

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET  
AGENDA –JUNE 9, 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 Discuss, Consider & Possible Action regarding the proposal from the Chamber of Commerce and Visitor's Center for increased funding with discussions to include but are not limited to funding, agreement negotiations and possible functions within said agreement
- 1.2 Discuss, Consider & Possible Action Regarding the Disposition and Potential Sale of Surplus Real Property

**PUBLIC HEARING**

- 2.1 The City Council of the City of Gonzales will hold a Public Hearing for Early citizen input regarding the use of City Funds for Fiscal Year Beginning October 1, 2022 and ending September 30, 2023

**CONSENT AGENDA ITEMS**

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

- 3.1 **Minutes** - Approval of the minutes for the May 12, 2022 Regular Meeting & May 16, 2022 Called Meeting
- 3.2 Discuss, Consider & Possible Action on **Resolution #2022-52** Approving an amendment to an Agreement for Professional Services by and between the Gonzales Economic Development Corporation and B&P Clearing, LLC, A Texas Limited Liability Company
- 3.3 Discuss, Consider & Possible Action on **Resolution #2022-53** Approving the Termination of Original Agreement by and Between the GEDC and Storey Jewelers, INC., A Texas Corporation
- 3.4 Discuss, Consider & Possible Action on **Resolution #2022-54** Authorizing the City Manager to Enter into an Agreement for Environmental Services for the CDBG-MIT Grant

## **RESOLUTIONS**

- 4.1 Discuss, Consider & Possible Action on **Resolution #2022-55** Accepting the Proposals and Awarding the Contract for the 2021 Sidewalk Improvement Plans to M&C Fonseca Construction Co., Inc.
- 4.2 Discuss, Consider & Possible Action on **Resolution #2022-56** Authorizing the Removal of a board member and Appointment to the Main Street Advisory Board
- 4.3 Discuss, Consider & Possible Action on **Resolution #2022-57** Authorizing Gonzales Main Street's use of Independence Square including the parking lot and designated street closures for the Apache Pow-Wow Dance Competition on March 10, 2023
- 4.4 Discuss, Consider & Possible Action on **Resolution #2022-58** Authorizing the Use of the Independence Square and Texas Heroes Square and closure of Certain Streets by Gonzales Main Street, Inc. and the Ministerial Alliance of Gonzales for Happy Fall Y'all and Trunk or Treat Event on Saturday, October 29, 2022

## **ORDINANCES**

- 5.1 Discuss, Consider & Possible Action on **Ordinance #2022-9** Appointing Crystal Cedillo, Gonzales County Tax Assessor-Collector, as the Individual to Calculate and Prepare the 2022 No-New Revenue and Voter-Approval Tax Rates for the City of Gonzales
- 5.2 Public Hearing, Discussion & Possible Action on **Ordinance #2022-10** Amending the Official Zoning Map by Zoning Property Parcel #11861 located at 525 St. Joseph Street from C-1 Light Commercial District to DMU Downtown Mixed Use District

## **STAFF/BOARD REPORTS**

- 6.1 Finance Director will provide feedback on any questions regarding:
  - Financial Reports for funds as of May 31, 2022
  - Cash & Investment by Fund as of May 31, 2022
- 6.2 City Manager, Tim Patek will update the City Council on the following:

- Dam Inspection by FERC
- Certified Public Manager Program
- Timeline on Capital Improvement Projects
  - Recently Completed Projects
  - Projects Currently in Process
  - Upcoming Projects

## **CLOSED SESSION**

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

### **A) City Manager Evaluation**

(2) 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**

- AR Guerra Holdings, LLC dba Sleep Inn and Suites

### **B) Request for reimbursement to Gonzales Main Street Inc.**

## **RETURN TO OPEN SESSION**

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

## **CITY COUNCIL REQUESTS AND ANNOUNCEMENTS**

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

## **ADJOURN**

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

I certify that a copy of the June 9, 2022, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 6<sup>th</sup> day of June, 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 \_\_\_\_\_, 2022 at \_\_\_\_\_ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

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Kristina Vega, City Secretary

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

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action regarding the proposal from the Chamber of Commerce and Visitor's Center for increased funding with discussions to include but are not limited to funding, agreement negotiations and possible functions within said agreement

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Other Business

### **BACKGROUND:**

After many discussions regarding the Tourism Director position, the City Council requested that the Gonzales Chamber of Commerce provide a recommendation regarding the position to City Council. The Chamber provided to the City Council for consideration a copy of a draft job description and a proposed budget for the Chamber of Commerce to conduct the duties that the previously funded Tourism Director position was responsible for.

The City Council will need to engage in discussions regarding several aspects of the position or funding agreement to provide direction to city staff to move forward. The Texas Tax Code provides the guidance for Hotel Occupancy tax that is collected by the City. The Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry. That revenue may not be used for the general revenue purposes or general governmental operations of a municipality.

City staff is requesting direction from the City Council regarding who will be responsible to continue to accept any funding applications and who will process those; who will be the board liaison and will draft agendas and funding agreements for the board for any consideration of items that need to be discussed; who will reconcile the twenty accounts for the hotels, bed and breakfast and short term rentals compared to the quarterly comptroller report, calculate the penalties and interest on each account if past due, send a demand letter to past due accounts, work with the attorney on lawsuits, contact new owners to explain documentation required when paying local hotel/motel tax, contacting the owner when proper documentation is not turned in with the hotel/motel tax payment, any additional marketing or advertising that will be conducted or will all marketing be expected to be completed by the Gonzales Chamber of Commerce; will city staff be required to continue any operations or functions pertaining to the budgeting related to the Hotel Occupancy Tax that is received and verify the receipts that are turned in for reimbursements according to what was approved. What will the Gonzales Convention & Visitor's Bureau responsibility/role be with respect to the position being funded as an outside party and not a city employee completing these functions? These aspects will need to be determined prior to reaching an agreement for additional funding to the Gonzales Chamber of Commerce and Visitor's Center.

