

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –JANUARY 13, 2022 6:00 P.M.**

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

CITY EVENTS AND ANNOUNCEMENTS

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

HEARING OF RESIDENTS

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

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

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

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 December 9, 2021 Regular Meeting & December 15, 2021 Special Called Meeting
- 1.2 Discuss, Consider & Possible Action on **Resolution #2021-118** Approving an Amended and Restated Type B Economic Development Agreement by and between the Gonzales Economic Development Corporation and Laurel Ridge Designs, Inc., a Texas Corporation, authorized pursuant to Section 505.158 of the Texas Local Government Code-**SECOND READING**
- 1.3 Discuss, Consider & Possible Action on **Resolution #2022-1** Approving the Purchase of a 2023 Freightliner M106 Cab and Chassis Truck to include an Ox Body Dump Bed with Electric Flip Tarp and authorizing the City Manager to execute the financing agreements

RESOLUTIONS

- 2.1 Discuss, Consider & Possible Action on **Resolution #2022-2** Authorizing the City Manager to Negotiate and Enter into an Agreement for Engineering Services for the American Rescue Plan (“ARP”) Act of 2021 Coronavirus Local Fiscal Recovery Fund (“CLFRF”) and ARP competitively procured Economic Development Administration (EDA) Funds
- 2.2 Discuss, Consider & Possible Action on **Resolution #2022-3** Authorizing the City Manager to Execute an Agreement for Grant Administration Services for the American Rescue Plan (“ARP”) Act of 2021 Coronavirus Local Fiscal Recovery Fund (“CLFRF”) and ARP competitively procured Economic Development Administration (EDA) Funds
- 2.3 Discuss, Consider & Possible Action on **Resolution #2022-4** Approving a First Amendment to Performance Agreement between the Gonzales Economic Development Corporation and First United Methodist Church for the Stockton Youth Center
- 2.4 Discuss, Consider & Possible Action on **Resolution #2022-5** Approving a Corrected Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC.
- 2.5 Discuss, Consider & Possible Action on **Resolution #2022-6** Approving the Victoria Economic Development Regional Plan and Consulting Services Agreement
- 2.6 Discuss, Consider & Possible Action on **Resolution #2022-7** Approving a Grazing Lease Between the Gonzales Economic Development Corporation and Bobby Tomas
- 2.7 Discuss, Consider & Possible Action on **Resolution #2022-8** Authorizing the Appointments to the Main Street Advisory Board
- 2.8 Discuss, Consider & Possible Action on **Resolution #2022-9** Accepting/Rejecting the Proposals Received for the Eggleston House Roof Replacement and Structural Repairs Project and if rejected authorizing staff to readvertise the project
- 2.9 Discuss, Consider & Possible Action on **Resolution #2022-10** Authorizing Designated Signatories for Contractual and Financial Documents for the Texas General Land Office (Glo) Community Development Block Grant Hazard Mitigation (CDBG-MIT) Program Contract 22-085-066-D323; Designating the City Manager as the City’s Authorized Representative to act in all matters in connection with said grant

PUBLIC HEARING AND ADOPTION OF REAPPORTIONMENT MAP

- 3.1 Conduct a Public Hearing and Consider Approval of **Ordinance #2022-1** Approving and Adopting the New Voting District Reapportionment Map of the City and Revising the Council Member District Boundaries in response to the 2020 Census; Providing for the Redistricting of the Four (4) City Council Districts within the City of Gonzales, Texas

OTHER BUSINESS

- 4.1 Discuss, Consider and Possible Action regarding the possible elimination of the Director of Tourism position and determining the need of having the responsibilities as a duty of a

City employee instead of another local entity and providing direction to City Staff regarding same

STAFF/BOARD REPORTS

- 5.1 Finance Director will provide feedback on any questions regarding:
- Financial Reports for funds as of December 31, 2021
 - Cash & Investment by Fund as of December 31, 2021
- 5.2 City Manager, Tim Patek will update the City Council on the following:
- J.B. Wells Park RFP
 - Timeline on Capital Improvement Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

CLOSED SESSION

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

A) Project A

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

A) Consider an offer to lease 54 acres of City owned property located west of the town of Gonzales

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

- A) Memorial Park Cemetery
- B) Contractual, liability and security issues related to large scale event(s) at city facilities such as J.B. Wells, Independence Park and other city owned facilities
- C) Delinquent Hotel Motel Tax Collection
 - Hotel Alcalde, Inc. and Versatile Lodging, Inc.
 - A Guerra Enterprise, LLC. dba Holiday Inn Express & Suites
 - Michael Scott Hanson dba Inn Dependence and UC1, Ltd.

- Utx Hospitality, LLC dba Quality Inn/Carefree Inn
- AR Guerra Holdings, LLC dba Sleep Inn and Suites
- Westwood Inn, LLC.

RETURN TO OPEN SESSION

7.1 Discuss, Consider & Possible Action authorizing a settlement of claims, and/or authorization to negotiate matters discussed in closed session, and/or other actions necessary or recommended related to such discussions in closed session.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Councilmembers for items on a future City Council agenda
- Announcements by Mayor and Councilmembers
- City and community events attended and to be attended
- Continuing education events attended and to be attended

ADJOURN

EXECUTIVE SESSION: The City Council reserves the right to discuss any of the above items in Executive Closed Session if they meet the qualifications in Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, of Chapter 551 of the Government Code of the State of Texas.

I certify that a copy of the January 13, 2022, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 10th day of January, 2022 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on _____ day of _____, 2021 at _____ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

Kristina Vega, City Secretary

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

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES –DECEMBER 9, 2021**

The regular meeting of the City Council was held on **December 9, 2021** at 6:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

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
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2	Present
Bobby O’Neal	Council Member, District 3	Present
Robert R. Brown, Jr.	Council Member, District 4	Absent

STAFF PARTICIPATING:

Tim Patek-City Manager, Kristina Vega-City Secretary, Ryan Salles-Police Sergeant, Keith Schauer-City Engineer, Laura Zella-Finance Director, Jen Kincaid-Court Clerk

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events Mayor Kacir recognized Stars in the Village and the Martin Luther King March coming up.
- Announcements and recognitions by the City Manager
- Announcements and recognitions by Mayor Kacir regarding the outstanding job done by the Main Street Board of Directors
- Recognition of actions by City employees
- Recognition of actions by community volunteers-Mayor Kacir presented proclamations to Gonzales County Royal Court, Gonzales Apache Cheerleaders and Naval Junior Reserve Officer Training Corp.

HEARING OF RESIDENTS

David Tucey-President of the Edwards Association invited the City Council to march during the Martin Luther King March on January 17th.

OTHER BUSINESS

- 1.1 Proclamation for the Gonzales Healthcare Systems Foundation Board would be moved to a future agenda.

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 November 18, 2021 Regular Meeting & November 23, 2021 Special Called Meeting
- 2.2 Discuss, Consider & Possible Action on **Resolution #2021-112** Authorizing the Edwards Association the Use of Independence Square including the Parking Lot, and Designated Street Closures for the Annual Martin Luther King March on January 17, 2022
- 2.3 Discuss, Consider & Possible Action on **Resolution #2021-113** Authorizing the City Manager to Execute a Contract with Gonzales Crystal Theatre, Inc. for the Operations and Restoration of the Crystal Theatre
- 2.4 Discuss, Consider & Possible Action on **Resolution #2021-114** Declaring Certain City property surplus and authorizing the sale of said property in the manner most advantageous to the City

ACTION: Items 2.1 through 2.4

APPROVED

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

RESOLUTIONS

- 3.1 Discuss, Consider & Possible Action on **Resolution #2021-115** Approving the Purchase of a 2021 John Deere 2400 – Precision Cut Triplex Mower and QA5 – Quick Adjust 5 Cutting Units and authorizing the City Manager to execute the financing agreements.

ACTION: Items 3.1

APPROVED

Council Member Koepp moved to approve **Resolution #2021-115** Approving the Purchase of a 2021 John Deere 2400 – Precision Cut Triplex Mower and QA5 – Quick Adjust 5 Cutting Units and authorizing the City Manager to execute the financing agreements. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.2 Discuss, Consider & Possible Action on **Resolution #2021-116** Accepting the proposals and awarding the contract for the 15-Inch Wastewater Line Project to J&R Contracting Services, Inc.

ACTION: Items 3.2

APPROVED

Council Member Kridler moved to approve **Resolution #2021-116** Accepting the proposals and awarding the contract for the 15-Inch Wastewater Line Project to J&R

Contracting Services, Inc. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.3 Discuss, Consider & Possible Action on **Resolution #2021-117** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$100,000 in CJD grant funds, with a match of 25%, not to exceed \$25,000, for a twelve (12) body worn cameras and associated digital storage, for the Police Department.

ACTION: Items 3.3

APPROVED

Council Member O'Neal moved to approve **Resolution #2021-117** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$100,000 in CJD grant funds, with a match of 25%, not to exceed \$25,000, for a twelve (12) body worn cameras and associated digital storage, for the Police Department. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.4 Discuss, Consider & Possible Action on **Resolution #2021-118** Approving an Amended and Restated Type B Economic Development Agreement by and between the Gonzales Economic Development Corporation and Laurel Ridge Designs, Inc., a Texas Corporation, authorized pursuant to Section 505.158 of the Texas Local Government Code

ACTION: Items 3.4

APPROVED

Council Member Koepp moved to approve **Resolution #2021-118** Approving an Amended and Restated Type B Economic Development Agreement by and between the Gonzales Economic Development Corporation and Laurel Ridge Designs, Inc., a Texas Corporation, authorized pursuant to Section 505.158 of the Texas Local Government Code. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

ACTION ITEMS

- 4.1 Discuss, Consider & Possible Action authorizing the City Manager to appoint an acting city secretary to perform the duties of City Secretary in the absence of the City Secretary

ACTION: Items 4.1

APPROVED

Council Member Kridler motioned to authorize the City Manager to appoint an acting City Secretary to perform the duties of City Secretary in the absence of the City Secretary. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 4.2 Discussion and possible action to approve the appointment of Wade Zella by City Manager Patek to the position of Fire Chief of the City of Gonzales Fire Department.

ACTION: Items 4.2**APPROVED**

Council Member Kridler moved to approve the appointment of Wade Zella by City Manager Patek to the position of Fire Chief of the City of Gonzales Fire Department. Council Member Koepp second the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 4.3 Discuss, Consider & Possible Action accepting the recommendation of the Redistricting Committee and setting a date for a Public Hearing and Adoption of the final map.

City Attorney, Dan Santee presented the Redistricting Maps as recommended by the Redistricting Committee.

ACTION: Items 4.3**APPROVED**

Council Member O'Neal moved to accept the recommendation of the Redistricting Committee and set a date for the Public Hearing and Adoption of the final map for January 13, 2021. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

ORDINANCES

- 5.1 Discuss, Consider & Possible Action on **Ordinance #2021-29** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2021 and Ending September 30, 2022 in the amount of \$30,670

ACTION: Items 5.1**APPROVED**

Council Member Kridler moved to approve **Ordinance #2021-29** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2021 and Ending September 30, 2022 in the amount of \$30,670. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

STAFF/BOARD REPORTS

- 6.1 Finance Director, Laura Zella provided feedback on any questions regarding:
- Financial Reports for funds as of November 30, 2021
 - Cash & Investment by Fund as of November 30, 2021
- 6.2 City Manager, Tim Patek updated the City Council on the following:
- District 4 clean-up
 - Post Flooding Report from October
 - Golf Course Improvements
 - Timeline on Capital Improvement Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

The Council recessed from 7:02 p.m. until 7:09 p.m.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 7:09 p.m.

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

A) Memorial Park Cemetery

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

A) Project A

RETURN TO OPEN SESSION

The Council convened into open session at 7:34 p.m.

- 7.1 Discuss, Consider & Possible Action authorizing a settlement of claim.

No action was taken.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

- Requests by Mayor and Councilmembers for items on a future City Council agenda
- Announcements by Mayor and Councilmembers
- City and community events attended and to be attended
- Continuing education events attended and to be attended

ADJOURN

On a motion by Council Member O’Neal and second by Council Member Kridler, the meeting was adjourned at 7:35 p.m.

Approved this 13th day of January, 2022.

Connie Kacir, Mayor

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
SPECIAL CALLED CITY COUNCIL
MINUTES –DECEMBER 15, 2021**

The Special Called meeting of the City Council was held on **December 15, 2021** at 8:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER

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

Attendee Name	Title	Status
Connie L. Kacir	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2	Present
Bobby O’Neal	Council Member, District 3	Present
Robert R. Brown, Jr.	Council Member, District 4	Absent
Ronda Miller	Incoming-Council Member District 4	Present

STAFF PARTICIPATING:

Tim Patek-City Manager, Jen Kincaid-Acting City Secretary, Laura Zella-Finance Director.

ACTION ITEMS

- 1.1 Discuss, Consider & Possible Action on **Resolution #2021-119** Canvassing the Returns and Officially declaring the results of the December 7, 2021 City of Gonzales District 4 Runoff Election

CANDIDATE	Early Voting	Election Day	TOTAL VOTES
Ronda Miller	152	45	197
Dan Blakemore	117	39	156
Total Votes Counted	269	84	353

ACTION: Item 1.1

APPROVED

Council Member O’Neal moved to approve **Resolution #2021-119** Canvassing the Returns and Officially declaring the results of the December 7, 2021 City of Gonzales District 4 Runoff Election. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 1.2 Issuance of the Certificate of Election and Swearing in of City Council Member District 4: Ronda Miller

Judge Deidra Voigt conducted the Swearing in of Council Member District 2-Ronda Miller, followed by Mayor Kacir issuing the Certificate of Election.

ADJOURN

On a motion by Council Member O’Neal and a second by Council Member Kridler, the meeting was adjourned at 8:09 a.m.

Approved this 13th day of January, 2022.

Connie Kacir, Mayor

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-118 Approving an Amended and Restated Type B Economic Development Agreement by and between the Gonzales Economic Development Corporation and Laurel Ridge Designs, Inc., a Texas Corporation, authorized pursuant to Section 505.158 of the Texas Local Government Code-
SECOND READING

BACKGROUND:

At the May 26, 2021, meeting, the Gonzales Economic Development Corporation (GEDC) approved a Performance Agreement with Laurel Ridge Designs Inc. (Developer) for improvements to 827 St. Lawrence for qualified expenditures. "Qualified Expenditures" mean those costs associated with the construction of improvements to the building located on the Property, including a deck, electrical, upstairs bath addition, cellar doors, replace HVAC, install a railing, and replace signage, and which meet the definition of "project" as that term is defined in Section 505.158 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act. A public hearing was held on May 26, 2021. Public notice of the project was published in the Gonzales Inquirer on May 6, 2021. Because of supply chain issues specific to the replacement of the main service breakers, Laurel Ridge asked GEDC for an extension to original agreement. An extension to complete the project no later than April 30, 2022, was approved unanimously at the September 27, 2021 GEDC meeting and the first reading of the item was read and approved at the December 9, 2021 City Council Meeting.

GEDC covenants and agrees with Developer that, while the Agreement is in effect, it shall comply with the terms and conditions outlined within the performance agreement.

POLICY CONSIDERATIONS:

The GEDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and Section 505.158 of the Texas Local Government Code provides that "[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development." Further, the statute provides that "[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings." An Amended and Restated Agreement approved by the GEDC and City Council gives Laurel Ridge additional time to complete the project.

FISCAL IMPACT:

The GEDC has available funds within the Business Incentive Grant Program 7-700.718 of the 2021 - 2022 budget. Once the project is complete, and Laurel Ridge has submitted all paperwork documenting expenditures were made, Laurel Ridge will receive a reimbursement of \$52,000 which is the maximum allowed under the current Main Street guidelines.

ATTACHMENTS:

Amended and Reinstate Performance Agreement

STAFF RECOMMENDATION:

Staff respectfully requests City Council action as deemed appropriate.

RESOLUTION NO. 2021-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING AN AMENDED AND RESTATED TYPE B ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND LAUREL RIDGE DESIGNS, INC., A TEXAS CORPORATION, AUTHORIZED PURSUANT TO SECTION 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, GEDC has approved a project with Laurel Ridge Designs, Inc., and the Performance Agreement is attached hereto as *Exhibit A*; and

WHEREAS, the City Council of the City of Gonzales, Texas, finds and determines that the expenditure as specified in the Amended and Restated Performance Agreement, attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Section 505.158 of the Texas Local Government Code.

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

Section 1. That the City Council of the City of Gonzales, Texas, finds and determines that the project and Amended and Restated Performance Agreement, attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Section 505.158 of the Texas Local Government Code.

Section 2. That the City Council of the City of Gonzales, Texas, following the second reading of this Resolution authorizes the project and Performance Agreement, attached hereto as *Exhibit A*, and authorize the Mayor to execute this Resolution.

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

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

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

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

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

PASSED AND APPROVED this 9th day of December, 2021.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

Exhibit A

Amended and Restated Performance Agreement

AMENDED AND RESTATED PERFORMANCE AGREEMENT

This **AMENDED AND RESTATED PERFORMANCE AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **LAUREL RIDGE DESIGNS, INC.**, a Texas corporation (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless GEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by GEDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by GEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to GEDC for financial assistance necessary to construct improvements to the Laurel Ridge Designs establishment generally located at 827 St. Joseph Street, City of Gonzales, Texas; and

WHEREAS, on April 26, 2021, the Board of Directors of the GEDC approved financial assistance to Developer which would provide Developer the necessary financial assistance for the construction of improvements to the Laurel Ridge Designs establishment generally located at 827 St. Joseph Street, City of Gonzales, Texas; and

WHEREAS, the GEDC’s Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Section 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **April 30, 2027**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Amended and Restated Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Laurel Ridge Designs, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this Agreement is 827 St. Joseph Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

- (g) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (h) **Property.** The word “Property” means 827 St. Joseph Street, Gonzales, Gonzales County, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction of improvements to the building located on the Property, including a deck, electrical, upstairs bath addition, cellar doors, replace HVAC, replace windows, install a railing, repair driveway, remodel downstairs bath and replace signage, and which meet the definition of “project” as that term is defined in Section 505.158 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Reimbursement.** Developer covenants and agrees to submit to the GEDC paid invoices, paid receipts, or other documentation of the Qualified Expenditures made to the Property in a form acceptable to the GEDC and in the minimum amount of **Sixty-Four Thousand Two Hundred Ninety and No/100 Dollars (\$64,290.00)** prior to any reimbursement. Developer covenants and agrees to provide to the GEDC said invoices, receipts, or other documentation by **April 30, 2022**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain from the City of Gonzales, Texas, a certificate of occupancy for the Laurel Ridge Designs Establishment located on the Property by **April 30, 2022**.
- (c) **Operate Laurel Ridge Designs Establishment.** Developer agrees to maintain and operate the Laurel Ridge Designs Establishment located on the Property during the Term of this Agreement. Further, Developer covenants and agrees to submit an annual report, a copy of which is attached hereto as **Exhibit A**, and is incorporated herein. The first report shall be due **April 30, 2022**, and annually thereafter.
- (d) **Job Creation and Retention.** Developer agrees during the Term of this Agreement, the Developer shall employ and maintain a minimum of two (2) Full-Time Equivalent Employment Positions working at the Property.
- (e) **Performance Conditions.** Developer agrees to make, execute and deliver to GEDC such

other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence this Agreement.

- (f) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and GEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** GEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Fifty-Two Thousand and No/100 Dollars (\$52,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other documentation submitted by the Developer to GEDC within sixty (60) days of receipt of said documentation.
- (b) **Performance.** GEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and GEDC.

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and GEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to GEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Gonzales, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from GEDC and/or Gonzales County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

SECTION 9. INDEMNIFICATION.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties

sought to be charged or bound by the alteration or amendment.

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

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

if to Developer:	Laurel Ridge Designs, Inc. 827 St. Joseph Street Gonzales, Texas 78629 Attn: Barbara Crozier Telephone: (830) 672-2484
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- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render

that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the GEDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

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

GEDC:

GONZALES ECONOMIC DEVELOPMENT CORPORATION,

a Texas non-profit corporation

By: _____

Andy Rodriguez, President

Date Signed: _____

DEVELOPER:

LAUREL RIDGE DESIGNS, INC.

a Texas corporation

By: _____

Barbara Crozier

Title: _____

Date Signed: _____

Exhibit A

[Annual Report]

Performance Agreement Certification Report

Certification Report for the Performance Agreement between the Gonzales Economic Development Corporation and Laurel Ridge Designs, is due annually for five years per the term of the agreement.

