

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –MARCH 10, 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.

OTHER BUSINESS

- 1.1 Ceremonial Swearing in of Police Officer: Juan Jimenez, Jr.
- 1.2 Update, discussion and direction regarding the Director of Tourism position

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 February 10, 2022 Regular Meeting
- 2.2 Discuss, Consider & Possible Action on **Resolution #2022-21** Approving the Recommendation of Gonzales Convention & Visitor Bureau for the Expenditure of Funds in the amount of \$2,500.00 to Jay Hilscher DBA Lone Star Relays for Advertising for the Texas Independence Relay; authorizing street closures and use of City property for the event on March 25 & 26, 2022

- 2.3 Discuss, Consider & Possible Action on **Resolution #2022-22** Approving the Agreement for Professional Services by and Between the GEDC and B&P Clearing, LLC, A Texas Limited Liability Company in the amount of \$29,280.00
- 2.4 Discuss, Consider & Possible Action on **Resolution #2022-23** Authorizing Gonzales Main Street's Use of Independence Square including the Parking Lot, Designated Street Closures, Closure of the Brickyard Area at Independence Park, and Sale and Consumption of Alcoholic Beverages for the Annual Main Street Concert Series and Star-Spangled Spectacular on June 4th, 11th, 18th, 25th, and July 4, 2022
- 2.5 Discuss, Consider & Possible Action on **Resolution #2022-24** Authorizing Gonzales Main Street's Use of Independence Square including the Parking Lot, Designated Street Closures, and Sale and Consumption of Alcoholic Beverages for the Cinco de Mayo & Trade Days Event on May 7, 2022

RESOLUTIONS

- 3.1 Discuss, Consider & Possible Action on **Resolution #2022-25** Accepting the Proposals and Awarding the Contract for the 15-Inch Wastewater Line Project Phase 2 to M&C Fonseca Construction, Inc.
- 3.2 Discuss, Consider & Possible Action on **Resolution #2022-26** Authorizing the purchase of a Phase 1-Shade Structure Building for the Police Department
- 3.3 Discuss, Consider & Possible Action on **Resolution #2022-27** Accepting or Rejecting the Bids Received for the Eggleston House Roof Replacement and Structural Repairs Project and if rejected authorizing staff to readvertise the project
- 3.4 Discuss, Consider & Possible Action on **Resolution #2022-28** Authorizing the Mayor to Execute an Agreement with Gonzales County Emergency Services District No. 2. for Fire Services
- 3.5 Discuss, Consider & Possible Action on **Resolution #2022-29** Authorizing the Use of Independence Square Including the Parking Lot for the Gonzo Graveler cycling event on April 23, 2022
- 3.6 Discuss, Consider & Possible Action on **Resolution #2022-30** Authorizing the Gonzales County Veterans Memorial Association to construct a Veterans Memorial on City property located at the corner of Moore & St. Lawrence and approving the City's Financial Contribution to the project

ORDINANCES

- 4.1 Discuss, Consider & Possible Action on **Ordinance #2022-4** Closing and Abandoning to the Abutting Property Owner a Portion of a Certain Unimproved Street and Authorizing the City Manager to Execute the Real Property Contract
- 4.2 Conduct a public hearing and consider approval of **Ordinance #2022-5** Amending the Gonzales Code of Ordinances Chapter 14 Zoning, Related to Posted Sign Notice and Zoning Variances

STAFF/BOARD REPORTS

- 5.1 Finance Director will provide feedback on any questions regarding:
- Financial Reports for funds as of February 28, 2022
 - Cash & Investment by Fund as of February 28, 2022
- 5.2 City Manager, Tim Patek will update the City Council on the following:
- Request for Proposal JB Wells Park
 - Potential sale of Surplus real Property
 - Pressure Plane Analysis
 - 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
- B) Project B

- (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) Oil and Gas Leases

- (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) Delinquent Hotel Motel Tax Collection
 - A Guerra Enterprise, LLC. dba Holiday Inn Express & Suites
 - AR Guerra Holdings, LLC dba Sleep Inn and Suites

- (4) Pursuant to Section 551.086 of the Texas Government Code, to deliberate, vote or take final action on a competitive matter related to certain public power utilities:

A) City of Gonzales Electric Utility System-Power Supply and Associated
Competitive Matters

RETURN TO OPEN SESSION

7.1 Discuss, Consider & Possible Action authorizing 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 March 10, 2022, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 7th day of March, 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 –FEBRUARY 10, 2022**

The regular meeting of the City Council was held on **February 10, 2022** 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
Ronda Miller	Council Member, District 5	Present

STAFF PARTICIPATING:

Tim Patek-City Manager, Kristina Vega-City Secretary, Tim Crow-Chief of Police, Gary Schurig-Museum Director, Todd Remschel-Street Director, Marland Mercer-Water/Wastewater Director, Amanda Garza-JB Wells Park Arena Manager and Laura Zella-Finance Director

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events-March 1st at 11:00 a.m. Immortal 32 Ceremony, March 2nd at 11:30 a.m.-12:00 p.m. Toast to Texas on Texas Heroes Square, March 6th at 2:00 p.m. Wreath Laying Ceremony and the Young Texians will perform at the Museum Monument commemorating the date that the Alamo fell and March 6th at the Alamo at dawn also memorializing the men that died in the fall of the Alamo.
- 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

Brad Cox-Executive Director of the Chamber informed all that the Chamber of Commerce has now moved to their new location at 304 St. Louis and invited all to attend a ribbon cutting on February 22nd at between 5:30 p.m.-7:00 p.m. with the ribbon cutting being at 6:00 p.m.

Barbara Crozier informed everyone of the upcoming events and invited all to attend-March 1st at 11:00 a.m. Immortal 32 Ceremony at Alamo Plaza, March 2nd at 11:30 a.m.-12:00 p.m. Toast to Texas on Texas with the toast being at 12:00 p.m. on Heroes Square, March 6th at 2:00 p.m. Wreath Laying Ceremony and the Young Texians will perform at the Museum Monument

commemorating the date that the Alamo fell and March 6th at the Alamo at dawn also memorializing the men that died in the fall of the Alamo.

PUBLIC HEARING

The City of Gonzales is accepting comment in regard to the use of American Rescue Plan Act of 2021 (hereinafter “ARPA”) funds signed into law on March 11, 2021. On May 10, 2021, the United States Department of the Treasury published guidance regarding the allowable usage of the Coronavirus Local Fiscal Recovery Funds (hereinafter “CLFRF”) to be disseminated to local governments in accordance with the ARPA. The total allocation of CLFRF funds to the City of Gonzales, as published by the U.S. Treasury, is \$1,866,571.55 of which the City receipted the first fifty percent (50%) of its CLFRF allocation (\$933,285.78) on September 15, 2021.

Mayor Kacir opened the Public Hearing.

No comments were made.

Mayor Kacir closed the Public Hearing

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 January 13, 2022 Regular Meeting & January 18, 2022 Special Called Meeting
- 1.2 Acknowledging Receipt of the 2021 Annual Racial Profiling Report
- 1.3 Discuss, Consider & Possible Action on **Resolution #2022-11** Authorizing the Use of Texas Heroes Square Including the Parking Lot for the Gonzales Master Gardener’s Annual Spring Plant Sale on April 9, 2022
- 1.4 Discuss, Consider & Possible Action on **Resolution #2022-12** Authorizing the Mayor to Execute an Agreement for Election Services with Elections Administrator of Gonzales County for the May 7, 2022 General Election
- 1.5 Discuss, Consider Possible Action on **Ordinance #2022-2** Ordering a General Municipal Election to be Held on May 7, 2022, for the Purpose of Electing an Individual to the Office of Mayor
- 1.6 Discuss, Consider & Possible Action on **Resolution #2022-13** Approving the Purchase of a 2022 Freightliner M2106 Cab and Chassis Truck with H.D. Industries, Inc. Pro Patcher Pothole Patcher bed and authorizing the City Manager to execute the financing agreements
- 1.7 Discuss, Consider & Possible Action on **Resolution #2022-14** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League

ACTION: Items 1.1 through 1.6

APPROVED

Council Member O'Neal moved to approve the consent agenda items 1.1 through 1.6; removing agenda item 1.7 for separate consideration. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 1.7 Discuss, Consider & Possible Action on **Resolution #2022-14** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League

ACTION: Items 1.7

APPROVED

Council Member Kridler moved to approve **Resolution #2022-14** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

RESOLUTIONS

- 2.1 Discuss, Consider & Possible Action on **Resolution #2022-15** Authorizing an amendment to the Fiscal and Budgetary Policy Statement for the City of Gonzales

ACTION: Items 2.1

APPROVED

Council Member Koepp moved to approve **Resolution #2022-15** Authorizing an amendment to the Fiscal and Budgetary Policy Statement for the City of Gonzales. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.2 Discuss, Consider & Possible Action on **Resolution #2022-16** Approving a Performance Agreement by and between the City of Gonzales and GEDC Concerning Upgrades to the Gonzales Memorial Museum

ACTION: Items 2.2

APPROVED

Council Member O'Neal moved to approve Resolution #2022-16 Approving a Performance Agreement by and between the City of Gonzales and GEDC Concerning Upgrades to the Gonzales Memorial Museum. Council Member Miller seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.3 Discuss, Consider & Possible Action on **Resolution #2022-17** Accepting the proposals and awarding the contract for the Gonzales Memorial Museum and Amphitheatre Reflecting Pool Recirculating Pump project

ACTION: Items 2.3

APPROVED

Council Member Koepp moved to approve **Resolution #2021-17** Accepting the proposals and awarding the contract for the Gonzales Memorial Museum and Amphitheatre Reflecting Pool Recirculating Pump project. Council Member O'Neal seconded the

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

- 2.4 Discuss, Consider & Possible Action on **Resolution #2022-18** Accepting the donation of a Little Free Library to be used at J.B. Wells Park

ACTION: Items 2.4

APPROVED

Council Member Kridler moved to approve **Resolution #2022-18** Accepting the donation of a Little Free Library to be used at J.B. Wells Park. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.5 Discuss, Consider & Possible Action on **Resolution #2022-19** Approving the TexasEDConnection 2022 Partnership Agreement by and Between the GEDC and Day One Experts, LLC.

ACTION: Items 2.5

APPROVED

Council Member O'Neal moved to approve **Resolution #2022-19** Approving the TexasEDConnection 2022 Partnership Agreement by and Between the GEDC and Day One Experts, LLC. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.6 Discuss, Consider & Possible Action on **Resolution #2022-20** Approving Changes to the Administrative Assistant to President/CEO Job Description Current Position Classifications for Fiscal Year 2021-2022 within the Economic Development Corporation Department

ACTION: Items 2.6

APPROVED

Council Member O'Neal moved to approve **Resolution #2022-20** Approving Changes to the Administrative Assistant to President/CEO Job Description Current Position Classifications for Fiscal Year 2021-2022 within the Economic Development Corporation Department. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

ORDINANCES

- 3.1 Discuss, Consider & Possible Action on **Ordinance #2022-3** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2021 and Ending September 30, 2022; General Fund: \$2,242,163.96 in expenses and \$1,862,678.96 in revenue, Electric Fund: \$40,865.44 in expenses, Water Fund: \$10,367 in expenses, Wastewater Fund: \$228,700 in expenses and Hotel/Motel Fund: \$23,217.15 in expenses

ACTION: Items 3.1

APPROVED

Council Member Kridler moved to approve **Ordinance #2022-3** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2021 and Ending

September 30, 2022; General Fund: \$2,242,163.96 in expenses and \$1,862,678.96 in revenue, Electric Fund: \$40,865.44 in expenses, Water Fund: \$10,367 in expenses, Wastewater Fund: \$228,700 in expenses and Hotel/Motel Fund: \$23,217.15 in expenses. Council Member Koepp seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

PUBLIC HEARING AND ADOPTION OF CHAPTER 14 ZONING ORDINANCE

- 4.1 Conduct a public hearing and consider approval of **Ordinance #2022-4** Amending the Gonzales Code of Ordinances Chapter 14 Zoning, Related to Garage Requirements, Posted Sign Notice, and Zoning Variances

Mayor Kacir opened the Public Hearing.

Ruth Guerra spoke in favor of removing the garage requirements from the Zoning Ordinance.

Mayor Kacir closed the Public Hearing.

Bryce Cox-Planning Consultant briefed the City Council on the several options regarding the amendments to the Zoning Ordinance pertaining to the garage requirements, the removal of the posted sign notice and zoning variance amendments.

ACTION: Items 4.1

APPROVED

Council Member Miller moved to approve **Ordinance #2022-4** Amending the Gonzales Code of Ordinances Chapter 14 Zoning, Removing the Garage requirements and postponing amendments to Posted Sign Notice, and Zoning Variances requirements. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

OTHER BUSINESS

- 5.1 Discuss, Consider and Possible Action regarding policy recommendations from the Roger M. Dreyer Memorial Airport Advisory Board regarding authorizing the use of specific portions of the Roger M. Dreyer Memorial Airport for private or public events if allowed by current grant assurance and hangar lease provision, and setting any terms, conditions, and associated fees as applicable

ACTION: Items 5.1

APPROVED

Council Member O'Neal moved to accept the recommendation from the Roger M. Dreyer Memorial Airport Advisory Board regarding not allowing non-aviation uses to be conducted at the airport. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

STAFF/BOARD REPORTS

- 6.1 Finance Director will provide feedback on any questions regarding:
- Financial Reports for funds as of January 31, 2022
 - Cash & Investment by Fund as of January 31, 2022
 - Quarterly Investment Report ending December 31, 2021
- 6.2 City Manager, Tim Patek will update the City Council on the following:
- Tourism Steering Committee
 - Eggleston House Improvements
 - Certified Public Manager certification
 - Sewer Line camera project
 - Timeline on Capital Improvement Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 7:27 p.m.

CLOSED SESSION

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

- A) Project A
- B) Project B

- (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) Oil and Gas Leases

- (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) Delinquent Hotel Motel Tax Collection
 - A Guerra Enterprise, LLC. dba Holiday Inn Express & Suites

- AR Guerra Holdings, LLC dba Sleep Inn and Suites
-

RETURN TO OPEN SESSION

The Council convened into open session at 7:58 p.m.

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

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-Hog Wild is Friday, July 29, 2022

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Koepp, the meeting was adjourned at 8:01 p.m.

Approved this 10th day of March, 2022.

Connie Kacir, Mayor

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: March 10, 2022

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-21 Authorizing the City Manager to Execute an Agreement with Jay Hilscher DBA Lone Star Relays, LLC. for the Street Closures, Consumption of Alcohol on Public Property and the Recommendation for Funding from the Gonzales Convention and Visitor Bureau in the amount of \$2,500.00 for the Texas Independence Relay on March 25-26, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Texas Independence Relay is a 200-mile journey tracing the route of Sam Houston and the Texan army. The relay begins in historic Gonzales and ends in downtown Houston. There were approximately 2,300 participants and spectators in 2021. Texas Independence Relay desires to enter into an agreement with the City of Gonzales to conduct the relay in 2022.

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

The event request will grant Jay Hilscher DBA Lone Star Relays, LLC the use of the lawn of the Gonzales Memorial Museum and permit the consumption of alcoholic beverages on March 25 for the Texas Independence Relay Packet Pick-Up and closure of the 400 block of Smith Street on March 25 & 26, 2022 for the Texas Independence Relay.

Furthermore, this will approve the recommendation made from the Gonzales Convention and Visitor Bureau to fund the request of \$2,500.00 for advertising for the event. Payment will be made to Jay Hilscher DBA Lone Star Relays, LLC.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

During the budgeting process the City Council approved \$3,000 to be allocated to line item #500-7-811.522 TX Independence Relay.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE RECOMMENDATION OF GONZALES CONVENTION & VISITOR BUREAU FOR THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$2,500.00 TO JAY HILSCHER DBA LONE STAR RELAYS FOR ADVERTISING FOR THE TEXAS INDEPENDENCE RELAY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Convention and Visitor Bureau received an application from The Texas Independence Relay; and,

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

WHEREAS, there were approximately 2,300 participants and spectators in 2021; and,

WHEREAS, in the FY 2021-22 a line-item budget of \$3,000 was included for the Texas Independence Relay; and,

WHEREAS, Texas Tax Code Section 351.001 authorizes the use of Hotel Occupancy Tax for expenses that promote tourism and the convention and hotel industry including advertising and promotional programs that attract tourists to the municipality or its vicinity and the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music; and,

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

WHEREAS, the City Council hereby authorizes street closure at 400 block of Smith Street on March 25, 2022 and March 26, 2022, and the provision of traffic control cones along race route in Gonzales city limits; and,

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby approves the Gonzales Convention and Visitor Bureau's recommendation to fund \$2,500 to the Texas Independence Relay for advertising to be expended in conformance with Texas Tax Code Section 351.001.

