.00
<hr/>			
FUND TOTAL OTHER INVESTMENTS			847,049.38
FUND TOTAL POOLED INVESTMENTS			8,056,345.85
<hr/>			
TOTAL CASH AND INVESTMENTS		7,136,195.30	8,903,395.23
<hr/>			

*** END OF REPORT ***



CITY OF GONZALES PORTFOLIO
QUARTERLY REPORT FOR THE PERIOD ENDING
9/30/2020

<u>Weighted Average Maturity</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Percentage of Portfolio</u>	<u>Days to Maturity</u>	<u>Weighted Average</u>
TexPools			8,056,345.85	0.906359	1	0.91
RBFCU - General Fund	1.750%	3/19/2022	280,171.58	0.031520	535	16.86
Lone Star Bank - Electric	1.820%	12/11/2021	274,860.05	0.030922	437	13.51
Lone Star Bank - Wastewater	2.270%	10/13/2020	277,312.71	0.031198	13	0.41
TOTAL PORTFOLIO			8,888,690.19	100%	986	31.69

CITY OF GONZALES PORTFOLIO SUMMARY
Activity for Quarter Ending
September 30, 2020

	Book Value	Market Value	Ratio
Total Investments at beginning of Quarter	9,510,724.98	9,510,724.98	100.00%
Investment Pool Interest Reinvested	3,813.32	3,813.32	
Investment Pool Increases	0.00	0.00	
Investment Pool Withdrawals	629,913.10	629,913.10	
Agency Security Purchases	0.00	0.00	
Agency Security Maturities/Called	0.00	0.00	
Certificate of Deposit Purchases	0.00	0.00	
Change in Market Value in CDs	4,064.99	4,064.99	
Investments at End of Quarter	8,888,690.19	8,888,690.19	100.00%

As of 9/30/2020 all investments are in compliance with the Investment Policy of the City of Gonzales.


 Laura Zella, Finance Director

 Tim Patek, City Manager

CITY OF GONZALES PORTFOLIO
QUARTERLY REPORT FOR THE PERIOD ENDING
9/30/2020

Description	Yield Rate	Purchase / Renewal Date	Maturity Date	Book Value 06/30/20	Market Value 06/30/20	Accrued Interest 06/30/20	Book Value 09/30/20	Market Value 09/30/20	Accrued Interest 09/30/20
Investment Pools									
Texpool - General Fund	N/A	N/A	N/A	1,271,342.09	1,271,342.09	-	1,271,911.83	1,271,911.83	-
Texpool - Electric Fund	N/A	N/A	N/A	1,780,605.20	1,780,605.20	-	1,781,403.09	1,781,403.09	-
Texpool - Water Fund	N/A	N/A	N/A	101,748.88	101,748.88	-	101,794.55	101,794.55	-
Texpool - Wastewater Fund	N/A	N/A	N/A	508,744.40	508,744.40	-	508,972.43	508,972.43	-
Texpool - Cert. of Obligation 2019	N/A	N/A	N/A	5,020,005.06	5,020,005.06	-	4,392,263.95	4,392,263.95	-
Certificates of Deposit									
General Fund - (RBFCU) 100-1-103.410	1.750%	3/20/2020	3/19/2022	278,939.38	278,939.38	1,213.49	280,171.58	280,171.58	1,232.20
Electric Fund - (SSB) 210-1-103.410	1.820%	12/11/2019	12/11/2021	273,604.92	273,604.92	1,249.40	274,860.05	274,860.05	1,255.13
Wastewater Fund - (SSB) 230-1-103.411	2.270%	9/13/2019	10/13/2020	275,735.05	275,735.05	1,568.68	277,312.71	277,312.71	1,577.66
TOTAL PORTFOLIO				9,510,724.98	9,510,724.98	4,031.57	8,888,690.19	8,888,690.19	4,064.99

AS OF 10/31/2020

Bad Debt Reinstated to Active Account, making payments	Written off to Bad Debt	Payments Received on Bad Debt
666.84	11,702.82	1,885.64

For the month of October 2020 we have written off \$11,708.82 to bad debt, we have received \$1,885.64 in payments and we have reinstated \$666.84 of bad debt to active accounts and they are making monthly payments on them. We are continuing to call these individuals to try to get them to make payment arrangements.

Accounts Receivable for Customer Set 12 Street Paving Interest

Started January 1, 2020 at	\$183,769.79
Ended October 31, 2020 at	<u>\$162,356.76</u>
Collected	\$21,413.03

Accounts Receivable for Customer Set 14 Street Paving

Started January 1, 2020 at	\$8,722.63
Ended October 31, 2020 at	<u>\$8,712.63</u>
Collected	\$10.00

Accounts Receivable for Customer Set 21 Cemetery Sales

Started January 1, 2020 at	\$46,797.33
Ended October 31, 2020 at	<u>\$42,232.33</u>
Collected	\$4,565.00