The statute states the following regarding contracting with another entity:

351.101 (c) The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter. The governing body in writing shall approve in advance the annual budget of the person to which it delegates those functions and shall require the person to make periodic reports to the governing body at least quarterly listing the expenditures made by the person with revenue from the tax authorized by this chapter. The person must maintain revenue provided from the tax authorized by this chapter in a separate account established for that purpose and may not commingle that revenue with any other money. The municipality may not delegate to any person the management or supervision of its convention and visitors programs and activities funded with revenue from the tax authorized by this chapter other than by contract as provided by this subsection. The approval by the governing body of the municipality of the annual budget of the person to whom the governing body delegates those functions creates a fiduciary duty in the person with respect to the revenue provided by the tax authorized by this chapter.

(d) A person with whom a municipality contracts under this section to conduct an activity authorized by this section shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person.

(e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section [351.101\(a\)](#). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

(f) Municipal hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the council take the action they deem necessary.

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action  
Regarding the Disposition and Potential Sale  
of Surplus Real Property

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Discussion

### **BACKGROUND:**

In 2020, the Mayor requested a list of the properties that were owned by the City of Gonzales and that list was provided on November 5, 2020. In July of 2021 staff was asked to review all the properties to determine which have future value for the city and those remaining should be placed on the next council agenda to be listed for sale. Staff presented a compiled list of all real property owned by the City of Gonzales according to the Gonzales County Appraisal District along with pictures of each. The information that the Finance Director presented did not include unopened streets. After the presentation, staff was asked to review the list further and come up with a list of the parcels that they felt could be sold. After going through the list, staff feels that the following parcels could possibly be sold or disposed of:

Parcel 12259 – 0.9195 acres of vacant property located behind Victoria College on St. Paul.

Parcel 12272 – 0.264 acres of vacant property located behind Victoria College on St. Paul.

Parcel 12273 – 0.264 acres of vacant property located behind Victoria College on St. Paul.

Parcel 24521 – 0.1897 acres of land with building next to Edward Association on Fly Street.

Parcel 24628 – 0.2293 acres of vacant property where old water tower was located on corner of St. Paul and E. Cone Street.

### **POLICY CONSIDERATIONS:**

Per statute, the City must obtain fair market value for the property which can be done in several ways. Those being: 1) obtain an appraisal and sell the property for the appraised value; 2) sell by public auction or by sealed bid under Section [272.001](#) of the Local Government Code; or 3) contract with a broker to sell the real property under Section 253.014 of the Local Government Code. The governing body may sell a tract of real property under this section without complying with the public auction requirements prescribed by Section [253.008](#) or other law or the notice and bidding requirements prescribed by Section [272.001](#) or other law.

### **FISCAL IMPACT:**

There will be costs associated with the sale of the property; however, that is not known at this time. Once the property is sold there will be an increase in revenues which is also unknown at this time.

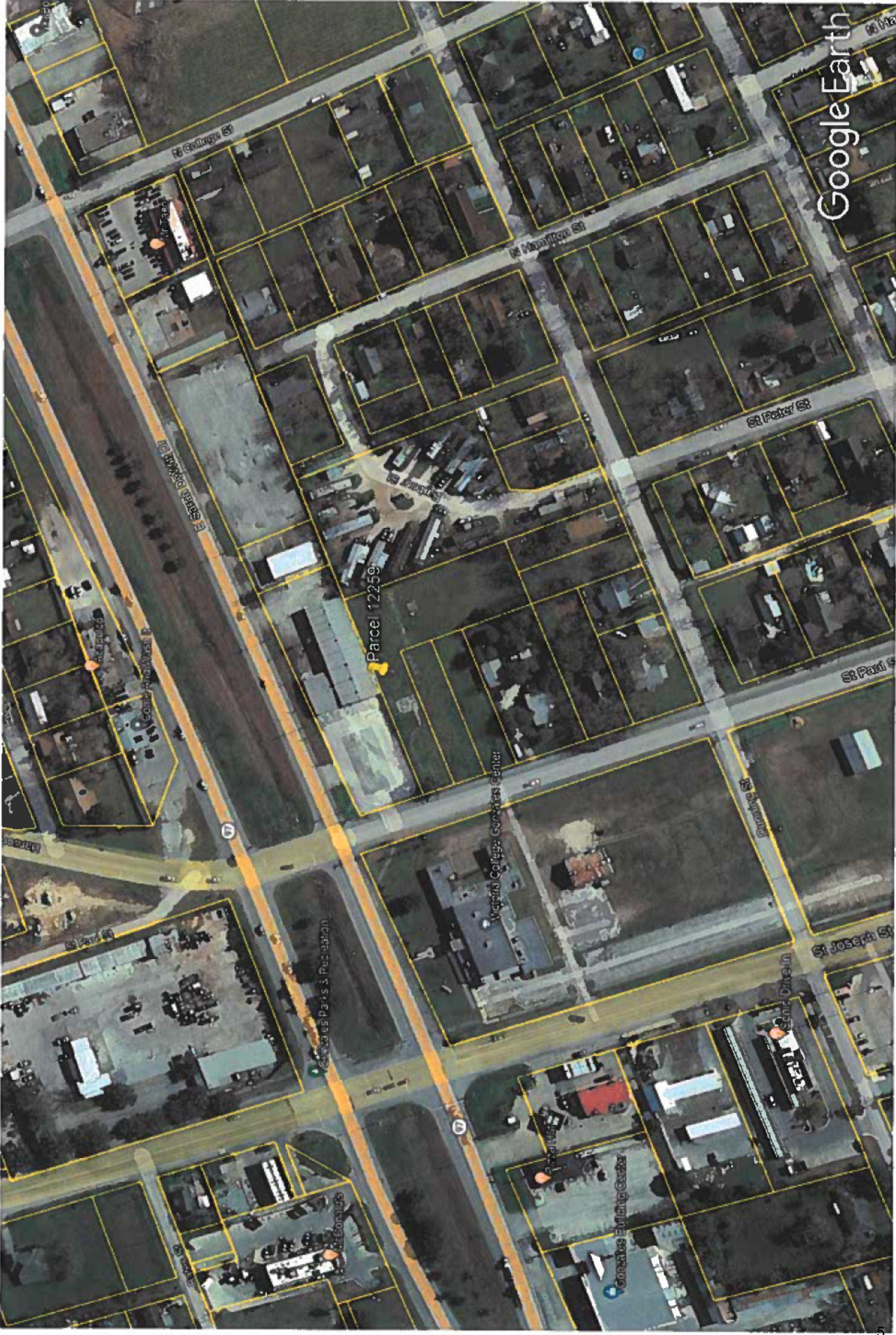
**ATTACHMENTS:**

Real Property List with Google Earth pictures.