Section 2. The City Council of the City of Gonzales hereby authorizes the City Manager to execute the Event Agreement attached hereto as Exhibit A and Liability Waiver as an exhibit to the Event Agreement.

Section 3. The City Council of the City of Gonzales hereby authorizes street closure at 400 block of Smith Street on March 25, 2022 and March 26, 2022, and the provision of traffic control cones along the Relay route within the Gonzales city limits as depicted in the approved Event traffic control plan provided by the Texas Independence Relay.

Section 4. The City Council of the City of Gonzales hereby authorizes the consumption of alcohol at the Texas Independence Relay on property owned by the City of Gonzales as contemplated in the Event Agreement.

Section 5. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 6. Jay Hilscher DBA Lone Star Relays, LLC shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.

Section 7. 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 8. 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 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. 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 11. 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 12. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 10th day of March, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

TEXAS INDEPENDENCE RELAY EVENT AGREEMENT

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

RECITALS

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

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

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

WHEREAS, there were ~2,300 participants and many spectators in 2021; and

WHEREAS, the City and Texas Independence Relay desires to enter into an agreement for the 2022 event to be held March 25 and 26.

I. TERMS

The City of Gonzales shall provide the following:

- 1) \$2,500.00 of Hotel/Motel tax to support promotion of the Relay. Invoices and cancelled checks/credit card receipts for \$2,500 must be submitted by Texas Independence Relay before September 30, 2022, the end of the Fiscal year, providing 10 business days for staff to review, confirm or seek further information from the Texas Independence Relay. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
- 2) Use of the lawn of the Gonzales Memorial Museum for the Friday “Packet Pick-Up” on March 25, 2022. Texas Independence Relay staff will have access to the lawn area beginning at 1:00 p.m. the day of the Packet Pick-Up. The Packet Pick-Up will run from 4:00 pm to 9:30 pm.
- 3) Provide 8 trash cans and one portable light tower at Memorial Museum on Friday, March 25.
- 4) Call from City Hall informing the entire community of the Relay and firing of the cannon using reverse 911. (Robo Call)
- 5) City will contact media to notify community of Relay and firing of cannon.
- 6) Furnish 1 ADA and 8 regular porta potties at starting line and Memorial Museum to be placed in front of the DAR house on Moore Street.
- 7) Furnish 50-100 chairs for the Packet Pick-Up on Friday, March 25, 2022.

- 8) Put up and take down large flag across street at starting line at times agreed upon in meetings prior to the event.
- 9) Street closure at 400 block of Smith Street on March 25, 2022 and March 26, 2022, and provide cones along race route in Gonzales city limits.
- 10) Temporary, yet sufficient electrical service that meets the event's needs, on Smith Street on the Saturday morning of the event.
- 11) Place link on tour Gonzalestx.travel for Texas Independence Relay

Texas Independence Relay shall:

- 1) Provide City with written post event report within 60 days after event
- 2) Provide City with copies of advertisements (or other proof of promotion, such as expos), cancelled checks and invoices in the amount of \$2,500 (or greater, if the Texas Independence Relay desires) before September 30, 2022, for timely reimbursement. Invoices and cancelled checks/credit card receipts must be submitted by Texas Independence Relay, allowing 10 business days for staff to review, confirm or seek further information from the Texas Independence Relay. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
- 3) Pay for 1 uniformed officer (at \$50 per hour, total \$400.00) for cannon security at the Memorial Museum and Smith Street the night before the relay from 10:00 p.m. to 6:00 a.m. (8 hours)
- 4) The undersigned does indemnify and hold harmless the City of Gonzales from and against any and all loss cost (including statutory liability and liability under workers compensation laws) in connection with claims for damages as a result of injury or death to any person or damage to any property sustained by the individual(s) participating in or attending the Texas Independence Relay, using the facilities, or any and all other persons which arise from, or in any manner grow out of, any act or neglect on or about the event facility by the individuals using the facility, participating in or attending the event., guests or invitees.
- 5) Provide Liability Insurance coverage for the event naming the City as an additional insured, in the amount of one million dollars (\$1,000,000) combined for both bodily injury and property damage on a per occurrence or claims basis.
- 6) Require each event participant to execute the Release of Liability attached as Exhibit A or add the City of Gonzales to any existing Release of Liability and provide copies to the City prior to the event.
- 7) Provide a traffic control plan approved by Gonzales Police Chief Crow.

II. GOVERNING LAW

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

III. NON-ASSIGNMENT

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

IV. SEVERABILITY

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

V. RELATIONSHIP OF PARTIES

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

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



Tim Patek, City Manager
City of Gonzales

Dated: _____

Representative
Jay Hilscher DBA Lone Star Relays, LLC.

Dated: _____

GONZALES EVENT INFORMATION SHEET

 <small>COME AND TAKE IT</small>	THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY PROPERTY	 <small>COME AND TAKE IT</small>
EVENT NAME	Texas Independence Relay	
HOST ORGANIZATION	Lone Star Relays	
CONTACT NAME	Jay Hilscher	
CONTACT CELL PHONE	512-716-5041	
EVENT DATE	March 25-26, 2022	
EVENT START TIME	6AM, Saturday, March 26	EVENT END TIME 2PM, Saturday, March 26
EVENT LOCATION	Memorial Museum, 414 Smith Street (Friday get together, TBD)	
HOLIDAY CELEBRATED	Y <input type="checkbox"/> N <input type="checkbox"/>	HOLIDAY: _____
CITY COUNCIL APPROVAL REQUIRED	Y <input type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: _____
<u>POLICE/FIRE/EMS DEPARTMENT</u>		
ATTENDANCE ESTIMATE	About 150 at a time (1,500 in total)	
MUSIC	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	LIVE <input type="checkbox"/> DJ <input checked="" type="checkbox"/>
FOOD	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
ALCOHOL	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	RESPONSIBLE PARTY _____
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input type="checkbox"/>	PARADE <input type="checkbox"/> SHOW <input type="checkbox"/>
PUBLIC OR PRIVATE EVENT	Public	
SECURITY	Y <input type="checkbox"/> N <input type="checkbox"/> TBD	# OFFICERS NEEDED (Call 672-8686 for costs)
<u>ELECTRIC DEPARTMENT</u>		
ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
NUMBER OF OUTLETS NEEDED	3-4	
AMPS/WATTS NEEDED	_____	
TENT	Y <input type="checkbox"/> N <input type="checkbox"/>	SET UP DAY/TIME _____
TENT SIZE:	_____	TAKE DOWN DAY/TIME _____
<u>STREETS DEPARTMENT</u>		
STREETS AFFECTED	Y <input type="checkbox"/> N <input type="checkbox"/>	Smith Street
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Both ends of Smith Street in front of Memorial Museum
CONES NEEDED (max 48)	Y <input type="checkbox"/> N <input type="checkbox"/>	_____
STREETS TO BE CLOSED	Y <input type="checkbox"/> N <input type="checkbox"/>	Smith Street
SET UP TIME	Friday AM - Early Afternoon	
TAKE DOWN TIME	Saturday, Early Afternoon (TBD)... likely 2ish	
<u>COMMUNITY SERVICES DEPARTMENT</u> (Contingent upon availability)		
NUMBER OF CHAIRS @ \$0.50 each	150	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	_____	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	15-ish	(max 50)
NUMBER OF TRASH CANS	15-ish	(max 25)
SET UP TIME	Friday AM, March 25	
TAKE DOWN TIME	Saturday, March 26, 2:30	
<u>FOR INFORMATION CONTACT</u>		
(830) 672-2815- City Hall	Kristina Vega, CITY SECRETARY citysecretary@gonzales.texas.gov	
(830) 672-2813- Fax		

Insurance

Licensee agrees to maintain the type and amounts of insurance required by this agreement. Licensee is solely responsible for providing the required certificates of insurance. The City may terminate the event approval if the licensee fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City Manager or their designee for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

Before the City Council approves this event, the licensee must provide either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance.

The following types and amount of insurance are required:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

Indemnity

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

Notification

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


Jay Hilscher

AUTHORIZED SIGNATURE

RELEASE OF LIABILITY

In consideration of my being allowed to participate in the Texas Independence Relay (“Event”) to be held on March 25 and 26, 2022, I do hereby assume full and complete responsibility for any injury or accident which may occur due to my involvement in the Event, or while I am on the property or premises of the City of Gonzales (“City”), and ***I hereby release and hold harmless the City for any and all injuries and damages that I may sustain*** whether the same be caused by my negligence, the negligence of another participant, or the negligence of the City.

I acknowledge that I am familiar with the risks involved in participating in this Event and that injuries, ***including death***, can occur during participation. I certify that I have read the rules and requirements of each competition featured in the Event and to the best of my knowledge ***I have no physical, mental or medical limitation*** that would prevent my participation in the Event competitions for which I have registered.

Furthermore, I understand and agree that at no time during this Event will I be considered an agent or employee of the City, nor will ***the City's insurance cover any claim for damage or injury that I may sustain during this Event. Any and all claims for damage or injury will be my sole responsibility.***

Name of Participant's Organization (if applicable)

Participant's Printed Name

Participant's Signature

*Parent or Guardian

Date:

****for any minor who participates, the parent or guardian's signature is also required***

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-22 Approving the Agreement for Professional Services by and Between the GEDC and B&P Clearing, LLC, A Texas Limited Liability Company.

DATE: March 10, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At its January 24, 2022, meeting, the Gonzales Economic Development Corporation (GEDC) unanimously approved awarding a bid for to B&P Clearing Services to demolish structures at 2521 Harwood Rd.

The scope of work includes demolition of 5 structures including the main house and mobile home, combing through existing grade, removing all smaller debris, back filling, and leveling construction area, and removing trees where a fence will be built. The contractor will use Frontier Waste for roll off services.

Staff received multiple written bids and B&P Clearing was the lowest bidder. Bids ranged from \$29,280 to \$81,360.

POLICY CONSIDERATIONS:

GEDC is authorized to enter into contracts for Professional Services.

FISCAL IMPACT:

The contract amount is \$29,280. GEDC has funds in the Professional Services line item of the 2021-2022 FY year budget.

ATTACHMENTS:

Professional Services Agreement

STAFF RECOMMENDATIONS:

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

RESOLUTION NO. 2022-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND B&P CLEARING, LLC, A TEXAS LIMITED LIABILITY COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Gonzales, Texas, desires to approve the Agreement for Professional Services by and between the Gonzales Economic Development Corporation and B&P Clearing, LLC, a Texas limited liability company, a copy of which is attached hereto as *Exhibit A* and is incorporated herein for all purposes (hereinafter referred to as the “Agreement”).

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 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 10th day of March, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

STATE OF TEXAS § GONZALES ECONOMIC DEVELOPMENT CORPORATION
 § AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF GONZALES §

This Agreement for Professional Services (hereinafter referred to as the “Agreement”) is made by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation located in the City of Gonzales, Gonzales County, Texas (hereinafter referred to as the “GEDC”), and **B&P CLEARING, LLC**, a Texas limited liability company (hereinafter referred to as the “Professional”) (individually, each a “Party” and collectively, “Parties”), acting by and through the Parties’ authorized representatives.

RECITALS:

WHEREAS, GEDC desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services for the GEDC by clearing and removing certain structures located on land owned by the GEDC (hereinafter referred to as the “Project”) in accordance with the terms and conditions set forth in this Agreement.

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

Article I
Employment of Professional

Professional will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of Professional’s profession, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Professional is representing this it has special expertise in one or more areas to be utilized in the performance of this Agreement, then Professional agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

Article II
Term

2.1 The term of this Agreement shall begin on the last date of execution hereof by all parties hereto (the “Effective Date”) and shall continue until completion of the services provided by Professional to GEDC under this Agreement.

2.2 Professional may terminate this Agreement by giving thirty (30) days prior written notice to GEDC. In the event of such termination by Professional, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination.

2.3 GEDC may terminate this Agreement by giving ten (10) days prior written notice to Professional. In the event of such termination by GEDC, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination. Upon receipt of such notice from GEDC, Professional shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement.

Article III **Scope of Services**

3.1 Professional shall perform the services specifically set forth in ***Exhibit A***, attached hereto and incorporated herein by reference, entitled “Scope of Services.” In case of conflict with the language of ***Exhibit A*** and the provisions of this Agreement, the provisions of this Agreement shall control.

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

3.3 Schematic Design Documents, Design Development Documents, Contract Documents, Drawings, Plans, Specifications and other documents, including those in electronic form, prepared by Professional and its consultants, agents, representatives, and/or employees in connection with the Project (“Project Documents”) are intended for the use and benefit of GEDC. Professional and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project Documents. Notwithstanding the foregoing, GEDC shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project Documents, whether in draft form or final form, which are produced at GEDC’s request and in furtherance of this Agreement or for the Project. GEDC shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, GEDC consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of GEDC. Professional shall, upon completion of the services provided under this Agreement, or upon earlier termination of this Agreement, provide GEDC with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement, and shall provide same in electronic format if requested by GEDC. Any re-use of the Project Documents by the GEDC on any other project not contemplated or included under this Agreement shall be at the GEDC’s sole risk, without liability to Professional.

Article IV **Schedule of Work**

4.1 Professional agrees to commence services upon written direction from GEDC and to complete the tasks set forth in ***Exhibit A***, Scope of Services, in accordance with a work schedule established by GEDC (the “Schedule”), which is attached hereto and incorporated as ***Exhibit A***.

4.2 In the event Professional’s performance of this Agreement is delayed or interfered with by acts of GEDC or others, Professional may request an extension of time for the performance of same as hereinafter provided, and GEDC shall determine whether to authorize any increase in fee or price, or to authorize damages or additional compensation as a consequence of such delays, within a reasonable time after receipt of Professional’s request.

4.3 No allowance of any extension of time, for any cause whatsoever, shall be claimed or made by Professional, unless Professional shall have made written request upon GEDC for such extension not later than five (5) business days after the occurrence of the cause serving as the basis for such extension request, and unless GEDC and Professional have agreed in writing upon the allowance of such additional time.

Article V **Compensation and Method of Payment**

5.1 GEDC shall pay Professional for the services specifically as set forth in ***Exhibit A*** by payment of a fee not to exceed **Twenty-Nine Thousand Two Hundred Eighty and No/100 Dollars (\$29,280.00)**.

5.2 Each month Professional shall submit to GEDC an invoice supporting the amount for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount, and a running total balance for the Project to date.

5.3 Within thirty (30) days of receipt of each such monthly invoice, GEDC shall make monthly payments in the amount shown by Professional’s approved monthly invoice and other documentation submitted.

5.4 Professional shall be solely responsible for the payment of all costs and expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet, e-mail, and postage charges, except as set forth in ***Exhibit A***.

5.5 Nothing contained in this Agreement shall require GEDC to pay for any services that is unsatisfactory as determined by GEDC or which is not performed in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which GEDC may have if Professional is in default, including the right to bring legal action for damages or for specific performance of

this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

Article VI

Devotion of Time, Personnel, and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. GEDC reserves the right to revise or expand the scope of services after due approval by GEDC as GEDC may deem necessary, but in such event GEDC shall pay Professional compensation for such services at mutually agreed upon charges or rates, and within the time schedule prescribed by GEDC, and without decreasing the effectiveness of the performance of services required under this Agreement. In any event, when Professional is directed to revise or expand the scope of services under this Agreement, Professional shall provide GEDC a written proposal for the entire costs involved in performing such additional services. Prior to Professional undertaking any revised or expanded services as directed by GEDC under this Agreement, GEDC must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

6.2 It is expressly understood and agreed to by Professional that any compensation not specified in this Agreement may require approval by the GEDC's Board of Directors and may be subject to current budget year limitations.