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

100-GENERAL FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
401-TAX REVENUE						
4-401.101 CURRENT PROPERTY TAX	818,886.00	3,788.34	901,894.53	110.14	0.00	(83,008.53)
4-401.104 PRIOR DELINQUENT PROPERTY TAX	15,000.00	0.00	0.00	0.00	0.00	15,000.00
4-401.105 TAX PENALTY AND INTEREST	25,000.00	0.00	0.00	0.00	0.00	25,000.00
4-401.108 MIXED DRINK TAX	22,500.00	0.00	17,108.30	76.04	0.00	5,391.70
4-401.120 SALES TAX	1,850,000.00	132,628.48	1,806,160.40	97.63	0.00	43,839.60
4-401.199 PROPERTY TAX-PENALTIES & INT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 401-TAX REVENUE	2,731,386.00	136,416.82	2,725,163.23	99.77	0.00	6,222.77
402-FRANCHISE REVENUE						
4-402.201 FRANCHISE - ELECTRIC	1,260,000.00	106,267.61	1,120,010.89	88.89	0.00	139,989.11
4-402.202 FRANCHISE - WATER	144,550.00	14,245.57	141,421.04	97.84	0.00	3,128.96
4-402.203 FRANCHISE - WASTEWATER	96,600.00	6,315.62	81,973.14	84.86	0.00	14,626.86
4-402.204 FRANCHISE - SOLID WASTE	35,200.00	2,514.54	32,819.96	93.24	0.00	2,380.04
4-402.205 FRANCHISE - CABLE TV	75,000.00	0.00	90,187.38	120.25	0.00	(15,187.38)
4-402.206 FRANCHISE - NATURAL GAS	31,000.00	0.00	29,922.63	96.52	0.00	1,077.37
4-402.207 FRANCHISE - TELEPHONE	104,000.00	4.01	47,537.21	45.71	0.00	56,462.79
4-402.208 PEG FRANCHISE FEE RESTRICT US	11,800.00	0.00	12,564.74	106.48	0.00	(764.74)
4-402.209 FRANCHISE FEES ACCRUAL	190,000.00	17,893.24	202,799.61	106.74	0.00	(12,799.61)
TOTAL 402-FRANCHISE REVENUE	1,948,150.00	147,240.59	1,759,236.60	90.30	0.00	188,913.40
403-LICENSE/FEE/PERMITS						
4-403.301 BUILDING PERMITS	35,000.00	1,193.52	29,185.40	83.39	0.00	5,814.60
4-403.302 PLUMBING & GAS PERMITS	6,000.00	516.00	8,900.00	148.33	0.00	(2,900.00)
4-403.303 ELECTRICAL PERMITS	6,000.00	226.50	8,085.50	134.76	0.00	(2,085.50)
4-403.304 MECHANICAL PERMITS	4,000.00	130.00	3,827.50	95.69	0.00	172.50
4-403.305 DEMOLITION PERMITS	250.00	0.00	125.00	50.00	0.00	125.00
4-403.306 OCCUPATION PERMITS	800.00	210.00	230.00	28.75	0.00	570.00
4-403.307 ELECTRIC LICENSE	0.00	0.00	0.00	0.00	0.00	0.00
4-403.308 GAS PERMITS	3,200.00	75.00	1,175.00	36.72	0.00	2,025.00
4-403.309 STREET CUTTING PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
4-403.310 HORSE PERMIT	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

100-GENERAL FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
4-403.311 ZONING PERMITS	1,200.00	300.00	2,284.51	190.38	0.00	(1,084.51)
4-403.312 DEMOLITION BOND	0.00	0.00	0.00	0.00	0.00	0.00
4-403.313 HOUSE MOVING FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-403.314 PEDDLER'S PERMITS	2,000.00	300.00	3,060.00	153.00	0.00	(1,060.00)
4-403.315 SIGNS AND BILLBOARDS PERMITS	650.00	50.00	1,075.00	165.38	0.00	(425.00)
4-403.316 DEVELOPMENT PERMIT FEE	0.00	0.00	0.00	0.00	0.00	0.00
4-403.317 GARAGE SALE PERMITS	400.00	50.00	200.00	50.00	0.00	200.00
4-403.318 OIL & GAS DRILLING PERMIT	0.00	0.00	0.00	0.00	0.00	0.00
4-403.319 ENGINEERING FEE	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL 403-LICENSE/FEE/PERMITS	 59,500.00	 3,051.02	 58,147.91	 97.73	 0.00	 1,352.09
 404-PARKS FEES REVENUE						
4-404.401 SWIMMING POOL RENTAL	1,700.00	0.00	0.00	0.00	0.00	1,700.00
4-404.402 RV CAMPER SITE RENTAL - GOLF	36,000.00	5,624.00	49,982.06	138.84	0.00	(13,982.06)
4-404.403 PARK FACILITY FEES	10,500.00	330.00	4,300.00	40.95	0.00	6,200.00
4-404.404 PBR RODEO SPONORSHIP	0.00	0.00	0.00	0.00	0.00	0.00
4-404.407 CONCERT RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00
4-404.412 VOLLEYBALL/SOFTBALL	200.00	0.00	0.00	0.00	0.00	200.00
4-404.413 SWIMMING POOL ADMISSIONS	3,900.00	0.00	0.00	0.00	0.00	3,900.00
4-404.414 SWIMMING POOL CONCESSIONS	2,500.00	0.00	39.32	1.57	0.00	2,460.68
4-404.416 TABLE RENTALS	0.00	0.00	0.00	0.00	0.00	0.00
4-404.430 GOLF CART STORAGE	13,000.00	14.58	12,657.15	97.36	0.00	342.85
4-404.432 GOLF CONCESSION SALES	6,300.00	525.47	6,098.59	96.80	0.00	201.41
4-404.433 GOLF DAILY FEES	42,000.00	7,387.56	47,450.90	112.98	0.00	(5,450.90)
4-404.434 GOLF MEMBERSHIP DUES	32,000.00	400.02	31,976.64	99.93	0.00	23.36
4-404.435 GOLF MERCHANDISE SALES	9,700.00	1,359.83	10,284.31	106.02	0.00	(584.31)
4-404.436 GOLF MISCELLANEOUS	1,000.00	93.05	722.93	72.29	0.00	277.07
4-404.437 GOLF CART RENTAL	26,100.00	4,153.76	30,394.32	116.45	0.00	(4,294.32)
4-404.438 GOLF TOURNAMENT INCOME	4,000.00	0.00	4,405.00	110.13	0.00	(405.00)
4-404.440 SOFTBALL GATE FEE	0.00	0.00	0.00	0.00	0.00	0.00
4-404.441 LOU'S CANOE RENTAL INCOME	3,600.00	0.00	3,300.00	91.67	0.00	300.00
4-404.442 SUMMER YOUTH FEES	1,350.00	0.00	0.00	0.00	0.00	1,350.00
4-404.450 INDEP. PARK-RESTRICTED USE TR	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL 404-PARKS FEES REVENUE	 193,850.00	 19,888.27	 201,611.22	 104.00	 0.00	 (7,761.22)