**STAFF RECOMMENDATION:**

Staff is seeking City Council direction on this item.

PARCEL 12259 – 0.9195 ACRES – Vacant Property





PARCEL 12273 – 0.264 ACRES – Vacant Lot on St. Paul



PARCEL 24521 – 0.1897 ACRES – Building and property next to Edwards Association



PARCEL 24628 -- 0.2293 ACRES -- vacant lot where water tower was previously located



Parcel ID	Account	Prop Street Number	Prop_Street	Owner Id	Acres	Legal1
12259	16200-80000-01050-000000	1814	ST PAUL	21982	0.9195	PT 10 RANGE II
12272	16201-41000-01050-000000	1814	ST PAUL	21982	0.264	PT 10 RANGE II
12273	16201-42000-01050-000000	1814	ST PAUL	21982	0.264	PT 10 RANGE II
24521	16550-20011-12500-000000		FLY STREET	21982	0.1897	PT 11-12 PECK & FLY
24628	16510-75002-78000-000000		CORNER ST PAUL/CONE ST	21982	0.2293	LOT 7-8 2 NEUMAN HEIGHTS

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
MINUTES –MAY 12, 2022**

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

**CALL TO ORDER, INVOCATION AND PLEDGE**

Mayor Pro Tem O’Neal called the meeting to order at 6:00 p.m. and a quorum was certified.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Connie L. Kacir	Mayor	Absent
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2	Present
Bobby O’Neal	Council Member, District 3, Mayor Pro Tem	Present
Ronda Miller	Council Member, District 5	Present

**STAFF PARTICIPATING:**

Tim Patek-City Manager, Kristina Vega-City Secretary, Gayle Autry-Police Captain, Laura Zella-Finance Director, Jennifer Kolbe-Economic Development Director and Tiffany Padilla-Main Street Director

**CITY EVENTS AND ANNOUNCEMENTS**

- Announcements of upcoming City Events-Mayor Pro Tem relayed that the Cinco de Mayo event went really well.
- 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**

No comments were made.

**OTHER BUSINESS-ELECTION**

- 1.1 Discuss, Consider & Possible Action on **Resolution #2022-42** Canvassing the Returns and Officially declaring the results of the May 7, 2022 City of Gonzales Regular Election

**ACTION: Items 1.1**

**APPROVED**

Council Member Kridler moved to approve **Resolution #2022-42** Canvassing the Returns and Officially declaring the results of the May 7, 2022 City of Gonzales Regular Election. Council Member Koepp seconded the motion. Mayor Pro Tem O’Neal called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 1.2 Discuss, Consider & Possible Action on **Ordinance #2022-8** Calling a Runoff Election on June 14, 2022, for the purpose of Election a Mayor for the City of Gonzales; Providing for Notice of the Election

**ACTION: Items 1.2**

**APPROVED**

- 1.3 Council Member Koepp moved to approve **Ordinance #2022-8** Calling a Runoff Election on June 14, 2022, for the purpose of Election a Mayor for the City of Gonzales; Providing for Notice of the Election. Council Member Kridler seconded the motion. Mayor Pro Tem O'Neal called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

**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 April 14, 2022 Regular Meeting & April 26, 2022 Called Meeting
- 2.2 Discuss, Consider & Possible Action on **Resolution #2022-43** Accepting the Bids and Awarding the Alternate Bids in the Contract for the 2021 Utility Projects to Qro Mex Construction Co., Inc. in the amount of \$517,838.00
- 2.3 Discuss, Consider & Possible Action on **Resolution #2022-44** Authorizing the City Manager to award a contract for consulting services to Hicks and Company for the preparation of a National Historic Register Nomination for the Edwards School in an amount not to exceed \$15,000
- 2.4 Discuss, Consider & Possible Action on **Resolution #2022-45** Authorizing Designated Signatory for Contractual and Financial Documents for the Texas CDBG Downtown Revitalization Program
- 2.5 Discuss, Consider & Possible Action on **Resolution #2022-46** Designating Sage Capital Bank as the Gonzales Economic Development's Depository and Authorizing the Board President to Negotiate and Enter into a Depository Agreement with Sage Capital Bank

**ACTION: Items 2.1 through 2.5**

**APPROVED**

Council Member Miller moved to approve the consent agenda items 2.1 through 2.5. Council Member Koepp seconded the motion. Mayor Pro Tem O'Neal called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

**RESOLUTIONS**

- 3.1 Discuss, Consider & Possible Action on **Resolution #2022-47** Authorizing the City Manager to Enter into a Lease Agreement with Yamaha Motor Finance Corporation for a Four- Year Lease on ten Yamaha Drive2 QuieTech fleet golf carts for an Annual Amount of \$6,960.00

**ACTION: Items 3.1**

**APPROVED**

Council Member Kridler moved to approve **Resolution #2022-47** Authorizing the City Manager to Enter into a Lease Agreement with Yamaha Motor Finance Corporation for a Four- Year Lease on ten Yamaha Drive2 QuieTech fleet golf carts for an Annual Amount of \$6,960.00. Council Member Koepp seconded the motion. Mayor Pro Tem O’Neal called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.2 Discuss, Consider & Possible Action on **Resolution #2022-48** Approving a Corrected Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Winbin Ventures LLC.

**ACTION: Items 3.2**

**APPROVED**

Council Member Koepp moved to approve **Resolution #2022-48** Approving a Corrected Amendment to Original Agreement and Amendments between the Gonzales Economic Development Corporation and Winbin Ventures LLC. Council Member Kridler seconded the motion. Mayor Pro Tem O’Neal called for a roll call vote. For: Unanimous. The motion passed 4 to 0

- 3.3 Discuss, Consider & Possible Action on **Resolution #2022-49** Designating Sage Capital Bank as the City’s Depository and Authorizing the City Manager to Negotiate and Enter into a Depository Agreement

**ACTION: Items 3.3**

**APPROVED**

Council Member Koepp moved to approve **Resolution #2022-49** Authorizing the Appointments Gonzales Convention & Visitors Bureau, Gonzales Economic Development Corporation, & Main Street Advisory Board. Council Member Kridler seconded the motion. Mayor Pro Tem O’Neal called for a roll call vote. For: Unanimous. The motion passed 4 to 0.