6.3 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.4 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII

Relationship of Parties

7.1 It is understood and agreed by and between the Parties that in satisfying the conditions and requirements of this Agreement, Professional is acting as an independent contractor, and GEDC assumes no responsibility or liability to any third party in connection with the services provided by Professional under this Agreement. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent, servant, representative, or employee of GEDC. Professional shall supervise the performance of its services and shall be entitled to control the manner, means and methods by which Professional's services are to be performed, subject to the terms of this Agreement. As such, GEDC shall not train Professional, require Professional to complete regular oral or written

reports, require Professional to devote his full-time services to GEDC, or dictate Professional's sequence of work or location at which Professional performs Professional's work, except as may be set forth in ***Exhibit A***.

7.2 Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans, and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the Project Documents and other services provided under this Agreement. Neither GEDC's review, approval, nor acceptance of, nor payment for any of, the services provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement, and Professional shall be and remain liable to GEDC in accordance with applicable law for all damages to GEDC caused by Professional's negligent performance of any of the services furnished under this Agreement.

Article VIII **Insurance**

8.1 Before commencing work, Professional shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas and acceptable to GEDC. Professional shall furnish to the GEDC certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Gonzales Economic Development Corporation
Attention: Jennifer Kolbe, Executive Director
820 Saint Joseph Street
Gonzales, Texas 78629

- A. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- B. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: 1) by accident, \$100,000 each accident, and 2) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- C. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

- D. Professional Liability Insurance to provide coverage against any claim which the Professional and all professionals engaged or employed by the Professional become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by GEDC.

8.2 With reference to the foregoing required insurance, Professional shall endorse applicable insurance policies as follows:

- A. A waiver of subrogation in favor of GEDC, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
- B. The GEDC, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
- C. All insurance policies shall be endorsed to the effect that GEDC will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

8.3 All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

Article IX

Right to Inspect Records

9.1 Professional agrees that GEDC shall have access to and the right to examine any directly pertinent books, documents, papers and records of Professional involving transactions relating to this Agreement. Professional agrees that GEDC shall have access during normal working hours to all necessary Professional facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. GEDC shall give Professional reasonable advance notice of intended audits.

9.2 Professional further agrees to include in subcontract(s), if any, a provision that any subcontractor agrees that GEDC shall have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further, that GEDC shall have access during normal working hours to all such subcontractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section. GEDC shall give any such subcontractor reasonable advance notice of intended audits.

Article X

Miscellaneous

10.1 Entire Agreement. This Agreement and any and all exhibits attached hereto constitutes the sole and only agreement between the Parties and supersedes any prior or contemporaneous understandings, written agreements or oral agreements between the Parties with respect to the subject matter of this Agreement.

10.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

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

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

10.5 Governing Law and Exclusive Venue. The laws of the State of Texas shall govern this Agreement, and exclusive venue for any legal action concerning this Agreement shall be in a District Court with appropriate jurisdiction in Gonzales County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

10.8 Survival of Covenants and Terms. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination, including, but not limited to, Section 3.3, Article X, and, in particular, Sections 10.13 and 10.14.

10.9 Recitals. The recitals to this Agreement are incorporated herein.

10.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified

below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for GEDC:

Gonzales Economic Development Corporation
820 Saint Joseph Street
Gonzales, Texas 78629

Attn: Jennifer Kolbe, Executive Director
Telephone: (830) 672-2815 ext. 1600

If intended for Professional:

B&P Clearing, LLC
4922 CR 228
Gonzales, Texas 78629

Attn: _____
Telephone: (830) 480-1786

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

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

10.13 Professional's Liability. Acceptance of the Project Documents by GEDC shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by GEDC for any defect in the Project Documents or other documents and work prepared by Professional, its employees, associates, agents or sub-consultants.

10.14 Indemnification. **PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS GEDC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS,**

AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OF THE GEDC). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST GEDC IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM GEDC, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO GEDC. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN THIS SECTION IS LIMITED BY, AND TO BE READ AS BEING IN COMPLIANCE WITH, THE INDEMNITY SPECIFIED IN § 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT

10.15 Conflicts of Interests. Professional represents that no official or employee of GEDC has any direct or indirect pecuniary interest in this Agreement. Any misrepresentation by Professional under this section shall be grounds for termination of this Agreement and shall be grounds for recovery of any loss, cost, expense or damage incurred by GEDC as a result of such misrepresentation.

10.16 Default. If at any time during the term of this Agreement, Professional shall fail to commence the services in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the services or fail to perform any of Professional's obligations under this Agreement, then GEDC shall have the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement. Any such act by GEDC shall not be deemed a waiver of any other right or remedy of GEDC. If after exercising any such remedy due to Professional's nonperformance under this Agreement, the cost to GEDC to complete the services to be performed under this Agreement is in excess of that part of the contract sum which as not theretofore been paid to Professional hereunder, Professional shall be liable for and shall reimburse GEDC for such excess costs.

10.17 Confidential Information. Professional hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of Professional's obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Professional shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for Professional's own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning the GEDC, its affiliates and subsidiaries, and all oral and written information concerning GEDC or its

activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilations, studies or other documents, whether prepared by Professional or others, which contain or otherwise reflect such information. The term “Confidential Information” shall not include such information that is or becomes generally available to the public other than as a result of disclosure to Professional or is required to be disclosed by a governmental authority under applicable law.

10.18 Remedies. No right or remedy granted or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10.19 No Third-Party Beneficiary. For purposes of this Agreement, including the intended operation and effect of this Agreement, the Parties specifically agree and contract that: (1) this Agreement only affects matters between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with GEDC or Professional or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either GEDC or Professional.

[The Remainder of this Page Intentionally Left Blank]

EXECUTED this _____ day of _____, 2022.

GEDC:

**GONZALES ECONOMIC DEVELOPMENT
CORPORATION**

A Texas non-profit corporation

By: _____
Andy Rodriguez, President

EXECUTED this _____ day of _____, 2022.

PROFESSIONAL:

B&P CLEARING, LLC,

A Texas limited liability company,

By: _____
Name: _____
Title: _____

Exhibit A

[Scope of Services and Schedule]

Date	Description	Qty	Rate	Amount
10/25/2021	Services/LTotal Demolish of Structure (Main House) with concrete removal	1	5,800.00	5,800.00T
10/25/2021	Services/LTotal Demolish of Structure (Middle Shed) with concrete removal	1	3,850.00	3,850.00T
10/25/2021	Services/LTotal Demolish of Structure (Back Shed) with concrete	1	3,850.00	3,850.00T
10/25/2021	Services/LTotal Demolish of Trailer with haul off	1	2,500.00	2,500.00T
10/25/2021	Resurface Comb through existing grade, removing all smaller debris and backfilling and leveling construction area.	3	255.00	765.00T
10/25/2021	Services/LFrontier Disposal- 40 yard roll off Estimating dumpsters.	7	745.00	5,215.00T
10/25/2021	Millage/FuTraveling with equipment	1	500.00	500.00T
10/25/2021	Services/LUp Rooting 2 trees that are in the way for fence line, 3 palm tress with haul off. Trees will need to be cut up with chainsaw for haul off.	5	1,360.00	6,800.00T
SubTotal:				\$29,280.00
Tax:				\$0.00
Total:				\$29,280.00

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: March 10, 2022

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-23 Authorizing Gonzales Main Street's Use of Independence Square including the Parking Lot, Designated Street Closures, Closure of the Brickyard Area at Independence Park, and Sale and Consumption of Alcoholic Beverages for the Annual Main Street Concert Series and Star-Spangled Spectacular on June 4th, 11th, 18th, 25th and July 4, 2022.

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street, Inc. is preparing for the annual Main Street Concert Series and Star-Spangled Spectacular event on June 4th, 11th, 18th, 25th, and July 4, 2022. They are requesting the use of Independence Square including the parking lot on St. Joseph, St. Paul, and St George Streets, closure of St George Street from St. Joseph Street to St. Paul Street, closure of the Brickyard area at Independence Park on July 4th for the purpose of staging a firework show and public safety, and sale and consumption of alcoholic beverages on June 4th, 11th, 18th, 25th and July 4, 2022. They intend to block off the Independence Square at 6:30 A.M. on June 4th, 11th, 18th, 25th and July 4th and will remove barricades by 11 P.M. The brickyard area at Independence Park will be closed at 7:00 A.M. until 11:00 P.M July 4th. The June events are from 10 A.M. until 10 P.M and July 4th from 2 P.M. to 10 P.M.

POLICY CONSIDERATIONS:

The City of Gonzales approved the Service Agreement with Main Street in March of 2018. Within this agreement are five approved events, one of which is the Summer Concert Series during the month of June and on the 4th of July.

The approval of these events will permit the sale and consumption of alcohol on public property belonging to the City as authorized by Section 8.602 of the City of Gonzales Code of Ordinances.

FISCAL IMPACT:

The Tourism Department budgeted \$20,000.00 within line item 7-811.415 Main Street within the 2021-2022 Fiscal Year Budget. These moneys have been budgeted to assist Main Street in their efforts to revitalize and promote the downtown area and to assist with advertising and securing entertainment for the Summer Concert Series. Gonzales Main Street, Inc. will also solicit donations for promotion of the event as well to cover costs.

STAFF RECOMMENDATION:

Staff respectfully requests the approval of this resolution.

RESOLUTION NO. 2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET USE OF THE INDEPENDENCE SQUARE INCLUDING THE PARKING LOT, DESIGNATED STREET CLOSURES, CLOSURE OF THE BRICKYARD AREA AT INDEPENDENCE PARK, AND SALE AND CONSUMPTION OF ALOCHOLIC BEVERAGES FOR THE ANNUAL MAIN STREET CONCERT SERIES AND STAR-SPANGLED SPECTACULAR ON JUNE 4th, 11th, 18th, 25th AND JULY 4, 2021 AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Annual Main Street Concert Series and Star-Spangled Spectacular is listed within the service agreement between the City of Gonzales and Gonzales Main Street, Inc.; and,

WHEREAS, Gonzales Main Street requests the use of the Independence Square including the parking lot for the Annual Main Street Concert Series on June 4th, 11th, 18th, 25th and Star-Spangled Spectacular July 4, 2022; and,

WHEREAS, the square will be blocked off at 6:30 A.M. with the June concerts beginning at 10:00 A.M. July 4th concert beginning at 2 P.M., and

WHEREAS, the events will end at 10:00 P.M. on Saturday with take down to be completed by 11:00 P.M.; and

WHEREAS, St. George Street from St. Joseph Street to St. Paul Street will be blocked off from 10 A.M. to 11:00 PM Saturdays of the event; and

WHEREAS, the brickyard area at Independence Park will be closed beginning at 7:00 A.M. on July 4, 2022 for staging a firework show and public safety; and

WHEREAS, a variance was approved for the sale and consumption of alcoholic beverages at the events; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Gonzales Main Street's use of the Independence Square including the parking lot; designated street closures; closure of the Brickyard Area at Independence Park; and sale and consumption of alcoholic beverages for the Annual Main Street Concert Series and Star-Spangled Spectacular on June 4th, 11th, 18th, 25th and July 4, 2022 as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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



PASSED AND APPROVED this 10th day of March, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET

 COME AND TAKE IT	THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY PROPERTY	 COME AND TAKE IT
EVENT NAME	<u>Gonzales Main Street Concert Series & Star Spangled Spectacular</u>	
HOST ORGANIZATION	<u>Gonzales Main Street, Inc.</u>	
CONTACT NAME	<u>Main Street Manager</u>	
CONTACT CELL PHONE	<u>830-672-2815</u>	
EVENT DATE	<u>Saturday, June 4, 11, 18, 25 & July 4, 2022</u>	
EVENT START TIME <u>10:00 A.M.</u>	EVENT END TIME <u>10:00 P.M.</u>	
EVENT LOCATION	<u>Independence Square</u>	
HOLIDAY CELEBRATED	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	HOLIDAY: _____
CITY COUNCIL APPROVAL REQUIRED	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	MEETING DATE: <u>March 10, 2022</u>
<u>POLICE/FIRE/EMS DEPARTMENT</u>		
ATTENDANCE ESTIMATE	<u>500-1,000</u>	
MUSIC	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	LIVE <u>X</u> DJ <u>X</u>
FOOD	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	
ALCOHOL	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	RESPONSIBLE PARTY <u>Unknown at this time</u>
MOTORIZED VEHICLES	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	PARADE _____ SHOW <u>X</u>
PUBLIC OR PRIVATE EVENT	<u>Public</u>	
SECURITY	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	# OFFICERS NEEDED <u>(Call 672-8686 for costs)</u>
<u>ELECTRIC DEPARTMENT</u>		
ADDITIONAL LIGHTING	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	
NUMBER OF OUTLETS NEEDED	<u>Request that all electrical outlets on Independence Square be in working order</u>	
AMPS/WATTS NEEDED	_____	
TENT <u>Y</u> <u>X</u> <u>N</u> <u>X</u>	SET UP DAY/TIME	_____
TENT SIZE: _____	TAKE DOWN DAY/TIME	_____
<u>STREETS DEPARTMENT</u>		
STREETS AFFECTED	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	<u>A sufficient amount of barricades will be</u>
BARRICADES NEEDED (max 12)	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	<u>needed to block off requested streets to close</u>
CONES NEEDED (max 48)	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	<u>the square on event dates.</u>
STREETS TO BE CLOSED	<u>Y</u> <u>X</u> <u>N</u> <u>X</u>	_____
SET UP TIME	<u>6:30 A.M.</u>	
TAKE DOWN TIME	<u>11:00 P.M.</u>	
<u>COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)</u>		
NUMBER OF CHAIRS @ \$0.50 each	<u>All available from the City</u>	<u>(max 500)</u>
NO. OF ROUND TABLES @ \$2.00 each	_____	<u>(max 15)</u>
NO. OF 8 FOOT TABLES @ \$2.00 each	_____	<u>(max 50)</u>
NUMBER OF TRASH CANS	<u>All available from the City</u>	<u>(max 25)</u>
SET UP TIME	_____	
TAKE DOWN TIME	_____	
FOR INFORMATION CONTACT	<u>Kristina Vega, CITY SECRETARY</u>	
(830) 672-2815- City Hall	<u>citysecretary@gonzales.texas.gov</u>	
(830) 672-2813- Fax	_____	

Insurance

Licensee agrees to maintain the type and amounts of insurance required by this agreement. Licensee is solely responsible for providing the required certificates of insurance. The City may terminate the event approval if the licensee fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City Manager or their designee for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

Before the City Council approves this event, the licensee must provide either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance.

The following types and amount of insurance are required:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

Indemnity

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

Notification

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

Kristina Vega

AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-24 Authorizing Gonzales Main Street's Use of Independence Square including the Parking Lot, Designated Street Closures, and Sale and Consumption of Alcoholic Beverages for the Cinco de Mayo & Trade Days Event on May 7, 2022

DATE: March 10, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street, Inc. has discussed during their advisory board meetings the need to increase events in the downtown area and would like permission to hold a Cinco de Mayo and Trade Day event on the Independence Square. They would like to hold this event on Saturday, May 7, 2022. They are requesting the use of Independence Square including the parking lot on St. Joseph, St. Paul, and St George Streets, closure of St George Street from St. Joseph Street to St. Paul Street and sale and consumption of alcoholic beverages on May 7, 2022. They intend to block off the Independence Square at 6:30 A.M. on May 7, 2022 and will remove barricades by 11 P.M. The June event will be from 2 P.M. until 10 P.M. Times are subject to minor change based on the need and as planning continues. If substantial changes are needed an updated event sheet will be presented to City Council for consideration. The board wished for City Council's permission before donations for the event were solicited.

POLICY CONSIDERATIONS:

The approval of these events will permit the sale and consumption of alcohol on public property belonging to the City as authorized by Section 8.602 of the City of Gonzales Code of Ordinances.