I. Project Information

Company Information:

Company's _____ legal _____ name: _____

Project _____ address: _____

Name of primary contact: _____

II. Reporting Information

Employment Information:

Have you employed undocumented workers? ☐ Yes ☐ No

Have you occupied the building at 827 St. Joseph Street Gonzales, Texas 78629 and operated the facility as a retail establishment and inn?

☐ Yes ☐ No

What is the total number of Full-time Employees located at the facility during the calendar year? ☐

If you are in default of the agreement, please provide a letter describing why you were not able to comply and attach it to this certification form.

III. Additional Information (Voluntary)

Employment:

Number of full-time jobs added in past year: _____

Are you interested in being contacted about workforce training opportunities? ☐ Yes ☐ No

Are you interested in being contacted for assistance with City permits? ☐ Yes ☐ No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____ (Company Name) remakes those representations and warranties as of the date hereof.

I further certify that the employment and is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the GEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____ (Company Name).

Name of Certifying Officer

Certifying Officer's Title

Phone Number

E-Mail Address

Signature of Certifying Officer

Date

STATE OF TEXAS X

COUNTY OF GOZALES X

This information was acknowledged before me on this _____ day of _____, _____ by _____ (First and Last Name, Title) for _____ (Company Name).

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

**Attention: Executive Director
Gonzales Economic Development Corporation
820 St. Joseph
Gonzales, Texas 78629**

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-1 Approving the Purchase of a 2023 Freightliner M106 Cab and Chassis Truck to include an Ox Body Dump Bed with Electric Flip Tarp and authorizing the City Manager to execute the financing agreements

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On November 18, 2021, Council approved the purchase of a 2023 M106 Freightliner dump truck in the amount of \$96,150.40 in Resolution 2021-105. This truck is going to replace our current 1995 Ford dump truck which is currently having the transmission replaced to cost around \$7,000-\$8,000. The vendor informed the City of Gonzales that it could no longer honor the quote that was given since it would take around a year for this truck to be built. City staff requested a revised quote from Freightliner and the financing agreements from Government Capital Corporation in the amount of \$99,104.40 which is an increase of \$2,954 from what was approved in November.

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 TIPS USA #200206 Purchasing Program which assists local governments in reducing costs through this government-to-government procurement service available nationwide.

FISCAL IMPACT:

This equipment was budgeted in the amount of \$21,000.00 within the 2021-2022 Fiscal Year. The total expenditure for the equipment is \$99,104.40, which will be financed at 3.15% with Government Capital for the annual amount of \$21,068.98 for five years. The overage of \$68.98 will be covered by savings on the purchase of the patch pothole patcher unit. It has been verified with the Finance Department the availability of these funds in Account #100-7-603-707 Contract Purchase.

ATTACHMENTS:

Proposals from: Freightliner of Austin

STAFF RECOMMENDATION:

Staff respectfully recommends the purchase of the 2023 Freightliner Dump Truck from Freightliner of Austin in the amount of \$99,104.40

RESOLUTION NO. 2022-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE PURCHASE OF A 2023 FREIGHTLINER M106 CAB AND CHASSIS TRUCK TO INCLUDE AN OX BODY DUMP BED WITH ELECTRIC FLIP TARP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINANCING AGREEMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Street Department is in need of a new dump truck to provide a means to move, dirt and other materials on a day-to-day basis for repairs to infrastructure throughout the City; and

WHEREAS, city staff budgeted \$21,000.00 in account #100-7-603-707 Contract Purchase line for Fiscal Year 2021-2022 to purchase a dump truck to be utilized by the Street Department; and

WHEREAS, city staff requested proposal via TIPS USA specifications to satisfy the procurement process as authorized by the Texas Local Government Code; and

WHEREAS, a proposal was received from: Freightliner Austin in the amount of \$99,104.40; and

WHEREAS, staff recommends the purchase of a 2023 Freightliner M106 Cab and Chassis Truck to include an Ox Body Dump Bed with electric Flip Tarp in the amount of \$99,104.40 and will be financed with Government Capital over a five-year period for the annual amount of \$21,068.98; and

WHEREAS, the Finance Contract by and between the City of Gonzales and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the City will use loan proceeds for reimbursement of expenditures related to the Property; and

WHEREAS, the City Council hereby finds that the purchase of the identified equipment serves the best interest of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the purchase of a 2023 Freightliner M106 Cab and Chassis Truck to include an Ox Body Dump Bed with electric Flip Tarp in the amount of \$99,104.40 and authorizes the City Manager to execute an agreement with Government Capital for a five-year period for the annual amount of \$21,068.98.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January, 2022.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary



December 20, 2021

Ms. Laura Zella
Gonzales City Hall
(830) 672-2815
lzella@gonzales.texas.gov

Dear Laura,

Thank you for the opportunity to present proposed financing for City of Gonzales. I am submitting for your review the following proposed structure:

ISSUER:	City of Gonzales, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 99,104.40
TERM:	5 Annual Payments
INTEREST RATE:	3.15%
PAYMENT AMOUNT:	\$ 21,068.98
PAYMENTS BEGINNING:	At signing, annually thereafter

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
Client Services
Main: 817-421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-2 Authorizing the City Manager to Negotiate and Enter into an Agreement for Engineering Services for the American Rescue Plan (“ARP”) Act of 2021 Coronavirus Local Fiscal Recovery Fund (“CLFRF”) and ARP competitively procured Economic Development Administration (EDA) Funds

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (ARPA). The total allocation of ARPA Coronavirus Local Fiscal Recovery Fund CLFRF funds to the City of Gonzales, as published by the US TREASURY, is \$1,866,571.55. The City receipted the first fifty percent (50%) of its CLFRF allocation (\$933,285.78) on September 15, 2021.

The City intends to allocate CLFRF funds to make necessary investments in water, sewer, or broadband infrastructure, as allowed under the additional guidance regarding the eligible uses of the CLFRF funds, as stated in the US TREASURY document Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021.

On December 1, 2021, a Request for Qualifications was posted seeking professional engineering services for ARPA funds, in the manner most advantageous for the City of Gonzales. The deadline for the responses were December 16, 2021. The City of Gonzales received two responses to the RFQ. The responses were from TLC Engineering and Doucet & Associates, Inc. On December 29, 2021, City Staff met and evaluated the responses based on the criteria set forth in the RFQ and ranked them with a possible score of 100 points; TLC Engineering scored 73.66 and Doucet & Associates, Inc. scored 89.33.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

The Request for Qualifications is not based upon a dollar amount; therefore, the fiscal impact is unknown at this time.

ATTACHMENTS:

Bids from TLC Engineering and Doucet & Associates, Inc.

STAFF RECOMMENDATION:

Staff respectfully recommends Council award the bid to Doucet & Associates, Inc.

RESOLUTION NO. 2022-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES FOR THE AMERICAN RESCUE PLAN (“ARP”) ACT OF 2021 CORONAVIRUS LOCAL FISCAL RECOVERY FUND (“CLFRF”) AND ARP COMPETITIVELY PROCURED ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS TO DOUCET & ASSOCIATES, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”); and

WHEREAS, the total allocation of CLFRF funds to the City of Gonzales, as published by the US TREASURY, is \$1,866,571.55; and the City receipted the first fifty percent (50%) of its CLFRF allocation (\$933,285.78) on September 15, 2021; and

WHEREAS, the City intends to allocate CLFRF funds to make necessary investments in water, sewer, or broadband infrastructure, as allowed under the additional guidance regarding the eligible uses of the CLFRF funds, as stated in the US TREASURY document Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter (“FAQ”)); and

WHEREAS, on December 1, 2021, a Request for Qualifications was posted seeking professional engineering services for the City of Gonzales Coronavirus State and Local Fiscal Recovery Funds, and any competitively procured ARPA funds in the manner most advantageous for the City of Gonzales; and

WHEREAS, two bids/proposals for engineering services received by the City of Gonzales on December 16, 2021; and

WHEREAS, the two proposals were received from TLC Engineering and Doucet & Associates, Inc.; and

WHEREAS, on December 29, 2021, City Staff met and evaluated the responses based on the criteria set forth in the RFQ and ranked them with a possible score of 100 points; TLC Engineering scored 73.66 and Doucet & Associates, Inc. scored 89.33; and

WHEREAS, the City finds that negotiating and entering into an agreement with Doucet & Associates, Inc. for professional engineering services would be in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City; and

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to negotiate and enter into an Agreement for professional engineering services to Doucet & Associates, Inc.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-3 Authorizing the City Manager to Execute an Agreement for Grant Administration Services for the American Rescue Plan (“ARP”) Act of 2021 Coronavirus Local Fiscal Recovery Fund (“CLFRF”) and ARP competitively procured Economic Development Administration (EDA) Funds

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (ARPA). The total allocation of ARPA Coronavirus Local Fiscal Recovery Fund CLFRF funds to the City of Gonzales, as published by the US TREASURY, is \$1,866,571.55. The City receipted the first fifty percent (50%) of its CLFRF allocation (\$933,285.78) on September 15, 2021.

The City intends to allocate CLFRF funds to make necessary investments in water, sewer, or broadband infrastructure, as allowed under the additional guidance regarding the eligible uses of the CLFRF funds, as stated in the US TREASURY document Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021.

On December 1, 2021, a Request for Proposals was posted seeking professional grant administration services for ARPA funds, in the manner most advantageous for the City of Gonzales. The deadline for the responses were December 16, 2021. The City of Gonzales received two responses to the RFP. The responses were from Langford Community Management Services and JET Development, LLC. On December 29, 2021, City Staff met and evaluated the responses based on the criteria set forth in the RFP and ranked them with a possible score of 100 points; Langford Community Management Services scored 70.55 and JET Development, LLC scored 84.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

The fiscal impact is \$50,000 which can be paid out of the funds from the American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Fund.

ATTACHMENTS:

Bids from Langford Community Management Services and JET Development, LLC.

STAFF RECOMMENDATION:

Staff respectfully recommends Council award the bid to JET Development, LLC.

RESOLUTION NO. 2022-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR THE AMERICAN RESCUE PLAN (“ARP”) ACT OF 2021 CORONAVIRUS LOCAL FISCAL RECOVERY FUND (“CLFRF”) AND ARP COMPETITIVELY PROCURED ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS TO JET DEVELOPMENT, LLC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”); and

WHEREAS, the total allocation of CLFRF funds to the City of Gonzales, as published by the US TREASURY, is \$1,866,571.55; and the City receipted the first fifty percent (50%) of its CLFRF allocation (\$933,285.78) on September 15, 2021; and

WHEREAS, the City intends to allocate CLFRF funds to make necessary investments in water, sewer, or broadband infrastructure, as allowed under the additional guidance regarding the eligible uses of the CLFRF funds, as stated in the US TREASURY document Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter (“FAQ”)); and

WHEREAS, on December 1, 2021, a Request for Proposals was posted seeking professional grant administration services for the City of Gonzales Coronavirus State and Local Fiscal Recovery Funds, and any competitively procured ARPA funds in the manner most advantageous for the City of Gonzales; and

WHEREAS, two bids/proposals for grant administration services were received by the City of Gonzales on December 16, 2021; and

WHEREAS, the two proposals received were from Langford Community Management Services and JET Development, LLC; and

WHEREAS, on December 29, 2021, City Staff met and evaluated the responses based on the criteria set forth in the RFP and ranked them with a possible score of 100 points; Langford Community Management Services scored 70.55 and JET Development, LLC scored 84; and

WHEREAS, the City finds that entering into an agreement with JET Development, LLC for professional grant administration services would be in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City; and

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to execute an Agreement for professional grant administration services to JET Development, LLC.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-4 Approving a First Amendment to Performance Agreement between the Gonzales Economic Development Corporation and First United Methodist Church for the Stockton Youth Center

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At the May 26, 2021, meeting, the Gonzales Economic Development Corporation (GEDC) approved a Performance Agreement with the First United Methodist Church for renovations to the Stockton Youth Center. First United Methodist Church requested an extension to complete the project because of Covid related supply chain issues where they have been unable to source materials to complete the project. An extension to complete the project no later than June 30, 2022, was approved unanimously at the December 27, 2021 GEDC meeting.

GEDC covenants and agrees with Developer that, while the Agreement is in effect, it shall comply with the terms and conditions outlined within the performance agreement.

POLICY CONSIDERATIONS:

The GEDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.” An Amended and Restated Agreement approved by the GEDC and City Council gives Laurel Ridge additional time to complete the project.

FISCAL IMPACT:

The GEDC has available funds within the Business Incentive Grant Program 7-700.718 of the 2021 - 2022 budget. Once the project is complete, and First United Methodist Church has submitted all paperwork documenting expenditures were made, First United Methodist Church will receive a reimbursement of \$15,000.

ATTACHMENTS:

Amended and Reinstate Performance Agreement

STAFF RECOMMENDATION:

Staff respectfully requests City Council action as deemed appropriate.

RESOLUTION NO. 2022-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A FIRST AMENDMENT TO PERFORMANCE AGREEMENT BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND FIRST UNITED METHODIST CHURCH, A TEXAS NON-PROFIT CORPORATION AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Gonzales, Texas, desires to approve the First Amendment to Performance Agreement (hereinafter referred to as the “First Amendment”) by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”) and **FIRST UNITED METHODIST CHURCH**, a Texas non-profit corporation, a copy of which is attached hereto as ***Exhibit A*** and is incorporated herein for all purposes.

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the First Amendment between the Gonzales Economic Development Corporation and the First United Methodist Church, a copy of which is attached hereto as ***Exhibit A***, and is incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

**FIRST AMENDMENT
TO
PERFORMANCE AGREEMENT**

This **FIRST AMENDMENT TO PERFORMANCE AGREEMENT** (hereinafter referred to as the “First Amendment”) is made and entered into by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **FIRST UNITED METHODIST CHURCH**, a Texas non-profit corporation (hereinafter referred to as the “Developer”):

RECITALS:

WHEREAS, on or about June 23, 2021, the GEDC and Developer entered into the original Performance Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to operate the Stockton Youth Center to be located in the City of Gonzales, Texas; and

WHEREAS, the GEDC and Developer now desire to amend Sections 2, 4(a), 4(b), and 4(c) of the Original Agreement to the mutual obligations of the parties.

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.

- (a) **Amendment to Original Agreement.** That Section 2 of the Original Agreement is hereby amended to read as follows:

“SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2024**, unless terminated sooner under the provisions hereof.”

- (b) **Amendment to Original Agreement.** That Section 4(a) of the Original Agreement is hereby amended to read as follows:

“(a) **Reimbursement for Qualified Expenditures.** Developer covenants and agrees to submit to the GEDC paid invoices, paid receipts, or other documentation of the Qualified Expenditures in a form acceptable to the GEDC prior to any reimbursement. Developer covenants and agrees to provide to the GEDC said

invoices, receipts, or other documentation by **June 30, 2022.**”

- (c) **Amendment to Original Agreement.** That Section 4(b) of the Original Agreement is hereby amended to read as follows:

“(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain from the City of Gonzales, Texas, a certificate of occupancy for the youth center facility located on the Property by **June 30, 2022.**”

- (d) **Amendment to Original Agreement.** That Section 4(c) of the Original Agreement is hereby amended to read as follows:

“(c) **Operate Youth Center Facility.** Developer covenants and agrees to maintain and operate the youth center facility located on the Property as a youth center facility consistent with Section 505.152 of the Act and during the Term of this Agreement, and consisting of the following activities: host community events, art shows, entertainment activities, tourism gatherings, conventions, have the facility open for family gatherings, school functions, workshops, trainings and exercise classes. Further, Developer covenants and agrees to submit an annual report, a copy of which is attached hereto as ***Exhibit A***, and is incorporated herein. The first report shall be due **September 30, 2022**, and annually thereafter.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Gonzales County, Texas.
- (c) **Assignment.** This First Amendment may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. GEDC warrants and represents that the individual executing this First Amendment on behalf of the GEDC has full authority to execute this First Amendment and bind the GEDC to the same. Developer warrants and represents that the individual executing this First Amendment on Developer’s behalf has full authority to execute this First Amendment and bind it to the same.

- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the “Effective Date”) of this First Amendment shall be the date of the latter to execute this First Amendment by and between the GEDC and Developer.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.
- (i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

GEDC:

GONZALES ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Andy Rodriguez, President
Date Signed: _____

DEVELOPER:

FIRST UNITED METHODIST CHURCH,
A Texas non-profit corporation,

By: _____
Rev. Dr. Matt J. Pennington
Date Signed: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-5 Approving a Corrected Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC.

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At its September 7, 2021, meeting the Gonzales Economic Development Corporation (GEDC) approved an Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC. City Council approved the subsequent Resolution 2021.80. After the item was passed by both GEDC and Council, a typo was discovered and staff desires to correct the amount for accounting purposes. The attached Corrected Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC. was approved by a unanimous vote of the GEDC at its December 27, 2021 meeting.

POLICY CONSIDERATIONS:

GEDC is authorized to make grants of money towards permissible projects, further given the COVID-19 pandemic, the GEDC wants to do its part to keep economic development occurring in the city by trying to keep businesses from closing.

FISCAL IMPACT:

There is no fiscal impact. The transaction is complete. This is a clean up item for accounting purposes only.

ATTACHMENTS:

Amendment to Original Loan Agreement and Amendments

STAFF RECOMMENDATIONS:

GEDC Board and Staff respectfully request City Council action deemed appropriate.

RESOLUTION NO. 2022-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A CORRECTED AMENDMENT TO ORIGINAL AGREEMENT AND AMENDMENTS BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND COME AND TAKE IT PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, on or about September 10, 2021, the GEDC and **COME AND TAKE IT PROPERTIES, LLC**, a Texas limited liability company, entered into the Amendment to Original Agreement; and

WHEREAS, the GEDC and COME AND TAKE IT PROPERTIES, LLC, desire to correct a dollar amount within the Amendment to Original Agreement from One Hundred Eighty-Four Thousand Eight Hundred Sixty-Six and 90/100 Dollars (\$184,866.90) to One Hundred Eighty-Four Thousand Nine Hundred Forty-Nine and 54/100 Dollars (\$184,949.54) with this Corrected Amendment, a difference of Eighty-Two and 64/100 Dollars (\$82.64); and

WHEREAS, the City Council of the City of Gonzales, Texas, desires to approve the Corrected Amendment to Original Agreement and Amendments (hereinafter referred to as the “Amendment”) by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”) and **COME AND TAKE IT PROPERTIES, LLC**, a Texas limited liability company, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes.

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the Corrected Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC, a Texas limited liability company, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Corrected Amendment to Original Agreement and Amendments]

CORRECTED AMENDMENT TO ORIGINAL AGREEMENT AND AMENDMENTS

This Corrected Amendment to Original Agreement (hereinafter referred to as the “Amendment”) is hereby entered into on the ____ day of December, 2021, by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”) and **COME AND TAKE IT PROPERTIES, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”).

RECITALS:

WHEREAS, on or about March 6, 2014, the GEDC and Developer entered into the original Loan Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to construct improvements to the existing Dilworth Bank Building, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

WHEREAS, on or about April 18, 2018, the GEDC and Developer entered into the First Amendment to Loan Agreement (hereinafter referred to as the “First Amendment”) regarding financial assistance to construct improvements to the existing Dilworth Bank Building, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

WHEREAS, on or about June 2, 2020, the GEDC and Developer entered into the Second Amendment to Loan Agreement (hereinafter referred to as the “Second Amendment”) whereby GEDC consented to the assignment to Historic Hospitality Management, LLC, a Texas limited liability company, of certain obligations contained in Sections 4(c) (Operation of the Bed and Breakfast Establishment) and 4(d) (Job Creation and Retention requirements) of the Original Loan Agreement (the First Amendment and Second Amendment are collectively referred to as the “Amendments”); and

WHEREAS, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas in response to the COVID-19 outbreak and as of the Effective Date of this Amendment the state of disaster remains ongoing; and

WHEREAS, pursuant to the terms of the Original Agreement and Amendments Developer was required to repay the loan consistent with the terms of the Original Agreement as modified by the Amendments; and

WHEREAS, Developer has complied with all terms and conditions of the Original Agreement as modified by the Amendments; and

WHEREAS, Sections 501.101, 501.103, 501.105, and 505.158 of the Texas Local Government Code authorizes the GEDC to provide financial assistance consistent with the terms of those statutes; and

WHEREAS, the GEDC and Developer now desire to retire the loan payoff amount upon the payment of \$75,000.00 to the GEDC; and

WHEREAS, on or about September 10, 2021, the GEDC and Developer entered into the Amendment to Original Agreement (hereinafter referred to as the “Amendment to Original Agreement”); and

WHEREAS, the GEDC and Developer desire to correct a dollar amount within the Amendment to Original Agreement from **One Hundred Eighty Four Thousand Eight Hundred Sixty-Six and 90/100 Dollars (\$184,866.90)** to **One Hundred Eighty Four Thousand Nine Hundred Forty-Nine and 54/100 Dollars (\$184,949.54)** with this Corrected Amendment, a difference of **Eighty-Two and 64/100 Dollars (\$82.64)**.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GEDC and Developer covenant and agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT AND ANY AMENDMENTS.