- 3.4 Discuss, Consider & Possible Action on **Resolution #2022-50** Approving the Lease Agreement, with Enterprise Fleet Management, Inc. for the lease of several budgeted departmental vehicles and authorizing the City Manager to execute said agreement

**ACTION: Items 3.4**

**APPROVED**

Council Member Kridler moved to approve **Resolution #2021-50** Approving the Lease Agreement, with Enterprise Fleet Management, Inc. for the lease of several budgeted departmental vehicles and authorizing the City Manager to execute said agreement. Council Member Koepp seconded the motion. Mayor Pro Tem O’Neal called for a roll call vote. The motion passed 4 to 0.

**STAFF/BOARD REPORTS**

- 4.1 Finance Director provided feedback on any questions regarding:
- Financial Reports for funds as of April 30, 2022

- Cash & Investment by Fund as of April 30, 2022
- Quarterly Investment Report Ending March 31, 2022

4.2 City Manager, Tim Patek updated the City Council on the following:

- Hydro-plant Generation numbers
- 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 6:27 p.m.

### **CLOSED SESSION**

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

a) City Manager Evaluation

### **RETURN TO OPEN SESSION**

The Council convened into open session at 6:57 p.m.

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

No action was taken.

### **CITY COUNCIL REQUESTS AND ANNOUNCEMENTS**

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

### **ADJOURN**

On a motion by Council Member Koepp and second by Council Member Kridler, the meeting was adjourned at 6:58 p.m.

Approved this 9<sup>th</sup> day of June, 2022.

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Connie Kacir, Mayor

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Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS  
CALLED CITY COUNCIL MEETING  
MINUTES –MAY 16, 2022**

The Special Called meeting of the City Council was held on **May 16, 2022** at 5:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at [www.gonzales.texas.gov](http://www.gonzales.texas.gov).

**CALL TO ORDER**

Mayor Pro Tem O’Neal called the meeting to order at 5:00 p.m. and a quorum was certified.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Connie L. Kacir	Mayor	Absent
Joseph Kridler	Council Member, District 1	Present
Sherri Koepf	Council Member, District 2	Present
Bobby O’Neal	Council Member, District 3-Mayor Pro Tem	Present
Ronda Miller	Council Member District 4	Present

**HEARING OF RESIDENTS**

No Public Comments were made.

**WORKSHOP**

- 1.1 Discuss, Consider & Possible Action on **Resolution #2022-51** Acknowledging Receipt and Presentation of the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2021

Michael Del Toro of ABIP CPA Advisors presented details to the City Council regarding the City’s Annual Comprehensive Financial Report for FY Ending September 30, 2021.

**ACTION: Items 1.1**

**APPROVED**

- 1.1 Council Member Koepf moved to approve **Resolution #2022-51** Acknowledging Receipt and Presentation of the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2021. Council Member Kridler seconded the motion. Mayor Pro Tem O’Neal called for a roll call vote. For: Unanimous. The motion passed 4 to 0.
- 1.2 Presentation and Discussion regarding Departmental Budget Requests for Fiscal Year Beginning October 1, 2022 Ending September 30, 2023

The department heads presented an overview of their requests for their departmental budgets for the upcoming Fiscal Year.

## **CLOSED SESSION**

The Council convened into closed session at 6:14 p.m.

- 2.1 (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

## **RETURN TO OPEN SESSION**

The Council convened into open session at 6:24 p.m.

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

No action was taken.

## **ADJOURN**

On a motion by Council Member Kridler and second by Council Member Koepp, the meeting was adjourned at 6:25 p.m.

Approved this 9<sup>th</sup> day of June, 2022.

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Connie Kacir, Mayor

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Kristina Vega, City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-52 Approving an Amendment to the Agreement for Professional Services by and between the Gonzales Economic Development Corporation and B&P Clearing, LLC, a Texas Limited Liability Company

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

At the Economic Development meeting on January 24, 2022, the board voted unanimously to approve awarding a bid to B&P Clearing Services for the demolition of structures at 2521 Harwood Road in the amount of \$29,280.00. The City Council approved the agreement at their March 10, 2022 meeting. After the demolition began it was discovered that there was a cistern at the location that needed to be demolished and filled, thus requiring a change order and amendment to the previously executed agreement. At the May 23, 2022 GEDC meeting, the board unanimously approved an amendment to the agreement due to the change order for an additional amount of \$5,500.00, increasing the total from \$29,280.00 to \$34,780.00.

### **POLICY CONSIDERATIONS:**

The GEDC is authorized to enter into contracts for Professional Services.

### **FISCAL IMPACT:**

The GEDC will need to pay an additional \$5,500 to correctly demolish and fill the cistern bringing the agreement amount from \$29,280.00 to \$34,780.00. GEDC budgeted \$50,000.00 in account 700-7-700.414 Professional Services line item for Fiscal Year 2021-2022. It has been verified with the Finance Department the availability of these funds in GEDC Professional Services

### **ATTACHMENTS:**

B&P Clearing Estimate for cistern  
Original Professional Services Agreement

### **STAFF RECOMMENDATIONS:**

Staff recommends City Council to award the new bid amount to cover the demolition, removal, and filling of structures.

## **RESOLUTION NO. 2022-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING AN AMENDMENT TO 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 IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Gonzales, Texas, desires to approve an Amendment to 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 Amendment to Agreement for Professional Services, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

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

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

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of June, 2022.**

---

Mayor, Connie L. Kacir

ATTEST:

---

Kristina Vega, City Secretary

***Exhibit A***

Performance Agreement

## B&P Clearing LLC

4922 CR 228

Gonzales, TX 78629 US

+1 8304801766

bpclearing@yahoo.com

<https://www.landclearingsanantonio.com>



## Estimate

### ADDRESS

Jennifer Kolbe

City of Gonzales

2521 Harwood Rd.

Gonzales, TX 78629

ESTIMATE

1114

DATE

04/28/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Demolish and Remove Structures	1	5,500.00	5,500.00
	Demolish/Fill a 20'x12' cistern well.			
	Need to break the top and sides of the well so that water doesnt get trapped and cause problems in the future.			
	Fill the remainder of well with fill dirt.			
SUBTOTAL				5,500.00
TAX				0.00
TOTAL				<b>\$5,500.00</b>

Estimate is subject to change.