FISCAL IMPACT:

The total fiscal impact is unknown at this time, however Gonzales Main Street, Inc. will solicit donations for promotion of the event and to cover costs.

STAFF RECOMMENDATION:

Staff respectfully requests the approval of this resolution.

RESOLUTION NO. 2022-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET'S USE OF INDEPENDENCE SQUARE INCLUDING THE PARKING LOT, DESIGNATED STREET CLOSURES, AND SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE CINCO DE MAYO & TRADE DAYS EVENT ON MAY 7, 2022; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gonzales Main Street requests the use of the Independence Square including the parking lot for the Cinco de Mayo & Trade Day Event on May 7, 2022; and,

WHEREAS, the square will be blocked off at 6:30 A.M. with the event beginning at 2:00 P.M.;and

WHEREAS, the event will end at 10:00 P.M. on Saturday with take down to be completed by 11:00 P.M.; and

WHEREAS, St. George Street from St. Joseph Street to St. Paul Street will be blocked off from 10 A.M. to 11:00 PM Saturdays of the event; and

WHEREAS, a variance was approved for the sale and consumption of alcoholic beverages at the event; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby Authorizing Gonzales Main Street's Use of Independence Square including the Parking Lot, Designated Street Closures, and Sale and Consumption of Alcoholic Beverages for the Cinco de Mayo & Trade Days Event on May 7, 2022 as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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





PASSED AND APPROVED this 10th day of March, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET

  <small>COME AND TAKE IT</small>	THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY PROPERTY	  <small>COME AND TAKE IT</small>
EVENT NAME	Cinco de Mayo & Trade Days Event	
HOST ORGANIZATION	Gonzales Main Street, Inc.	
CONTACT NAME	Main Street Director	
CONTACT CELL PHONE	830-672-2815	
EVENT DATE	Saturday, May 7, 2022	
EVENT START TIME 2:00 P.M.	EVENT END TIME 10:00 P.M.	
EVENT LOCATION	Independence Square	
HOLIDAY CELEBRATED	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	HOLIDAY: Cinco de Mayo
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: March 10, 2022
<u>POLICE/FIRE/EMS DEPARTMENT</u>		
ATTENDANCE ESTIMATE	300-500	
MUSIC	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	LIVE <input checked="" type="checkbox"/> DJ <input checked="" type="checkbox"/>
FOOD	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
ALCOHOL	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	RESPONSIBLE PARTY Unknown at this time
MOTORIZED VEHICLES	Y <input type="checkbox"/> X <input checked="" type="checkbox"/> N <input type="checkbox"/>	PARADE <input type="checkbox"/> SHOW <input type="checkbox"/>
PUBLIC OR PRIVATE EVENT	Public	
SECURITY	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	# OFFICERS NEEDED (Call 672-8686 for costs)
<u>ELECTRIC DEPARTMENT</u>		
ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
NUMBER OF OUTLETS NEEDED	Ensure all outlets work on the square	
AMPS/WATTS NEEDED		
TENT Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	SET UP DAY/TIME	6:30 A.M.
TENT SIZE:	TAKE DOWN DAY/TIME	11:00 P.M.
<u>STREETS DEPARTMENT</u>		
STREETS AFFECTED	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
	SET UP TIME	6:30 A.M.
	TAKE DOWN TIME	11:00 P.M.
<u>COMMUNITY SERVICES DEPARTMENT</u> (Contingent upon availability)		
NUMBER OF CHAIRS @ \$0.50 each	All available	(max 500)
NO. OF ROUND TABLES @ \$2.00 each		(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each		(max 50)
NUMBER OF TRASH CANS	All available	(max 25)
	SET UP TIME	
	TAKE DOWN TIME	
<u>FOR INFORMATION CONTACT</u>		
(830) 672-2815- City Hall	Kristina Vega, CITY SECRETARY citysecretary@gonzales.texas.gov	
(830) 672-2813- Fax		

Insurance

Licensee agrees to maintain the type and amounts of insurance required by this agreement. Licensee is solely responsible for providing the required certificates of insurance. The City may terminate the event approval if the licensee fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City Manager or their designee for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

Before the City Council approves this event, the licensee must provide either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance.

The following types and amount of insurance are required:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

Indemnity

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

Notification

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

Kristina Vega

AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-25 Accepting the Bids and Awarding the Contract for the 15-Inch Wastewater Line Project Phase 2 to M&C Fonseca Construction, Inc.

DATE: March 10, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City has received sealed bids for the 15-Inch Wastewater Line Project Phase 2. These plans include the replacement of approximately 1,822 linear feet of 15-inch wastewater line, the replacement of approximately 914 linear feet of 6-inch wastewater line. Also includes installation of new services, manholes and trench repair.

As funds are available, the city should consider reconstructing and maintaining streets in order to provide safe transportation conditions for the public.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

This Agenda Item will expend \$825,961.00 as the base contract amount and up to an additional \$30,000.00 is requested as contingency for unforeseen issues during construction for a total amount up to \$855,961.00. This project will be funded by the 2021 ARPA Funds, of which \$933,285.78 has been received.

ATTACHMENTS:

Bid tabulation

STAFF RECOMMENDATION:

Staff respectfully recommends the contract be awarded to M&C Fonseca Construction, Inc. in the amount of \$825,961.00 for construction of the 15-Inch Wastewater Line Project Phase 2, with a contingency allowance up to \$30,000.00 for unforeseen issues during construction.

RESOLUTION NO. 2022-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE BIDS AND AWARDING THE CONTRACT FOR THE 15-INCH WASTEWATER LINE PROJECT PHASE 2 TO M&C FONSECA CONSTRUCTION, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Plan for Fiscal Year Budget 2020,2021 include the 15-Inch Wastewater Line Project Phase 2 to be competitively bid as per Chapter 252 of the Local Government Code; and,

WHEREAS, the advertisements for the Bids were published in the newspaper for three consecutive weeks beginning February 10, 2022; and,

WHEREAS, the bids were due to be received by the City of Gonzales on March 3, 2022 at 2:00 p.m.; and,

WHEREAS, competitive bids were received from M&C Fonseca Construction Co., Inc. and R Construction Civil, LLC by the due date published; and,

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

WHEREAS, the City Engineer evaluated the competitive bids and recommends awarding the contract to M&C Fonseca Construction, Inc. who is the lowest responsible bidder with a base bid amount of \$825,961.00 and an additional contingency of \$30,000, for a total amount up to \$855,961.00; and,

WHEREAS, the City Council finds that entering into an agreement for the 15-Inch Wastewater Line Project Phase 2 is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby awards the contract for the 15-Inch Wastewater Project Phase 2 to M&C Fonseca Construction, Inc. and authorizes the City Manager to execute the agreement.

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of March, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

BID TABULATION - Base Bid Sheet

CITY OF GONZALES

PROJECT NAME: [1171-070] 15-Inch Wastewater Line Replacement Phase 2

PROJECT MANAGER: Marland Mercer

PRE-BID CONFERENCE DATE &
TIME: N/A

BID DATE & TIME:
Thursday, March 3, 2022 at 2:00PM

PROJECT CONSULTANT: **J. KEITH SCHAUER, P.E.,
DOUCET & ASSOCIATES, INC.**

BID OPENING LOCATION: Gonzales City Hall, 820 Saint Joseph Street, Gonzales, Texas 78629

	BIDDER / FIRM NAME	2015 WATER AND WASTEWATER PROJECT Base Bid	Bid Bond	
1	M&C Fonseca Construction, Inc.	\$1,059,491.00	X	
2	R Construction	1,618,070.00	X	
3				
4				
5				
6				
7				
8				
9				

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-26 Authorizing the purchase of a Phase 1-Shade Structure Building for the Police Department

DATE: March 10, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

This project is a budgeted project which has \$36,500 in the line item. Due to increased cost, we are asking to break the project into two phases. This phase would be to cover a majority of the police units in the parking lot of the police department. Phase 1 would provide covering for the 12 units parked in the most critical area of the parking lot.

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. Purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtain through any interlocal purchasing authority or cooperative. The pricing for this purchase was obtained through a Buy Board Purchasing Program which assists local governments in reducing costs through this government-to government service available nationwide.

FISCAL IMPACT:

This project was budgeted in the amount of \$36,500.00 within the 2021-2022 Fiscal Year. The total expenditure for the project is \$33,635.00 which will be for Phase 1 of the project due to the increase cost of materials. It has been verified with the Finance Department the availability of these funds in Account # 100-7-501.603. The Buy Board Contract number is 592-19.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution

RESOLUTION NO. 2022-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS
AUTHORIZING THE PURCHASE OF A PHASE 1-SHADE STRUCTURE BUILDING
FOR THE POLICE DEPARTMENT; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Police Department is in need of shade structure to protect city assets from the elements; and,

WHEREAS, as set forth in the City's Fiscal and Budgetary Policy, all City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas. Purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtain through any interlocal purchasing authority or cooperative.; and,

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

WHEREAS, this project was budgeted in the amount of \$36,500.00 within the 2021-2022 Fiscal Year, with the total expenditure being \$33,635.00; and,

WHEREAS, it has been verified with the Finance Department the availability of these funds in Account # 100-7-501.603 Police Department Structures. The Buy Board Contract number is 692-19; and,

WHEREAS, the City Council hereby finds that the purchase Phase 1-Shade Structure Building for the Police Department is in the best interest of the health, safety and welfare of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the purchase of a Phase 1-Shade Structure Building for the Police Department in the amount of \$33,635.00.

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 10th day of March 2022.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

ShadePro L.L.C

8690 FM 306
New Braunfels TX 78132
210-651-1041 Phone
Cell 210.687.6764



Proposal

Date: February 28, 2022
Quote good for 45 days.

Billing Address:

Company:	Gonzales Police Department
Contact:	Chief Tim Crow
Address:	718 St. Paul
City/State/Zip:	San Antonio, TX 78629
Phone:	830-672-8686
Mobile Phone:	
E-mail:	tcrow@gonzales.texas.gov

Installation Address:

Company:	Gonzales Police Department
Contact:	Chief Tim Crow
Address:	718 St. Paul
City/State/Zip:	San Antonio, TX 78629
Phone:	830-672-8686
Mobile Phone:	
E-mail:	tcrow@gonzales.texas.gov

Qty	Size	Hgt	Structure Type	Style	Netting	P/C Color	Unit Price	Total
3	18' x 40'	9'	Single Post Cantilever	Hip	TBD	TBD	\$ 10,880.00	\$ 32,640.00
			Interlocking Covering					
			120' & 12 Units					

Includes Delivery & Installation

Texas Stamped Engineer Drawings \$995.00 ea.(Included)

\$ 995.00

Sub Total

\$ 33,635.00

Sales Tax

Exempt

Total

\$ 33,635.00

Amount Due Now

--

Upon Completion

--

BuyBoard Contract #592-19

Method of Payment

☐ Check Number: _____ Amount Collected: _____

☐ Credit Card Number: _____ Exp Date: _____

Name on Card: _____ Security Code: _____

When a check is provided as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Privacy Act Statement required by 5 U.S.C. 552a(e)(3) as governed by the rules of the NACHA. If you wish to opt out of check conversion notify on this document and return with payment.

Dennis Maloney 210.687.6764

ShadePro Representative

February 28, 2022

Date



Accepted By

Date

ShadePro

Permanent Shade Structures

ShadePro, L.L.C., 8690 FM 306 New Braunfels TX 78132 (the "company") hereby agrees as follows:

1. **Service.** The company will provide freight, labor, and materials to the property located at the installation address in accordance to the terms and conditions of this agreement.
2. **Warranty.** During the term of the warranty, the Company will provide service to the customer when deemed necessary, provided that the Customer's account with the Company is current and/or paid in full. The limited warranty stated in this section is given in lieu of any other guarantee or warranty, whether expressed or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.
3. **Terms.** The parties agree that the initial term of this agreement will be a 75% deposit upon signing of the contract, with the remaining balance due upon completion of installation. Purchase orders must be approved by the ShadePro corporate office. Maximum terms on approved purchase orders shall not exceed 30 days. Invoices 30 days past due will be charged interest of 1.5 % per month. All sales are final. No refunds or returns.
4. **Access to property.** Customer hereby grants the Company's service technicians and installation crew's access to the property for the purpose of a complete installation. If the customer is unavailable to provide an installer access to the property at any certain time, the customer must notify the company upon signing of the contract.
5. **Disclaimers and Limitation of Liability.** The company will not be responsible for (1) any past, present, or future damage to the property not caused by a Company Representative (2) damage to underground wiring-unless the Company has been given by the customer plans locating all underground wiring and have been previously marked by the customer. It is the customer's responsibility to contact 811, call before you dig services 48 hours prior to installation.
6. **Manufacturer's Warranty.** Warranty will be validated upon final payment of the invoice. Failure to pay final balance due will result in the warranty being voided. Warranty covers Shade netting failure due to Ultraviolet deterioration, and faulty workmanship for a period of ten years. Not covered are rips and tears caused by means other than faulty workmanship. Shade netting is not warranted against contact with chemicals, caustic materials, open flames or any other heat source. ShadePro is not responsible for errors or damage in installation or modification by non ShadePro approved installers and the warranty will become void. The warranty will become void if installed on frames other than those manufactured by ShadePro. Steel frames and cables are covered for a period of twenty years against failure due to corrosion or faulty workmanship. ShadePro does not warranty against surface rust, however the frame is guaranteed not to fail due to corrosion or rust on the frame, fittings or cable. Powder coating is warranted for one year.
7. **Adverse weather conditions and natural disasters.** Shade Structures are warranted not to fail in winds up to 90 miles per hour. The warranty does not cover natural disasters such as earthquakes, blizzards, shifts of terrain, or tornados in general vicinity. The installation warranty will be considered void if a ShadePro product is installed within the boundaries of a flood plane or failure due to saturated terrain or floods. If the structure is installed in an area exposed to hurricanes, remove shade netting and roof structure when a hurricane warning is issued. The fixed posts will normally withstand hurricane force winds if installed by a ShadePro trained installer.
8. **Permits.** Quoted price does not include the cost of permits. It is the customer's responsibility to obtain and pay for all permits. Required drawings will be an additional expense.
9. **Product Liability.** The company is not responsible for injuries or accidents on, near, or around installed products during and after the installation. Be cautious around the construction site during the installation , keep children and pets away from area under construction at all times.

I have read, understood, and agree to all of the terms listed above.

SIGN X _____ Date _____

PRINT NAME & TITLE _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-27 Accepting or Rejecting the Bids Received for the Eggleston House Roof Replacement and Structural Repairs Project and if rejected authorizing staff to readvertise the project

DATE: March 10, 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.

This is the second time to post this RFP and it was posted on January 17, 2022, with proposals due on February 17, 2022, at 2:00 P.M. The City of Gonzales received two (2) responses to the RFP, with a proposal of \$150,394.00 from Hodges Construction Services, and a 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). City of Gonzales is applying for a LCRA grant in the amount of \$50,000 (Awarded in April 2022). Hodges Construction Services bid is \$150,394.00. If the DAR grant and the LCRA grant is awarded there would be a difference of \$40,394.00 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. 2022-27

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 AUTHORIZING STAFF TO READVERTISE THE PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, this 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 January 20, 2022; and

WHEREAS, the proposals were due to be received by the City of Gonzales on February 17, 2022 at 2:00 p.m.; and

WHEREAS, two proposals were received from Hodges Construction Services in the amount of \$150,394.00 and 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

WHEREAS, the DAR is applying for a grant in the amount of \$10,000 (Awarded in Spring 2022). City of Gonzales is applying for a LCRA grant in the amount of \$50,000 (Awarded in April 2022), and if the DAR grant and the LCRA grant is awarded there would be a difference of \$40,394.00; 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 Eggleston House 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 10th day of March, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

Bid Evaluation and Summary

Roof Replacement & Structural Repairs City of Gonzales – Eggleston House

BIDDERS CONTACTED

A & A CONSTRUCTORS, INC.