- (a) **Amendment to Original Agreement.** As of the Effective Date of this Amendment, upon Developer’s payment to the GEDC the sum of **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** (the “Payment Amount”), of the remaining balance of **One Hundred Eighty Four Thousand Nine Hundred Forty-Nine and 54/100 Dollars (\$184,949.54)** on the original loan amount, the Original Agreement and Amendments shall terminate automatically and neither the GEDC nor the Developer shall have any further obligations under the Original Agreement as modified by the Amendments. The Original Agreement as modified by the Amendments shall continue in full force and effect until Developer pays to GEDC said Payment Amount.

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Amendment:

- (a) **Amendments.** This Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Amendment. No alteration of or amendment to this Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Amendment shall lie in the state district courts of Gonzales County, Texas.

- (c) **Assignment.** This Amendment may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. GEDC warrants and represents that the individual executing this Amendment on behalf of the GEDC has full authority to execute this Amendment and bind the GEDC to the same. Developer warrants and represents that the individual executing this Amendment on Developer's behalf has full authority to execute this Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Amendment.
- (f) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this Amendment shall be the date of the latter to execute this Amendment by and between the GEDC and Developer.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this Amendment.
- (i) **Severability.** The provisions of this Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Amendment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above-written.

GEDC:

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

By: _____

Andy Rodriguez, President

Date Signed: _____

DEVELOPER:

COME AND TAKE IT PROPERTIES, LLC,
A Texas limited liability company

By: _____

Kasia Pabian, Manager

Date Signed: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-6 Approving the Victoria Economic Development Regional Plan and Consulting Services Agreement

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At its December 27, 2021, meeting, the Gonzales Economic Development Corporation (GEDC) unanimously agreed to participate with the Victoria Economic Development Corporation and several other counties and cities in the Victoria Workforce Development Area to engage in consulting services with the firm of Newmark, Knight Frank. The scope of work includes Reviewing existing conditions and competitive positioning, peer identification, competitiveness data, existing industry analysis, market research, asset mapping and identifying target industries. The deliverables include a SWOT Profile, Peer City comparison, and an Asset Mapping Report along with an Industry Driver Analysis.

POLICY CONSIDERATIONS:

GEDC is authorized to enter into consulting services agreements. Further, the GEDC may engage in economic development activities within the City limits, Gonzales County or regionally consistent with the Development Corporation Act, and with the approval of the GEDC Board of Directors and City Council.

FISCAL IMPACT:

Participation cost to the GEDC is \$5,000 which is included in the current fiscal year budget.

ATTACHMENTS:

Economic Development Consulting Services Proposal

STAFF RECOMMENDATIONS:

GEDC Board and Staff respectfully request City Council action deemed appropriate.

RESOLUTION NO. 2022-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE VICTORIA ECONOMIC DEVELOPMENT REGIONAL PLAN AND CONSULTING SERVICES AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Gonzales, Texas, desires to approve the Victoria Economic Development Regional Plan and Consulting Services Agreement (hereinafter referred to as the “Regional Plan”) for the GEDC, a copy of which is attached hereto as ***Exhibit A*** and is incorporated herein for all purposes.

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the Victoria Economic Development Regional Plan and Consulting Services Agreement, a copy of which is attached hereto as ***Exhibit A***, and is incorporated herein for all purposes.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

Economic Development **CONSULTING SERVICES**

PREPARED FOR:
City of Victoria, TX



Revised June 29, 2020

March 18, 2020

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March 18, 2020 (Revised June 29, 2020)

Jesus Garza, City Manager

City of Victoria, Texas

105 West Juan Linn St.

Victoria, TX 77901

jgarza@victoriatx.org

D. Dale Fowler CECD, President

Victoria Economic Development Corp.

700 Main Center, Suite 104

Victoria, Texas 77901

dalefowler@victoriaedc.com

Re: Request for Proposal for the Victoria, Texas Economic Development Strategic Plan and Target Industry Study

Dear Mr. Garza and Mr. Fowler,

Newmark Knight Frank (NKF) is pleased to present this proposal to develop an Economic Development Strategic Plan and Target Industry Study for the City of Victoria and Victoria Economic Development Corporation (VEDC). I believe you will find our team well qualified and passionate about helping your community undertake this important initiative. Our team's expertise is a unique integration of economic development, urban planning, corporate site selection, labor analytics/workforce evaluation, real estate, economic incentive advisory, and global supply chain strategy and operations. We are trusted business advisors to a wide variety of corporations-small and large, domestic and international, established and emerging.

We want to reinforce that our approach summarized in this proposal is one of partnering – whereby we understand that VEDC along with other state and local stakeholders will have a focused leadership position to understand the data, biases, local needs and opportunities in this community. We believe NKF, and especially the team assigned to this project, will bring outside knowledge and experience to provide unique and creative solutions to assist the VEDC with the context of business attraction, retention and entrepreneurship – and associated economic impact. Our approach brings the combination of strategy, critical thinking, and analytical methods within a “reverse site selection process” to creatively generate opportunities that are actionable and sustainable.

With all that is changing in the world today, it is a great time to strategize and determine diversified industries that the region can pursue. Recovery from the economic fallout from COVID-19 will be centered around communities pulling themselves up by their bootstraps with limited support from state and federal government and NKF wants to be a partner providing opportunities for the VEDC to succeed, especially as other states regions and counties will be vying for the same elusive and nuanced demand and deal flow in the marketplace.

Informing our local expertise is a global perspective on private sector decision making garnered from our extensive location strategy and site selection experience. Through our past project experience, we have a deep understanding of the economic development challenges and opportunities experienced by small to medium-size cities. As a firm, NKF has represented numerous companies considering Texas for relocation or expansion, both urban and rural. With respect to ports, reference our supply chain practice and clients we have that evaluate transportation infrastructure on a global basis (raw material, to port to customer base). Lastly, our project lead on this assignment was born and raised in South Texas bringing a deep understanding of the community, regional cultural dynamics and its history that will be hard to replicate.

Similar to what we face in the Boardroom every day, we will be an excellent partner in engaging and aligning local stakeholders and educating public officials and the community on the importance of this plan, and we will endeavor to work with you to exceed stakeholder expectations. We know how to make a case for change, and to back up our recommendations with defensible and educational perspectives, so implementation is consensus driven.

We look forward to the chance to work with you and the City of Victoria business leaders to advance this initiative.

Please call us with any questions after you have had a chance to review the proposal.

Best regards,



Kim L. Moore
Senior Managing Director, Consulting
kimoore@ngkf.com

cc: Robert Hess, NKF Global Strategy

Project Understanding

The City of Victoria ("City") and the Victoria Economic Development Corporation ("EDC" or together as "VEDC") wish to engage a site selection and economic development consultancy to support their collective efforts identifying and attracting major new employers to the Victoria County area ("the Assignment"). The Global Strategy consulting division of Newmark Knight Frank ("NKF") has expressed its interest in supporting this Assignment.

The VEDC is focused on growing the City of Victoria through recruitment of new industries and commercial businesses; growing tourism infrastructure and support expansion of existing businesses. It seeks to expand the City's energy and manufacturing sectors through new value-added opportunities. That being said, NKF acknowledges that there are great benefits in economies of scale during the site selection process and encourage VEDC to include all of Victoria County in this study as the County will impact assets and challenges that are part of the competitiveness of the City and the region so they both should be considered for this study.

VEDC is responding to the immediate crisis needs of local area businesses impacted by the COVID-19 pandemic. This Assignment needs to be undertaken in parallel with the COVID-19 efforts and utilize the data, findings, and recommendations created in the Strategy to ensure that the VEDC's company attraction initiative is productive and aligned within current regional plans as well as positioned to capitalize on the industries strongly emerging out of the pandemic's disruption.

VEDC and NKF have discussed the broad dimensions of the business opportunities that are currently available because of the pandemic:

1. **Supply chain restructuring across global manufacturing, distribution, and retail assets.** Opportunities may exist to attract significant manufacturing and distribution operations from abroad, or as domestic operations locate and expand in response to supply chain disruptions and perceived international risks.
2. **Organizational redesign and footprint realignment across global office-based assets.** Opportunities may exist to attract shared services, product development (e.g. R&D or tech/IT), and backup operations centers from abroad, or as domestic operations locate and expand in response to operational disruptions and perceived risks of being in certain large metros, having heavy personnel concentration in few locations, and/or because viable location alternatives such as Victoria County exist with lower operating costs and favorable business conditions.

VEDC has placed a priority on attracting supply chain and vendors that support their existing and new industries, while acknowledging that meaningful economic development impact can be gained through both industrial and office projects and any pursuit strategy will need to be opportunistic in some measure.

Scope of Work

Project Management Approach and Protocols

The NKF team believes that strong project management and communication plans are the key to a successful engagement. To facilitate those things NKF recommends the use of the following guidelines:

Single Points of Contact: A designation of a single point of contact for both the VEDC and the NKF team. There will be project communications between other team members should the specific work task dictate, but all communications must copy the single points of contact, and all team wide communications will be led by those individuals.

Client Review: We believe that there must be consistent and ongoing involvement by the client team to ensure a deliverable that meets your needs and goals. As such, we expect to involve your team in regular reviews of materials. For the timeline to be effective, we need a commitment from the VEDC team to review materials and return feedback expediently. The NKF team will always provide an intended review-by date.

Bi-Weekly Update Calls: To maintain regular communication about project progress, we will schedule a bi-weekly call between the core NKF team and the core project team. The calls will last approximately 30-60 minutes and will cover completed tasks, upcoming tasks, responsibility and overall project tracking. A project dashboard will be created and re-visited during every progress meeting to track progress on key milestones. To keep costs down we will use WebEx technology for these bi-weekly update meetings.

Stakeholder Interviews: A variety of interviews will be necessary to quickly ascertain local knowledge and perceptions regarding economic and workforce development. This would include city, county and regional officials; local business leaders and entrepreneurs; representatives from academia; and other relevant workforce development stakeholders. Our proposal includes up to 25 in-person or phone interviews and three roundtables. The VEDC staff will be responsible for identifying the appropriate stakeholders and for scheduling these interviews and roundtables. Any interviews over the maximum of 25 or three roundtables described in this section, will be conducted at an additional cost of \$600 each. VEDC can trade individual interviews for roundtables and vice versa as long as the total interactions do not exceed 28 interactions.

On Site Meetings: This proposal is based on members of the NKF team being onsite with the VEDC a maximum of three times (initial kick-off and data-gathering/interviews, one progress session presentation/interviews, and a final presentation of recommendations and findings). Any additional public forums and roll out meetings will be at an additional cost.

Final Report: The final report will include one digital copy of the complete strategic report formatted in PowerPoint including all addendums and supporting/process documents together with an executive summary delivered in a PDF document. The findings will cover recommendations for the entire Victoria County region. The final report will be accompanied by a PowerPoint presentation describing key findings and recommendations of the completed plan.

Existing Conditions and Competitive Positioning

Task 1: Business Climate Assessment

The purpose of the first task is to:

- ◆ Document Victoria County's general business environment strengths (assets) and weaknesses.
- ◆ Understand how existing industry and business activity can support and create future investment.
- ◆ Identify preliminary target industries that align with the identified assets.

1.1 Peer Identification

Identify competitive peer geographies to be used for business environment comparison and evaluation. The competitive peers should be selected from other locations and communities that are typically competing for projects in industries similar to the main drivers of the Victoria County economy. NKF will use their past project experience as well as Victoria County's past prospect experience to make the identification.

1.2 Gather Competitiveness Data

The process begins by gathering regional economic, labor, infrastructure and business climate related data. The data will reflect the types of general critical location factors (CLFs) that are important to industry as they make location decisions; generally grouped into workforce, operating environment, operating costs and quality of life. The sources and methodologies for gathering and defining the data will reflect the types of processes used by site selection consulting professionals. In addition to Victoria County and City of Victoria data, data for the small set of competitive peers will also be gathered and used to better understand relative competitive strengths and weaknesses.

1.3 Existing Industry Analysis

The existing industry analysis will evaluate the presence, activity and impact of high-level traded industry sectors in the Victoria County area. The results of the industry analysis will be presented in a two-by-two matrix, each industry arrayed by growth vs. regional specialization. The analysis will classify all industries into one of four (4) categories: 1) Primary Leaders of the Regional Economy, 2) Foundational Industry, 3) Growth Opportunities, and 4) Declining Industry. From this analysis, NKF can start to understand where future industries may emerge, and/or opportunities to compliment an existing strength with new industry sub sectors.

1.4 In Market Research

Once there is a baseline understanding of the regional business environment based on the desktop analysis, it is necessary to reality check the findings through on-the-ground interviews and research. The interviews should include key business leaders within existing target industries, as well as economic development stakeholders. In addition, it will also be important to tour the community and major development sites and opportunities. Different industries have different physical site requirements and understanding physical opportunities will help filter potential target industries. The scope of work assumes three to four days of in-market time.

1.5 Develop Asset Maps

Aggregating the existing industry analysis, quantitative business environment data and qualitative interview findings, we will produce a business conditions and business cost asset map for the Victoria County area. An asset map is a two-by-two matrix that arrays each critical location factor in terms of its importance to industry location decisions and how competitive the County is compared to its peers. Ultimately there will be a general business costs and conditions asset map, as well as an asset map for each preliminary target industry.

1.6 Identify Preliminary Target Industries

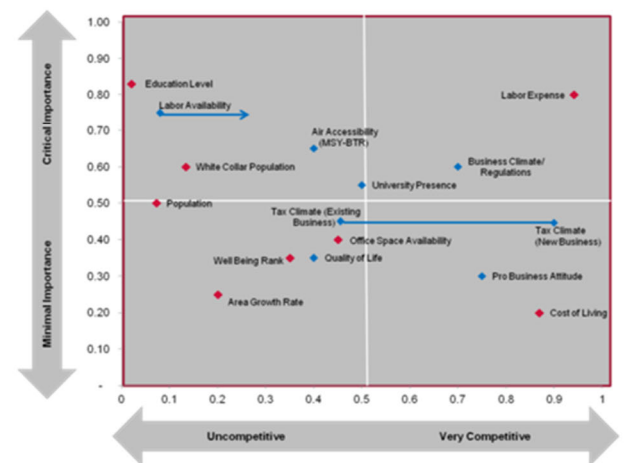
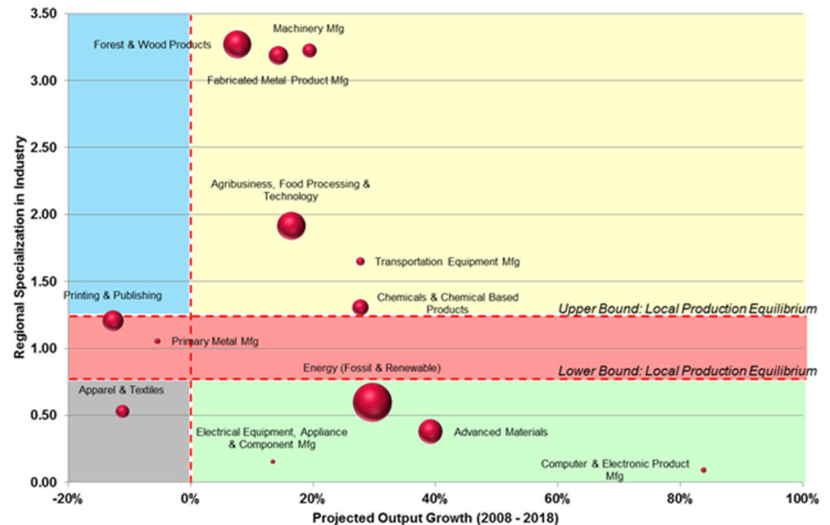
After all the quantitative and qualitative data is gathered it needs to be analyzed and distilled to identify preliminary target industries. The results of the Phase 1 research will be a broad collection of metrics and measures that define the economic realities of the Victoria County area. By using that information, coupled with industry experience in actual business location decision making, preliminary target industries will start to emerge (three to four). Each target industry will have location requirements (labor, costs, infrastructure, market access, etc.) that align with the strengths of the region. In other words, each target industry will have a business need that can be met by Victoria County's business case. Types of target industries could include:

1. Sub-sector of existing driver industry
2. Industry with complimentary supply chain to a current driver industry
3. New or emerging industry

Each of the preliminary targets will be further refined in the later steps.

Task 1: Deliverables

- ♦ **SWOT Profile** – assessment of Victoria County's strengths, weaknesses, opportunities and threats from a competitive standpoint.
- ♦ **Peer City Comparison** – report comparing Victoria County to its set of peer communities on a variety of economic and demographic data points.
- ♦ **Asset Mapping Report** – summary of local assets (infrastructure, labor, real estate, operational environment) relating to their current and potential opportunities. Quantify the level of competitiveness that an asset has relative to industry requirements.



- ♦ **Industry Driver Analysis** – identification of key industry leaders, industry mainstays, future industry opportunities, and declining sectors

Task 2: Demand Analysis and Competitive Positioning

2.1. Historic Demand Analysis

Understand historic location demands in the preliminary target industries. Examine recent project announcements, and interview involved economic development professionals when possible, in Victoria County and competing areas to determine the types of project parameters, market requirements and site demands businesses within the preliminary target industries have.

2.2. Preliminary Target Industry Trends

Understanding historic demand, while important, is incomplete when considering rapidly changing and emerging industries. As such, we must gather current industry trend information and business impacts that may affect real estate needs and location decisions. The historic demand and trend information gathered during this process will be distilled into two elements: 1) a summary of potential industry trends that may impact real estate, and how that may alter future demand; and 2) a preliminary target industry profile of typical project size, labor requirements, infrastructure demands, etc.

2.3. Baseline Workforce Evaluation

Like the existing industry analysis, the workforce evaluation is intended to profile existing labor assets and identify how to leverage those assets in growth industries to attract new investment and create a dynamic labor base. Our team will work with the appropriate local public-sector entities to obtain occupational and workforce skills data. The analysis will measure the regional concentration of defined occupation clusters, as well as the average wage of those clusters. Labor clusters in which the region displays above average concentration can be leveraged to attract new businesses that demand those same skills. Likewise, the occupations common in declining industries will be matched to the demands of growth industries in order to develop a plan for a transition into the new economy. The labor analysis will also identify deficiencies in skills that can be addressed through long-term educational and training initiatives.

2.4. Refine Target Industries

After considering the demand analysis, NKF and the VEDC team will winnow the target industry list to the best final targets. Additional data will be gathered to complete the understanding of these industries, and Victoria County's competitiveness, as necessary.

2.5. Develop Competitive Position

The identification of strengths and weaknesses will be further distilled into a succinct, competitive positioning statement for each target industry. The competitive positioning statement answers the question, "Why is Victoria County the right place for the target industry to do business?" The competitive positioning statement is not simply marketing language, it is based on data and reflects real business location criteria.