Accepted By

Accepted Date

**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: Tara Buchans  
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 11 day of March, 2022.

**GEDC:**

**GONZALES ECONOMIC DEVELOPMENT  
CORPORATION**

A Texas non-profit corporation

By:   
Andy Rodriguez, President

EXECUTED this 18 day of February, 2022.

**PROFESSIONAL:**

**B&P CLEARING, LLC,**

A Texas limited liability company,

By: B+P Clearing LLC  
Name: Tara Buchanan & Isaac Paredes  
Title: Owners



**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

## AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This **AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (hereinafter referred to as the "First Amendment") is made and entered into by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as "GEDC"), and **B&P CLEARING, LLC**, a Texas limited liability company (hereinafter referred to as "B&P Clearing"):

### RECITALS:

**WHEREAS**, on or about March 11, 2022, the GEDC and B&P Clearing entered into the original Agreement for Professional Services (hereinafter referred to as the "Original Agreement") regarding the clearing and removing certain structures located on land owned by the GEDC; and

**WHEREAS**, there is located on the property an unknown approximately 20 feet by 12 feet cistern well which needs to be demolished and filled in (hereinafter referred to as the "Additional Project") at an additional expense of **Five Thousand Five Hundred and No/100 Dollars (\$5,500.00)**; and

**WHEREAS**, GEDC and B&P Clearing now desire to amend Section 5.1 of the Original Agreement to add in the Additional Project at a cost of **Five Thousand Five Hundred and No/100 Dollars (\$5,500.00)**.

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

### SECTION 1. FINDINGS INCORPORATED.

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

### SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.

- (a) **Amendment to Original Agreement.** That Section 5.1 of the Original Agreement is hereby amended to read as follows:

"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)** and the sum of **Five Thousand Five Hundred and No/100 Dollars (\$5,500.00)** for the Additional Project.

### SECTION 3. MISCELLANEOUS PROVISIONS.

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

- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Gonzales County, Texas.
- (c) **Assignment.** This First Amendment may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. GEDC warrants and represents that the individual executing this First Amendment on behalf of the GEDC has full authority to execute this First Amendment and bind the GEDC to the same. B&P Clearing warrants and represents that the individual executing this First Amendment on B&P Clearing's behalf has full authority to execute this First Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this First Amendment shall be the date of the latter to execute this First Amendment by and between the GEDC and B&P Clearing.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.
- (i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

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

**GEDC:**

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

By: \_\_\_\_\_

Andy Rodriguez, President

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

**B&P CLEARING:**

**B&P CLEARING, LLC,**  
A Texas limited liability company

By: \_\_\_\_\_ Tara Buchans

Name: \_\_\_\_\_ Tara Buchans

Title: \_\_\_\_\_ Owner

Date: \_\_\_\_\_ May 25, 2022

\_\_\_\_\_

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-53 Approving the Termination of Original Agreement by and Between the GEDC and Storey Jewelers, INC., A Texas corporation.

**DATE: June 9, 2022**

### **Type Agenda Item**

Resolution

### **BACKGROUND:**

At its April 25th, 2022, meeting, the GEDC board discussed the current loan agreement with Storey Jewelers, Inc. and found that Storey Jewelers, Inc. is eligible for loan forgiveness. The Board of Directors unanimously approved the proposal for Termination of Original Agreement by and between the GEDC and Storey Jewelers, Inc.

### **POLICY CONSIDERATIONS:**

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

The GEDC wishes to resolve all current and defaulted loans while recouping funds distributed given in the form of loans in the past. Storey Jewelers, Inc. has proven to be very trustworthy, not missing a payment and keeping accurate records of data as well as providing a thriving market in the Gonzales community.

### **FISCAL IMPACT:**

The GEDC will have been repaid half of the original loan (\$120,000) in the amount of \$60,000 or more.

### **ATTACHMENTS:**

Termination of Original Agreement

### **STAFF RECOMMENDATIONS:**

Staff recommends City Council to act as deemed necessary.

## **RESOLUTION NO. 2022-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A TERMINATION OF ORIGINAL AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND STOREY JEWELERS, INC., A TEXAS CORPORATION, AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, on or about July 14, 2017, the GEDC and Storey Jewelers, Inc. (hereinafter referred to as “Storey Jewelers”) entered into the original Loan Agreement concerning the economic development project located within the City of Gonzales, Texas (hereinafter referred to as the “Original Agreement”); and

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

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

**WHEREAS**, pursuant to the terms of the Original Agreement Storey Jewelers was required to repay the loan consistent with the terms of the Original Agreement; and

**WHEREAS**, pursuant to the terms of the Original Agreement Storey Jewelers was required to repay a loan in the amount of **One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00)**; and

**WHEREAS**, Storey Jewelers has repaid to GEDC an amount equal to or exceeding fifty percent (50%) of the original loan amount; and

**WHEREAS**, pursuant to the terms of the Original Agreement Storey Jewelers was repaid to the GEDC said loan and has an unpaid principal balance of **Sixty Thousand and No/100 Dollars (\$60,000.00)** or less; and

**WHEREAS**, Storey Jewelers has complied with all terms and conditions of the Original Agreement; and

**WHEREAS**, Storey Jewelers has continued to employ and retain jobs within the City of Gonzales, Texas; and

**WHEREAS**, GEDC desires to assist the Storey Jewelers in remaining open to the public and employing and retaining jobs within the City of Gonzales, Texas; and

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

**WHEREAS,** the GEDC and Storey Jewelers now desire to terminate the Original Agreement and any amendments related thereto.

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

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

Section 2. The City Council of the City of Gonzales, Texas, does hereby approve the Termination of the Original Agreement by and between the Gonzales Economic Development Corporation and Storey Jewelers, a copy of which is attached hereto as ***Exhibit A***, and is incorporated herein for all purposes.