4401 North Main Street
Victoria, Texas 77904
361 575 7070

ABOVE FLOOR FINISH

17083 La Canterra Terrace
San Antonio, Texas 78256
979 574 6123

ABSHER CONSTRUCTION

367 CR 412
Yoakum, Texas 77995
361 798 6707

BEAVER CONSTRUCTION

52523 E. State Hwy 97
Gonzales, Texas 78629
830 857 5791

COLLIER CONSTRUCTION, INC.

1601 Hwy 290 W
Brenham, Texas 77833
979 836 4477

D. L. BANDY CONSTRUCTORS, INC.

P. O. Box 1529
San Marcos, Texas 78667
512 754 6661

DRYMALLA CONSTRUCTION CO.

608 Harbert
Columbus, Texas 78934
979 732 5731

GAEKE CONSTRUCTION CO.

2910 East Austin
Giddings, Texas 78942
979 542 2943

HODGES CONSTRUCTION SERVICES

217 Main Street
Smithville, Texas 78957
512 914 8477

HUBAND-MANTOR CONSTRUCTION, INC.

43000 IH-10 West
Boerne, Texas 78006
830 816 5477

K & T CONSTRUCTION CO., INC.

903 N. John Stockbauer Drive
Victoria, Texas 77901
361 576 1244

KARDOSZ, INC.

111 East Wallace Street
Gonzales, Texas 78629
830 857 1355

BIDDERS CONTACTED – (continued)

KELCO CONSTRUCTION COMPANY

3680 CR 228
Gonzales, Texas 78629
830 857 3847

LAUGER COMPANIES, INC.

36 Enterprise Drive
Victoria, Texas 77905
361 576 0003

MIDDLEMAN CONSTRUCTION COMPANY

9631 McCullough Avenue
San Antonio, Texas 78216
210 342 6322

POLASEK CONSTRUCTION

101 W. 1st Street
El Camp, Texas 77437
979 543 9708

RIVER CITY ROOFING & SHEET METAL

605 St. Matthew
Gonzales, Texas 78629
830 743 1061

RYCARS CONSTRUCTION, LLC

316 W. 12th Street, 6th Floor
Austin, Texas 78701
512 650 0212

SEIDEL CONSTRUCTION LLC

1285 Industrial Drive, Suite 101
New Braunfels, Texas 78130
830 643 1778

SULLIVAN CONTRACTING SERVICES

2299 Rudeloff Road
Seguin, Texas 78155
830 372 3812

T & F CONSTRUCTION CO.

220 Friesenhahn Lane
New Braunfels, Texas 78132
830 625 1984

THE KOEHLER CO.

1404 North Camp Street
Seguin, Texas 78155
830 303 6256

WEAVER & JACOBS CONSTRUCTORS INC.

301 Cooperative Way
Cuero, Texas 77954
361 277 9300

BID PROPOSALS SUBMITTED

HODGES CONSTRUCTION SERVICES

217 Main Street
Smithville, Texas 78957
512 914 8477

RYCARS CONSTRUCTION, LLC

316 W. 12th Street, 6th Floor
Austin, Texas 78701
512 650 0212

BID TABULATIONS

Calculation of Base Bid Only

General Contractor	Base Bid Proposal	Days
Hodges Construction Services	\$ 150,394.00	90
RYCARS Construction, LLC	\$ 153,500.00	120

RECOMMENDATION

**Considering the evaluation based on the criteria and
requirements outlined by the bid documents
we recommend...**

Hodges Construction Services

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-28 Authorizing the Mayor to Execute an Agreement with Gonzales County Emergency Services District No. 2. For Fire Services

DATE: March 10, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

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

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

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution

RESOLUTION NO. 2022-28

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

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

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

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

WHEREAS, the City of Gonzales finds entering into an agreement with the ESD #2 for fire service would be in the best interest of the City and its citizens and will further promote the Public Health, Safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Mayor to execute an agreement with the Gonzales County Emergency Services District No. 2 for Fire Service as attached as Exhibit "A".

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of March, 2022.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

STATE OF TEXAS §
 §
COUNTY OF GONZALES §

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

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

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

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

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

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

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

1. CONSIDERATION

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

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

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

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

2. TERMS

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

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

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

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

3. PAYMENTS

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

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

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

4. REPORTING REQUIREMENTS

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

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

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

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

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

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

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

5. MUTUAL AID

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

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

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

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

6. STATEMENT OF PARTICULARS

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

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

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

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

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

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

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

with unsafe driving records or criminal histories which may affect the perception of the Service Provider or the District or otherwise endanger the life, health, safety, or property of residents or visitors in the District.

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

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

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

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

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

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

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

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

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

6.15.1 Workers Compensation for all paid employees and volunteer members;

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

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

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

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

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

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

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

7. PERFORMANCE STATEMENT

Service Provider shall:

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

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

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

7.4 Provide adequately equipped and operational emergency vehicles, equipment, and personnel to respond to each emergency call that requires a Code 3 (emergency lights and sirens response) with the goal of an average response time for an emergency vehicle owned or used by the Service Provider of not more than 15 minutes, or as appropriate under the circumstances, and such average response times shall be measured from the time of initial dispatch until the first appropriate unit marks arrival on scene. The average response time is calculated over a period of one month by dividing the sum of incident response times by the total number of incidents.

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

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

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

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

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

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

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

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

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

7.14 Operate under the National Incident Management System.

7.15 Require the a member of the governing body or Fire Chief, or other appropriate command staff, of the Service Provider to attend the District's monthly Regular Meeting.

8. DISSOLUTION OR TERMINATION

Although equipment purchased with funds from the District may be used by the Service Provider and/or titled in the Service Provider's name, for the consideration mentioned above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed for all purposes by the Service Provider, and regardless of any language to the contrary herein, the Service Provider agrees to immediately transfer to the District all assets of the District, whether real or personal, tangible or intangible, upon the dissolution of the Service Provider, or the termination of this Agreement purchased with District Funds. The Service Provider shall amend its applicable documents or instruments to allow for the execution of this section and the agreements contained herein. This provision shall survive the termination of this Agreement, and the District shall be entitled to all attorney's fees, costs, and expenses related to the enforcement of this provision against the Service Provider, whether outside litigation, and

whether at law or in equity. Title to funds disbursed to the Service Provider by the District shall remain in the District and to any real or personal property purchased therewith. The Service Provider hereby grants and designates the District and its officers or representatives as its attorney-in-fact to execute any documents or take any actions necessary to provide for the execution of this section. This is a right coupled with an interest, and is irrevocable. This section shall survive termination of this Agreement.

9. INDEMNIFICATION

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

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

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

8.4 In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or

in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. It is agreed between the parties that any out-of-pocket deductible paid by the Service Provider as a result of claims related to the provision of the Fire and EMS Services hereunder shall be borne equally between the Service Provider and the District. The Service Provider may pay any such deductibles and invoice the District for same, which invoice shall be due within thirty (30) days after receipt by the District. The parties agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

10. BREACH AND TERMINATION

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

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

11. MISCELLANEOUS PROVISIONS:

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

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

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

11.4 This Agreement shall become effective as of October 1, 2021 and shall remain in full force and effect from the date of execution through September 30, 2022. In the event that this Agreement is not renewed at the end of its term as stated herein, this Agreement shall remain in full force and effect after such expiration of this Agreement and shall be automatically renewed thereafter on a month-to-month basis until a new agreement is reached between the District and the Service Provider or the Agreement is otherwise terminated by either party hereto. A party desiring to terminate this Agreement will give a ninety (90) day written notice to the other party, unless one of the parties is in violation of any provisions of this Agreement and the party desiring to terminate this Agreement desires to terminate for cause, in which event the Agreement may be terminated upon a thirty (30) day written notice. If this Agreement has become a month-to-month agreement as set forth above, this Agreement may be terminated upon thirty (30) days written notice. Any written notice required herein shall be mailed to the other party's last known mailing address via U.S. certified mail, postage prepaid and return receipt requested; and the date of receipt shall be deemed the date of the postmark.

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

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

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

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

11.9 Pursuant to § 775.040, *et seq.*, Texas Health & Safety Code, the District and the Service Provider are specifically authorized to charge a reasonable fee for emergency services performed for or on behalf of a person or entity, including a fee for responding to a false alarm or for a fire code inspection, and such fees may be collected as set forth therein, either by the District or the Service Provider, and at the rates and under the conditions as may be agreed to from time-to-time by the parties hereto. It is agreed for the purposes of this Section that any

funds received by the Service Provider or otherwise under this Section shall be and remain the property of the District for use as the District determines in its annual budget process, and, to the extent permitted by law, it is the current intent of the District to utilize these funds, if any, for the acquisition of capital items or appropriation to the District's contingency funds.

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

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

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

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

11.14 The District's legal representation is provided by and through Burns Anderson Jury & Brenner, L.L.P., and Burns Anderson Jury & Brenner, L.L.P. does not, has not, and will not, during the term of this Agreement, represent the Service Provider at any time and the Service Provider hereby acknowledges this fact for all purposes. While Burns Anderson Jury & Brenner, L.L.P. may communicate with the Service Provider on behalf of the District or its interests during the term of this Agreement, the Service Provider acknowledges that such communication does not and will not constitute in any way representation of the Service Provider. The District recommends the Department have an attorney of its choice review this Agreement prior to execution or for any other purposes it may determine necessary, now or in the future.

This Agreement is executed and signed on this _____ day of January 2022 to be effective as of the dates noted above.

GONZALES COUNTY EMERGENCY
SERVICES DISTRICT NO. 2

CITY OF GONZALES, TEXAS

By: _____
Gilbert Philippus,
President

By: _____
Connie L. Kacir,
Mayor

ATTEST:

Jason Whiddon, Secretary-Treasurer

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-29 Authorizing the Use of Independence Square Including the Parking Lot for the Gonzo Graveler cycling event on April 23, 2022

DATE: March 10, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The event requestor has done gravel road cycling events similar to this in several communities around Central Texas for the past 5 years. The closest event to Gonzales is in Leesville, TX with the Leesville Cemetery Association. The proposed event can be capped at 200 participants if needed, but first year events at a new location are usually about 150 participants. The participants are encourage to patronize local hotels, gas stations, and other businesses while in the area.

They intend on having 3 distances of riders start together from Independence Square, and the group could be assembled in the parking lot of the square. All distances would begin together at 9am travelling about 10mph, leaving the square and follow the outlined route to get across Hwy 90. Once across 90, riders would select their own pace and ride their chosen distance route on the gravel roads to the north and east of Gonzales. Riders typically return in small groups of 1-5 riders, not in large groups. All riders are instructed to obey all traffic laws once released from the group roll-out.

As part of registration, riders would be provided one food and one drink ticket to redeem at the conclusion of their ride. The event organizer Brett Kinsey would like to work with a Gonzales community group such as FFA, 4H, or the High School culinary group for food as a fundraiser. Typically, they offer a single beer, non-alcoholic beer, or soda as the drink redeemed for the drink ticket.

They would like to set up 2 10'x10' canopies on Independence Square with a small PA system for music and announcements. No additional structures needed. Riders typically begin arriving at 7:30am for packet pick-up. The event organizer can work with the city to provide riders with parking diagrams to ensure participants only park in allotted areas, so that normal business is not negatively impacted. They can work with the Gonzales City Police to determine a suitable finish line location on St Lawrence St. They ask all riders to pick the appropriate distance to return by 2:30pm, and all event materials can be packed away by 3:30pm. The event organizer will provide a recycling bin for aluminum cans, and would like to utilize trash cans in the square to ensure the area is clean on departure.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The fiscal impact to the city would be the labor cost for city staff to pick up the trash the Monday after the event concludes; however, the event organizer would be providing their own recycle receptacles which would drastically reduce any additional waste from the event. They would be providing their own cones as necessary to block off any of the parking lot.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE USE OF INDEPENDENCE SQUARE INCLUDING THE PARKING LOT FOR THE GONZO GRAVELER CYCLING EVENT ON APRIL 23, 2022; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Capital City Racing would like the use of Independence Square including the parking lot for the Gonzo Graveler cycling event; and,

WHEREAS, the event will be held from 9:00 a.m. until 2:30 p.m. on April 23, 2022 and will have an approximate attendance of 150-200 people; and,

WHEREAS, arrival and set up for the event will be 7:00 p.m. on Saturday, April 23, 2022 with take down at 3:30 p.m. after the event concludes; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the use of Independence Square including the parking lot for the Gonzo Graveler cycling event on April 23, 2022 as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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

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





PASSED AND APPROVED this 10th day of March, 2022.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET

  <small>COME AND TAKE IT</small>	THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY PROPERTY						  <small>AND TAKE IT</small>
EVENT NAME	Gonzo Graveler _____						
HOST ORGANIZATION	Capital City Racing _____						
CONTACT NAME	Brett Kinsey _____						
CONTACT CELL PHONE	512-461-2541 _____						
EVENT DATE	April 23, 2022 _____						
EVENT START TIME ____9:00am_____		EVENT END TIME ____2:30pm_____					
EVENT LOCATION	Independence Square	_____					
HOLIDAY CELEBRATED		Y ____ N ____ x ____	HOLIDAY: _____				
CITY COUNCIL APPROVAL REQUIRED		Y ____ N ____	MEETING DATE: _____				
	POLICE/FIRE/EMS DEPARTMENT						
ATTENDANCE ESTIMATE		__150_____					
MUSIC		Y ____ x ____ N ____	LIV I				
FOOD		Y ____ x ____ N ____					
ALCOHOL		Y ____ x ____ N ____	RESPONSIBLE PARTY _____				
MOTORIZED VEHICLES		Y ____ N ____ x ____	PARADE ____ SHOW ____				
PUBLIC OR PRIVATE EVENT		__Public_____					
SECURITY		Y ____ N ____ x ____			DED _(Call 672-8686 for		

		ELECTRIC DEPARTMENT						
ADDITIONAL LIGHTING		Y____ N__x__						
NUMBER OF OUTLETS NEEDED		__0_____						
AMPS/WATTS NEEDED		_____						
TENT	Y__x__ N_____	SET UP DAY/TIME		__7:00am_____				
TENT SIZE:	10'x10'	TAKE DOWN DAY/TIME		__2:30pm_____				
		STREETS DEPARTMENT						
STREETS AFFECTED		Y__x__ N_____		__Temporary-during rollout _____				
BARRICADES NEEDED (max 12)		Y____ N__x__		_____				
CONES NEEDED (max 48)		Y____ N__x__		_____				
STREETS TO BE CLOSED		Y____ N__x__		_____				
	SET UP TIME	__7am_____						
	TAKE DOWN TIME	__2:30pm_____						
		COMMUNITY SERVICES DEPARTMENT		(Contingent upon availability)				
NUMBER OF CHAIRS @ \$0.50 each		_____				(max 500)		
NO. OF ROUND TABLES @ \$2.00 each		_____				(max 15)		
NO. OF 8 FOOT TABLES @ \$2.00 each		_____				(max 50)		
NUMBER OF TRASH CANS		_____				(max 25)		
	SET UP TIME	_____						
	TAKE DOWN TIME	_____						
FOR INFORMATION CONTACT		Kristina Vega, CITY SECRETARY						
(830) 672-2815- City Hall		citysecretary@gonzales.texas.gov						

(830) 672-2813- Fax							

Insurance

Licensee agrees to maintain the type and amounts of insurance required by this agreement. Licensee is solely responsible for providing the required certificates of insurance. The City may terminate the event approval if the licensee fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City Manager or their designee for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

Before the City Council approves this event, the licensee must provide either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance.