Potential Add On:

Review the definition of the Victoria region and consider expanding boundaries south to Refugio County (Refugio), West to Goliad County (Goliad), Northwest to DeWitt County (Cuero), North to Lavaca County (Hallettsville, Shiner, Yoakum) and Northeast to Jackson County (Edna) and Southeast to Calhoun County (Port Lavaca). NKF would determine the pros and cons of adding each of these markets to this study. If the decision is made to include some or all of these additional counties, NKF will add these to the SOW for evaluation, SWOT, asset mapping and recommendations. The addition of these counties to this study will require an additional in market visit and additional interviews (includes no more than five (5) additional interviews and one (1) roundtable per county added to the study; Any interviews or roundtables over the maximum of six (6) described in this section, will be conducted at an additional cost of \$600 each.) to complete therefore it requires an additional fee described below in the Business Arrangements section.

Task 2: Deliverables

- ♦ **Target Industry Business Case** – articulation of Victoria County's competitive assets and value proposition for attracting companies from each target industry sector.

- ♦ **Occupation Clusters Profile** – identification of occupations in declining industries with transferable skillsets, gauged by oversupply/undersupply.

Task 3: Recommendations and Implementation Roadmap

The purpose of this task is to:

- ♦ Take the findings and conclusions from the existing industry analysis and employer demand and needs analysis to form a strategy to encourage a fully engaged labor force in the region.
- ♦ Create an implementation plan that will outline a set of actionable steps to support the effective execution of this strategy.

3.1. Strategies and Recommendations

It will be important to prepare for implementation by translating the work of the previous phases into a set of strategies and recommendations. The work completed in the previously outlined phases will provide a foundation for the long-term framework that will include policies and strategies to promote the targeted development of Victoria County's economic development competitive positioning. NKF will identify targeted actions that can be taken by key stakeholders in the region to drive and implement these changes. These recommended proactive measures will be based on realistic and current market opportunities. The recommendations will be segmented into categories that approximately represent their sphere of impact (public sector, private sector, academia, non-profits, etc.).

STRATEGIC RECOMMENDATIONS AROUND COMMON THEMES



3.2. Implementation Plan and Success Metrics

Each of the strategies and recommendations will require a series of actionable implementation steps. The implementation plan will outline the required steps for the rollout of each strategic initiative and will provide suggestions related to responsible party, priority, timeline, basic implementation steps and success metrics that can be used for long-term goal setting.

In alignment with the initiatives of this competitiveness strategy, the implementation plan will include a variety of action steps to address specific areas that will include, but not be limited to:

- ♦ Business recruitment strategies
- ♦ Business retention and economic gardening
- ♦ Addressing competitive challenges versus peer cities
- ♦ Workforce/education enhancement and skills gaps
- ♦ Opportunities to leverage public, private, and nonprofit resources to implement strategies
- ♦ Communications and marketing strategies

In order to provide for long term review and measurement of the implementation plan, it is important that there be success metrics (or key performance indicators) identified for each initiative, as well as a defined method for gathering data and quantifying the success metrics. Each of the community goals will have a quantifiable measure associated with it that will allow for progress tracking. To ensure the success metrics are used reliably, it is important that there be a consistent data source, gathering and analysis process. The NKF Team will record the recommended data sources and analysis techniques for each success metric.

NKF will provide one year of free counsel to address any issues that come up or provide guidance and expertise on projects. You will have access to both Bob Hess and Kim Moore for 15-minute counsel calls as the need arises for a year after the final report presentation.

NKF is also willing to discuss ongoing annual reporting on implementation and progress in a separate Scope of Work (SOW). This structure would allow for an unbiased review of Victoria County's ability to execute the recommended strategic initiatives.

Task 3: Deliverables

- ♦ **Final Recommendations** – various economic development strategies and recommendations covering a variety of topics and implementable over the near, mid, and long-terms
- ♦ **Implementation Plan** – an action-oriented rollout plan for each recommendation including a customized scorecard to track progress on each initiative
- ♦ **Final In-Market Presentation** – to be done in-person in Victoria and presented to the VEDC team and any other stakeholders identified by client
- ♦ **Counsel and Guidance** - 15-minute counsel calls as the need arises for a year after the final report presentation

Business Arrangements

Based on the proposed Scope of Work, NKF estimates a fee of \$75,000 plus expenses for work that will take approximately 14-16 weeks to complete. The fee will be billable in three (3) payments as described:

- ♦ 30% will be billed upon notice to begin;
- ♦ 35% will be billed at the study mid-point; and
- ♦ the balance of 35% will be billed upon completion of the project after the final community presentation and the road map for the future has been signed off on by project lead for a total of three (3) payments.

Add on fee: if it is determined to expand the region to include any of the additional counties in this study, NKF estimates an additional fee of \$5,000 plus expenses for each additional county added to the study.

Other Business Terms

VEDC agrees to reimburse NKF for business-related project expenses. Reimbursable expenses include the actual cost of travel-related expenses (airfare, hotel, meals, vehicles, parking, etc.) incurred by NKF in connection with the performance of their duties during the management of this project. Expenses will be billed without mark-up.

Note that we are set-up with best in class technology to work with the VEDC and its stakeholder through on-line meetings, survey and other tools that we utilize to serve our corporate clients all over the globe.

All fees are quoted in U.S. dollars. Our invoices are due within 30 days of receipt. A service charge will be applied monthly to all accounts not paid in the amount of one and one-half percent (1.5%) of the outstanding amount.

Our standard Consulting Agreement is attached. Note that all pages in this proposal shall be deemed to be Exhibit "A" to our proposed Agreement. No work will commence on the Scope of Work until written authorization by all parties has been finalized and executed.

Authorization

Thank you for the opportunity to present our proposal to facilitate VEDC's growth and efficiency objectives. We're confident in our ability to deliver a seamless and integrated approach that will deliver the highest value to your enterprise. We will act as your trusted advisor through each and every stage to help ensure that VEDC's vision is realized.

We are prepared to begin work immediately upon receipt of written authorization to proceed.

Accepted by –

Client:

Victoria Economic Development Corporation and
City of Victoria

Signed: _____

Name: _____

Title: _____

Date: _____

Newmark Knight Frank:

Newmark and Company Real Estate, Inc.,
a New York corporation

Signed: _____

Name: Robert Hess

Title: Vice Chairman, Global Strategy

Date: _____

Other Clients



Economic Development Case Studies

Provided under separate cover as a separate attachment.



Team Biographies

Team Organization

Our team is uniquely qualified and optimally organized to complete the economic development strategic plan and target industry study. NKF's Economic Development Advisory group consists of individuals who have expertise and specialization in economic and asset development, real estate financing, city and regional planning, development structuring, and global corporate location strategy and site selection. This combination of skills and exposure provides our team with insights into global industry trends, corporate decision making, and the real-world implementation and outcomes of economic development strategy.

On this engagement, Bob Hess will be the project executive. Bob has worked on over 250 corporate location strategy and site selection engagements in his career, all asset types, scores of industries and is recognized as a top advisor to companies and communities alike on economic development; Kim Moore will act as the project manager responsible for day-to-day project execution and timely delivery. Kim resides in the Dallas-Fort Worth metroplex and knows the culture, players, assets and especially the business case depth that is required to compete in the global economy and Texas environment. Kim will have support from Daniel Oney in his role as a senior consultant. Erica Estrada will round out the team's analytic capability in the consultant role. NKF will also reach out to our deep bench of Subject Matter Experts (SMEs) for this project.

Bob has been recognized as one of the leading corporate site selection professional in the world and was nominated by his peers for membership in the prestigious Site Selectors Guild. Daniel's background as a PhD Economist and in city and regional planning with a focus on community development has allowed him to explore the intersection of this practice with real estate and economic development. Kim is a Texas native and is a certified Economic Development Finance Professionals (EDFP) and certified Master Practitioner of Economic Development. All members of the team have government economic development and planning experience and will take active roles in the local data collection, stakeholder interviews, client coordination and document development.

ROBERT (BOB) HESS

Vice Chairman
Global Strategy



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F 773.957.1401

Years of Experience

30+ Years

Areas of Specialization

- Business Strategy & Operations
- Global Location Strategies
- Site Selection, Community Due Diligence and Implementation
- Supply Chain and Logistics Network Planning
- Large CAPX/Special Project Expansion Management
- Economic Incentives Strategy & Negotiations
- Economic Development
- Corporate Real Estate Portfolio Optimization/Process Improvement
- Global Workforce & Labor Analytics

Professional Background

Robert Hess is a Vice Chairman within Newmark Knight Frank's Global Corporate Services 1,000-person, multi-service platform. He is Team Leader for its global business and real estate practice branded as Global Strategy and responsible for strategy development, quality assurance, business development, and client service. He is a preeminent, sought-after service provider and respected leader in corporate location strategy and site selection. He has conducted over 275 assignments in North America and globally, including mega-facility projects in Asia, Europe and Mexico.

Other past experience includes his role as a co-founder and Consulting Partner with Cushman & Wakefield's Global Supply Chain Business Consulting Group and long-term tenure with Deloitte's Fantus Location Strategies service line (formerly PHH Fantus), a specialty practice known for industry leading strategic facility planning, global location strategy, site selection, incentive negotiations and real estate advisory services.

Strategy and operations experience include supply chain planning, distribution network optimization, manufacturing rationalization and consolidation, relocation and stay-go feasibility, strategic cost reduction, large capital investment program management, commercial and industrial site evaluation and due diligence methods, detailed labor market/workforce analysis, and complex infrastructure driven incentive negotiations.

Demonstrable and referenceable industry and functional expertise includes:

Industry	Functional
Life Science & Biotechnology	Headquarters
Retail & Consumer Products	Manufacturing
Primary Metals & Durable Goods	Distribution & E-Commerce
Information Technology Sector	Back Office & Call Center
Supply Chain & Logistics Management	Data Centers and Digital Infrastructure

Notable clients include Alabama Power, A.K. Steel, ASOS.com, Best Buy, Blue Cross Blue Shield, Boeing China, Braskem Chemical, Bullhorn, Cenlar, Corning Cable and Optical, Dillard's, New York Empire State Development (Amazon HQ2), Enbridge, Entergy, Erytech, Gap Inc., Georgia Power, GRAIL, Hyde Tools, Indigo, Kenall, Kikkoman, Kmart/Sears, 3M, McDonnell Douglas, State of Mississippi, Nestle, Nike, Novartis (multiple), Office Depot (multiple), Rubius Therapeutics, Samsung (multiple), Sherwin Williams, State of Wisconsin (WEDA), ThyssenKrupp AG (multiple), and Young Living.

Mr. Hess has led the strategic placement and Boardroom level business case support of over 100 million square feet of operations (all asset types) across the U.S. and many global markets and helped secure over \$2.5 billion in bottom line cost reduction and financial incentives to support these efforts.

Education and Accomplishments

Mr. Hess earned his BA in Economic Geography/Urban and Regional Planning from the University of Minnesota - Duluth, and an MBA in Marketing Management from DePaul University in Chicago. He has completed executive development programs at Northwestern University in Global Supply Chain Management, Factory Physics/Lean Manufacturing and Leading w/Advanced Analytics and Automation; MIT for Creative Problem Solving/System Dynamics; Oxford University for Scenario Planning; and multiple leadership development courses at the University of Pennsylvania's Wharton School of Business. Mr. Hess is an accomplished speaker, having completed over 60 speeches and panel events in his career to a wide array of audiences. Mr. Hess is a past Board member and current shareholder member in the Site Selectors Guild, an association of the top corporate site selection professionals in the world.

KIM MOORE

Senior Managing Director



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Global Strategy
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Years of Experience

17 Years

Areas of Specialization

- Economic Development
- Incentive Negotiation
- Location Strategy
- Economic Impact Analysis
- Strategic Planning

Professional Background

Kim L. Moore is a Senior Managing Director in Newmark Knight Frank's Global Corporate Services Consulting practice with a background in economic development, incentive negotiation and strategic planning. In her career, she has led the marketing efforts and strategic planning for the private sector as well as multiple cities and counties ranging from urban to rural. She has organized events from small targeted interest groups, international delegations and domestic marketing trips. Ms. Moore has a diverse background with a broad range of economic development and incentives experience.

She has managed multiple projects that have secured almost 10.6 million square feet of new and redeveloped space, increased the tax base with committed investments of over \$1.3 billion, created nearly 17,600 new jobs and negotiated over \$207.4 million in incentives. Headquarters and office projects include the relocation of AllianceBernstein's global headquarters; AT&T's global headquarters; MoneyGram International's global headquarter; Santander Consumer USA's headquarters; Active Network's headquarters; Cambium Learning Group's headquarters; Omnitrac's headquarters; Farmer Bros. Co.'s headquarters including manufacturing and distribution; PenFed's regional center of excellence; National General Insurance's shared service center; PFSweb's customer contact center; and Kohl's customer contact center. Manufacturing projects include Borden Dairy's food processing facility; Cummins Southern Plains' manufacturing facility; Niagara Bottling's bottling and distribution operation and Silfex's advanced manufacturing facility.

In 2013, Ms. Moore received two Top 40 Under 40 awards. The first was the economic development profession's prestigious "40 Under 40" 2013 award, the first international award program recognizing young talent in the economic development profession managed by Development Counsellors International (DCI), a New York-based firm that specializes in economic development marketing. The second award was the Dallas Business Journal's prestigious "40 Under 40" 2013 award, recognizing rising stars for their business leadership, accomplishments and community involvement. In 2019, Ms. Moore was recognized as a finalist in the GlobeSt. Elite Women of Influence in Real Estate for the Consulting category.

Education

Ms. Moore graduated from the University of North Texas in Denton with a Bachelor of Business Administration degree majoring in Marketing. She is also a graduate of the Economic Development Institute (EDI) sponsored by the University of Oklahoma and is a Certified Economic Development Finance Professional (EDFP). She is currently enrolled in the Advanced Economic Development Leadership Master Practitioner course sponsored by the University of Alabama, Clemson University, Texas Christian University, and the University of Southern Mississippi.

DANIEL ONEY, PhD
Managing Director



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Global Strategy
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Years of Experience
23 Years

Areas of Specialization

- Real Estate Market Analysis
- Labor Market Analysis
- Project Financing
- Employment Forecasting
- Demographic Forecasting

Professional Background

Daniel Oney is a Managing Director in Newmark Knight Frank's Global Corporate Services and Consulting practice with over two decades of demonstrated success in project implementation, economic and financial modeling, real estate investment analysis and forecasting. His specialty is modeling and forecasting to estimate project feasibility and return on investment. His deep familiarity with macroeconomic, regional data and extensive community engagement experience grounds his technical work. He has significant experience in multiple policy areas including economic development, natural resources and public finance. He has been an active organizer in the technology and start up ecosystem in the Dallas area.

Dr. Oney has conducted and coordinated the economic, fiscal and financial analysis of over 100 projects totaling more than \$6B in commercial and residential investment, including all asset classes: office (AT&T, 7-Eleven), hospitality (Omni Hotels, Civitas Capital), industrial (Prologis, Trammell Crow), mixed-use (Forest City, ZOM Living) and master planned communities (Billingsley, Fregonese Associates.) In addition to project evaluation, Daniel has extensive experience advising public and private sector clients on financial implementation and has supported projects with complex capital stacks including: equity waterfalls, debt, new markets tax credits, EB-5 Visa funding, tax increment financing, grants and tax abatements.

Prior to joining NKF, Dr. Oney was principal with Axianomics, LLC a sustainable real estate investment practice, founding manager of the economic research team at the City of Dallas and senior economist for the Virginia General Assembly. He has been active in local community and workforce development efforts with the United Way of Metropolitan Dallas and The Real Estate Council.

Education

Dr. Oney has a BA in economics from Austin College and a Master of Public Affairs and Ph.D. in political economy, both from the University of Texas at Dallas.

ERICA ESTRADA**Senior Consulting Analyst**

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Years of Experience

6 Years

Areas of Specialization

- ♦ Economic Development
- ♦ Industrial Development and Reuse
- ♦ Location Strategy and Site Selection Methodologies
- ♦ Real Estate Market Analysis
- ♦ Labor Market Analysis
- ♦ Demographic Forecasting
- ♦ Workforce Development

Professional Background

Erica Estrada joined Newmark Knight Frank in 2018, and currently serves as a senior consulting analyst within the Global Corporate Services Consulting group.

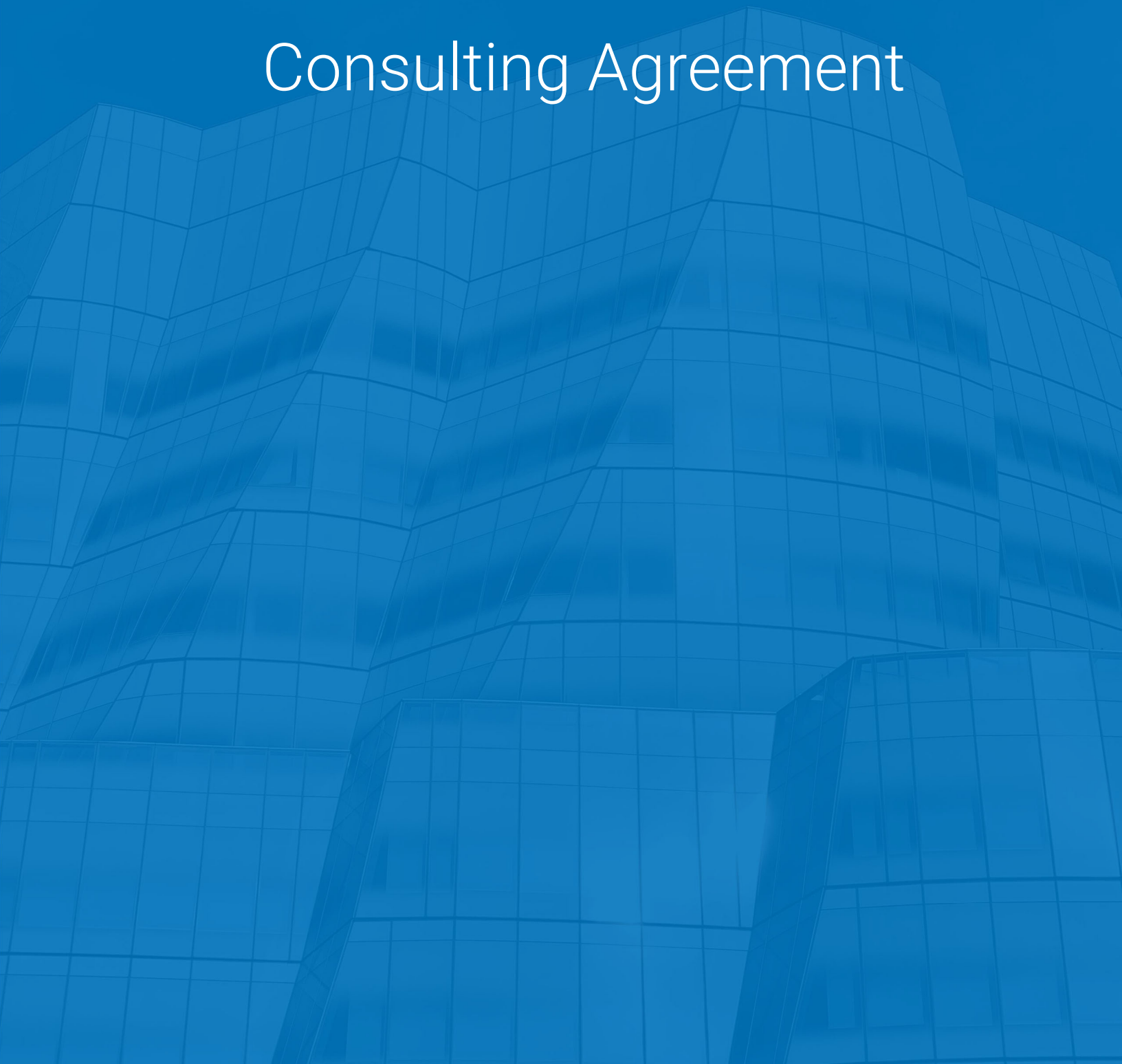
Prior to joining Newmark Knight Frank, Estrada was the manager of domestic and international recruitment for the economic development department at the Fort Worth Chamber of Commerce. Estrada supported relocation clients by developing and presenting demographic and real estate research and providing liaison support with City departments, State agencies and other regional development partners.

During her time at the Fort Worth Chamber, Erica participated in projects that have secured 2.7 million square feet of building space, \$1.5 billion in capital investment and over 2,000 jobs resulting in approximately \$121 million of annual payroll.

Education

Erica has a BA in Journalism from Stephen F. Austin State University and has taken economic development courses through the Texas Economic Development Council program.