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

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of June, 2022.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

***Exhibit A***

[Termination of Original Agreement]

***Exhibit A***

Performance Agreement

## TERMINATION OF ORIGINAL AGREEMENT

This Termination of Original Agreement (hereinafter referred to as the "Termination Agreement") is hereby entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022, by the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "GEDC") and **STOREY JEWELERS, INC.**, a Texas corporation (hereinafter referred to as the "Developer").

### RECITALS:

**WHEREAS**, on or about July 14, 2017, the GEDC and Developer entered into the original Loan Agreement concerning the economic development project located within the City of Gonzales, Texas (hereinafter referred to as the "Original Agreement"); and

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

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

**WHEREAS**, pursuant to the terms of the Original Agreement Developer was required to repay the loan consistent with the terms of the Original Agreement; and

**WHEREAS**, pursuant to the terms of the Original Agreement Developer was required to repay a loan in the amount of **One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00)**; and

**WHEREAS**, Developer has repaid to GEDC an amount equal to or exceeding fifty percent (50%) of the original loan amount; and

**WHEREAS**, pursuant to the terms of the Original Agreement Developer was repaid to the GEDC said loan and has an unpaid principal balance of **Sixty Thousand and No/100 Dollars (\$60,000.00)** or less; and

**WHEREAS**, Developer has complied with all terms and conditions of the Original Agreement; and

**WHEREAS**, Developer has continued to employ and retain jobs within the City of Gonzales, Texas; and

**WHEREAS**, GEDC desires to assist the Developer in remaining open to the public and employing and retaining jobs within the City of Gonzales, Texas; and

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

of those statutes; and

**WHEREAS**, the GEDC and Developer now desire to terminate the Original Agreement and any amendments related thereto.

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

**SECTION 1. FINDINGS INCORPORATED.**

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

**SECTION 2. TERMINATION OF ORIGINAL AGREEMENT AND ANY AMENDMENTS.**

- (a) The Original Agreement and any amendments related thereto by and between the GEDC and Developer are hereby terminated.
- (b) GEDC and Developer covenant and agree that each party shall have no further obligation to the other party under the Original Agreement and any amendments related thereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Termination Agreement on the day and year first above-written (the "Effective Date").

**GEDC:**

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

By: \_\_\_\_\_

Andy Rodriguez, President

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

**DEVELOPER:**

***STOREY JEWELERS, INC.***

A Texas corporation,

By: \_\_\_\_\_

Paul E. Neuse

Title: \_\_\_\_\_

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

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-54 Authorizing the City Manager to Enter into an Agreement for Environmental Services for the CDBG-MIT Grant

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Consent

### **BACKGROUND:**

On May 19, 2022, the City of Gonzales received three (3) responses to a Request for Proposals to Environmental Services Providers to provide environmental services for the City of Gonzales, CDBG-MIT Infrastructure Grant through the Texas General Land Office (GLO). The selected firm will provide environmental services and clearance for the CDBG-MIT funded infrastructures mitigation project.

The RFP was sent out to prequalified firms on April 28, 2022 with proposals to be due via email on May 19, 2022 at 2 P.M. The City of Gonzales received three responses to the RFP. The three proposals received were from MPACT, Doucet and Associates and SWCA.

On May 25, 2022, City staff met and evaluated the proposals based on the criteria set forth in the RFP and ranked the proposals with a possible score of 100 points: MPACT scored 71.32 points, Doucet and Associates scored 74.37 points, SWCA scored 87.33 points.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

A budget amendment will be presented at another time for Account #100-7-603.411 for \$16,325 in the 2021-2022 Fiscal Year Budget for Environmental Services for the CDBG-MIT Infrastructure grant.

### **ATTACHMENTS:**

Proposals and Rating sheets for each response are attached

### **STAFF RECOMMENDATION:**

Based on the scoring criteria staff's recommendation would be to contract with SWCA.

**RESOLUTION NO. 2022-54**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR ENVIRONMENTAL SERVICES FOR THE TEXAS GENERAL LAND OFFICE (GLO) CDBG-MIT INFRASTRUCTURE GRANT; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on April 28, 2022 City staff issued a Request for Proposals (RFP) for firms to provide Environmental Services for the City of Gonzales for the Texas GLO CDBG-MIT Infrastructure Grant; and,

**WHEREAS**, the Request for Proposals were received via email on May 19, 2022; and,

**WHEREAS**, proposals were received from MPACT, Doucet and Associates and SWCA; and,

**WHEREAS**, City staff evaluated the proposals based on the firms understanding of the requirements, experience in providing similar services to the City or any other governmental entity, samples and references and key personnel professional background, certifications, and experience in providing the requested services during which SWCA received the highest score of the three proposals; and,

**WHEREAS**, 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; and,

**WHEREAS**, of the three proposals the best value and pricing provided was from SWCA, with an amount not to exceed \$16,325; and,

**WHEREAS**, the City Council finds that entering into an agreement with SWCA to provide Environmental Services for City of Gonzales CDBG-MIT grant, awarded through the Texas General Land Office (GLO) for infrastructure improvements to mitigate future storm damage, is in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to enter into an agreement with SWCA for Environmental Services.

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

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any

provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of June, 2022.**

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Connie Kacir, Mayor

ATTEST:

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Kristina Vega, City Secretary

## Environmental Services Rating Sheet

CDBG-DR

Grant Recipient City of Gonzales Name of Respondent ~~GOZ~~ MPACT  
 Evaluator's Name Laura Zella Date of Rating 5-25-22

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

### Experience

Factors	Max.Pts.	Score
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>14</u>
4. References from current/past clients	5	<u>4</u>
Subtotal, Experience	30	<u>26</u>

### Work Performance

Factors	Max.Pts.	Score
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>4</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>4</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
Subtotal, Performance	30	<u>24</u>

### Capacity to Perform

Factors	Max.Pts.	Score
1. Qualifications / Experience of Staff		
Environmental review	12	<u>11</u>
2. Present and Projected Workloads	4	<u>3</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>3</u>
Subtotal, Capacity to Perform	20	<u>17</u>