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

100-GENERAL FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
405-MUNICIPAL COURT REVEN						
4-405.501 MUNICIPAL COURT FINES/OLD	90,000.00	2,888.15	37,725.64	41.92	0.00	52,274.36
4-405.504 ANIMAL POUND FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-405.505 ACCIDENT / POLICE REPORTS	980.00	0.00	54.00	5.51	0.00	926.00
4-405.543 CONSOLIDATED COURT FEES-LOCAL	0.00	173.08	1,490.02	0.00	0.00	(1,490.02)
4-405.544 CORRECTIONAL MANAGEMENT INST.	2.00	1.03	1.03	51.50	0.00	0.97
4-405.545 CONSOLIDATED COURT FEES -STAT	10,000.00	1,359.80	4,800.64	48.01	0.00	5,199.36
4-405.546 FUGITIVE APPREHENSION	10.00	10.37	10.37	103.70	0.00	(0.37)
4-405.547 PREV. JUV. CRIME & DELINQUENCY	5.00	1.03	1.03	20.60	0.00	3.97
4-405.548 MUN CRT TIME PAYMENT FEES	1,000.00	96.35	196.83	19.68	0.00	803.17
4-405.549 TEXAS SEAT BELT	1,000.00	0.00	117.55	11.76	0.00	882.45
4-405.550 MISDEMEANOR COURT COSTS	0.00	0.00	0.00	0.00	0.00	0.00
4-405.551 OMNI FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-405.552 COMP TO VICTIMS OF CRIME FUND	50.00	31.10	31.10	62.20	0.00	18.90
4-405.553 STATE OMNI FEES	1,200.00	55.65	235.91	19.66	0.00	964.09
4-405.554 JUDICIAL & COURT TRAINING FD	10.00	4.15	4.15	41.50	0.00	5.85
4-405.555 NEW MUNICIPAL COURT FEES	100.00	0.05	0.47	0.47	0.00	99.53
4-405.556 STATE TRAFFIC FEE	2,000.00	268.35	766.14	38.31	0.00	1,233.86
4-405.557 WARRANT FEES COLLECTED	50.00	0.00	50.00	100.00	0.00	0.00
4-405.558 STATE JURY FEE	1,000.00	62.55	213.61	21.36	0.00	786.39
4-405.559 RESTITUTION FEE - STATE	0.00	0.00	0.00	0.00	0.00	0.00
4-405.560 JUDICIAL FEE - CITY	8,500.00	8.20	2,940.05	34.59	0.00	5,559.95
4-405.561 ATTORNEY COLLECTION FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-405.562 INDIGENT DEFENSE FUND	600.00	38.80	111.01	18.50	0.00	488.99
4-405.563 CRIMINAL JUSTICE FEE - STATE	25.00	0.54	0.93	3.72	0.00	24.07
4-405.564 CHILD SAFETY SEAT	0.00	0.00	0.00	0.00	0.00	0.00
4-405.599 STATE FEES ADJUSTMENT-AUDIT	0.00	0.00	0.00	0.00	0.00	0.00
4-405.600 JUVENILE TRUANCY CHARGES	400.00	25.87	82.84	20.71	0.00	317.16
<hr/>						
TOTAL 405-MUNICIPAL COURT REVEN	116,932.00	5,025.07	48,833.32	41.76	0.00	68,098.68
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

100-GENERAL FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
406-MISCELLANEOUS REVENUE						
4-406.601 GENERAL MISCELLANEOUS	7,500.00	0.00	6,790.96	90.55	0.00	709.04
4-406.602 MATERIAL SALES	0.00	0.00	0.00	0.00	0.00	0.00
4-406.603 DONATIONS	0.00	0.00	800.00	0.00	0.00	(800.00)
4-406.604 INSURANCE REIMBS	0.00	0.00	15,249.61	0.00	0.00	(15,249.61)
4-406.605 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
4-406.606 PUBLIC WORKS VENDING MACHINE	700.00	0.00	346.25	49.46	0.00	353.75
4-406.607 LIBRARY FINES AND OVERDUES	9,500.00	430.65	3,340.22	35.16	0.00	6,159.78
4-406.608 LIBRARY MEMORIALS	800.00	0.00	0.00	0.00	0.00	800.00
4-406.609 LIBRARY CASH OVER/SHORT	0.00	0.00	0.00	0.00	0.00	0.00
4-406.610 HAY SALES	0.00	0.00	0.00	0.00	0.00	0.00
4-406.611 HANGAR RENT	52,000.00	4,215.00	50,370.00	96.87	0.00	1,630.00
4-406.612 AVIATION FUEL SALES	50,000.00	3,712.55	48,165.91	96.33	0.00	1,834.09
4-406.613 AIRPORT MISC SALES	0.00	0.00	0.00	0.00	0.00	0.00
4-406.614 OFFICE AND LAND LEASES	12,000.00	0.00	11,868.52	98.90	0.00	131.48
4-406.615 OIL AND GAS LEASE- AIRPORT	240.00	0.00	0.00	0.00	0.00	240.00
4-406.616 CADET REIMBURSEMENT	0.00	0.00	5,900.00	0.00	0.00	(5,900.00)
4-406.617 REFUNDS	0.00	0.00	256.68	0.00	0.00	(256.68)
4-406.619 CEMETERY MONUMENT SETTING FEE	0.00	50.00	225.00	0.00	0.00	(225.00)
4-406.620 CHURCH ST CEMETERY INC	0.00	0.00	0.00	0.00	0.00	0.00
4-406.621 CEMETERY LOT SALES	35,000.00	3,100.00	10,382.50	29.66	0.00	24,617.50
4-406.622 RESTITUTION PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-406.623 J. B. WELLS PARK DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
4-406.625 CUSTOMER SERVICE REPORT	6,200.00	875.00	6,940.00	111.94	0.00	(740.00)
4-406.629 REIMBURSEMENT OF COSTS	0.00	0.00	177.44	0.00	0.00	(177.44)
4-406.630 PAYROLL HANDLING FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-406.631 LOT CLEANING/MOWING	0.00	0.00	210.00	0.00	0.00	(210.00)
4-406.632 REPRODUCTIONS	0.00	66.50	188.50	0.00	0.00	(188.50)
4-406.633 GEDC ADMIN CONTRACT SERVICES	12,000.00	19,260.24	20,260.24	168.84	0.00	(8,260.24)
4-406.640 OIL AND GAS LEASE & ROYALTIES	56,622.00	0.00	25.93	0.05	0.00	56,596.07
4-406.641 MILLER EST. OIL & GAS ROYALTY	6,135.00	0.00	2,940.15	47.92	0.00	3,194.85
4-406.649 FIRE DEPT RESPONSE BILLING	0.00	0.00	0.00	0.00	0.00	0.00
4-406.650 FIRE DISTRICT TAX	404,805.00	0.00	381,629.00	94.27	0.00	23,176.00
4-406.652 GCN-WEB SITE INCOME	0.00	0.00	0.00	0.00	0.00	0.00
4-406.653 CREDIT CARD FEES	28,000.00	3,540.07	34,238.31	122.28	0.00	(6,238.31)
4-406.655 ATTORNEY GEN - SEXUAL ASSAULT	5,000.00	(9,044.65)	0.00	0.00	0.00	5,000.00
4-406.656 GISD POLICE DOG REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-406.657 ADOPTION FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-406.658 DEA REIMBURSEMENT	18,000.00	0.00	17,527.05	97.37	0.00	472.95
4-406.659 MUSEUM DONATIONS & CONTRIBUTI	6,550.00	525.00	4,368.00	66.69	0.00	2,182.00
4-406.660 MUSEUM MONTAGE SALES	14,700.00	387.50	9,078.25	61.76	0.00	5,621.75
4-406.661 CANNON BOOKS	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