Consulting Agreement



CONSULTING AGREEMENT

This "Consulting Agreement" (this "Agreement") is entered into on _____, 20__ (the "Effective Date"), by and between _____, a _____ ("Client"), and Newmark & Company Real Estate, Inc., a New York corporation doing business as Newmark Knight Frank ("Newmark"), through its Global Corporate Services division, and shall confirm the terms and conditions of Client's retention of Newmark to provide the consulting services hereinafter described and defined. Accordingly, Client and Newmark (each, individually, a "Party" and, jointly, the "Parties") hereby agree as follows:

1. Term and Termination

1.1. The term of this Agreement (the "Term") shall commence on the Effective Date and shall conclude upon completion of the Services, or the earlier termination of this Agreement in accordance with the terms and conditions contained herein.

1.2. Either Party may terminate this Agreement for cause, effective immediately upon delivery of written notice to the other Party. As used herein, "cause" shall mean and refer to:

- A.** The failure by the other Party to perform or comply with any of its material obligations hereunder at the time or times and in the manner required under this Agreement (other than due to a Force Majeure event as set forth in Section 12.4 herein) without curing such failure within thirty (30) days of receipt by the non-performing Party of notice of such failure; or
- B.** The other Party's gross negligence in the performance of its obligations under this Agreement; or
- C.** The other Party's intentional or willful default under this Agreement; or
- D.** If the other Party shall file any petition or answer seeking any reorganization, arrangement, composition, liquidation, dissolution or similar relief for itself under the present or any future law relative to insolvency or other relief for debtors, or under any regulation promulgated thereunder; or
- E.** If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the other Party seeking any reorganization, arrangement, composition, liquidation, dissolution or similar relief under the present or any future law relating to insolvency, or other relief for debtors, and such Party shall acquiesce in the entry of such order, judgment or decree or such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of sixty (60) days from the date of entry thereof, or any trustee, receiver, conservator or liquidator of such Party or of all or any substantial part of such Party's property shall be appointed without the consent or acquiescence of such Party and such appointment shall remain un-vacated and un-stayed for an aggregate of sixty (60) days; or
- F.** If the other Party shall become insolvent or admit in writing its inability to pay its debts as they mature or is generally not paying its debts as they mature or makes an assignment for the benefit of creditors.

1.3. In the event the Services are suspended by Client for more than sixty (60) days, Newmark may terminate this Agreement by giving seven (7) days' written notice to Client and Newmark shall be

paid all sums due on a time and materials basis, or as otherwise stated in Exhibit A hereto, prior to such termination.

1.4. The expiration of the Term or any earlier termination of this Agreement shall not affect the rights or obligations of either Party with respect to liability or claims accrued, or arising out of events occurring, prior to the date of expiration or termination, all of which shall survive such expiration or termination.

2. The Services

2.1. Newmark shall provide the consulting services (the “Services”) specified and described in Exhibit A hereto (the “Scope of Services”). Newmark may hire subcontractors, who shall report directly to Newmark, to carry out certain aspects of the Services. Newmark shall obtain Client’s prior approval before utilizing any subcontractor, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however, that no such consent shall be required if the subcontractor is an entity that controls, is controlled by, or is under common control with, Newmark (each, a “Newmark Affiliate”). At Client’s request, Newmark shall meet with Client and provide Client with periodic status reports regarding the Services. Nothing in this Agreement or the Scope of Services is intended, or shall be construed or enforced, to constitute an exclusive relationship between Client and Newmark, to preclude Client from seeking similar or identical consulting services from any other party, or to preclude Newmark from providing similar or identical consulting services to any other party.

2.2. The Services shall be provided solely for the benefit of Client and, unless Newmark has first consented thereto in writing (which consent may be granted or withheld in Newmark’s sole and absolute discretion), no tangible or intangible product of the Services shall be provided to or relied upon by any third party or used in connection with any financing or securities offering.

3. Fees. In consideration of Newmark’s performance of the Services, Client shall pay to Newmark the fees specified in the Scope of Services, in the manner and upon all terms contained in the Scope of Services and this Agreement.

4. Newmark’s Personnel

4.1. Newmark and its personnel shall have the necessary knowledge, skills, experience, qualifications, and ability to provide and perform the Services.

4.2. Newmark’s relationship to Client in the performance of the Services is that of an independent contractor. Newmark shall pay all wages, salaries and/or other amounts due its employees or independent contractors in connection with Services and shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, worker’s compensation, and similar matters, to the extent applicable. Newmark shall cover or insure all its employees and independent contractors performing the Services, in compliance with applicable laws relating to worker’s compensation and/or employer’s liability insurance.

4.3. Client shall not participate in any decisions as to compensation, hours or other working conditions of Newmark employees. If requested by Client, however, Newmark shall replace any Newmark employee whom Client reasonably believes may be engaged in improper conduct, is in the reasonable opinion of Client unqualified to perform assigned duties or has violated any material, established, generally applicable procedure regarding Client security or confidentiality (provided Newmark has received written copies thereof and any changes thereto in advance), provided that Newmark shall not be required to take any action that violates legal

requirements. In the event any such employee is involved in illegal or unethical conduct, Newmark shall reassign such employee immediately upon Client's request.

4.4. Newmark agrees that, in conformity with applicable law and regulations, it shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities. Newmark further agrees that it will not discriminate against individuals based on their race, color, religion, sex, or national origin. Newmark and any sub-contractors shall take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

5. Confidential Information

5.1. Confidential Information may be marked, orally identified as confidential (and subsequently confirmed in writing) or exchanged under circumstances in which it is reasonable to presume it is confidential, including but not limited to, software (in object and source code form) trade secrets and related documentation, and any technical information. Each Party will protect and will cause its employees, subcontractors, agents, consultants and other representatives to protect the confidentiality of all Information received from the other Party with the same degree of care as it uses to protect its own Information, but in no event with less than a reasonable degree of care. Newmark shall be permitted to disclose any Information to third parties to the extent that such disclosure is required to perform the Services. Such Information shall not be deemed confidential, however, if it is (A) already known to the receiving Party, free of restriction when disclosed; (B) becomes publicly available through no wrongful act or breach of this Agreement; (C) rightfully received from a third party without restriction; (D) independently developed by without use of or reference to Information; (E) required to be disclosed by applicable law, regulation, or order of a court of competent jurisdiction; or (F) necessary in the defense of any claim or litigation arising hereunder. Upon expiration or earlier termination hereunder, and upon written demand by the other Party, each Party shall provide the other Party with its Confidential Information in its possession; provided, however, that neither Party shall be obligated to delete any Confidential Information material maintained in its normal back up media, including but not limited to such Confidential Information that is contained in an archived computer system backup that was made in accordance with its security and/or disaster recovery procedures.

5.2. Notwithstanding the foregoing, Newmark may disclose the contents of this Agreement in connection with the payment or collection of its fee and either Party may disclose information to prospective lenders and their respective attorneys, accountants, or other financial advisors in connection with performing their obligations hereunder.

5.3. Notwithstanding the foregoing, Client consents to the retention and use by Newmark and its affiliates of information and data that Client communicates from time to time.

5.4. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of one (1) year.

6. No Agency Relationship Created. Under no circumstances shall Newmark be deemed to be an agent of Client for the purposes of this Agreement. Newmark's duties shall be limited to the terms hereof. Newmark shall not represent itself as authorized to enter into any contract or agreement on behalf of Client.

7. Indemnification

7.1. Newmark shall defend, indemnify and hold Client harmless from and against any and all liabilities, claims, lawsuits, judgments, damages, costs and expenses, including reasonable attorneys' fees and disbursements, asserted or incurred by any third party and arising

out of or resulting from (A) any material breach of this Agreement by Newmark, (B) the gross negligence or willful misconduct of Newmark, or (C) any act of Newmark which is outside the scope of Services under this Agreement.

7.2. Client shall defend, indemnify and hold Newmark and the Newmark Affiliates harmless from and against any and all liabilities, claims, lawsuits, judgments, damages, costs and expenses, including reasonable attorneys' fees and disbursements, asserted or incurred by any third party and arising out of or resulting from (A) any material breach of this Agreement by Client, (B) the gross negligence or willful misconduct of Client, or (C) any act of Newmark that is within the scope of the Services under this Agreement, or under any other express direction provided by Client, and is performed in accordance with this Agreement or such other express direction.

7.3. In the event of a claim or suit to which the foregoing indemnification provisions apply, the indemnified Party shall: (A) give the indemnifying Party prompt written notice of any such claim; (B) permit the indemnifying Party to defend any such claim with counsel of its own choosing, reasonably acceptable to the indemnified Party; (C) cooperate with the reasonable requests of the indemnifying Party in the defense of any such claim; and (D) not settle any such claim without the indemnifying Party's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.4. Nothing contained in this Paragraph 7 shall relieve either Party from responsibility for its own sole and active negligence, its own gross negligence, or its own intentional misconduct.

8. Newmark's Insurance. Throughout the Term, Newmark shall arrange for, carry, and maintain at their own expense the following insurance coverages:

- 8.1.** Workers' Compensation, so as to provide statutory benefits as required by the laws of each state in which the Services are being provided, and Employer's Liability insurance with limits of liability of no less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit covering all employees of Newmark engaged in the performance of the Services.
- 8.2.** Fidelity insurance with a limit of liability of not less than \$1,000,000 per Loss, to insure against loss of assets caused by the dishonest conduct of Newmark and any of its employees.
- 8.3.** Professional Liability insurance with a limit of liability of not less than \$1,000,000 each claim and \$1,000,000 aggregate.
- 8.4.** Commercial General Liability insurance providing coverage against damages due to bodily injury (including death), property damage and personal and advertising injury arising in connection with the Services provided under this Agreement and any action or activity on, or condition of, any of Client's real property at which Services are performed. Such insurance shall: (i) be occurrence-based; (ii) provide limits of liability in an amount not less than \$1,000,000 each occurrence and \$1,000,000 aggregate (including excess and/or umbrella limits), and (iii) include at least those coverages generally included in the most current ISO Commercial General Liability insurance policy form (or its equivalent).
- 8.5.** Commercial automobile liability for owned and hired motor vehicles in an amount of \$1,000,000 combined single limit.

9. Limitation of Liability

9.1. Newmark's advice and recommendations are advisory only and Newmark assumes no liability for any adverse impact on Client.

9.2. Except with regard to the Parties' respective obligations under Section 7 of this Agreement, the liability of either Party to the other Party, or to any person or entity claiming under, by or through such other Party, arising out of this Agreement shall be limited to direct damages, and in no event will either Party be liable for any loss of or damage to revenues, profits, goodwill or other special, incidental, exemplary, punitive, indirect, or consequential damages of any kind, even if such Party has been advised of the possibility of such damages.

9.3. As used in this Agreement, "Newmark" means only Newmark & Company Real Estate, Inc. No principal, manager, member, officer, director, employee, or partner (general or limited) of Newmark or any Newmark Affiliate shall have any personal liability under any provision of this Agreement. If Newmark or any Newmark Affiliate involved in performance of the Services defaults in the performance of any of its obligations under this Agreement or otherwise, Client shall look solely to the assets of Newmark or such Newmark Affiliate, and not to the assets, interest, or rights of any principal, manager, member, officer, director, employee, or partner (general or limited) of Newmark or such Newmark Affiliate, for satisfaction of Client's remedies.

9.4. The total liability under this Agreement of Newmark and any Newmark Affiliate involved in performance of the Services to Client or to any person or entity claiming under, by or through Client, regardless of the other nature of the claim made by Client or such person or entity, shall not exceed the total of the fees actually paid to Newmark in connection with the Services that gave rise to such liability.

9.5. All claims hereunder must be brought within one (1) year of the date of the first occurrence of the event giving rise to such claim.

10. Representations and Warranties

10.1. Newmark represents and warrants that the Services will be performed in compliance with applicable laws and regulations, and in a professional and workmanlike manner.

10.2. Newmark makes no express or implied representations or warranties with respect to the Services and guarantees no particular outcome or result. Newmark does not provide legal advice and does not represent or guarantee that any particular course of conduct, strategy, or action suggested by it conforms to any applicable law or regulation. Client acknowledges that the work product provided by other consultants and service providers will be the responsibility of such persons and Newmark does not warrant or guarantee, or have any liability with respect to, their performance or work product.

10.3. Newmark shall not be responsible for detecting or dealing with any pre-existing or existing conditions of any real property connected to the Services that may adversely affect the operations, maintenance, value, desirability, or use of such property by Client or the health or safety of persons at such property. Client acknowledges that Newmark is not an environmental expert or consultant with respect to any environmental conditions or issues pertaining to any such property, and Newmark shall not be responsible for detecting, handling, removing, remediating or otherwise determining how to deal with any pre-existing or existing conditions or hazardous materials located at any such property, nor shall Newmark in any way be responsible for the storage, transportation, disposal, abatement, cleanup or removal of, or other dealings with, hazardous materials at any such property.

11. Intellectual Property. In the event the Services involve the use of any software owned by or licensed to Newmark (the "Software") and/or Client's access to Newmark's database(s) or computer system (the "System"), the same shall be governed by and subject to the following provisions:

11.1. As a condition to accessing the System, Client acknowledges that (A) the System is provided via a third party, and (B) it has sufficient technology for remote access to the System. Client shall ensure that it and all persons who receive access to the System use it solely for the purpose described in Exhibit A. Client shall fully comply with all of Newmark's agreements, requirements and restrictions relating to the use of, and access to, the System, including but not limited to the "Access Terms" contained in the attached Exhibit B, which is incorporated herein by this reference.

11.2. Client acknowledges that Newmark owns or holds a certain license to use and sublicense various preexisting documentation, processes, development tools, routines, subroutines, graphics and other programs, data and materials ("Background Technology") that Newmark may include in the Services. Newmark retains all right, title and interest including all copyright, patent rights and trade secrets rights in the Background Technology. Subject to full payment of the fees due under this Agreement, Newmark grants Client a limited, non-exclusive, non-transferable, revocable, end-user license to use the Background Technology in the Services developed for Client under this Agreement, however, Client shall make no other use of the Background Technology. Client shall indemnify, defend and hold Newmark and the Newmark Affiliates harmless from and against any and all claims, costs, demands, losses, liens, debts, expenses, liability or damages (including, without limitation, reasonable legal fees and expenses) in any way relating to, arising out of or concerning the use of any Background Technology or the use of the System.

11.3. All methodologies, systems, procedures, management tools, workshops, Software, concepts, ideas, inventions, know-how and other intellectual capital that Newmark has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the term of this Agreement or thereafter ("Newmark's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of Newmark, and Client shall not have or acquire any right, claim, title or interest in or to any of Newmark's Intellectual Capital. Furthermore, Client shall receive no ownership of or right to any of Newmark's working papers or manuals, such as administrative and quality assurance documentation or internal correspondence. Performance of the Services by Newmark shall not be deemed to be a prohibition of, or interfere in any manner with, Newmark's provision of similar services to third parties, provided that Newmark in so doing does not use or disclose any confidential information of Client.

11.4. To the maximum extent permitted by applicable law, Newmark disclaims all warranties (express or implied), guaranties, conditions, covenants and representations relating to the services or the system. without limiting the generality of the foregoing, Newmark cannot and does not guaranty or warrant that the Software or System will be free from viruses, worms, Trojan horses, spyware, adware, or other code that manifest contaminating or destructive properties.

12. Miscellaneous Provisions

12.1. Client represents and warrants to Newmark that it has the full authority to enter into this Agreement and that the individual executing this Agreement on Client's behalf is authorized to act on behalf of Client and to bind Client to the terms and conditions hereof.

12.2. In the event any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless

be binding upon the Parties with the same effect as though the void or unenforceable part had been severed and deleted.

12.3. Any notices to be given hereunder by either Party to the other may be effected (i) by personal delivery in writing, (ii) by registered or certified mail, return receipt requested, postage prepaid; (iii) by electronic mail; or (iv) by reputable overnight express delivery service (e.g., UPS or Federal Express) to the persons listed below at the addresses shown. Mailed notices shall be addressed to the Parties at the following addresses:

If to Client: _____
Attn: _____

e-mail: _____

If to Newmark: Newmark Knight Frank
Global Corporate Services
Attn: _____
125 Park Avenue
New York, NY 10017
e-mail: _____

And to:

Newmark Knight Frank
Attn: Legal Department
125 Park Avenue
New York, NY 10017
e-mail: legaldept@ngkf.com

Either Party may change the address by written notice in accordance with this Paragraph 12.3. Notice delivered personally will be deemed communicated as of actual receipt; mailed notice will be deemed delivered as of actual receipt; electronic mail will be deemed delivered when sent with confirmation and without any indication of non-delivery to the addressee; overnight express delivery service will be deemed delivered as of one (1) business day after sending.

12.4. No delay or failure in performance by Newmark shall constitute a breach or default under this Agreement if and to the extent that the delay or failure is caused by a Force Majeure event. If the Services are delayed by reason of a Force Majeure event, Newmark shall notify Client. Once the Force Majeure event ends or ceases to substantially interfere with performance of the Services, Newmark shall resume performance of the Services as soon as practicable. In the event of any such excused delay, the time for performance of the Services (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. As used herein, "Force Majeure" means any event beyond Newmark's control and which Newmark is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargos, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions or regulations, unavailability or shortages of materials, national emergency, plague, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, quarantine and any related social, employment or travel restrictions, or other employee restrictions, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. In the event the Force Majeure event continues for longer

than one hundred eighty (180) days, Newmark may terminate the Agreement upon thirty (30) days' written notice, without liability to Client by reason of such termination.

12.5. Client hereby authorizes Newmark to identify Client as Newmark's client on Newmark's website, in promotional and advertising materials, press releases, solicitations of other clients, and similar verbal, written, and electronic (including video) materials, Such identification of Client may include the use of Client's logo, and any trademarked, registered, or copyrighted identifiers of Client.

12.6. In the event there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Scope of Services, the terms and conditions of this Agreement shall prevail and govern.

12.7. This Agreement (A) contains the entire understanding of the Parties with respect to the subject matter hereof; (B) may not be changed or modified orally but only by written instrument signed by the Parties; (C) shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; (D) shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely within that state, without regard to conflicts of laws principles, and shall be resolved in a court proceeding within the State of New York; and (E) shall not be strictly construed against or for Client or Newmark, both Parties agreeing that they have participated fully and equally in the preparation of this Agreement.

12.8. In the event that any litigation is brought with respect to any dispute between the Parties arising out of this Agreement, the non-prevailing Party in such litigation shall reimburse the prevailing Party for all of its out-of-pocket costs incurred, including reasonable attorneys' fees and disbursements, in connection with such litigation and the costs of collection of any settlement or judgment thereon.

12.9. If there is a failure to make any payment to Newmark at the time required herein, the delinquent sum(s) shall bear interest at the rate of twelve percent (12%) per year or the maximum rate permitted by law, whichever is lower.

12.10. Client shall at all times during the Term act in a timely and judicious manner with respect to matters important to the progress of the Services. In the event there is any delay not caused by Newmark that causes the Services to be suspended for more than thirty (30) days and the Services are subsequently resumed by Newmark, Client shall reimburse Newmark for any consequential additional costs of performance.

12.11. During the Term hereof and for a period of one (1) year after the expiration or earlier termination of this Agreement, Client and any organization directly or indirectly controlled by Client shall not, under any circumstances, directly or indirectly approach, pursue, engage, or solicit for employment any employee or independent contractor of Newmark or any Newmark Affiliate during the term of such employee's employment by or such independent contractor's association with Newmark or any Newmark Affiliate. This Paragraph 12.11 shall not apply to individuals responding to a general employment advertisement. The provisions of this Paragraph 12.11 shall survive the expiration of the Term or the termination of this Agreement.

12.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by both Parties. To facilitate execution of this Agreement by the Parties, facsimile, electronic, and .pdf signatures shall have the same validity and effect as original signatures.