### Proposed Cost

Factors	Max.Pts.	Score
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>4.32</u>
A = Lowest Proposal \$ <u>16,325</u> A + B X 20 = Respondent's Score		
B = Respondent's Proposal \$ <u>75,600</u>	20	

### TOTAL SCORE

Factors	Max.Pts.	Score
<input type="checkbox"/> Experience	30	<u>26</u>
<input type="checkbox"/> Work Performance	30	<u>24</u>
<input type="checkbox"/> Capacity to Perform	20	<u>17</u>
<input type="checkbox"/> Proposed Cost	20	<u>4.32</u>
Total Score	100	<u>71.32</u>

# Environmental Services Rating Sheet

CDBG-DR

Grant Recipient City of Gonzales

Name of Respondent MPACT

Evaluator's Name Tim Patek

Date of Rating 5-25-22

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## Experience

Factors	Max.Pts.	Score
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>14</u>
4. References from current/past clients	5	<u>4</u>
Subtotal, Experience	30	<u>26</u>

## Work Performance

Factors	Max.Pts.	Score
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>4</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>4</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
Subtotal, Performance	30	<u>24</u>

## Capacity to Perform

Factors	Max.Pts.	Score
1. Qualifications / Experience of Staff		
Environmental review	12	<u>11</u>
2. Present and Projected Workloads	4	<u>3</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>3</u>
Subtotal, Capacity to Perform	20	<u>17</u>

## Proposed Cost

Factors	Max.Pts.	Score
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>4.32</u>
A = Lowest Proposal \$ <u>16,325</u> A + B X 20 = Respondent's Score		
B = Respondent's Proposal \$ <u>75,600</u>	20	<u>4.32</u>

## TOTAL SCORE

Factors	Max.Pts.	Score
<input type="checkbox"/> Experience	30	<u>26</u>
<input type="checkbox"/> Work Performance	30	<u>24</u>
<input type="checkbox"/> Capacity to Perform	20	<u>17</u>
<input type="checkbox"/> Proposed Cost	20	<u>4.32</u>
Total Score	100	<u>71.32</u>

## Environmental Services Rating Sheet

CDBG-DR

Grant Recipient City of Gonzales Name of Respondent MPACT  
 Evaluator's Name Kristina Vega Date of Rating 5/25/2022

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

### Experience

Factors	Max.Pts.	Score
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>14</u>
4. References from current/past clients	5	<u>4</u>
Subtotal, Experience	30	<u>26</u>

### Work Performance

Factors	Max.Pts.	Score
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>4</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>4</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
Subtotal, Performance	30	<u>24</u>

### Capacity to Perform

Factors	Max.Pts.	Score
1. Qualifications / Experience of Staff		
Environmental review	12	<u>11</u>
2. Present and Projected Workloads	4	<u>3</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>3</u>
Subtotal, Capacity to Perform	20	<u>17</u>

### Proposed Cost

Factors	Max.Pts.	Score
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>4.32</u>
A = Lowest Proposal <u>\$16,325</u> A + B X 20 = Respondent's Score	20	
B = Respondent's Proposal <u>\$75,600</u>	20	

### TOTAL SCORE

Factors	Max.Pts.	Score
<input type="checkbox"/> Experience	30	<u>26</u>
<input type="checkbox"/> Work Performance	30	<u>24</u>
<input type="checkbox"/> Capacity to Perform	20	<u>17</u>
<input type="checkbox"/> Proposed Cost	20	<u>4.32</u>
Total Score	100	<u>71.32</u>

## Environmental Services Rating Sheet

CDBG-DR

Grant Recipient City of Gonzales Name of Respondent Doucet  
 Evaluator's Name Laura Zella Date of Rating 5-25-22

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

### Experience

Factors	Max.Pts.	Score
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>14</u>
4. References from current/past clients	5	<u>4</u>
Subtotal, Experience	30	<u>26</u>

### Work Performance

Factors	Max.Pts.	Score
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>3</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>3</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
Subtotal, Performance	30	<u>22</u>

### Capacity to Perform

Factors	Max.Pts.	Score
1. Qualifications / Experience of Staff Environmental review	12	<u>11</u>
2. Present and Projected Workloads	4	<u>4</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>3</u>
Subtotal, Capacity to Perform	20	<u>18</u>

### Proposed Cost

Factors	Max.Pts.	Score
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>6.29</u>
A = Lowest Proposal \$ <u>16,325.00</u> A + B X 20 = Respondent's Score		
B = Respondent's Proposal \$ <u>51,900</u>	20	

### TOTAL SCORE

Factors	Max.Pts.	Score
<input type="checkbox"/> Experience	30	<u>26</u>
<input type="checkbox"/> Work Performance	30	<u>22</u>
<input type="checkbox"/> Capacity to Perform	20	<u>18</u>
<input type="checkbox"/> Proposed Cost	20	<u>6.29</u>
Total Score	100	<u>72.29</u>

## Environmental Services Rating Sheet

**CDBG-DR**

Grant Recipient City of Gonzales

Name of Respondent Doucet

Evaluator's Name Tim Patek

Date of Rating 5-25-22

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

### Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>14</u>
4. References from current/past clients	5	<u>4</u>
<b>Subtotal, Experience</b>	<b>30</b>	<b>26</b>

### Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>4</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>4</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
<b>Subtotal, Performance</b>	<b>30</b>	<b>24</b>

### Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications / Experience of Staff		
Environmental review	12	<u>12</u>
2. Present and Projected Workloads	4	<u>4</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>3</u>
<b>Subtotal, Capacity to Perform</b>	<b>20</b>	<b>19</b>

### Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>5.52</u>
A = Lowest Proposal \$ <u>14,325</u> A + B X 20 = Respondent's Score		
B = Respondent's Proposal \$ <u>59,100</u>	20	<u>5.52</u>

### **TOTAL SCORE**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	<u>26</u>
<input type="checkbox"/> Work Performance	30	<u>24</u>
<input type="checkbox"/> Capacity to Perform	20	<u>19</u>
<input type="checkbox"/> Proposed Cost	20	<u>5.52</u>
<b>Total Score</b>	<b>100</b>	<b>74.52</b>