100-GENERAL FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
4-406.662 DONATIONS - FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-406.664 DONATIONS - POLICE DEPT	0.00	0.00	0.00	0.00	0.00	0.00
4-406.666 REBATES	2,600.00	0.00	2,670.36	102.71	0.00	(70.36)
4-406.667 LEGAL FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-406.668 RESTRICTED USE DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
4-406.669 GONZALES PD EXPLORER PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
4-406.670 HAZ-MAT REVENUES	5,500.00	0.00	1,612.00	29.31	0.00	3,888.00
4-406.671 LIBRARY DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
4-406.672 TEXAS HISTORICAL COMM. GRANT	30,000.00	0.00	0.00	0.00	0.00	30,000.00
 TOTAL 406-MISCELLANEOUS REVENUE	 763,852.00	 27,117.86	 635,560.88	 83.20	 0.00	 128,291.12
 <u>407-STREET ASSESSMENT INC</u>						
4-407.701 CURB AND GUTTER ASSESSMENT	0.00	0.00	(2,539.84)	0.00	0.00	2,539.84
 TOTAL 407-STREET ASSESSMENT INC	 0.00	 0.00	 (2,539.84)	 0.00	 0.00	 2,539.84
 <u>408-INTEREST REVENUES</u>						
4-408.801 INTEREST INCOME	45,000.00	872.90	24,088.64	53.53	0.00	20,911.36
4-408.802 GAIN/LOSS ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
4-408.808 INTEREST INCOME-LIBRARY CD	0.00	0.00	0.00	0.00	0.00	0.00
4-408.809 MISCELLANEOUS INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL 408-INTEREST REVENUES	 45,000.00	 872.90	 24,088.64	 53.53	 0.00	 20,911.36

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

100-GENERAL FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
409-OTHER FINANCING REVEN						
4-409.900 RENTAL LEASE INCOME	0.00	0.00	0.00	0.00	0.00	0.00
4-409.901 CAPITAL LEASES	0.00	0.00	0.00	0.00	0.00	0.00
4-409.911 AWOS - AIRPORT	0.00	0.00	0.00	0.00	0.00	0.00
4-409.912 GRANTS	60,448.00	0.00	354,861.80	587.05	0.00	(294,413.80)
4-409.913 TXDOT GRANT - AIRPORT	6,000.00	10,544.65	10,544.65	175.74	0.00	(4,544.65)
4-409.914 FEMA GRANT REVENUES	0.00	0.00	8,824.84	0.00	0.00	(8,824.84)
4-409.915 LEASE GRANT REVENUES	1,825.00	0.00	1,796.37	98.43	0.00	28.63
4-409.916 TEXAS FOREST SERVICE GRANT	200,000.00	0.00	200,000.00	100.00	0.00	0.00
4-409.917 TX HISTORICAL COMMISSION GRAN	0.00	0.00	0.00	0.00	0.00	0.00
4-409.920 SALE OF ASSETS	135,000.00	0.00	16,072.00	11.91	0.00	118,928.00
4-409.925 SALE OF LAND	115,000.00	0.00	0.00	0.00	0.00	115,000.00
TOTAL 409-OTHER FINANCING REVEN	518,273.00	10,544.65	592,099.66	114.24	0.00	(73,826.66)
410-TRANSFERS						
4-410.101 ELECTRIC TRANSFERS	1,572,066.00	129,272.14	1,572,066.00	100.00	0.00	0.00
4-410.102 WATER TRANSFERS	500,000.00	40,342.43	500,000.00	100.00	0.00	0.00
4-410.103 WASTEWATER TRANSFERS	30,000.00	2,500.00	30,000.00	100.00	0.00	0.00
4-410.104 SOLID WASTE TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
4-410.105 SPECIAL REVENUE TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
4-410.107 GEDC ADMINISTRATIVE SVCS	0.00	(18,260.24)	0.00	0.00	0.00	0.00
4-410.109 TRANSFER FROM RESTRICTED FUND	0.00	0.00	0.00	0.00	0.00	0.00
4-410.110 HOTEL/MOTEL ADMIN. TRANSFER	0.00	0.00	655.66	0.00	0.00	(655.66)
4-410.912 ADMINISTRATIVE COST TRANSFER	334,000.00	31,625.00	348,571.00	104.36	0.00	(14,571.00)
TOTAL 410-TRANSFERS	2,436,066.00	185,479.33	2,451,292.66	100.63	0.00	(15,226.66)
*** TOTAL REVENUES ***	8,813,009.00	535,636.51	8,493,494.28	96.37	0.00	319,514.72