The following types and amount of insurance are required:

Type Amount

Comprehensive General Liability including, \$250,000 per person
but not limited to: \$500,000 per occurrence for bodily injury; and • Premises/Operations \$100,000 per
occurrence for property damage • Contractual Liability
(Insuring above indemnity)

Indemnity

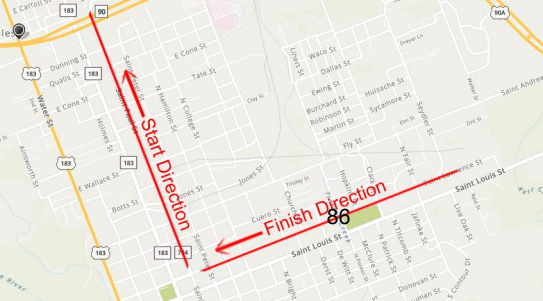
The undersigned does indemnify and hold harmless the City of Gonzales from and against any and all loss, cost (including statutory liability and liability under workers compensation laws) in connection with claims for damages as a result of injury or death to any person or damage to any property sustained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

Notification

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

_Brett Kinsey_____

AUTHORIZED SIGNATURE



Start Direction

Finish Direction

86

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-30 Authorizing the Gonzales County Veterans Memorial Association to construct a Veteran's Memorial on City property located at the corner of Moore & St. Lawrence and approving the City's Financial Contribution to the project

DATE: March 10, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Veterans Memorial Association has been in place collecting funds since 2012 to construct a Veterans Memorial at the corner of St. Lawrence and Moore Street next to the DAR house which is City property. As early as October 2012 Mr. Larry Mercer has been in contact with City Officials regarding the permission and placement of the Memorial on City property once all of the funds were raised. Throughout the years Mr. Mercer has provided updates to City Council regarding their progress. It has now been brought back to the forefront for discussion and permission from the City Council. The Gonzales County Veterans Memorial Association is organized as a 501 (c)3. The most recent cost that was provided to them was the attached proposal and the company said that the quote is good through at least April 14th, except for an additional cost of \$500.00 for the increase in rebar. They have collected funds for the project just shy of the cost that is noted in the amount of \$16k but will solicit donors once council approves the project. The cost to the City will be to get the electric and water to the location and the monthly cost that the city will pay for utilities once the project is complete. The proposed picture of the Memorial is the most recent sketch of the project. The walls that will include the bricks is similar in nature to the Uvalde wall pic also attached and will be 10 feet long, 2 feet wide and approximately 8 feet tall with the bricks sold in memorial to individuals that have served in military. The organization would like the city to accept and maintain the property on and around once it is completed and the replacement of the flags and any additional stones purchased would be handled by the organization (not the city).

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The approximate total cost to the Association for this project is just over \$201k. The approximate cost for the city to: extend the electricity to the location is \$1,900.00 in labor, equipment and materials; and water service is \$1,600.00 in labor, equipment and materials. The

annual utilities would run approximately \$1,200.00 to \$2,400.00 depending on actual consumption. A utility account comparable was difficult to determine since the City does not have an account that is similar in nature.

ATTACHMENTS

Previous depiction of Memorial

New sketch of Memorial

Photos of Uvalde wall to be used as a visual example

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE GONZALES COUNTY VETERANS MEMORIAL ASSOCIATION TO CONSTRUCT A VETERAN'S MEMORIAL ON CITY PROPERTY LOCATED AT THE CORNER OF MOORE & ST. LAWRENCE AND APPROVING THE CITY'S FINANCIAL CONTRIBUTION TO THE PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The Veterans Memorial Association has been in place collecting funds since 2012 to construct a Veteran's Memorial at the corner of St. Lawrence and Moore Street next to the DAR house which is City property; and,

WHEREAS, as early as October 2012 Mr. Larry Mercer has been in contact with City Officials regarding the permission and placement of the Memorial on City property once all of the funds were raised; and,

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

WHEREAS, this project was estimated to cost the Gonzales County Veteran's Memorial Association approximately \$201k to construct the memorial; and,

WHEREAS, the approximate cost for the city to extend the electricity to the location is \$1,900.00 in labor, equipment and materials; and water service is \$1,600.00 in labor, equipment and materials; and,

WHEREAS, the City Council hereby finds that the authorizing the Gonzales County Veterans Memorial Association to construct a Veteran's Memorial on city property located at the corner of Moore and St. Lawrence and authorizing the city's financial contribution to the project serves a public purpose and is in the best interest of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizing the Gonzales County Veterans Memorial Association to construct a Veteran's Memorial on city property located at the corner of Moore & St. Lawrence and approving the city's financial contribution to the project.

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of March 2022.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary



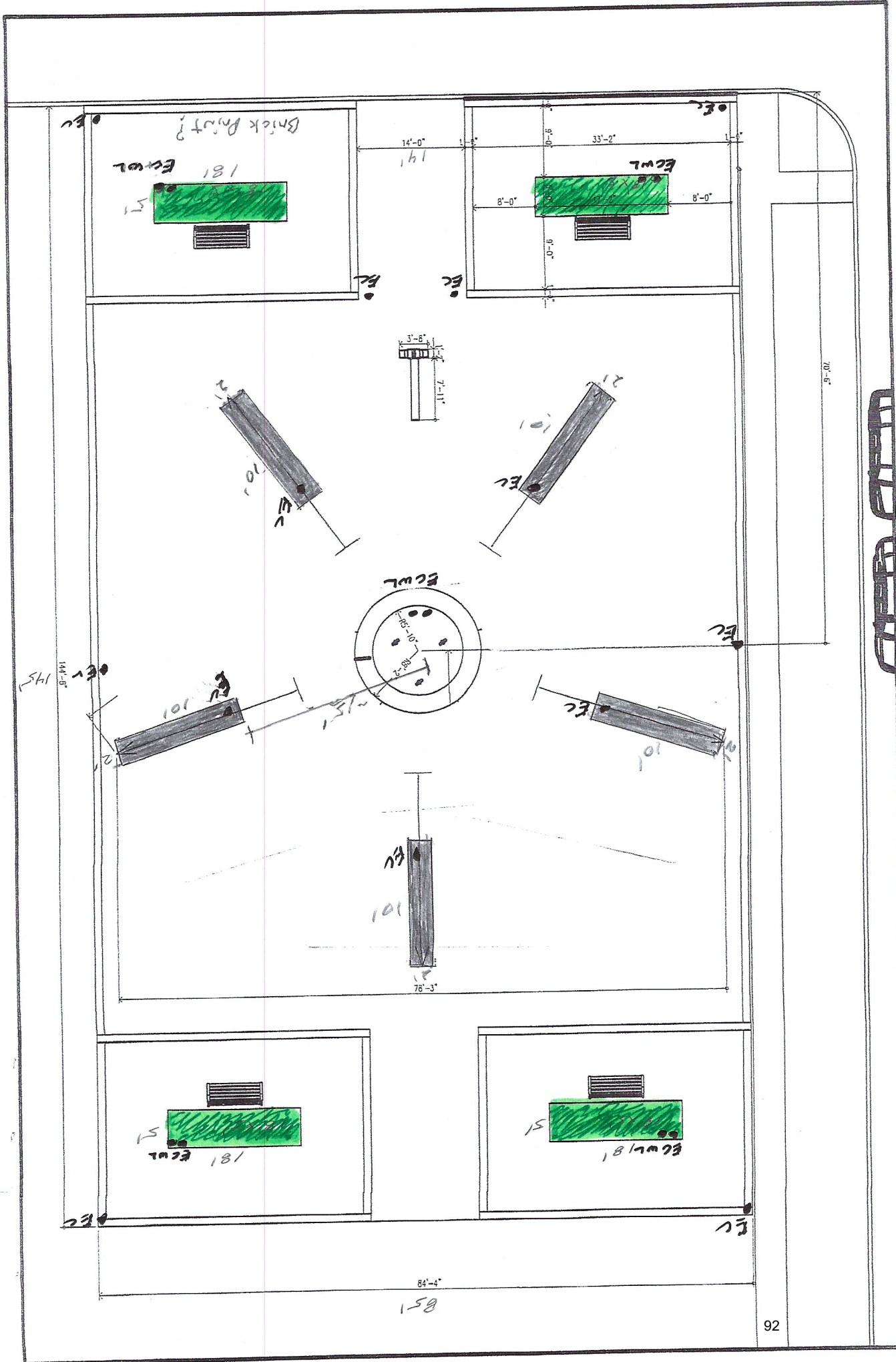
■ **CONCEPTUAL DESIGN**
 Gonzales County Veterans Memorial

September 2012



War Memorial
 Scale $\frac{1}{8}" = 1'-0"$
 $145' \times 85' = 12,325 \text{ sq ft}$
 Mem walls = $10' \times 2' \text{ w} \times 8' \text{ h}$

Flag wall = $6' \text{ ID} \times 1' \text{ w} \times 11' 8" \text{ h}$







COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2022-4 Closing and Abandoning to the abutting property owner, Portions of certain unimproved streets lying within the municipal boundaries

DATE: March 10, 2022

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City of Gonzales, Texas, a home rule municipality, has among its real property interests certain unopened public streets located within property that is within the municipal boundaries and for which the City has no known use or purpose.

Pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley.

Pursuant to Section 272.001 (b) and (c) the City is not required to solicit bids or otherwise establish a fair market value for streets they choose to close and sell to abutting landowners.

POLICY CONSIDERATIONS:

The Charter of the City of Gonzales provides that the city shall have all powers granted to municipalities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers. The Charter prohibits the sale of public squares and avenues. The subject unopened street is not on a square or avenue.

FISCAL IMPACT:

Positive fiscal impact to be realized upon the close and sale of unopened city streets demonstrating fiscal responsibility of policy makers.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council take the action deemed appropriate.

ORDINANCE NO. 2022-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, CLOSING AND ABANDONING TO THE ABUTTING PROPERTY OWNERS A PORTION OF A CERTAIN UNIMPROVED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REAL PROPERTY CONTRACT; AND ESTABLISHING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Gonzales, Texas, a home rule municipality, has among its real property interests certain unopened public streets located within property that is within the municipal boundaries and has no known use or purpose; and,

WHEREAS, Section 2.01 of the Charter of the City of Gonzales prohibits the sale of public squares and avenues; however the Street has not been identified as a public square or avenue; and,

WHEREAS, the Street found within the property described in the attached **Exhibit A** from the Official Public Records of Gonzales County (hereinafter the "Street") is an unimproved street; and,

WHEREAS, pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley; and,

WHEREAS, pursuant to Section 272.001 (b) and (c) the City is not required to solicit bids or otherwise establish a fair market value for streets they choose to close and sell to abutting landowners; and,

WHEREAS, no detriment or hazard to the City of Gonzales or its citizens has been found; and,

WHEREAS, the Charter of the City of Gonzales provides that the city shall have all powers granted to municipalities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers.

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

Section 1. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. That the City Council finds that such closure and abandonment as requested will cause no harm or injury to the City of Gonzales or its citizens.

Section 3. That the City Council finds that the property is not part of a public square or avenue for the purposes of Section 2.01 of the Gonzales City Charter.

Section 3. That pursuant to the authority provided to the City by Section 311.007 of the Texas Transportation Code and Section 272.001(b)(2) of the Texas Local Government Code, City Council hereby closes and abandons to the abutting owners the Street as described in **Exhibit A**.

Section 4. That the City Manager is authorized to execute the real property contract for the sale of the abandoned streets attached hereto as **Exhibit B**, an appropriate deed, retaining all mineral rights and interest in the property to be conveyed, and other instruments reasonably necessary to complete the closure and conveyance; provided that the release of the abandoned street is apportioned to the abutting owners as required in Section 272.001(b)(2) of the Texas Local Government Code.

Section 5. That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

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

Section 7. This Ordinance shall be effective upon the approval and recordation of a deed and survey evidencing the closed and abandoned public streets described herein.

PASSED AND APPROVED this 10th day of March, 2022

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXHIBIT A
DESCRIPTION OF LAND CONTAINING STREET TO BE VACATED

EXHIBIT B
REAL ESTATE SALES CONTRACT

S22-001 STREET

Being all that certain tract of 0.024 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of an unopened city street lying between Lot No. 16, Range No. 3 and Lot No. 16, Range No. 2, in the Original Outer Town of Gonzales, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 5/8 inch iron rod marked GFSS found 0.1 foot above ground at the intersection of the east line of said unopened city street and the west line of said Range No. 3, with the east right of way of Farm to Market Road No. 794, the same being at a west corner of a tract of land described in Warranty Deed dated April 19, 2010, executed by Ruby Marie Kapavik to Henry Charles Schmidt, III, recorded in Volume 1020, Page 670, of the Official Records of Gonzales County, for the north corner of this tract or parcel of land hereby intended to be described;

THENCE South 21° 22' 02" East 65.10 feet along the east line of said unopened city street and the west line of said Range No. 3 and said Schmidt tract, to a 5/8 inch iron rod set at the southwest corner of said Schmidt tract and at the northwest corner of a 1.75 acre tract of land described in General Warranty Deed dated May 29, 2015, executed by Anita Kapavik Dement, et al., to Timothy E. Moran and Danielle Rachal Moran, recorded in Volume 1202, Page 651, of the Official Records of Gonzales County, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE entering said unopened city street, South 83° 07' 08" West 33.26 feet to a 5/8 inch iron rod marked Burchard found 0.6 foot above ground in the east right of way of said Farm to Market Road No. 794, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 08° 11' 34" East 65.28 feet along the east right of way of said Farm to Market Road No. 794, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S22-001, dated January 28, 2022.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.

SETH M. FULLILOVE

REGISTERED PROFESSIONAL

LAND SURVEYOR NO. 6397



LOT NO. 16
RANGE NO. 3
EAST OF WATER STREET
ORIGINAL OUTER TOWN OF GONZALES
WITHIN THE CORPORATE CITY LIMITS OF GONZALES
GONZALES COUNTY, TEXAS

LEGEND

These standard symbols will be found in the drawing.

- 5/8 INCH IRON ROD FOUND
- 5/8 INCH IRON ROD SET WITH RED PLASTIC CAP MARKED GONZALES FIRST SHOT SURV
- ⊙ WATER METER
- X — FENCE
- E - E — ELECTRIC LINE
- T — TRANSMISSION LINE

BEARING BASIS GPS GRID NORTH

PLAT: SHOWING ALL THAT CERTAIN TRACT OF 2.709 ACRES OF LAND, MORE OR LESS, LYING AND BEING SITUATED IN GONZALES COUNTY, TEXAS, BEING PART OF LOT NO. 16, RANGE NO. 3, EAST OF WATER STREET, AND PART OF AN UNOPENED CITY STREET IN THE ORIGINAL OUTER TOWN OF GONZALES.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE, 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 IMPROVEMENTS, EASEMENTS OR APPARENT RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON, SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397

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

FARM TO MARKET ROAD NO. 794

0.024 AC.
PART OF
UNOPENED
CITY STREET

TIMOTHY E. MORAN
DANIELLE RACHAL MORAN
1.75 AC.
1202/651 O.R.

BENITO CAMARILLO
JUANITA CAMARILLO
ONE AC.
927/89 O.R.

ABIGAIL M. CASARES
3.80 AC.
991/662 O.R.

(+2,BURCHARD)

CLPK PROPERTIES, LLC
0.50 AC.
1155/264 O.R.

(0,BURCHARD)

CLPK PROPERTIES, LLC
16.682 AC.
1138/764 O.R.

LINE	BEARING	DISTANCE
L1	S 21°22'02" E	65.10'
L2	S 83°07'08" W	33.26'
L3	N 08°11'34" E	65.28'
L4	S 08°16'34" E	20.64'

SURVEY PLAT Prepared BY
GONZALES FIRST SHOT
SURVEYING, L.L.C.
409 ST. GEORGE STREET
GONZALES, TEXAS 78629
830 672-6585 FIRM # 10172000
gonzalessurvey@gmail.com

Scale: 1"=50'	Date: 01/28/22	LT: 11*17
Drawn:	Checked:	Job: S22-001



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

UNIMPROVED PROPERTY CONTRACT **NOTICE: Not For Use For Condominium Transactions**



1. PARTIES: The parties to this contract are City Of Gonzales (Seller) and Henry Charles Schmidt III (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, See attached Exhibit A (Survey Description) _____ Addition, City of Gonzales, County of Gonzales, Texas, known as 2502 Harwood Rd in Gonzales, TX 78629 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$168.00
- B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum\$0
- C. Sales Price (Sum of A and B)\$168.00

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:



- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Old Republic Title - 830.608.1551, as escrow agent, at 290 South Castell Ave in New Braunfels, TX 78130 (address): \$50.00 as earnest money and \$none as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$none to escrow agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within none days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Old Republic Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☒ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

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within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

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- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales

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agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

Henry Schmidt is a LTREA _____.