12.13. Each Party represents and warrants to the other that neither it, nor any of its owners (including shareholders, partners and members, as applicable), are on the OFAC SDN list. Each Party shall comply with the export control laws of the United States which may include the United States Export Administration Regulations, the Trading With the Enemy Act, the International Emergency Economic Powers Act, the Arms Export Control Act and regulations promulgated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") as amended from time to time (collectively, the "Export Control Laws"). If and to the extent that Client decides that such Services shall be outsourced to Newmark in any such prohibited country or countries, Newmark shall not be obligated to perform any such Services. Client agrees that all actions taken by it in furtherance of fulfillment of this Agreement shall be in compliance with applicable Export Control Laws. Client agrees not to export or license any of Newmark's technology or software products to any parties located in Iran, Iraq, Libya, Syria, Sudan, or Yemen or any other countries prohibited under United States embargoes or sanctions programs maintained by the OFAC or otherwise prohibited under the Export Control Laws.

12.14. By acceptance of this Agreement, each Party agrees to strictly abide by the Foreign Corrupt Practices Act ("FCPA") which forbids certain payments and other practices in connection with the overseas business activities of U.S. companies. These include anti-bribery provisions (corruptly giving money or authorizing the giving of money or other things of value to a foreign government official, an official of a foreign political party, a candidate for foreign political office, or a foreign political party) for the purpose of influencing any act or decision of such official in his/her official capacity, influencing such official "to do or omit to do" any act in violation of his/her or its lawful duties, or inducing such official to use his/her influence with a foreign government or instrumentality thereof to affect or influence any government action or decision which would assist the donor in obtaining business or directing business to any person or entity. As the FCPA carries criminal and monetary penalties and are investigated and prosecuted by the U.S. Government, each Party agrees to take all reasonable steps to ensure compliance.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

[Legal Company Name],
a [Jurisdiction] [Entity Form]

Newmark & Company Real Estate, Inc.,
a New York corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
Scope of Services and Fees

See the attached document, which is attached solely for the purpose of defining the Scope of Work and the Fees, and shall not supplement, supplant, or otherwise amend the provisions of this Agreement.

EXHIBIT B

Access Terms

You agree to comply with these terms and conditions (the “Access Terms”) as well as such other restrictions or limitations as may be specified by the Sources from time to time with respect to the Source Products (as defined below). As used herein, “Source(s)” means, collectively, direct and indirect third party or affiliated licensors, vendors, service providers, subcontractors and sources of (i) any of the Services, or any part thereof, or (ii) any system, software, products, services, materials, content, data, applications or hardware accessible through or using the Services (the “Source Products”). “Services” means, collectively, any and all electronic systems, software, capabilities, content and services, including the Source Products, access to which or use of which were, are or will be provided or made available to you, whether provided directly to you or through Provider or any third party. “Provider” means Newmark & Company Real Estate, Inc., a New York corporation doing business as Newmark Knight Frank, or any of its affiliate(s) designated by Provider from time to time; “affiliate” means any entity existing from time to time which directly or indirectly controls, is controlled by, or is under common control with Provider; “you” means, collectively, the entity agreeing to these Access terms and its Representatives; “Representatives” means any and all of your partners, officers, directors, agents, employees, users and any other persons or entities which are authorized to act on your behalf; and “including” means “including without limitation.”

You may only use the Services in the United States solely for the internal purposes and benefit of the entity agreeing to these Access Terms in connection with its management of its commercial real estate portfolio and in accordance with these Access Terms. You shall not, directly or indirectly: (i) sell, rent, sublicense, publish, display, loan, distribute or lease the Services or use the Services to provide a timeshare, service bureau, application service provider or similar services; (ii) transfer to any other person or entity any of your rights to use the Services except as expressly permitted hereunder; (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Services or create derivative works from any of the Services; (iv) use the Source Products in any way other than integrated with the Services; or (v) use the Services in any manner not authorized by these Access Terms. You have no other license or any other right to the Services other than as expressly provided herein. You shall notify Provider immediately in writing in the event that you learn about a possible or actual unauthorized access to or use of the Services. Provider, its affiliates and the Sources shall have the right, upon reasonable advance notice, to obtain access to your premises, systems, records and other information as may be necessary for the purpose of auditing the records and practices related to access to and/or use of the Services or access to and/or use of any system, software, content or data in connection with or accessible through the Services.

Provider, its affiliates and their respective Sources own and retain all right, title and interest in and to the Services and the respective intellectual property and other proprietary rights embodied, contained or integrated into the Services. You shall not acquire any right, title or interest in or to the Services or any intellectual property rights contained therein. You acknowledge and agree that all aspects of the Services (as currently existing and as may be hereafter modified, regardless of whether you contributed to such modifications) are commercially valuable proprietary products and trade secrets of Provider, its affiliates and/or the Sources, as applicable, which, except to the extent expressly permitted in writing and signed by Provider on a case by case basis, may not be, directly or indirectly, used or accessed by or disclosed to: (i) anyone who is not employed or retained by you or (ii) any third party.

Provider shall have the right to use and disclose: (i) any content or data provided by you, collected by Provider or generated through the Services to the extent necessary for Provider to make the Services available and/or pursuant to applicable laws or requirements of the Sources and/or any government agency or instrumentality, regulator or self-regulatory organization; or (ii) any content and data provided by you, collected by Provider or generated through the Services, provided that such content and data is aggregated and/or anonymized.

You represent, warrant and covenant that you have all necessary rights, approvals, licenses and authorizations to use the Services and to provide all data, information and content you make available, provide, display or transmit in connection with or using the Services or that is made available to you using your unique identifiers, access codes, user names and/or passwords ("Passwords"). You are fully responsible for all data, information and content you introduce into the Services, including adequate protection and backup, and none of Provider, Source or their respective affiliates shall have any obligation or liability with respect thereto. You shall ensure that all of your Representatives comply with these Access Terms and you shall be fully responsible for your Representatives' acts and omissions.

You agree to comply with (i) all applicable local, state, national and foreign laws, rules and regulations in connection with your access to and/or use of the Services, including those related to data privacy, copyright, export control and the transmission of technical or personal data, and (ii) any additional requirements of Provider and any of the Sources as may be communicated from time to time. You acknowledge and agree that the Services, or a portion thereof, may be subject to the U.S. Export Administration Regulations and diversion, use or access contrary to U.S. law and regulation is prohibited.

Provider agrees to defend (at its expense) you and your affiliates against any claims by a third party directly and primarily arising from the Services that are proprietary to Provider as Provider makes them available to you and as you use in compliance with this Agreement, to the extent any such claim alleges that such Services infringe or misappropriate any intellectual property rights of such third party and, in respect of such claims, Provider shall pay the costs and damages finally awarded by a court against you in a non-appealable judgment or included in a settlement approved by Provider in writing signed by Provider, provided that: (i) you promptly provide notice to Provider of any claim against you and/or your affiliates alleging such infringement or misappropriation, (ii) Provider controls the defense and settlement of such claim, (iii) neither you nor your affiliates weaken, impede or otherwise interfere with Provider's defense or settlement, and you and they fully cooperate with Provider in connection with the defense and settlement, of such claim, (iv) you and your affiliates are in compliance with the terms and conditions of these Access Terms; and (v) once requested by Provider, you promptly cease all use of any infringing or allegedly-infringing part of the Services, and provide access to any of your computer systems that may require modification. Notwithstanding anything set forth in these Access Terms, Provider shall have no obligation of defending or indemnification, and no liability, if the infringement or alleged infringement arises out of (a) any alteration, changes or modifications to the Services not made by Provider, (b) use of the Services in combination with anything not provided by Provider, (c) use of the Services contrary to any terms of this Agreement and/or any documentation of/for the Services provided by Provider from time to time, or (d) failure to use updated or modified versions of the Services provided by Provider.

PROVIDER, ITS AFFILIATES AND THE SOURCES HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, GUARANTIES, CONDITIONS, COVENANTS AND REPRESENTATIONS RELATING TO THE SERVICES, ANY PROPRIETARY OR THIRD PARTY TECHNOLOGY, HARDWARE, SYSTEM, SOFTWARE (INCLUDING OPEN SOURCE

NKF Consulting Agreement

SOFTWARE), DATA, CONTENT OR SERVICES PROVIDER, ITS AFFILIATES AND/OR SOURCE(S) MAY USE TO PROVIDE THE SERVICES OR OTHER SERVICES TO YOU, INCLUDING MERCHANTABILITY, QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, TIMELINESS, CURRENCY, ABSENCE OF VIRUSES OR DAMAGING OR DISABLING CODE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES THAT THE SERVICES OR ANY USE OF OR ACCESS TO ANY PORTION OF SUCH SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN SUCH SERVICES WILL BE CORRECTABLE OR CORRECTED. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, PROVIDER ALSO HAS NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED IN OR AVAILABLE THROUGH THE SERVICES. THE SERVICES ARE BEING PROVIDED "AS IS" AND YOU ASSUME THE ENTIRE RISK IN CONNECTION WITH ACCESS TO OR USE THEREOF.

YOU SHALL INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS AFFILIATES AND THE SOURCE(S) AGAINST ANY AND ALL COSTS, EXPENSES, LOSSES, LIABILITIES, OBLIGATIONS, SETTLEMENT AMOUNTS, DAMAGES AND PENALTIES (COLLECTIVELY, "EXPENSES"), TO WHICH PROVIDER, ITS AFFILIATES OR THE APPLICABLE SOURCE(S) MAY BECOME SUBJECT INCLUDING REASONABLE LEGAL AND OTHER PROFESSIONAL FEES INCURRED IN INVESTIGATING, DEFENDING OR APPEALING PENDING OR THREATENED CLAIMS, ACTIONS, SUITS, PROCEEDINGS, ARBITRATIONS OR CAUSES OF ACTION (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO: (i) USE OF OR ACCESS TO THE SERVICES; (ii) ANY BREACH OF THESE ACCESS TERMS OR FAILURE TO CARRY OUT ANY REPRESENTATIONS, WARRANTIES, OBLIGATIONS OR RESPONSIBILITIES HEREUNDER; OR (iii) ANY INTRODUCTION OF VIRUS, WORM, TROJAN HORSE, MALICIOUS CODE, DISABLING CODE OR OTHER EXECUTABLES INTO THE SERVICES, IN EACH CASE, EXCEPT TO THE EXTENT A COURT OF APPLICABLE JURISDICTION FINDS IN A NON-APPEALABLE JUDGMENT THAT SUCH EXPENSES RESULTED DIRECTLY AND PRIMARILY FROM PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDER'S AGGREGATE LIABILITY (WHETHER ARISING UNDER CONTRACT, NEGLIGENCE, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) TO YOU OR ANY THIRD PARTIES ARISING OUT OF OR OTHERWISE RELATING TO THE SERVICES SHALL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING A CLAIM, PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE EXTENT THAT SUCH LIABILITY RESULTED DIRECTLY AND PRIMARILY FROM PROVIDER'S WILLFUL MISCONDUCT. IN ANY EVENT, PROVIDER, ITS AFFILIATES AND THE SOURCES SHALL NOT HAVE ANY LIABILITY (WHETHER ARISING UNDER CONTRACT, NEGLIGENCE, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR OPPORTUNITY (IN EACH CASE, WHETHER DIRECT OR INDIRECT), OR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

These Access Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof, and any action brought in relation to these Access Terms shall be brought in a Federal or State court in New York County, New York State. You and Provider hereby irrevocably consent to the jurisdiction of such courts, and both parties hereby waive any claim or defense that such forum is not convenient or proper and to any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to these Access Terms. These Access Terms may not be modified or altered by you and no provision of these Access Terms may be waived except by a written instrument executed by

Provider. In the event of any conflict between these Access Terms and any other terms, conditions or agreement, these Access Terms shall govern and control with respect to the subject matter thereof. The terms of these Access Terms shall survive in perpetuity.

[End of Access Terms]

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2022-7 Approving a Grazing
Lease Between Gonzales Economic
Development Corporation and Bobby Tomas

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At its December 27, 2021, meeting, the Gonzales Economic Development Corporation (GEDC) approved a Grazing Lease with Mr. Bobby Tomas for the property GEDC owns at 2521 Harwood Rd. The lease term is for one year ending December 31, 2022. Mr. Tomas will pay GEDC \$750 per year and be responsible for paying the monthly water bill. He has also agreed to be responsible for maintaining the fences and mowing the property for brush once a year.

POLICY CONSIDERATIONS:

GEDC is authorized to enter into consulting services agreements. Further, the GEDC may engage in economic development activities within the City limits, Gonzales County or regionally consistent with the Development Corporation Act, and with the approval of the GEDC Board of Directors and City Council.

FISCAL IMPACT:

GEDC will receive \$750 per year in income. Mr. Tomas will take over the water utility account from GEDC because the water is only on to benefit his livestock. GEDC will no longer be responsible for the water at the property.

ATTACHMENTS:

Amendment to Original Loan Agreement and Amendments

STAFF RECOMMENDATIONS:

GEDC Board and Staff respectfully request City Council action deemed appropriate.

RESOLUTION NO. 2022-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A GRAZING LEASE BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND BOBBY TOMAS AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Gonzales, Texas, desires to approve the Grazing Lease (hereinafter referred to as the “Lease Agreement”) by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”) and **BOBBY TOMAS**, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes.

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby approve the Lease Agreement between the Gonzales Economic Development Corporation and Bobby Tomas, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

STATE OF TEXAS

COUNTY OF GONZALES

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

GRAZING LEASE

This Grazing Lease (hereinafter referred to as the "Lease") is entered into as of this _____ day of _____, 2021 (hereinafter referred to as the "Effective Date"), by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "Lessor"), and **BOBBY TOMAS** (hereinafter referred to as the "Lessee") (collectively, the "Parties").

WHEREAS, the Lessor is the owner of certain real property located within the City of Gonzales, Gonzales County, Texas, which is more particularly described and/or depicted in *Exhibit A*, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as the "Premises"); and

WHEREAS, Lessor desires to lease the Premises to Lessee on and subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, Ten Dollars (\$10.00) which Lessee has this date paid to Lessor, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree as follows:

1. Lessor hereby leases the Premises to Lessee for the sole and exclusive purpose of grazing cattle. Lessee shall not use the Premises, nor permit the same to be used, for any other purpose.

2. The term of this Lease shall be for a period of one (1) year commencing on the Effective Date and ending on **December 31, 2022**. Thereafter, the Lease shall automatically renew for successive terms of one (1) year each, unless this Lease is terminated by Lessee or Lessor in accordance with this Lease. Lessor or Lessee may terminate this Lease at any time during the initial term or any additional terms upon not less than thirty (30) days prior written notice to the other Party.

3. Lessee agrees to pay on the Effective Date of this Lease or the anniversary of the Effective Date the sum of **Seven Hundred Fifty and No/100 Dollars (\$750.00)** for each one (1) year term of this Lease, as provided in Section 2 of this Lease. In addition, Lessee agrees to pay the water utility bill for the Premises and mow the Premises at least one time per year.

4. Lessor reserves, and shall continue to have throughout the term of this Lease, the privilege and right to enter upon the Premises, but Lessor agrees to use reasonable efforts to not disturb Lessee's use or enjoyment of the Premises. Lessor shall not, however, be liable for any claims, demands, or causes of action raised on account of any loss, damage, or injury to persons or property caused by Lessee's use of the Premises, except to the extent such damage or injury is caused by Lessor's negligence or willful misconduct.

5. Lessee agrees to maintain all gates and fences and repair any damages that occurs on the Premises.

6. It is expressly understood and agreed by and between the Parties hereto that this Lease may not be assigned and/or sublet by Lessee.

7. The Parties agree that this Lease is and shall be subject to the provisions of Subchapter I, Chapter 271, Texas Local Government Code.

8. Any notice required or permitted under this Lease must be in writing and served by depositing same in the U.S. Mail, addressed to the party to be notified, postage pre-paid and registered or verified with return receipt requested. Notice given in accordance herewith shall be effective upon receipt of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

Lessor: Gonzales Economic Development Corporation
820 Saint Joseph Street
Gonzales, Texas 78629
Attn: Jennifer Kolbe, Economic Development Director
Phone: (830) 672-2815 ext. 1600

Lessee: Mr. Bobby Tomas

Gonzales, Texas 78629
Phone: (830) 857-4242

The addresses of the Parties may be changed at any time by notice as herein provided.

9. In any legal proceeding brought to enforce the terms of this Lease, the prevailing party or parties shall be reimbursed for all reasonable costs incurred in connection therewith, including reasonable attorney's fees and court costs.

10. All of the covenants and agreements contained in this Lease shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

11. The individuals executing this Lease on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Lease to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Lease in order for the same to be an authorized and binding agreement, and that each individual affixing his or her signature hereto is authorized to do so and such authorization is valid and effective on the Effective Date.

12. This Lease contains the entire agreement between the Parties and they agree that this Lease cannot be modified except by subsequent written agreement.

13. This Lease may be executed in multiple counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease and caused the same to be effective on the date reflected above.

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

By: _____
Andy Rodriguez, President

STATE OF TEXAS §
§
COUNTY OF GONZALES §

This instrument was acknowledged before me on this the _____ day of _____, 202_____, by Andy Rodriguez, President of the Gonzales Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

BOBBY TOMAS

Bobby Tomas

STATE OF TEXAS §
§
COUNTY OF GONZALES §

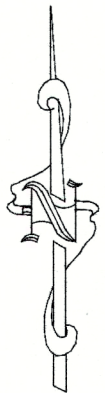
This instrument was acknowledged before me on this the ____ day of _____, 202____, by Bobby Tomas.

Notary Public, State of Texas

Exhibit A

[Legal Description and/or Depiction of the Premises]

[2521 Harwood Road, City of Gonzales, Gonzales County, Texas]



- G.P.S. GRID NORTH**
- LEGEND**
- ⊙ 3/8" IRON ROD FOUND
 - 1/2" IRON ROD FOUND
 - ⊙ 1/2" IRON PIPE FOUND
 - ◇ 1/2" IRON ROD FOUND MARKED W/ CP55
 - 5/8" IRON ROD FOUND
 - ⊙ 3/4" IRON PIPE FOUND
 - ⊕ WASHER FOUND IN FENCE POST MARKED W/ #1868
 - 5/8" IRON ROD SET W/ RED PLASTIC CAP MARKED GONZALES FIRST SHOT SURV
 - ELECTRIC LINE
 - WIRE FENCE
 - D.R. DEED RECORDS
 - O.R. OFFICIAL RECORDS

ORIGINAL OUTER TOWN OF GONZALES
PARTS OF LOTS 17 AND 19, ALL OF LOT 18
RANGE 2, EAST OF WATER STREET
PARTS OF LOT 17, 18 & 19
RANGE 3, EAST OF WATER STREET

LINE DATA		
Id	Bearing	Distance
L1	S 05°11'16" E	145.82'
L2	N 85°41'39" E	115.45'
L3	S 04°07'30" E	49.14'
L4	S 85°15'12" W	115.31'
L5	S 04°57'00" E	85.00'
L6	S 85°22'39" W	60.20'
L7	S 05°09'19" E	118.19'
L8	N 85°31'54" E	171.82'
L9	S 01°00'07" E	174.43'
L10	S 83°36'12" W	158.77'
L11	S 07°04'09" E	116.68'
L12	S 21°06'12" E	72.06'
L13	S 19°23'56" E	15.26'

NOTE: ALL FOUND MONUMENTS DESCRIBED WITH HEIGHT ABOVE GROUND OR BELOW GROUND INDICATED WITH A #, 0, OR +#

WILLIAM J. MIKESH JR AND CAROLYN J. MIKESH
REVOCABLE LIVING TRUST
FIRST TRACT 6.402 ACRES
821 / 347 D.R.

BETTY AYALA
0.505 ACRES
504 / 455 D.R.

ALICE LOPEZ
0.505 ACRES
505 / 175 D.R.

LINDA LEAL
0.505 ACRES
511 / 520 D.R.

ALFRED PEREZ
0.505 ACRES
504 / 473 D.R.

RICHARD PEREZ
0.505 ACRES
1277 / 034 D.R.

JOSIE GAYTAN
0.536 ACRES
511 / 251 D.R.

LILLIE GOMEZ
0.536 ACRES
504 / 479 D.R.

RUDDOLPH B. PEREZ
0.550 ACRES
504 / 455 D.R.

GILBERT PEREZ
0.529 ACRES
504 / 457 D.R.

RICHARD B. PEREZ
0.539 ACRES
599 / 597 D.R.

VIOLA MASSIE
0.204 ACRES
385 / 520 D.R.

EVELYN STEARNS
0.224 ACRES
1012 / 292 D.R.