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

203-JB WELLS PARK FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
<u>404-PARKS FEES REVENUE</u>						
4-404.400 JBW ADVERTISEMENT	7,000.00	0.00	5,150.00	73.57	0.00	1,850.00
4-404.406 JBW SHOWBARN RENTAL	8,000.00	1,300.00	4,100.00	51.25	0.00	3,900.00
4-404.408 JBW CONCESSION	9,600.00	1,600.00	7,200.00	75.00	0.00	2,400.00
4-404.409 JBW ARENA FEES	84,000.00	6,420.00	54,712.50	65.13	0.00	29,287.50
4-404.410 JBW HORSE STALL RENTAL	120,000.00	10,270.00	87,070.00	72.56	0.00	32,930.00
4-404.411 JBW RV SITE RENTAL	80,000.00	11,640.00	102,515.00	128.14	0.00	(22,515.00)
4-404.417 JBW PAVILION	0.00	0.00	0.00	0.00	0.00	0.00
4-404.418 JBW EXPO RENTAL FEES/REVENUES	85,000.00	9,050.00	44,700.00	52.59	0.00	40,300.00
4-404.419 JBW TYRA REVENUE	9,320.00	0.00	0.00	0.00	0.00	9,320.00
4-404.420 JBW TYRA STALL & RV RENTAL	59,000.00	0.00	29,435.10	49.89	0.00	29,564.90
4-404.422 JBW TYRA CONCESSION	0.00	0.00	0.00	0.00	0.00	0.00
4-404.423 JBW WOODSHAVING	65,000.00	7,280.00	49,035.00	75.44	0.00	15,965.00
4-404.424 JBW HAY SALES	0.00	0.00	0.00	0.00	0.00	0.00
4-404.425 JBW YRA REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
4-404.426 JBW YRA GATE PASS & OTHER REV	0.00	0.00	0.00	0.00	0.00	0.00
4-404.439 JBW TX JR HIGH RODEO REVENUE	115,223.00	0.00	31,615.00	27.44	0.00	83,608.00
4-404.440 JBW OTHER RODEO REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
4-404.441 JBW MISCELLANEOUS REVENUE	0.00	0.00	1,732.80	0.00	0.00	(1,732.80)
4-404.442 JBW SOUVENIR SALES	1,000.00	0.00	0.00	0.00	0.00	1,000.00
4-404.654 JBW FEMA GRANT REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
4-404.920 JBW SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 404-PARKS FEES REVENUE	643,143.00	47,560.00	417,265.40	64.88	0.00	225,877.60
<hr/>						
<u>406-MISCELLANEOUS REVENUE</u>						
4-406.604 JBW INSURANCE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-406.640 JBW OIL AND GAS LEASE REVENUE	7,968.00	0.00	0.00	0.00	0.00	7,968.00
<hr/>						
TOTAL 406-MISCELLANEOUS REVENUE	7,968.00	0.00	0.00	0.00	0.00	7,968.00
<hr/>						
*** TOTAL REVENUES ***	651,111.00	47,560.00	417,265.40	64.09	0.00	233,845.60
<hr/>						

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

210-ELECTRIC FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
<u>400-DSF GOVERNMENT ACT.</u>						
4-400.960 TRANSFER IN FROM DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 400-DSF GOVERNMENT ACT.	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
<u>710-ELECTRIC DEPARTMENT</u>						
4-710.151 SALES	10,500,000.00	885,563.43	9,381,648.84	89.35	0.00	1,118,351.16
4-710.152 PENALTIES	102,000.00	9,644.97	71,111.59	69.72	0.00	30,888.41
4-710.153 MATERIAL SALES	25,000.00	998.40	26,510.98	106.04	0.00	(1,510.98)
4-710.154 SECURITY LIGHT RENTAL	68,000.00	5,546.67	66,791.58	98.22	0.00	1,208.42
4-710.155 UTILITY POLE RENTAL	95,000.00	0.00	69,843.18	73.52	0.00	25,156.82
4-710.157 CHARGED OFF ACCOUNTS (PAID)	0.00	0.00	0.00	0.00	0.00	0.00
4-710.159 MISCELLANEOUS SALES	0.00	0.00	0.00	0.00	0.00	0.00
4-710.160 THEFT OF SVCS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
4-710.164 MISCELLANEOUS INCOME	5,100.00	0.00	64.17	1.26	0.00	5,035.83
4-710.170 SERVICE CALLS	0.00	0.00	0.00	0.00	0.00	0.00
4-710.171 METER TAMPERING	1,500.00	250.00	1,500.00	100.00	0.00	0.00
4-710.172 SAME DAY CONNECTS	750.00	100.00	700.00	93.33	0.00	50.00
4-710.173 NEW SERVICE	7,500.00	585.00	6,578.00	87.71	0.00	922.00
4-710.174 PAYMENT EXTENSION	38,000.00	3,450.00	33,600.00	88.42	0.00	4,400.00
4-710.175 SAME DAY METER INSTALL	0.00	0.00	0.00	0.00	0.00	0.00
4-710.176 ADDITIONAL METER REVIEW	0.00	0.00	0.00	0.00	0.00	0.00
4-710.250 INSURANCE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-710.251 INTEREST INCOME	72,000.00	2,370.08	37,757.35	52.44	0.00	34,242.65
4-710.252 I&S BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
4-710.253 I&S RESERVE INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
4-710.451 LCRA PROGRAM REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
4-710.562 MISCELLANEOUS TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
4-710.602 SALE OF RIGHT AWAY	0.00	0.00	0.00	0.00	0.00	0.00
4-710.603 DONATION - AEP	0.00	1,500.00	1,500.00	0.00	0.00	(1,500.00)
4-710.630 PAYROLL HANDLING FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-710.631 REIMBURSEMENT OF COSTS	0.00	0.00	518.72	0.00	0.00	(518.72)
4-710.802 GAIN/LOSS ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
4-710.912 FEMA GRANT REVENUE	0.00	0.00	1,690.71	0.00	0.00	(1,690.71)
4-710.920 SALE OF ASSETS	25,000.00	0.00	0.00	0.00	0.00	25,000.00
<hr/>						
TOTAL 710-ELECTRIC DEPARTMENT	10,939,850.00	910,008.55	9,699,815.12	88.66	0.00	1,240,034.88
<hr/>						

C I T Y O F G O N Z A L E S
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