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before 03/16/2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

The buyer will pay all closing cost for this transaction.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ none to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

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and Seller _____

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- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
 - B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

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and Seller _____



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21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: P.O. Box 1621 in Gonzales, TX 78629

To Seller at: _____

Phone: 830-263-0600

Phone: _____

E-mail/Fax: henry@schmidtlandsales.com

E-mail/Fax: _____

E-mail/Fax: erin@schmidttranchesandrealty.com

E-mail/Fax: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☒ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

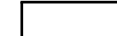
E-mail: _____

E-mail: _____

Initialed for identification by Buyer



and Seller



EXECUTED the _____ day of February _____, 20²² (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Henry Schmidt, III

dotloop verified
02/08/22 12:42 PM
CST
55UC-NE9Y-AISX-IYLF

Buyer

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-15. This form replaces TREC NO. 9-14.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____	Listing Broker Firm _____ License No. _____
represents <input type="checkbox"/> Buyer only as Buyer's agent	represents <input type="checkbox"/> Seller and Buyer as an intermediary
<input type="checkbox"/> Seller as Listing Broker's subagent	<input type="checkbox"/> Seller only as Seller's agent

Associate's Name _____ License No. _____	Listing Associate's Name _____ License No. _____
--	--

Team Name _____	Team Name _____
-----------------	-----------------

Associate's Email Address _____ Phone _____	Listing Associate's Email Address _____ Phone _____
---	---

Licensed Supervisor of Associate _____ License No. _____	Licensed Supervisor of Listing Associate _____ License No. _____
--	--

Other Broker's Address _____ Phone _____	Listing Broker's Office Address _____ Phone _____
--	---

City _____	State _____	Zip _____	City _____	State _____	Zip _____
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Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-18-14



ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

See attached Exhibit A (Survey Description)
(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. *Subject to Section C below*, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
- ☒ (1) Seller reserves all of the Mineral Estate owned by Seller.
- ☐ (2) Seller reserves an undivided _____ interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.*
- C. Seller ☐ does ☒ does *not* reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. *NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.*
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contact information of any existing mineral lessee known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS FORM CAREFULLY.

Henry Schmidt, III
dotloop verified
02/08/22 12:43 PM CST
ZLRZ-ME1W-ANIV-ZPM2

Buyer

Seller

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-2. This form replaces TREC No. 44-1.

S22-001 STREET

Being all that certain tract of 0.024 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of an unopened city street lying between Lot No. 16, Range No. 3 and Lot No. 16, Range No. 2, in the Original Outer Town of Gonzales, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 5/8 inch iron rod marked GFSS found 0.1 foot above ground at the intersection of the east line of said unopened city street and the west line of said Range No. 3, with the east right of way of Farm to Market Road No. 794, the same being at a west corner of a tract of land described in Warranty Deed dated April 19, 2010, executed by Ruby Marie Kapavik to Henry Charles Schmidt, III, recorded in Volume 1020, Page 670, of the Official Records of Gonzales County, for the north corner of this tract or parcel of land hereby intended to be described;

THENCE South 21° 22' 02" East 65.10 feet along the east line of said unopened city street and the west line of said Range No. 3 and said Schmidt tract, to a 5/8 inch iron rod set at the southwest corner of said Schmidt tract and at the northwest corner of a 1.75 acre tract of land described in General Warranty Deed dated May 29, 2015, executed by Anita Kapavik Dement, et al., to Timothy E. Moran and Danielle Rachal Moran, recorded in Volume 1202, Page 651, of the Official Records of Gonzales County, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE entering said unopened city street, South 83° 07' 08" West 33.26 feet to a 5/8 inch iron rod marked Burchard found 0.6 foot above ground in the east right of way of said Farm to Market Road No. 794, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 08° 11' 34" East 65.28 feet along the east right of way of said Farm to Market Road No. 794, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S22-001, dated January 28, 2022.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.

SETH M. FULLILOVE

REGISTERED PROFESSIONAL

LAND SURVEYOR NO. 6397



LOT NO. 16
RANGE NO. 3
EAST OF WATER STREET
ORIGINAL OUTER TOWN OF GONZALES
WITHIN THE CORPORATE CITY LIMITS OF GONZALES
GONZALES COUNTY, TEXAS

LEGEND

These standard symbols will be found in the drawing.

- 5/8 INCH IRON ROD FOUND
- 5/8 INCH IRON ROD SET WITH RED PLASTIC CAP MARKED GONZALES FIRST SHOT SURV
- ⊙ WATER METER
- X — FENCE
- E - E — ELECTRIC LINE
- T — TRANSMISSION LINE

BEARING BASIS GPS GRID NORTH

PLAT: SHOWING ALL THAT CERTAIN TRACT OF 2.709 ACRES OF LAND, MORE OR LESS, LYING AND BEING SITUATED IN GONZALES COUNTY, TEXAS, BEING PART OF LOT NO. 16, RANGE NO. 3, EAST OF WATER STREET, AND PART OF AN UNOPENED CITY STREET IN THE ORIGINAL OUTER TOWN OF GONZALES.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE, 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 IMPROVEMENTS, EASEMENTS OR APPARENT RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON, SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397

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

FARM TO MARKET ROAD NO. 794

0.024 AC.
PART OF
UNOPENED
CITY STREET

TIMOTHY E. MORAN
DANIELLE RACHAL MORAN
1.75 AC.
1202/651 O.R.

BENITO CAMARILLO
JUANITA CAMARILLO
ONE AC.
927/89 O.R.

ABIGAIL M. CASARES
3.80 AC.
991/662 O.R.

(+2,BURCHARD)

CLPK PROPERTIES, LLC
0.50 AC.
1155/264 O.R.

(0,BURCHARD)

CLPK PROPERTIES, LLC
16.682 AC.
1138/764 O.R.

LINE	BEARING	DISTANCE
L1	S 21°22'02" E	65.10'
L2	S 83°07'08" W	33.26'
L3	N 08°11'34" E	65.28'
L4	S 08°16'34" E	20.64'

SURVEY PLAT Prepared BY
GONZALES FIRST SHOT
SURVEYING, L.L.C.
409 ST. GEORGE STREET
GONZALES, TEXAS 78629
830 672-6585 FIRM # 10172000
gonzalessurvey@gmail.com

Scale: 1"=50'	Date: 01/28/22	LT: 11*17
Drawn:	Checked:	Job: S22-001

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2022-5 Amending the Gonzales Code of Ordinances Chapter 14 Zoning, Related to Posted Sign Notice and Zoning Variances

DATE: March 10, 2022

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

In February 2021 the City Council approved a new Zoning Ordinance after recommendation from the Planning & Zoning Commission. Since then, staff realized a few other amendments needed to be made. The Planning & Zoning Commission held a Public Hearing on January 18, 2022 regarding the amendments and recommended the approval of the proposed amendments. The City Council held a Public Hearing on February 10, 2022 regarding the garages, posted sign notice and variance requirements. The Council engaged in discussion and determined the best course of action would be to consider the sign and variance requirements at a later meeting.

Staff feels that the physical sign posting requirements associated with various public notice applications should be removed. Currently, staff notifies property owners within a 200-foot radius of the property requesting a variance via mail at least two weeks prior to the Public Hearing. The sign posting requirement was created with the adoption of the new zoning ordinance in 2021. Staff has not had the opportunity to establish notification sign standards in the City's development manual or coordinate with vendors on who can provide these signs for purchase by the applicant and that the mail notice process that is currently in practice is sufficient. Staff is recommending removal of this requirement at this time.

Staff also is proposing removing the zoning variance applicability limitations and adding language for the financial hardship findings for structures, to be in line and in compliance with state law. The current zoning variance requirements contain additional variance applicability limitations which are an increased standard above and beyond state law. Specifically, they restrict zoning variances to open space dimensions, lot dimensions, structure height, and impervious area. Due to the high standard of hardship that must be found in granting a zoning variance, the additional variance applicability limitations are not needed. Staff is also proposing to incorporate the additional variance hardship criteria that was approved by the Texas Legislature in 2021 with H.B. 1475. The additional hardship criteria specifically applies to structures. Full text of the amendments is attached for review.

POLICY CONSIDERATIONS:

This will amend portions of the Zoning Ordinance that pertain to sign posting and variance requirements.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance

STAFF RECOMMENDATION:

Staff respectfully recommends approval of the proposed ordinance.

ORDINANCE 2022-5

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, AMENDING THE GONZALES CODE OF ORDINANCES CHAPTER 14 ZONING, RELATED TO POSTED SIGN NOTICE AND ZONING VARIANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales (City) is a Texas Home Rule Municipality and the Texas Local Government Code authorizes the City of Gonzales to exercise jurisdiction over City zoning as deemed appropriate by the City; and

WHEREAS, the City Council may from time to time choose to amend, supplement, change or modify the City's zoning regulations, boundaries, or classifications; and

WHEREAS, City Staff has reviewed the current zoning regulations and have recommended certain revisions and updates to the current zoning regulations; and

WHEREAS, on December 30, 2021, January 6, 2022 and January 13, 2022, notice of the joint public hearing was published in the Gonzales Inquirer; and

WHEREAS, on January 18, 2022 the Planning and Zoning Commission conducted a public hearing and after consideration, made a recommendation of approval of this amendment; and

WHEREAS, on February 10, 2022 the City Council conducted a public hearing and after consideration and recommendation by the Planning and Zoning Commission determined that the ordinance amendment be approved as provided herein.

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby amends the City of Gonzales Code of Ordinances Chapter 14 Zoning as set forth in the attached "Exhibit A".

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

Section 4. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

Section 7. This Ordinance shall become in force and effect from and after its final passage and it is so resolved.

PASSED AND APPROVED this 10th day of March, 2022

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

Exhibit A

All language between brackets [] is for reference purposes only and is not intended to be changed or altered by this exhibit. The Code of Ordinances, City of Gonzales, Texas is hereby amended by deleting (strike-through) and adding (underlined) language as follows:

[Removal of posted sign notice provisions]

[Sec.14.902.e]

~~(e) Sign Posting for a Zoning Map Amendment (Rezoning) Related to a Particular Property~~

- ~~(1) At least eleven (11) days prior to the public hearing by the Planning and Zoning Commission on a proposed amendment to the zoning text and map related to particular property, the applicant shall cause a sign, clearly visible to passersby, to be placed and maintained on such property.~~
- ~~(2) The applicant is responsible for furnishing the sign and posting it on the property proposed to be rezoned.~~
- ~~(3) The number of signs, size of signs and content to be placed on signs shall be in accordance with the Development Application Handbook.~~
- ~~(4) The sign shall remain continuously posted on the property until such time that final action has been taken on the application.~~

~~(f) Effect of Posted Sign Maintenance~~

- ~~(1) It shall be the responsibility of the applicant to periodically check sign locations to verify that signs remain in place and have not been vandalized or removed. The applicant shall replace any missing or defective sign within three (3) business days from the time that a City official notifies the applicant of the defective or missing signs.~~
- ~~(2) It is unlawful for a person to alter any notification signs, or to remove it while the application is pending.~~
- ~~(3) Removal or alteration of posted signs that is beyond the control of the applicant shall not constitute a failure to meet the notification requirements of this section and shall not be a condition precedent to the holding of a public hearing, the adoption of any proposed zoning change, or any other official action concerning such amendment.~~

~~(ge)~~ City Council Decision and Public Hearing Required

- (1) A public hearing shall be held by the City Council before adopting any proposed amendment.
- (2) Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official publication (newspaper or a newspaper of general circulation) in the City.

~~(hf)~~ Three-Fourths City Council Vote Required for Protested Amendments

If any of the following conditions exist, then amendments shall not become effective except by a three-fourths (3/4) vote of the governing body.

[Sec.14.903.d Table 9.2]

Table 9.2: Required Public Notice for Zoning Related Plans and Applications			
Application Type	Property Posted (Sign) Notice	Published Notice	Mailed Notice
Initial Zoning of Newly Annexed Land		Required	Required
Zoning Map Amendment (Rezoning)	Required	Required	Required
Zoning Text Amendment		Required	
Specific Use Permits (SUPs)	Required	Required	Required
Amortization of Nonconforming Uses	Required	Required	Required
Appeal of a City Administrative or Interpretative Decision		Required	Required
Zoning Variance	Required	Required	Required
Zoning Special Exception	Required	Required	Required

[Sec.14.903.e]

(e) Types of Notice

~~(1) Postings of Signs on Property~~

~~The City Manager shall maintain an inventory of signs to fulfill the notification requirements listed in Table 9.2: Required Public Notice for Zoning Related Plans and Applications.~~

~~(21)~~ “Published Notice” and “Mailed Notice” of Public Hearings for Zoning Changes Involving Real Property

(A) Published Notice

i Notice of the public hearing to occur before the City Council shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the City before the fifteenth (15th) calendar day prior to the date of the public hearing.

(B) Mailed Notice (also referred to as “Written Notice”)

i Written notice of the public hearing before the Planning & Zoning Commission shall be sent to all owners of property, as indicated by the most recently approved City tax roll, that is located within the area of application and within two hundred feet (200’) of any property affected thereby, said written notice to be sent before the tenth (10th) calendar day prior to the date such hearing is held.

ii Said written notice shall be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the regular United States mail.

iii If written notice as required is not sent before the tenth (10th) calendar day prior to the date of the hearing, then the hearing must be delayed until this notice requirement is met. Such notice shall include:

a. Legal description of the property and the street address or approximate location within the City.

- b. Present zoning classification of the property and the zoning sought by the applicant. If not a rezoning, then the nature or intent of the application shall be described.
- c. The date, time, and place of hearing.
- d. The web site that contains the zoning map and information regarding the rezoning if available;
- e. The phone number where questions may be answered; and
- f. Other information as may be necessary to provide adequate and timely public notice.

(32) “Published Notice” of Public Hearing for Zoning Changes Involving Regulation Text

- (A) For requests involving proposed changes to the text of the zoning regulations, notice of the City Council public hearing shall be accomplished by publishing the purpose, time, and place of the public hearing in the official newspaper of the City before the fifteenth (15th) calendar day prior to the date of the public hearing.
- (B) Changes in the zoning text that do not change zoning district boundaries (i.e., that do not involve specific real property), and does not change the uses or regulations of a specific zoning district do not require mailed/written notification to individual property owners.

(43) “Published Notice” and “Mailed Notice” of an Appeal of a City Administrative or Interpretative Decision to the Zoning Board of Adjustment

- (A) For an Appeal of a City Administrative or Interpretative Decision, the Zoning Board of Adjustment shall fix a reasonable time for the hearing of an appeal, give the public notice by written notice in the mail addressed to all owners of real property located within two hundred feet (200') of the property on which the appeal is made, and by publication of notice of such hearing in the City’s official newspaper.
- (B) Both the written/mailed and published notice shall be given at least ten (10) days prior to the date for the hearing.
- (C) Upon the hearing, any party may appear in person or by attorney or by agent.

(54) Dual Notification of Planning and Zoning Commission Public Hearing(s) and City Council Public Hearing(s) The City may, at its option, publish the required zoning change notifications in conformance with Chapter 211 of the Texas Local Government Code for public hearings for the Planning and Zoning Commission and the City Council at the same time; said notifications must be published fifteen (15) days prior to the Planning and Zoning Commission public hearing and fifteen (15) days prior to the City Council public hearing.

(65) Additional Rules and Procedures Established

- (A) The City Council may, at its option, establish additional rules and procedures for public notification of proposed zoning changes and development proposals (e.g., required plans, plats, etc.) which may include, but not be limited to, the posting of a sign(s) on any property that is proposed for a zoning change or development by the Applicant or its agent(s).
- (B) Knowledge of and adherence to such rules and procedures, if so established by the City, shall be the responsibility of the Applicant and shall be required as part of a zoning change or development Application.

~~(76)~~ Special Notice

Pursuant to Texas Local Government Code Section 211.007(d), the City Council may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of a public hearing held jointly by the City Council and the Planning and Zoning Commission.