RICHARD N. DELANY
EUNICE M. DELANY
0.224 ACRES
585 / 432 D.R.

ANGEL L. ROSAS
ALMA SALINAS ROSAS
0.49 ACRES
981 / 481 D.R.

HARLEN J. WILKERSON
ELISA J. WILKERSON
0.57 ACRES
837 / 792 D.R.

DONNA FEARS-GRAHAM
DALE GRAHAM
TRACT ONE 2.447 ACRES
875 / 520 D.R.

TIMOTHY C. HENERY
LISA A. HENERY
TRACT ONE 3.900 ACRES
874 / 384 D.R.

IAN SCHURIG
ANGELA SCHURIG
TRACT ONE 2.815 ACRES
930 / 302 D.R.

**GROSS
29.501 ACRES
NET LESS
UNOPENED STREET
28.579 ACRES**

**FARM TO MARKET ROAD NO. 794
(HARWOOD ROAD)**

NORTH AVENUE

**UNOPENED STREET
(55.55' WIDE)
(0.022 ACRES)**

PLAT SHOWING all that certain tract of 28.579 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of Lot No. 17, all of Lot No. 18, and part of Lot No. 19, Range No. 2, and part of Lots Nos. 17, 18 and 19, Range No. 3, East of Water Street, in the Original Outer Town of Gonzales, more particularly being described as FIRST TRACT and SECOND TRACT in Special Warranty Deed dated November 29, 2017, executed by William Stephen May to William Stephen May, Jr., et al., recorded in Volume 1268, Page 826, of the Official Records of Gonzales County.

The undersigned does hereby certify that this survey was this day made SEPTEMBER 20, 2021, on the ground of the property, legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, visible encroachments, overlapping of improvements, easements or apparent rights-of-way, except as shown hereon, and said property has access to and from dedicated roadway, except as shown hereon.

SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397

STATE OF TEXAS
REGISTERED
SETH M. FULLILOVE
PROFESSIONAL
LAND SURVEYOR
6397

GONZALES FIRST SHOT SURVEYING, L.L.C. 403 ST. GEORGE STREET GONZALES, TEXAS 78629 830-672-6585 FIRM# 10172000		
SCALE: 1" = 120'	DATE: 09/20/21	SIZE: 18x24
DRAWN: GAB	CHECKED:	JOB: S21-206

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2022-8 Authorizing the
Appointments to the Gonzales Main Street
Advisory Board

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

During the October 14th City Council meeting the City Council appointed several individuals to the Main Street Advisory Board, however there are still two positions currently still vacant. Applications have been received from two individuals. Those individuals are Valorie Daniel and Adrienne Hastings.

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:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2022-8

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

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

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

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

WHEREAS, the City Council hereby appoints the members to the Main Street Advisory Board as attached hereto as Exhibit A.

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

A. Main Street Advisory Board

The following member is appointed to the Gonzales Main Street Advisory Board for the remainder of a two-year term effective January 13, 2021 and ending September 30, 2023:

- 1.

The following member is appointed to the Gonzales Main Street Advisory Board to fill an unexpired term effective January 13, 2021 and ending September 30, 2022:

- 1.

CITY OF GONZALES



COME AND TAKE IT

CITY OF GONZALES BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

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

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

Name: Valone Daniel
Mailing Address: 5997 FM 108 S.
City, State & Zip: Cook, Texas 78614
Phone Number: [REDACTED] (Primary) [REDACTED] (Other)
Email: [REDACTED]
Employer: Guadalupe County CSCD
Occupation: Probation Officer
Business Address: 209 E. Donegan, Seguin, Texas 78155

Are you a resident of Gonzales? Y ☒ N If yes, how long? _____

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

All individuals appointed to a board, commission or committee of the City must sign a statement affirming they have read and understand the City of Gonzales Code of Ethics and Conduct (Article 9.800 of the Code of Ordinances). If appointed, are you willing to sign the required statement? ☒ Y ☐ N

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

If yes, which one(s)? N/A

How long? N/A

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

If so, who? N/A

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

If so, what type? N/A

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

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

Please contact the City Secretary (CitySecretary@gonzales.texas.gov) if you have questions about this process. Revised 7/20

Do you receive any direct compensation or gain from any governmental body?

Y

N

If so, what type? NA

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

I am a life long resident of Gonzales County.
I have been employed for by Guadalupe County
for the past 18 years.
I have a sincere desire to see Gonzales Thrive.

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

The Main Street Board is in dire need
of volunteers.

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

Sherril Schellenberg, 410 St. Vincent, Gonzales
Shianne Galtz, 1806 St. Louis, Gonzales
Nthaa Robinson, 415 St. Vincent, Gonzales,

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

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

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

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

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

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

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

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

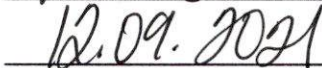
I, the undersigned, am interested in serving on the boards, committees, or commissions indicated above. I hereby attest that I do not own or control any entity, nor am I engaged in any business transaction, nor employed, nor belong to any public office, nor am I a member of any board or commission where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

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

SIGNATURE:



DATE:



For Office Use Only:

Received by:

Date:

Notes on Qualifications:

City of Gonzales
Receipt of Code of Ethics

I, Yaloni Daniel, hereby acknowledge that I have received a copy of the updated Code of Ethics for City of Gonzales Employees and City Officials and ordinance passed October 10, 2019 by the Gonzales City Council.

I acknowledge that I have read and thoroughly understand the expectations and standards of decorum and appropriate process set before me as a City Official actively serving upon the

Yaloni Daniel
Board Member Signature

12-09-2021
Date

CITY OF GONZALES



COME AND TAKE IT

CITY OF GONZALES
BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION

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

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

Name: Adruane Hastings

Mailing Address: P.O. Box 1791

City, State & Zip: Gonzales TX 78629

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

Email: [REDACTED]

Employer: Diamond Reclamation

Occupation: COO

Business Address: 3100 Gessner Rd. Houston TX 77063

Are you a resident of Gonzales? ☒ Y ☐ N If yes, how long? 10 yrs.

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

All individuals appointed to a board, commission or committee of the City must sign a statement affirming they have read and understand the City of Gonzales Code of Ethics and Conduct (Article 9.800 of the Code of Ordinances). If appointed, are you willing to sign the required statement? ☒ Y ☐ N

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

If yes, which one(s)? _____

How long? _____

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

If so, who? _____

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

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body?

Y

(N)

If so, what type? _____

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

For over 20 yrs. I've been in the Business Development & Sales Management field. For the majority of the time it's been in the oilfield industry. I consistently demonstrated the ability to generate revenue using hunter-type sales approach while building a sales team. I've maintained and established a network of relationship across the board. In a year I was able to achieve record breaking sales milestone of generating \$336 million in revenue from South TX based E&P.

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

I truly feel that I could bring revenue in from local & county oilfield operators to boost the mainstream. I've always wanted to be ^(volunteer) in my community but while I resided in another county prior to Gonzales I served on the Habitat for Humanity board, Salvation Army, Junior League of Victoria and implemented The Cinderella Project & Hope of South Texas and Ghost Kitchen feeding the less fortunate. Gonzales and the Mainstreet have struck my attention due to needing more volunteers.

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

Phonae Hand -

Donna Kelly -

Kristine Schmidt

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

ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS

___ Library Board

___ JB Wells Park Advisory Board

___ Airport Advisory Board

___ Museum Advisory Board

___ Independent Golf Course Advisory Board

___ Convention & Visitor Bureau

DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS

___ Planning and Zoning Commission

___ Board of Adjustment/Sign Control Board

SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS

___ Gonzales Economic Development Corp.

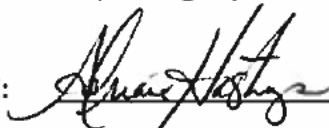
☒ Main Street Advisory Board

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

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

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

SIGNATURE:



DATE:

12-31-2021

For Office Use Only:

Received by:

Date:

Notes on Qualifications:

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-9 Accepting/ Rejecting the Proposals Received for the Eggleston House Roof Replacement and Structural Repairs Project and if rejected authorizing staff to readvertise the project

DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

City staff desires to replace the Eggleston House Roof and to have structural repairs done to the Eggleston House. This will allow the Eggleston House to have much needed repairs, to improve the overall appearance, and provide & create a unique environment while enhancing our community for citizens of Gonzales and patrons/visitors of the Eggleston House.

The RFP was posted on November 15, 2021, with proposals due on December 14, 2021, at 2:00 P.M. The City of Gonzales received one response to the RFP, with a base proposal of \$153,500.00 from RYCARS Construction, LLC. The amount of the proposal was substantially greater than the amount budgeted, therefore, staff is seeking direction from City Council on how they would like to proceed with this project.

POLICY CONSIDERATIONS:

Local Government Code Section 252.043 (f) states that the governing body may reject any and all bids.

FISCAL IMPACT:

City staff budgeted the following amounts within the current 2021-2022 Budget: Hotel/Motel GL account 500-7-811.527 will pay \$20,000, and the General Fund GL account 100-7-660.650 will pay \$30,000. DAR is applying for a grant in the amount of \$10,000 (Awarded in Spring 2022). RYCARS Construction, LLC bid \$153,500. If the DAR grant is awarded there would be a difference of \$93,500 that would have to come in the form of a budget amendment by City Council if bid is awarded.

ATTACHMENTS:

Tabulation, Specs and General Contractors List

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2022-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING/REJECTING THE PROPOSALS FOR THE EGGLESTON HOUSE ROOF REPLACEMENT AND STRUCTURAL REPAIRS PROJECT AND IF REJECTED AUTHORIZING STAFF TO READVERTISE THE PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, this project was budgeted in the 2021-2022 budget, and city staff solicited proposals for the roof replacement and structural repairs as per Chapter 252 of the Local Government Code; and,

WHEREAS, the advertisements for the Request for Proposals were published in the newspaper for two consecutive weeks beginning November 18, 2021; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on December 14, 2021 at 2:00 p.m.; and,

WHEREAS, one proposal was received from RYCARS Construction, LLC in the amount of \$153,500.00; and,

WHEREAS, City staff budgeted the following amounts within the current 2021-2022 Budget: Hotel/Motel GL account 500-7-811.527 will pay \$20,000, and the General Fund GL account 100-7-660.650 will pay \$30,000; and; and,

WHEREAS, the DAR is applying for a grant in the amount of \$10,000 (Awarded in Spring 2022), and if the DAR grant is awarded there would be a difference of \$93,500; and

WHEREAS, Local Government Code Section 252.043(f) states that the governing body may reject any and all bids, however if the project is awarded a budget amendment would have to be completed at a later date; and,

WHEREAS, the City Council finds that accepting/rejecting the proposal for the roof replacement and structural repairs is in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales hereby accepts/rejects all proposals received for the roof replacement and structural repairs.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of January, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

CITY OF GONZALES | **EGGLESTON HOUSE ROOF REPLACEMENT and STRUCTURAL REPAIRS PROJECT**
Gonzales, Texas
TSG Architects AIA

Tuesday, December 14, 2021
2:00 p.m.

BID TABULATIONS

CONTRACTOR	BASE BID	DAYS	NOTES
RYCARS Construction, LLC	\$ 153,500.00	120	

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: January 13, 2022

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-10 Authorizing Designated Signatories for Contractual and Financial Documents for the Texas General Land Office (GLO) Community Development Block Grant Hazard Mitigation (CDBG-MIT) Program Contract 22-085-066-D323; Designating the City Manager as the City's Authorized Representative to Act in all matters in connection with said grant

TYPE AGENDA ITEM:

Consent

BACKGROUND:

The City of Gonzales has received Community Development Block Grant Hazard Mitigation (CDBG-MIT) award, contract 22-085-D323 in the amount of \$3,778,467.50, for infrastructure improvements to Tinsley Creek as a result of disaster declaration DR-4332-2017, in order to mitigate the impact of future flooding events.

The General Land Office requests that the City of Gonzales appoint persons to execute contractual and financial documents to request funds from the GLO and submit an original signed copy of the Depository/Authorized Signatories Designation Form with a copy of this Resolution.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

There will be no fiscal impact to the City of Gonzales.

ATTACHMENTS:

Designated Signatory Forms

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this Resolution.

RESOLUTION NO. 2022-10

A RESOLUTION OF THE CITY OF GONZALES, TEXAS, AUTHORIZING DESIGNATED SIGNATORIES FOR CONTRACTUAL AND FINANCIAL DOCUMENTS FOR THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT HAZARD MITIGATION (CDBG-MIT) PROGRAM CONTRACT 22-085-066-D323; DESIGNATING THE CITY MANAGER AS THE CITY'S AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH SAID GRANT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City of Gonzales has received Community Development Block Grant Hazard Mitigation (CDBG-MIT) award through the Texas General Land Office (GLO) for infrastructure improvements to Tinsley Creek as a result of disaster declaration DR-4332-2017, in order to mitigate the impact of future flooding events; and

WHEREAS, it is necessary to appoint persons to execute contractual and financial documents to request funds from the GLO; and

WHEREAS, an original signed copy of the Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution; and

WHEREAS, the City of Gonzales acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations etc), the City must provide the GLO with the following: (1) a Resolution stating the new authorized signatory (not required if this Resolution states only the title and not the name of the signatory) (2) a revised Depository/Authorized Signatories Designation Form.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Mayor and City Manager to execute contractual documents between the Texas General Land Office and City for the Community Development Block Mitigation Grant (CDBG-MIT) Program project.

Section 2. The City Council of the City of Gonzales hereby authorizes the City Manager and Finance Director to execute all financial documents required for the requesting of funds approved in the GLO CDBG-MIT Program project.

Section 3. The City Council directs and designates City Manager as the City's Authorized Representative to act in all matters in connection with the GLO CDBG-MIT Program contract 22-085-D323.

Section 4. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that the public notice of the time, place and purpose of the meeting was given as required.

Section 5. This Resolution shall be in force and effect from and after its final passage and it is so resolved.

PASSED AND APPROVED this 13th day of January, 2022.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	The City of Gonzales	Contract Number:	22-085-066-D323
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Connie Kacir	Tim Patek
Name	Name
Mayor	City Manager
Title	Title

Subrecipient:		Contract Number:	
---------------	--	------------------	--

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Connie Kacir	Tim Patek
Name	Name
Mayor	City Manager
Title	Title

Signature	Signature
-----------	-----------

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

SAGE Capital Bank	
Name of Lending Institution	
Gonzales, Texas	
Address	
78629	
City, State, Zip Code	
Fund Account Number:	38006649

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Laura Zella	Tim Patek
Name	Name
Finance Director	City Manager
Title	Title

Signature	Signature
-----------	-----------



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

--	--

Name

Name

--	--

Title

Title

--	--

Signature

Signature

--	--

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: January 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Every ten years following completion of the Constitutionally mandated United States Census, the City should analyze its population and redraw the boundaries of the various single member Council districts. During the March 11th City Council meeting, each council member appointed one (1) member to the commission which will be empaneled from April 8, 2021 through February 7, 2022. The final report of the commission was presented to the council at the December 9, 2021 City Council meeting. The adoption of the boundaries must be approved at least three months prior to the May 2022 election day.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The City budgeted \$10,000.00 within the line item 7-101-411 Special Contracts within the 2020-2021 Fiscal Year Budget to pay all costs associated with the redistricting project.

ATTACHMENTS:

Boundary map

STAFF RECOMMENDATION:

Staff respectfully requests the approval of this resolution.

AGENDA ITEM

Conduct a Public Hearing and Consider Approval of Ordinance #2022-01 Approving and Adopting the New Voting District Reapportionment Map of the City and Revising the Council Member District Boundaries in Response to the 2020 Census; Providing for the Redistricting of the Four (4) City Council Districts within the City of Gonzales, Texas

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING AND ADOPTING THE NEW VOTING DISTRICT REAPPORTIONMENT MAP OF THE CITY AND REVISING THE COUNCIL MEMBER DISTRICT BOUNDARIES IN RESPONSE TO THE 2020 CENSUS; PROVIDING FOR THE REDISTRICTING OF THE FOUR (4) CITY COUNCIL DISTRICTS WITHIN THE CITY OF GONZALES, TEXAS; PROVIDING A SAVINGS AND REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE

WHEREAS, based upon a review of the results of the 2020 U.S. Census Bureau decennial census, the City Council of the City of Gonzales determined that the redistricting of its single member council districts, District 1, District 2, District 3, and District 4 was necessary and followed criteria to guide the development of a reapportionment plan and the drawing of new voting district boundaries; and

WHEREAS, the City Council of the City of Gonzales has undertaken to redraw the four council member districts for the convenience of the people and to equalize population and assure compliance with the applicable requirements of state and federal law; and

WHEREAS, the population of the City of Gonzales, Texas (the “City”) is 7,165; and

WHEREAS, the existing City Council districts do not reflect equitable distribution of the population, while also accounting for predictable future growth; and

WHEREAS, the City Council shall adjust the boundaries of the districts by ordinance at least once every ten (10) years, according to the latest available Census figures, to keep each of the four (4) districts in approximately the same qualified voter strength; and

WHEREAS, the City has been working with its legal counsel and GIS Specialists from Doucet & Associates (“Doucet”) to address the boundaries of the current City Council districts; and

WHEREAS, having reviewed mapping options provided by its consultants, the Council has selected the option they deemed best to harmonize the requirements of equality of population while accounting for predictable future growth; and

WHEREAS, the proposed redistricting map shows the revised districts encompassing the voting precinct boundaries; and

WHEREAS, following a public hearing, the City Council hereby finds that is in the best interest of the City to adopt the proposed redistricting map to better serve its citizens and in compliance with State and Federal laws.

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

Section 1. That all of the above premises are hereby found to be true and correct legislative and factual findings of the City of Gonzales City Council and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the voting district map, attached hereto as Exhibit A, is hereby approved, and adopted as the official voting district map based on the 2020 Census for the four (4) electoral City Council districts.

Section 3. That the City Manager or his/her designee is hereby instructed to send a copy of this ordinance and the amended city council member district maps to the proper officials of Gonzales County so the County can make the necessary changes in the County's election precincts, as required by the Texas Election Code, and effective for the May 2022 City Council Election.

Section 4. This new voting district map is effective immediately and shall be in full force and effect for the May 2022 municipal election and candidates shall file and voters shall vote in accordance with this map.

Section 5. The recitals contained in the preamble are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 6. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

Section 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. It is officially found, determined, and declared 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, as required by Chapter 551, Texas Government Code, as amended.

Section 10. This Ordinance shall be in force and effect from and after its final passage, and it is so ordained.

PASSED AND APPROVED on this 13th day of January, 2022.