210-ELECTRIC FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
<u>750-REVENUE COLLECTION</u>						
4-750.551 SALES TAX DISCOUNT	1,130.00	103.97	1,010.32	89.41	0.00	119.68
4-750.552 HOT CHECK FEES	1,500.00	75.00	1,225.00	81.67	0.00	275.00
4-750.553 TRANSFER FEES	60.00	0.00	90.00	150.00	0.00	30.00)
4-750.554 RECONNECT FEES	25,000.00	2,500.00	20,575.00	82.30	0.00	4,425.00
4-750.555 REPRODUCTION FEES	360.00	0.00	125.55	34.88	0.00	234.45
4-750.600 CONFIDENTIALITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-750.911 REVENUE COLLECTIONS TRANSFER	193,677.00	4,444.00	225,483.00	116.42	0.00	31,806.00)
4-750.950 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 750-REVENUE COLLECTION	221,727.00	7,122.97	248,508.87	112.08	0.00	(26,781.87)
<hr/>						
<u>809-HYDRO PLANT CONST.</u>						
4-809.100 HYDRO CERTIFICATION OF OBLIGA	0.00	0.00	0.00	0.00	0.00	0.00
4-809.101 TRANSFERS FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
4-809.102 INTEREST INCOME	100.00	0.00	85.84	85.84	0.00	14.16
4-809.950 TRANSFER FROM DSF PROPRIETARY	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 809-HYDRO PLANT CONST.	100.00	0.00	85.84	85.84	0.00	14.16
<hr/>						
*** TOTAL REVENUES ***	11,161,677.00	917,131.52	9,948,409.83	89.13	0.00	1,213,267.17
<hr/>						

C I T Y O F G O N Z A L E S
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

220-WATER FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
300-CAPITAL PROJECTS-BUS						
4-300.800 TRANSFER FROM CAPITAL PROJ.	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 300-CAPITAL PROJECTS-BUS	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
720-WATER PRODUCTION DEPT						
4-720.151 SALES	2,065,000.00	203,508.14	2,000,693.87	96.89	0.00	64,306.13
4-720.152 PENALTIES	20,000.00	2,153.99	16,094.75	80.47	0.00	3,905.25
4-720.153 MATERIAL SALES	0.00	72.00	584.00	0.00	0.00	584.00
4-720.156 WATER MISCELLANEOUS	100.00	0.00	24.00	24.00	0.00	76.00
4-720.157 CHARGED OFF ACCOUNTS (PAID)	0.00	0.00	0.00	0.00	0.00	0.00
4-720.158 BULK WATER SALES	26,500.00	4,059.60	27,558.48	103.99	0.00	1,058.48
4-720.159 GONZALES COUNTY WATER SALES	28,000.00	1,261.84	15,735.64	56.20	0.00	12,264.36
4-720.164 MISCELLANEOUS INCOME	0.00	0.00	371.25	0.00	0.00	371.25
4-720.250 INSURANCE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-720.251 INTEREST INCOME	13,000.00	411.31	7,150.07	55.00	0.00	5,849.93
4-720.252 I&S BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
4-720.253 I&S RESERVE INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
4-720.351 TAP FEES	14,000.00	1,750.00	11,250.00	80.36	0.00	2,750.00
4-720.562 MISCELLANEOUS TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
4-720.622 RESTITUTION PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-720.630 PAYROLL HANDLING FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-720.651 G.E.D.C. PROJECT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-720.802 GAIN/LOSS ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
4-720.912 GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
4-720.920 SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
4-720.951 TRANSFERS FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 720-WATER PRODUCTION DEPT	2,166,600.00	213,216.88	2,079,462.06	95.98	0.00	87,137.94
<hr/>						
*** TOTAL REVENUES ***	2,166,600.00	213,216.88	2,079,462.06	95.98	0.00	87,137.94
<hr/>						

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

230-WASTEWATER FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>730-WASTEWATER COLLECTION</u>						
4-730.151 SALES	1,380,000.00	94,233.11	1,167,286.83	84.59	0.00	212,713.17
4-730.152 PENALTIES	12,000.00	917.58	8,545.95	71.22	0.00	3,454.05
4-730.153 MATERIAL SALES	23,000.00	1,517.00	23,303.00	101.32	0.00	(303.00)
4-730.156 WASTEWATER MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
4-730.157 CHARGED OFF ACCOUNTS (PAID)	0.00	0.00	0.00	0.00	0.00	0.00
4-730.164 MISCELLANEOUS INCOME	0.00	0.00	215.53	0.00	0.00	(215.53)
4-730.250 INSURANCE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-730.251 INTEREST INCOME	24,000.00	1,756.30	14,115.23	58.81	0.00	9,884.77
4-730.252 I&S BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
4-730.253 I&S RESERVE INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
4-730.351 TAP FEES	15,000.00	1,500.00	27,000.00	180.00	0.00	(12,000.00)
4-730.562 MISCELLANEOUS TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
4-730.630 PAYROLL HANDLING FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-730.651 G.E.D.C. PROJECT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-730.802 GAIN/LOSS ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
4-730.912 GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
4-730.914 WASTEWATER GRANT INCOME	0.00	0.00	0.00	0.00	0.00	0.00
4-730.920 SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL 730-WASTEWATER COLLECTION	 1,454,000.00	 99,923.99	 1,240,466.54	 85.31	 0.00	 213,533.46
	=====	=====	=====	=====	=====	=====
<u>731-W/W CDBG PROJECT</u>						
4-731.110 CDBG-GRANT REVENUE	106,978.60	0.00	0.00	0.00	0.00	106,978.60
 TOTAL 731-W/W CDBG PROJECT	 106,978.60	 0.00	 0.00	 0.00	 0.00	 106,978.60
	=====	=====	=====	=====	=====	=====
 *** TOTAL REVENUES ***	 1,560,978.60	 99,923.99	 1,240,466.54	 79.47	 0.00	 320,512.06
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

240-SOLID WASTE FUND

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
740-SOLID WASTE DEPARTMEN						
4-740.151 SALES	880,000.00	62,863.42	817,807.75	92.93	0.00	62,192.25
4-740.152 PENALTIES	15,000.00	1,077.97	10,658.93	71.06	0.00	4,341.07
4-740.153 MATERIAL SALES	0.00	0.00	0.00	0.00	0.00	0.00
4-740.156 BFI (BILLING FEE)	0.00	0.00	0.00	0.00	0.00	0.00
4-740.157 CHARGED OFF ACCOUNTS (PAID)	0.00	0.00	0.00	0.00	0.00	0.00
4-740.158 BULK SOLID WASTE SALES	11,500.00	700.00	9,825.00	85.43	0.00	1,675.00
4-740.164 MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
4-740.250 INSURANCE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-740.251 INTEREST INCOME	2,000.00	59.37	853.92	42.70	0.00	1,146.08
4-740.551 SALES TAX DISCOUNT	350.00	25.24	330.35	94.39	0.00	19.65
4-740.562 MISCELLANEOUS TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
4-740.630 PAYROLL HANDLING FEES	0.00	0.00	0.00	0.00	0.00	0.00
4-740.802 GAIN/LOSS ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
4-740.912 GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
4-740.913 HHW SPONORSHIP FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
4-740.914 HHW COLLECTION REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
4-740.915 FEMA GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
4-740.920 SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 740-SOLID WASTE DEPARTMEN	908,850.00	64,726.00	839,475.95	92.37	0.00	69,374.05
	=====	=====	=====	=====	=====	=====
*** TOTAL REVENUES ***	908,850.00	64,726.00	839,475.95	92.37	0.00	69,374.05
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