[Removal of variance applicability limitations and addition of new hardship provisions]

[Sec.14.1002.b]

(b) Zoning Variance Applicability

The Zoning Board of Adjustment is authorized in specific cases to grant a Zoning Variance from the terms of this chapter provided that the variance as will not be contrary to the public interest, and due to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship, and so that the spirit of this ordinance shall be observed and substantial justice done. Approval of a variance authorizes a property owner to submit subsequent development applications consistent with the approved variance. the following regulations to prevent undue hardships.

- ~~(1) Open Space (Yard) Dimensions~~
- ~~(2) Lot Dimensions~~
- ~~(3) Structure Height~~
- ~~(4) Impervious Area~~

[Sec.14.1002.d]

(8) Finding of Undue Hardship as Applied to a Structure

In considering a variance as applied to a structure, the Zoning Board of Adjustment may consider the following as grounds to determine whether an unnecessary hardship would result from compliance with the ordinance:

- (A) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01, Tax Code;
- (B) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development may physically occur;
- (C) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement;
- (D) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (E) the municipality considers the structure to be a nonconforming structure.



CITY OF GONZALES FINANCIALS

REPORTS FOR PERIOD ENDING 2/28/2022

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUNDS

There are still journal entries that need to be completed for February.

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

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	192,763.67	1,576,662.35	58.56	0.00	1,115,802.65
402-FRANCHISE REVENUE	1,874,687.00	50,826.57	647,469.51	34.54	0.00	1,227,217.49
403-LICENSE/FEE/PERMITS	81,850.00	10,055.51	30,030.70	36.69	0.00	51,819.30
404-PARKS FEES REVENUE	301,485.00	10,379.25	77,447.35	25.69	0.00	224,037.65
405-MUNICIPAL COURT REVEN	46,115.00	3,587.13	21,900.64	47.49	0.00	24,214.36
406-MISCELLANEOUS REVENUE	2,588,050.00	15,499.07	1,940,275.51	74.97	0.00	647,774.49
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	12,000.00	0.00	3,930.38	32.75	0.00	8,069.62
409-OTHER FINANCING REVEN	1,004,328.96	2,489.85	8,619.85	0.86	0.00	995,709.11
410-TRANSFERS	2,857,618.00	0.00	951,536.00	33.30	0.00	1,906,082.00
*** TOTAL REVENUES ***	11,458,598.96	285,601.05	5,257,872.29	45.89	0.00	6,200,726.67
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	91,616.00	2,994.24	34,536.90	37.70	0.00	57,079.10
102-CITY MANAGER DEPART	175,509.00	12,265.58	70,911.14	40.40	0.00	104,597.86
103-COMMUNITY DEVELOPMENT	277,201.00	16,968.52	98,152.99	35.41	0.00	179,048.01
104-NON-DEPARTMENTAL	2,266,809.00	20,465.21	2,009,975.62	88.67	0.00	256,833.38
105-MAIN STREET DEPARTMEN	74,531.00	89.64	15,771.72	21.16	0.00	58,759.28
106-ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
107-BUILDING MAINTENANCE	273,228.00	14,912.49	97,349.57	35.63	0.00	175,878.43
108-CITY SECRETARY DEP	138,211.00	7,889.27	46,707.92	33.79	0.00	91,503.08
109-FINANCE DEPARTMENT	287,040.00	17,174.51	124,009.64	43.20	0.00	163,030.36
110-HOTEL/MOTEL	0.00	0.00	0.00	0.00	0.00	0.00
201-PARKS DEPARTMENT	652,403.00	39,458.32	239,094.49	36.65	0.01	413,308.50
202-SWIMMING POOL DEPARTM	29,849.00	13.52	1,204.50	4.04	0.00	28,644.50
204-RECREATION DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
206-INDEPENDENCE GOLF CO	306,194.00	15,767.75	105,337.59	34.40	0.00	200,856.41
301-FIRE DEPARTMENT	1,506,743.00	72,505.76	601,329.66	41.32	21,279.90	884,133.44
501-POLICE DEPARTMENT	2,802,551.96	174,089.79	1,059,421.54	39.56	49,190.56	1,693,939.86
504-ANIMAL CONTROL DEPART	163,090.00	11,677.22	59,804.28	36.67	0.00	103,285.72
550-MUNICIPAL COURT DEPT.	113,156.00	6,022.89	41,145.22	36.36	0.00	72,010.78
602-AIRPORT DEPARTMENT	133,495.00	861.37	38,234.08	28.64	0.00	95,260.92
603-STREETS DEPARTMENT	2,074,665.00	90,935.96	556,254.89	26.83	297.82	1,518,112.29
650-LIBRARY DEPARTMENT	291,833.00	22,112.42	119,498.40	40.95	0.00	172,334.60
660-MUSEUM DEPARTMENT	165,588.00	4,719.83	49,376.77	29.82	0.00	116,211.23
*** TOTAL EXPENDITURES ***	11,823,712.96	530,924.29	5,368,116.92	46.00	70,768.29	6,384,827.75
** REVENUES OVER(UNDER) EXPENDITURES **	(365,114.00)	(245,323.24)	(110,244.63)	49.58	(70,768.29)	(184,101.08)

C I T Y O F G O N Z A L E S
F I N A N C I A L S T A T E M E N T
A S O F : F E B R U A R Y 2 8 T H , 2 0 2 2

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	53,688.65	214,261.68	32.24	0.00	450,358.32
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	664,620.00	53,688.65	214,261.68	32.24	0.00	450,358.32
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
203-JB WELLS PARK	906,861.00	52,405.27	243,928.88	27.79	8,125.00	654,807.12
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*** TOTAL EXPENDITURES ***	906,861.00	52,405.27	243,928.88	27.79	8,125.00	654,807.12
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(242,241.00)	1,283.38	(29,667.20)	15.60	(8,125.00)	(204,448.80)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

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	831,333.20	4,018,785.44	38.80	0.00	6,338,311.56
750-REVENUE COLLECTION	218,627.00	3,257.28	116,892.25	53.47	0.00	101,734.75
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	10,575,724.00	834,590.48	4,135,677.69	39.11	0.00	6,440,046.31
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EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,753,299.44	182,987.02	3,384,757.88	38.80	787,981.26	6,580,560.30
750-REVENUE COLLECTIONS	284,578.00	18,558.46	132,725.12	46.64	0.00	151,852.88
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	11,037,877.44	201,545.48	3,517,483.00	39.01	787,981.26	6,732,413.18
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(462,153.44)	633,045.00	618,194.69	36.74	(787,981.26)	(292,366.87)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

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	205,811.09	1,050,860.24	41.77	0.00	1,464,939.76
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	<u>2,515,800.00</u>	<u>205,811.09</u>	<u>1,050,860.24</u>	<u>41.77</u>	<u>0.00</u>	<u>1,464,939.76</u>

EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,140,554.00	39,341.32	656,233.35	32.53	40,007.96	1,444,312.69
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	<u>2,140,554.00</u>	<u>39,341.32</u>	<u>656,233.35</u>	<u>32.53</u>	<u>40,007.96</u>	<u>1,444,312.69</u>

** REVENUES OVER (UNDER) EXPENDITURES **	<u>375,246.00</u>	<u>166,469.77</u>	<u>394,626.89</u>	<u>94.50</u>	<u>(40,007.96)</u>	<u>20,627.07</u>

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

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	141,967.01	668,989.32	45.60	0.00	797,979.68
731-W/W CDBG PROJECT	720,917.00	0.00	24,122.42	3.35	0.00	696,794.58
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*** TOTAL REVENUES ***	2,187,886.00	141,967.01	693,111.74	31.68	0.00	1,494,774.26
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EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,729,022.00	44,560.57	450,546.17	39.75	236,800.00	1,041,675.83
731-W/W CDBG PROJECT	1,617,945.00	1,100.00	5,675.29	0.35	0.00	1,612,269.71
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	3,346,967.00	45,660.57	456,221.46	20.71	236,800.00	2,653,945.54
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(1,159,081.00)	96,306.44	236,890.28	0.01-	(236,800.00)	(1,159,171.28)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

240-SOLID WASTE FUND

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

REVENUE SUMMARY						
740-SOLID WASTE DEPARTMEN	781,200.00	67,004.92	333,329.86	42.67	0.00	447,870.14
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*** TOTAL REVENUES ***	781,200.00	67,004.92	333,329.86	42.67	0.00	447,870.14
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	734,569.00	9,644.23	272,504.59	37.10	0.00	462,064.41
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	734,569.00	9,644.23	272,504.59	37.10	0.00	462,064.41
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	46,631.00	57,360.69	60,825.27	130.44	0.00	(14,194.27)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

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	86.44	17.29	0.00	413.56
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*** TOTAL REVENUES ***	500.00	0.00	86.44	17.29	0.00	413.56
	-----	-----	-----	-----	-----	-----
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	7,387.50	3.37	0.00	212,062.50
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	318,450.00	0.00	7,387.50	2.32	0.00	311,062.50
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*** TOTAL EXPENDITURES ***	537,900.00	0.00	14,775.00	2.75	0.00	523,125.00
	-----	-----	-----	-----	-----	-----
** REVENUES OVER (UNDER) EXPENDITURES **	(537,400.00)	0.00	(14,688.56)	2.73	0.00	(522,711.44)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

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	342,619.99	1,019,944.62	80.82	0.00	242,105.38
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*** TOTAL REVENUES ***	1,262,050.00	342,619.99	1,019,944.62	80.82	0.00	242,105.38
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,247,700.00	985,919.99	985,919.99	79.02	0.00	261,780.01
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*** TOTAL EXPENDITURES ***	1,247,700.00	985,919.99	985,919.99	79.02	0.00	261,780.01
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	14,350.00	(643,300.00)	34,024.63	237.11	0.00	(19,674.63)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

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	16,268.38	161,456.98	53.27	0.00	141,643.02
812-MEMORIAL MUSEUM	3,580.00	750.00	1,389.70	38.82	0.00	2,190.30
813-FORFEITURES	110.00	0.00	43.52	39.56	0.00	66.48
814-MUNICIPAL COURT	1,820.00	244.17	628.88	34.55	0.00	1,191.12
815-ROBERT L BROTHERS	380.00	0.00	147.79	38.89	0.00	232.21
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*** TOTAL REVENUES ***	308,990.00	17,262.55	163,666.87	52.97	0.00	145,323.13
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	502,448.15	99,053.50	180,081.68	35.84	0.00	322,366.47
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	8,406.90	48.04	0.00	9,093.10
815-ROBERT L BROTHERS	32,200.00	70.28	3,906.15	21.27	2,943.58	25,350.27
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	607,148.15	99,171.43	192,394.73	32.17	2,943.58	411,809.84
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(298,158.15)	(81,908.88)	(28,727.86)	10.62	(2,943.58)	(266,486.71)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

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	32.03	0.00	0.00	(32.03)
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*** TOTAL REVENUES ***	0.00	0.00	32.03	0.00	0.00	(32.03)
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
CAPITAL PROJECTS-GOV	28,075.00	0.00	385,439.22	372.89	0.00	(357,364.22)
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	28,075.00	0.00	385,439.22	372.89	0.00	(357,364.22)
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(28,075.00)	0.00	(385,407.19)	372.78	0.00	357,332.19
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2022

700-GONZALES ECONOMIC DEV

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
700-ECONOMIC DEVELOPMENT	899,000.00	95,519.53	411,375.42	45.76	0.00	487,624.58
*** TOTAL REVENUES ***	899,000.00	95,519.53	411,375.42	45.76	0.00	487,624.58
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,987,332.00	189,234.53	775,041.83	39.00	0.00	1,212,290.17
*** TOTAL EXPENDITURES ***	1,987,332.00	189,234.53	775,041.83	39.00	0.00	1,212,290.17
** REVENUES OVER(UNDER) EXPENDITURES **	(1,088,332.00)	(93,715.00)	(363,666.41)	33.42	0.00	(724,665.59)

CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 28TH, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
100-GENERAL FUND			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	1,260,299.12	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	116,681.99	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	

TOTAL CASH		1,376,981.11	
 <u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		286,799.24
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		18,910.33
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00

TOTAL INVESTMENTS			305,709.57
 <u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		1,772,799.94
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			1,772,799.94
		-----	-----
TOTAL 100-GENERAL FUND		1,376,981.11	2,078,509.51
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203-JB WELLS FUND			
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<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(198,023.22)	

TOTAL CASH		(198,023.22)	
		-----	-----
TOTAL 203-JB WELLS PARK FUND		(198,023.22)	0.00
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210-ELECTRIC FUND			
=====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	487,094.77	
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	216,814.46	

TOTAL CASH		703,909.23	

CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 28TH, 2022 FEBRUARY 28TH, 2022

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		281,166.79
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			281,166.79
<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		1,982,714.08
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00

TOTAL POOLED INVESTMENTS			1,982,714.08
		-----	-----
TOTAL 210-ELECTRIC FUND		703,909.23	2,263,880.87
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220-WATER FUND			
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<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	1,069,330.68	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	28,330.00	

TOTAL CASH		1,097,660.68	
<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		751,972.01
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL		0.00

TOTAL POOLED INVESTMENTS			751,972.01
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TOTAL 220-WATER FUND		1,097,660.68	751,972.01

CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 28TH, 2022 FEBRUARY 28TH, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
230-WASTEWATER FUND			
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<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	919,191.79	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	600.00	

TOTAL CASH		919,791.79	
<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		281,676.15

TOTAL INVESTMENTS			281,676.15
<u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		509,288.75
230 1-104.003	TEXPOOL-CORONAVIRUS LOCAL FIS		933,415.42

TOTAL POOLED INVESTMENTS			1,442,704.17
		-----	-----
TOTAL 230-WASTEWATER FUND		919,791.79	1,724,380.32

240-SOLID WASTE

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<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	99,233.63	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	

TOTAL CASH		99,233.63	
<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		99,233.63	0.00

CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 28TH, 2022 FEBRUARY 28TH, 2022

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

	TOTAL CASH	0.00	

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

	TOTAL CASH	0.00	
 <u>POOLED INVESTMENTS</u>			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		0.00
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		266,980.11
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		365,989.52
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		0.00

	TOTAL POOLED INVESTMENTS		632,969.63

	TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	632,969.63
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400-DSF GOVERNMENTAL ACTI			
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<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	252,830.19	

	TOTAL CASH	252,830.19	

	TOTAL 400-DSF GOVERNMENT ACTIVITIES	252,830.19	0.00
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500-RESTRICTED USE FUNDS			
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<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	(1,380.60)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	562,659.67	
500 1-001.503	CASH - MUSEUM FUNDS	31,859.46	

CASH & INVESTMENTS BY FUND

AS OF: FEBRUARY 28TH, 2022 FEBRUARY 28TH, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.504	CASH - FORFEITURES	24,134.99	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	7,135.58	
500 1-001.506	CASH - MUN CRT SECURITY	22,754.08	
500 1-001.507	CASH - MUN CRT TECH	695.29	
500 1-001.508	CASH - SPECIAL EXPENSE	6,949.11	
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	79,387.91	
TOTAL CASH		734,195.49	
TOTAL 500-RESTRICTED USE FUNDS		734,195.49	0.00

575-CAPITAL PROJECTS-GOV

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CASH			
575 1-001.000	CASH-CONTROL ACCT	0.00	
TOTAL CASH		0.00	
POOLED INVESTMENTS			
575 1-104.101	CASH-CO SERIES 19 CIP STREET		13,434.26
TOTAL POOLED INVESTMENTS			13,434.26
TOTAL 575-CAPITAL PROJECTS-GOV.		0.00	13,434.26

700-COMPONENT UNIT

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CASH			
700 1-001.000	CASH -CONTROL ACCOUNT	(8,200.37)	
700 1-001.101	CASH - ECONOMIC DEV CORP	3,108,850.61	
TOTAL CASH		3,100,650.24	
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		3,100,650.24	0.00
FUND TOTAL OTHER INVESTMENTS			868,552.51
FUND TOTAL POOLED INVESTMENTS			6,596,594.09
TOTAL CASH AND INVESTMENTS		8,087,229.14	7,465,146.60

*** END OF REPORT ***