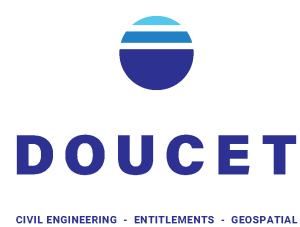
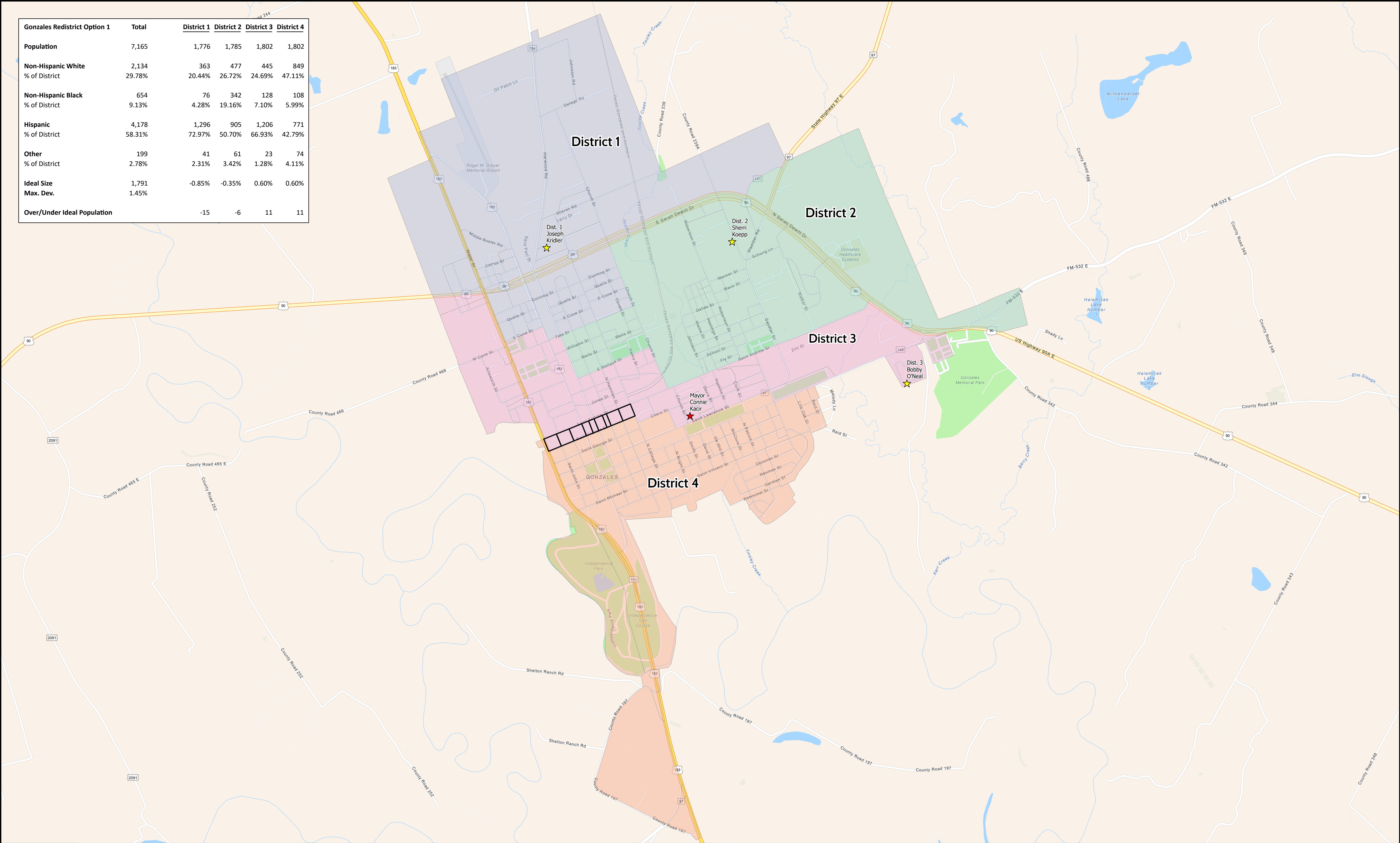
Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXHIBIT A
VOTING DISTRICT MAP

Gonzales Redistrict Option 1	Total	District 1	District 2	District 3	District 4
Population	7,165	1,776	1,785	1,802	1,802
Non-Hispanic White	2,134	363	477	445	849
% of District	29.78%	20.44%	26.72%	24.69%	47.11%
Non-Hispanic Black	654	76	342	128	108
% of District	9.13%	4.28%	19.16%	7.10%	5.99%
Hispanic	4,178	1,296	905	1,206	771
% of District	58.31%	72.97%	50.70%	66.93%	42.79%
Other	199	41	61	23	74
% of District	2.78%	2.31%	3.42%	1.28%	4.11%
Ideal Size	1,791	-0.85%	-0.35%	0.60%	0.60%
Max. Dev.	1.45%				
Over/Under Ideal Population		-15	-6	11	11



City of Gonzales, TX

Redistrict Option 1

Date: 11/19/2021 Data Sourced from TNRIS, Census

- New District No.
- 1
 - 2
 - 3
 - 4
- District Change



Doucet & Associates has generated this exhibit for informational purposes only. Data has been compiled from various sources and should not be assumed to be a legal description and should not be a substitute for an on-the-ground survey. Data is believed to be accurate, but accuracy is not guaranteed. While D&A has attempted to ensure that the information contained in these data layers is accurate, D&A expressly disclaims all warranties of any type, expressed or implied. D&A assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any data provided herein.

CITY OF GONZALES FINANCIALS

January 13, 2022

REPORTS FOR PERIOD ENDING 12/31/2021

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUNDS

There are still journal entries that need to be completed for December and there will be some budget amendments presented on a future agenda for some items and projects that were not spent by September 30, 2021.

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2021

100-GENERAL FUND

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

REVENUE SUMMARY						
401-TAX REVENUE	2,692,465.00	239,903.60	634,930.86	23.58	0.00	2,057,534.14
402-FRANCHISE REVENUE	1,874,687.00	120,974.63	435,044.35	23.21	0.00	1,439,642.65
403-LICENSE/FEE/PERMITS	81,850.00	5,464.75	14,870.34	18.17	0.00	66,979.66
404-PARKS FEES REVENUE	301,485.00	12,236.05	54,033.21	17.92	0.00	247,451.79
405-MUNICIPAL COURT REVEN	46,115.00	4,157.56	18,282.62	39.65	0.00	27,832.38
406-MISCELLANEOUS REVENUE	763,050.00	22,150.92	1,903,383.65	249.44	0.00	(1,140,333.65)
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	12,000.00	443.95	2,416.48	20.14	0.00	9,583.52
409-OTHER FINANCING REVEN	966,650.00	5,625.00	5,625.00	0.58	0.00	961,025.00
410-TRANSFERS	2,857,618.00	207,801.49	707,555.51	24.76	0.00	2,150,062.49
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	9,595,920.00	618,757.95	3,776,142.02	39.35	0.00	5,819,777.98
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	91,616.00	4,522.67	27,949.12	30.56	51.45	63,615.43
102-CITY MANAGER DEPART	175,509.00	12,233.53	45,631.36	26.00	0.00	129,877.64
103-COMMUNITY DEVELOPMENT	277,201.00	17,087.07	63,079.65	22.76	0.00	214,121.35
104-NON-DEPARTMENTAL	441,809.00	51,118.25	1,954,078.69	442.29	0.00	(1,512,269.69)
105-MAIN STREET DEPARTMEN	74,531.00	3,715.61	15,154.35	20.33	0.00	59,376.65
106-ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
107-BUILDING MAINTENANCE	273,228.00	17,382.98	62,891.18	23.02	0.00	210,336.82
108-CITY SECRETARY DEP	138,211.00	7,911.11	29,448.77	21.31	0.00	108,762.23
109-FINANCE DEPARTMENT	287,040.00	17,297.66	88,323.13	30.77	0.00	198,716.87
110-HOTEL/MOTEL	0.00	0.00	0.00	0.00	0.00	0.00
201-PARKS DEPARTMENT	652,403.00	33,109.89	153,321.20	23.50	0.01	499,081.79
202-SWIMMING POOL DEPARTM	29,849.00	0.00	1,150.68	3.86	0.00	28,698.32
204-RECREATION DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
206-INDEPENDENCE GOLF CO	306,194.00	15,428.02	67,105.37	21.92	0.00	239,088.63
301-FIRE DEPARTMENT	1,506,743.00	86,221.27	297,013.23	22.23	37,862.30	1,171,867.47
501-POLICE DEPARTMENT	2,773,373.00	184,237.92	695,581.01	26.85	49,190.56	2,028,601.43
504-ANIMAL CONTROL DEPART	163,090.00	10,567.80	36,654.51	22.48	0.00	126,435.49
550-MUNICIPAL COURT DEPT.	113,156.00	5,670.60	24,937.37	22.04	0.00	88,218.63
602-AIRPORT DEPARTMENT	133,495.00	16,916.30	35,562.93	26.64	0.00	97,932.07
603-STREETS DEPARTMENT	1,709,665.00	20,979.35	167,355.79	26.67	288,621.62	1,253,687.59
650-LIBRARY DEPARTMENT	291,833.00	17,512.09	72,154.78	24.72	0.00	219,678.22
660-MUSEUM DEPARTMENT	142,603.00	4,957.60	37,833.29	26.53	0.00	104,769.71
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	9,581,549.00	526,869.72	3,875,226.41	44.37	375,725.94	5,330,596.65
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	14,371.00	91,888.23	(99,084.39)	303.95-	(375,725.94)	489,181.33
	-----	-----	-----	-----	-----	-----

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2021

203-JB WELLS PARK FUND

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

REVENUE SUMMARY						
404-PARKS FEES REVENUE	664,620.00	20,110.00	120,929.46	18.20	0.00	543,690.54
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	664,620.00	20,110.00	120,929.46	18.20	0.00	543,690.54
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
203-JB WELLS PARK	906,861.00	34,561.32	147,005.47	16.21	0.00	759,855.53
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*** TOTAL EXPENDITURES ***	906,861.00	34,561.32	147,005.47	16.21	0.00	759,855.53
	=====	=====	=====	=====	=====	=====
*** REVENUES OVER (UNDER) EXPENDITURES ***	(242,241.00)	(14,451.32)	(26,076.01)	10.76	0.00	(216,164.99)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2021

210-ELECTRIC FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	0.00	0.00	0.00	0.00	0.00	0.00
710-ELECTRIC DEPARTMENT	10,357,097.00	717,611.66	2,358,934.38	22.78	0.00	7,998,162.62
750-REVENUE COLLECTION	218,627.00	1,797.25	74,936.00	34.28	0.00	143,691.00
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	10,575,724.00	719,408.91	2,433,870.38	23.01	0.00	8,141,853.62
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,712,434.00	326,461.73	1,915,740.12	24.80	740,649.26	8,056,044.62
750-REVENUE COLLECTIONS	284,578.00	16,689.34	95,098.63	33.42	0.00	189,479.37
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	10,997,012.00	343,151.07	2,010,838.75	25.02	740,649.26	8,245,523.99
** REVENUES OVER(UNDER) EXPENDITURES **	(421,288.00)	376,257.84	423,031.63	75.39	(740,649.26)	(103,670.37)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2021

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	2,515,800.00	202,246.99	636,558.60	25.30	0.00	1,879,241.40
*** TOTAL REVENUES ***	2,515,800.00	202,246.99	636,558.60	25.30	0.00	1,879,241.40
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,130,187.00	117,974.00	447,929.66	21.98	20,380.57	1,661,876.77
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	2,130,187.00	117,974.00	447,929.66	21.98	20,380.57	1,661,876.77
** REVENUES OVER(UNDER) EXPENDITURES **	385,613.00	84,272.99	188,628.94	43.63	(20,380.57)	217,364.63

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2021

230-WASTEWATER FUND

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

REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,466,969.00	133,153.41	391,510.90	26.69	0.00	1,075,458.10
731-W/W CDBG PROJECT	720,917.00	0.00	24,062.77	3.34	0.00	696,854.23
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*** TOTAL REVENUES ***	2,187,886.00	133,153.41	415,573.67	18.99	0.00	1,772,312.33
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EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,500,322.00	68,703.71	311,901.05	37.22	246,470.00	941,950.95
731-W/W CDBG PROJECT	1,617,945.00	0.00	2,250.00	0.14	0.00	1,615,695.00
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*** TOTAL EXPENDITURES ***	3,118,267.00	68,703.71	314,151.05	17.98	246,470.00	2,557,645.95
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*** REVENUES OVER (UNDER) EXPENDITURES ***	(930,381.00)	64,449.70	101,422.62	15.59	(246,470.00)	(785,333.62)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2021

300-CAPITAL PROJECTS-BUSINESS

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
300-CAPITAL PROJECTS-BUS	500.00	0.00	46.05	9.21	0.00	453.95
*** TOTAL REVENUES ***	500.00	0.00	46.05	9.21	0.00	453.95
EXPENDITURE SUMMARY						
300-TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
301-STREETS	0.00	0.00	0.00	0.00	0.00	0.00
302-WASTEWATER	219,450.00	0.00	0.00	0.00	0.00	219,450.00
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	318,450.00	0.00	0.00	0.00	0.00	318,450.00
*** TOTAL EXPENDITURES ***	537,900.00	0.00	0.00	0.00	0.00	537,900.00
** REVENUES OVER (UNDER) EXPENDITURES **	537,400.00	0.00	46.05	0.01-	0.00	(537,446.05)

C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2021

400-DSF GOVERNMENT ACTIVITIES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	1,262,050.00	0.00	83,136.88	6.59	0.00	1,178,913.12
*** TOTAL REVENUES ***	1,262,050.00	0.00	83,136.88	6.59	0.00	1,178,913.12
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,247,700.00	0.00	0.00	0.00	0.00	1,247,700.00
*** TOTAL EXPENDITURES ***	1,247,700.00	0.00	0.00	0.00	0.00	1,247,700.00
** REVENUES OVER(UNDER) EXPENDITURES **	14,350.00	0.00	83,136.88	579.35	0.00	(68,786.88)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2021

500-RESTRICTED USE FUNDS

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

REVENUE SUMMARY						
410-TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL/MOTEL	303,100.00	34,530.50	101,711.01	33.56	0.00	201,388.99
812-MEMORIAL MUSEUM	3,580.00	2.90	608.78	17.01	0.00	2,971.22
813-FORFEITURES	110.00	0.00	20.66	18.78	0.00	89.34
814-MUNICIPAL COURT	1,820.00	104.88	349.33	19.19	0.00	1,470.67
815-ROBERT L BROTHERS	380.00	0.00	71.82	18.90	0.00	308.18
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*** TOTAL REVENUES ***	308,990.00	34,638.28	102,761.60	33.26	0.00	206,228.40
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EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	479,231.00	9,342.00	32,236.45	6.73	0.00	446,994.55
812-MEMORIAL MUSEUM	34,000.00	0.00	0.00	0.00	0.00	34,000.00
813-FORFEITURES	21,000.00	0.00	0.00	0.00	0.00	21,000.00
814-MUNICIPAL COURT	17,500.00	47.65	8,311.60	47.49	0.00	9,188.40
815-ROBERT L BROTHERS	32,200.00	44.88	3,152.16	9.79	0.00	29,047.84
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*** TOTAL EXPENDITURES ***	583,931.00	9,434.53	43,700.21	7.48	0.00	540,230.79
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES ** (274,941.00)	25,203.75	59,061.39	21.48-	0.00	(334,002.39)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2021

575-CAPITAL PROJECTS-GOV.

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
575-CAPITAL PROJECTS-GOV	0.00	0.00	17.53	0.00	0.00	(17.53)
*** TOTAL REVENUES ***	0.00	0.00	17.53	0.00	0.00	(17.53)
EXPENDITURE SUMMARY						
CAPITAL PROJECTS-GOV	28,075.00	86,556.45	196,935.08	701.46	0.00	(168,860.08)
*** TOTAL EXPENDITURES ***	28,075.00	86,556.45	196,935.08	701.46	0.00	(168,860.08)
** REVENUES OVER(UNDER) EXPENDITURES **	28,075.00	(86,556.45)	(196,917.55)	701.40	0.00	168,842.55

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
100-GENERAL FUND			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	1,127,178.96	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	97,165.02	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	

TOTAL CASH		1,224,343.98	
 <u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		285,948.59
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		18,474.86
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00

TOTAL INVESTMENTS			304,423.45
 <u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		1,772,686.87
100 1-104.604	TEXPOOL - ARMORY LEASE		0.00
100 1-104.702	TEXPOOL - IND PARK IMPT OIL		0.00
100 1-104.703	TEXPOOL - LEWIS PROPERTY		0.00

TOTAL POOLED INVESTMENTS			1,772,686.87

TOTAL 100-GENERAL FUND		1,224,343.98	2,077,110.32
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203-JB WELLS FUND			
=====			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(198,862.30)	

TOTAL CASH		(198,862.30)	

TOTAL 203-JB WELLS PARK FUND		(198,862.30)	0.00
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210-ELECTRIC FUND			
=====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	157,800.38	
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	174,800.96	

TOTAL CASH		332,601.34	

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2021 DECEMBER 31ST, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
210 1-103.000	AGENCY SECURITIES - ELECTRIC		0.00
210 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
210 1-103.410	CERT OF DEP - SOUTH STAR BANK		279,896.75
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			279,896.75
<u>POOLED INVESTMENTS</u>			
210 1-104.000	TEXPOOL- UNDESIGNATED		0.00
210 1-104.001	TEXPOOL-HYDRO CO'S		0.00
210 1-104.002	TEXPOOL- ELECTRIC FUND		1,982,587.61
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			1,982,587.61
TOTAL 210-ELECTRIC FUND		332,601.34	2,262,484.36
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220-WATER FUND			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	791,625.39	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	24,749.00	
TOTAL CASH		816,374.39	
<u>INVESTMENTS</u>			
220 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
220 1-103.411	CERTIFICATE OF DEPOSIT-SAGE		0.00
220 1-103.606	CUSTOMER METER DEPOSITS - INVT		0.00
TOTAL INVESTMENTS			0.00
<u>POOLED INVESTMENTS</u>			
220 1-104.000	TEXPOOL - WATER FUND		0.00
220 1-104.001	TEXPOOL CONSTRUCTION		0.00
220 1-104.002	TEXPOOL- WATER FUND		751,924.02
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL		0.00
TOTAL POOLED INVESTMENTS			751,924.02
TOTAL 220-WATER FUND		816,374.39	751,924.02

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2021 DECEMBER 31ST, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	720,607.84	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	600.00	

TOTAL CASH		721,207.84	
<u>INVESTMENTS</u>			
230 1-103.000	INVESTMENTS AGENCY SECURITIES		0.00
230 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
230 1-103.411	CERT. OF DEP - SOUTH STAR BANK		280,897.33

TOTAL INVESTMENTS			280,897.33
<u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		509,256.26
230 1-104.003	TEXPOOL-CORONAVIRUS LOCAL FIS		933,355.77

TOTAL POOLED INVESTMENTS			1,442,612.03
		-----	-----
TOTAL 230-WASTEWATER FUND		721,207.84	1,723,509.36

240-SOLID WASTE

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<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	82,525.64	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	

TOTAL CASH		82,525.64	
<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		82,525.64	0.00

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2021 DECEMBER 31ST, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
250-DSF PROPRIETARY			
=====			
<u>CASH</u>			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	

	TOTAL CASH	0.00	

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

	TOTAL CASH	0.00	
 <u>POOLED INVESTMENTS</u>			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		0.00
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		266,963.07
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		365,966.17
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		0.00

	TOTAL POOLED INVESTMENTS		632,929.24
		-----	-----
	TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	632,929.24
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400-DSF GOVERNMENTAL ACTI			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	301,942.44	

	TOTAL CASH	301,942.44	
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	TOTAL 400-DSF GOVERNMENT ACTIVITIES	301,942.44	0.00
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500-RESTRICTED USE FUNDS			
=====			
<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	(7,845.42)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	650,352.76	
500 1-001.503	CASH - MUSEUM FUNDS	31,078.54	

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2021 DECEMBER 31ST, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.504	CASH - FORFEITURES	24,112.13	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	7,050.20	
500 1-001.506	CASH - MUN CRT SECURITY	22,817.24	
500 1-001.507	CASH - MUN CRT TECH	652.46	
500 1-001.508	CASH - SPECIAL EXPENSE	6,829.91	
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	80,115.44	
TOTAL CASH		815,163.26	
TOTAL 500-RESTRICTED USE FUNDS		815,163.26	0.00

575-CAPITAL PROJECTS-GOV

CASH

575 1-001.000	CASH-CONTROL ACCT	0.00
TOTAL CASH		0.00

POOLED INVESTMENTS

575 1-104.101	CASH-CO SERIES 19 CIP STREET	197,578.90
TOTAL POOLED INVESTMENTS		197,578.90
TOTAL 575-CAPITAL PROJECTS-GOV.		0.00 197,578.90

700-COMPONENT UNIT

CASH

700 1-001.000	CASH -CONTROL ACCOUNT	0.00
700 1-001.101	CASH - ECONOMIC DEV CORP	3,105,508.56
TOTAL CASH		3,105,508.56

INVESTMENTS

700 1-103.412	CERT OF DEPOSIT-SAGE CAPITAL	0.00
700 1-103.419	RBFCU- BASIC BUSINESS CHECKING	0.00
700 1-103.420	RBFCU - MONEY MARKET ACCT	0.00
700 1-103.430	SAVINGS ACCT - RBFCU	0.00
TOTAL INVESTMENTS		0.00
TOTAL 700-GONZALES ECONOMIC DEV		3,105,508.56 0.00

FUND TOTAL OTHER INVESTMENTS	865,217.53
FUND TOTAL POOLED INVESTMENTS	6,780,318.67

TOTAL CASH AND INVESTMENTS	7,200,805.15	7,645,536.20
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*** END OF REPORT ***