250-DSF PROPRIETARY

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
808-DSF PROPRIETARY						
4-808.251 INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
4-808.950 TRANSFER FROM ELECTRIC FUND	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 808-DSF PROPRIETARY	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
*** TOTAL REVENUES ***	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						

C I T Y O F G O N Z A L E S
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

300-CAPITAL PROJECTS-BUSINESS

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
300-CAPITAL PROJECTS-BUS						
4-300.100 CIP CERTIFICATE OF OBLIGATION	0.00	0.00	0.00	0.00	0.00	0.00
4-300.251 INTEREST INCOME	125,000.00	563.26	51,166.72	40.93	0.00	73,833.28
4-300.800 TRANSFER FROM GOVT. ACTIVITIE	0.00	0.00	0.00	0.00	0.00	0.00
4-300.900 TRANSFERS FROM GF	0.00	0.00	0.00	0.00	0.00	0.00
4-300.901 TRANSFER TO SEWER	0.00	0.00	0.00	0.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL 300-CAPITAL PROJECTS-BUS	125,000.00	563.26	51,166.72	40.93	0.00	73,833.28
	=====	=====	=====	=====	=====	=====
*** TOTAL REVENUES ***	125,000.00	563.26	51,166.72	40.93	0.00	73,833.28
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

400-DSF GOVERNMENT ACTIVITIES

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
400-DSF GOVERNMENT ACT.						
4-400.101 I & S PROPERTY TAX REVENUE	574,800.00	3,873.63	620,310.17	107.92	0.00	(45,510.17)
4-400.251 INTEREST INCOME	650.00	76.11	3,868.45	595.15	0.00	(3,218.45)
4-400.947 TRANSFER FROM WASTEWATER FUND	34,568.00	0.00	34,568.00	100.00	0.00	0.00
4-400.948 TRANSFER FROM WATER FUND	34,567.00	0.00	34,567.00	100.00	0.00	0.00
4-400.949 TRANSFER FROM ELECTRIC FUND	173,575.00	0.00	173,575.00	100.00	0.00	0.00
4-400.950 TRANSFER FROM HOTEL/MOTEL	114,675.00	0.00	114,675.00	100.00	0.00	0.00
4-400.951 TRANSFER FROM GEDC	114,675.00	0.00	114,675.00	100.00	0.00	0.00
4-400.960 TRANSFER OUT TO ELECTRIC FUND	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 400-DSF GOVERNMENT ACT.	1,047,510.00	3,949.74	1,096,238.62	104.65	0.00	(48,728.62)
	=====	=====	=====	=====	=====	=====
*** TOTAL REVENUES ***	1,047,510.00	3,949.74	1,096,238.62	104.65	0.00	(48,728.62)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

500-RESTRICTED USE FUNDS

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
<u>410-TRANSFERS</u>						
4-410.107 TRANSFER FROM GEDC-EXPO	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 410-TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
<u>810-JB WELLS EXPO CENTER</u>						
4-810.100 TRANSFERS FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
4-810.101 INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
4-810.110 TEXAS CAPITAL GRANT FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
<u>811-HOTEL/MOTEL</u>						
4-811.109 HOTEL OCCUPANCY TAX	342,000.00	79,383.14	406,579.54	118.88	0.00	(64,579.54)
4-811.110 REIMBURSEMENT OF LEGAL FEES	0.00	6,000.00	36,898.07	0.00	0.00	(36,898.07)
4-811.658 MERCHANDISE SALES	0.00	0.00	0.00	0.00	0.00	0.00
4-811.801 INTEREST INCOME	18,000.00	388.88	9,290.53	51.61	0.00	8,709.47
<hr/>						
TOTAL 811-HOTEL/MOTEL	360,000.00	85,772.02	452,768.14	125.77	0.00	(92,768.14)
<hr/>						
<u>812-MEMORIAL MUSEUM</u>						
4-812.100 TRANSFERS FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
4-812.658 FUNDRAISING RECEIPTS	7,000.00	325.00	5,800.00	82.86	0.00	1,200.00
4-812.801 INTEREST INCOME	440.00	16.06	268.80	61.09	0.00	171.20
4-812.901 GRANTS	5,000.00	0.00	20,000.00	400.00	0.00	(15,000.00)
<hr/>						
TOTAL 812-MEMORIAL MUSEUM	12,440.00	341.06	26,068.80	209.56	0.00	(13,628.80)
<hr/>						

CITY OF GONZALES
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

500-RESTRICTED USE FUNDS

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>813-FORFEITURES</u>						
4-813.100 TRANSFERS FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
4-813.101 INTEREST INCOME	650.00	0.00	296.88	45.67	0.00	353.12
4-813.508 FORFEITURE INCOME-STATE	2,000.00	0.00	0.00	0.00	0.00	2,000.00
4-813.509 FORFEITURE INCOME-FEDERAL	8,000.00	0.00	1,807.36	22.59	0.00	6,192.64
4-813.510 MONEY FROM PETTY CASH BOX	0.00	0.00	2.12	0.00	0.00	(2.12)
TOTAL 813-FORFEITURES	10,650.00	0.00	2,106.36	19.78	0.00	8,543.64
<u>814-MUNICIPAL COURT</u>						
4-814.100 TRANSFERS FROM GENERAL FUND	5,000.00	114.59	2,026.24	40.52	0.00	2,973.76
4-814.501 MUNICIPAL COURT INTEREST	1,600.00	25.78	614.45	38.40	0.00	985.55
TOTAL 814-MUNICIPAL COURT	6,600.00	140.37	2,640.69	40.01	0.00	3,959.31
<u>815-ROBERT L BROTHERS</u>						
4-815.100 TRANSFERS FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
4-815.101 INTEREST INCOME	2,800.00	48.99	1,276.71	45.60	0.00	1,523.29
4-815.102 RLB DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
4-815.103 RENTAL INCOME	90,945.00	0.00	7,578.75	8.33	0.00	83,366.25
4-815.104 SHELVING DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
4-815.105 TINSLEY DONATIONS	0.00	0.00	1,000.00	0.00	0.00	(1,000.00)
TOTAL 815-ROBERT L BROTHERS	93,745.00	48.99	9,855.46	10.51	0.00	83,889.54
*** TOTAL REVENUES ***	483,435.00	86,302.44	493,439.45	102.07	0.00	(10,004.45)

C I T Y O F G O N Z A L E S
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

575-CAPITAL PROJECTS-GOV.

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
575-CAPITAL PROJECTS-GOV						
4-575.198 BOND PREMIUM -2019 COO	0.00	0.00	0.00	0.00	0.00	0.00
4-575.199 BOND PROCEEDS -2019 COO	0.00	0.00	0.00	0.00	0.00	0.00
4-575.251 INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
4-575.800 TRANSFER OUT TO WATER FUND	0.00	0.00	0.00	0.00	0.00	0.00
4-575.900 TRANSFER OUT TO W/W FUND	0.00	0.00	0.00	0.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL 575-CAPITAL PROJECTS-GOV	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====
 *** TOTAL REVENUES ***	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
REVENUE REPORT
AS OF: SEPTEMBER 30TH, 2020

700-GONZALES ECONOMIC DEV

DEPARTMENT REVENUES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<hr/>						
700-ECONOMIC DEVELOPMENT						
4-700.120 REIMBURSABLE REVENUE-EXPO	0.00	0.00	0.00	0.00	0.00	0.00
4-700.130 HALF CENT SALES TAX - 4B	925,000.00	66,314.24	903,080.19	97.63	0.00	21,919.81
4-700.140 RENTAL LEASE INCOME	18,000.00	2,500.00	12,512.46	69.51	0.00	5,487.54
4-700.141 380 AMOUNT TO ACTION PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
4-700.150 HAY LEASE INCOME	0.00	0.00	0.00	0.00	0.00	0.00
4-700.160 DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
4-700.601 GENERAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
4-700.604 INSURANCE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4-700.605 GRANT REIMBURSEMENT	0.00	5,903.00	26,983.00	0.00	0.00	(26,983.00)
4-700.800 REAL PROPERTY SALES	0.00	0.00	0.00	0.00	0.00	0.00
4-700.801 INTEREST INCOME	90,000.00	2,741.35	53,257.72	59.18	0.00	36,742.28
4-700.930 LOAN REPAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 700-ECONOMIC DEVELOPMENT	1,033,000.00	77,458.59	995,833.37	96.40	0.00	37,166.63
<hr/>						
*** TOTAL REVENUES ***	1,033,000.00	77,458.59	995,833.37	96.40	0.00	37,166.63
<hr/>						

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action
Approving Resolution #2020-129 Canvassing
the Returns and Officially Declaring the
Results of the November 3, 2020 City of
Gonzales General Election

DATE: November 16, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Charter of the City of Gonzales states in Section 5.07 that the Election Judges shall conduct the elections, determine, record and report the results as provided by general election laws of Texas within five days or as soon as practical after an election. The City Council shall meet, open the returns, canvass and officially declare the results of the election as to candidates and propositions and issue certificates of election to candidates elected as herein before provided. Since the City contracted with Gonzales County for election services, and, due to the volume of voters, the canvass was scheduled a little later than is customary. However, the canvass date still meets statutory requirements.

Election Code Section 67.003 states that each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the eleventh day after election day and not earlier than the third day after election day or the date on which the all ballots have been received and verified.

During the May 5, 2018 General Election the candidates received the following votes:

<u>District 3</u>	<u>Early Voting</u>	<u>Election Day</u>	<u>Absentee</u>	<u>Total</u>
Bobby O'Neal	166	67	30	263
Jace Opiela	118	26	12	156
<u>District 4</u>				
Dan Blakemore	265	46	26	337
Rob Brown	328	64	49	441

POLICY CONSIDERATIONS:

The Canvassing process is consistent with the City Charter and the Texas Election Code.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-129

A RESOLUTION OF THE CITY OF GONZALES, TEXAS CANVASSING THE RETURNS AND OFFICIALLY DECLARING THE RESULTS OF THE NOVEMBER 3, 2020 CITY OF GONZALES GENERAL ELECTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Election Code Section 67.003 states that each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the 11th day after election day and not earlier than: (1) the third day after election day; (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside the United States; and,

WHEREAS, on November 3, 2020 the said election was duly and legally held in conformity with the election laws of the state of Texas, and,

WHEREAS, Pursuant to the City Charter of the City of Gonzales Section 5.07 and Texas Election Code, the City Council of the City of Gonzales, Texas convened on this the 17th day of November, 2020, at 12:00 p.m. for the purpose of canvassing the general election held on November 3, 2020.

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

Section 1. The foregoing recitals and legislative findings are hereby incorporated and made an effective and enforceable part of this Resolution.

Section 2. A total of ballots cast for the general election during early voting for District 3 were 297 by personal appearance, 51 absentee ballots, and 100 votes were cast on Election Day. Total number of votes cast for District 3 in this election was 448.

Section 3. A total of ballots cast for the general election during early voting for District 4 were 616 by personal appearance, 91 absentee ballots, and 119 votes were cast on Election Day. Total number of votes cast for District 4 in this election was 826.

Section 4. The City Council of the City of Gonzales, Texas hereby finds that the results of the general election as set forth below reflect the reported votes, and the canvass of votes is hereby approved.

<u>District 3</u>	<u>Early Voting</u>	<u>Election Day</u>	<u>Absentee</u>	<u>Total</u>
Bobby O'Neal	166	67	30	263
Jace Opiela	118	26	12	156
 <u>District 4</u>				
Dan Blakemore	265	46	26	337
Rob Brown	328	64	49	441

Section 5. The City Council of the City of Gonzales, Texas hereby declares Bobby O'Neal elected to the office of Council Member District 3 and declares Rob Brown elected to the office of Council Member District 4.

Section 6. 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 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. 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 9. 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 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 16th day of November 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, City Secretary