## Environmental Services Rating Sheet

CDBG-DR

Grant Recipient City of Gonzales Name of Respondent Doucet  
 Evaluator's Name Kristina Vega Date of Rating 5/25/2022

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

### Experience

Factors	Max.Pts.	Score
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>14</u>
4. References from current/past clients	5	<u>4</u>
<b>Subtotal, Experience</b>	<b>30</b>	<b><u>26</u></b>

### Work Performance

Factors	Max.Pts.	Score
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>4</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>5</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
<b>Subtotal, Performance</b>	<b>30</b>	<b><u>25</u></b>

### Capacity to Perform

Factors	Max.Pts.	Score
1. Qualifications / Experience of Staff		
Environmental review	12	<u>11</u>
2. Present and Projected Workloads	4	<u>4</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>4</u>
<b>Subtotal, Capacity to Perform</b>	<b>20</b>	<b><u>19</u></b>

### Proposed Cost

Factors	Max.Pts.	Score
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>16.29</u>
A = Lowest Proposal <u>\$16,325-</u> A + B X 20 = Respondent's Score	20	
B = Respondent's Proposal <u>\$51,900-</u>	20	

### TOTAL SCORE

Factors	Max.Pts.	Score
<input type="checkbox"/> Experience	30	<u>26</u>
<input type="checkbox"/> Work Performance	30	<u>25</u>
<input type="checkbox"/> Capacity to Perform	20	<u>19</u>
<input type="checkbox"/> Proposed Cost	20	<u>16.29</u>
<b>Total Score</b>	<b>100</b>	<b><u>76.29</u></b>

## Environmental Services Rating Sheet

CDBG-DR

Grant Recipient City of Gonzales Name of Respondent SWCA  
 Evaluator's Name Laura Zella Date of Rating 5-25-22

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

### Experience

Factors	Max.Pts.	Score
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>15</u>
4. References from current/past clients	5	<u>4</u>
Subtotal, Experience	30	<u>20</u>

### Work Performance

Factors	Max.Pts.	Score
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>4</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>4</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
Subtotal, Performance	30	<u>24</u>

### Capacity to Perform

Factors	Max.Pts.	Score
1. Qualifications / Experience of Staff Environmental review	12	<u>11</u>
2. Present and Projected Workloads	4	<u>3</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>3</u>
Subtotal, Capacity to Perform	20	<u>17</u>

### Proposed Cost

Factors	Max.Pts.	Score
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>20</u>
A = Lowest Proposal \$ <u>16,325</u> A + B X 20 = Respondent's Score	20	
B = Respondent's Proposal \$ <u>16,325</u>	20	

### TOTAL SCORE

Factors	Max.Pts.	Score
<input type="checkbox"/> Experience	30	<u>20</u>
<input type="checkbox"/> Work Performance	30	<u>24</u>
<input type="checkbox"/> Capacity to Perform	20	<u>17</u>
<input type="checkbox"/> Proposed Cost	20	<u>20</u>
Total Score	100	<u>81</u>

## Environmental Services Rating Sheet

**CDBG-DR**

Grant Recipient City of Gonzales Name of Respondent SWCA  
 Evaluator's Name Kristina Vega Date of Rating 5/25/2022

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

### Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>15</u>
4. References from current/past clients	5	<u>4</u>
<b>Subtotal, Experience</b>	<b>30</b>	<b><u>27</u></b>

### Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>4</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>4</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
<b>Subtotal, Performance</b>	<b>30</b>	<b><u>24</u></b>

### Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications / Experience of Staff		
Environmental review	12	<u>11</u>
2. Present and Projected Workloads	4	<u>3</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>3</u>
<b>Subtotal, Capacity to Perform</b>	<b>20</b>	<b><u>17</u></b>

### Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>20</u>
A = Lowest Proposal \$ <u>14,825</u> - A + B X 20 = Respondent's Score	20	
B = Respondent's Proposal \$ <u>14,325</u> -	20	

### **TOTAL SCORE**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	<u>27</u>
<input type="checkbox"/> Work Performance	30	<u>24</u>
<input type="checkbox"/> Capacity to Perform	20	<u>17</u>
<input type="checkbox"/> Proposed Cost	20	<u>20</u>
<b>Total Score</b>	<b>100</b>	<b><u>88</u></b>

## Environmental Services Rating Sheet

**CDBG-DR**

Grant Recipient City of Gonzales Name of Respondent SWCA  
 Evaluator's Name Tim Patek Date of Rating 5-25-22

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

### Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	5	<u>4</u>
2. Related Experience / Background with specific project type (Infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	<u>4</u>
3. Related experience/background with Environmental services:	15	<u>14</u>
4. References from current/past clients	5	<u>4</u>
<b>Subtotal, Experience</b>	<b>30</b>	<b><u>26</u></b>

### Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	<u>4</u>
2. Responds to client/GLO requests in a timely manner	5	<u>4</u>
3. Past client/GLO projects completed on schedule	5	<u>4</u>
4. Work product is consistently of high quality with low level of errors	5	<u>4</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>4</u>
6. Manages projects within budgetary constraints	5	<u>4</u>
<b>Subtotal, Performance</b>	<b>30</b>	<b><u>24</u></b>

### Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications / Experience of Staff		
Environmental review	12	<u>11</u>
2. Present and Projected Workloads	4	<u>3</u>
3. Demonstrated understanding of scope of the CDBG-DR Project	4	<u>3</u>
<b>Subtotal, Capacity to Perform</b>	<b>20</b>	<b><u>17</u></b>

### Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	<u>20</u>
A = Lowest Proposal <u>\$16,325</u> $A + B \times 20 = \text{Respondent's Score}$		
B = Respondent's Proposal <u>\$16,325</u>	20	<u>20</u>

### **TOTAL SCORE**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	<u>26</u>
<input type="checkbox"/> Work Performance	30	<u>24</u>
<input type="checkbox"/> Capacity to Perform	20	<u>17</u>
<input type="checkbox"/> Proposed Cost	20	<u>20</u>
<b>Total Score</b>	<b>100</b>	<b><u>87</u></b>

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-55 Accepting the Proposals and Awarding the Contract for the 2021 Sidewalk Improvement Plans to M&C Fonseca Construction Co., Inc.

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The City has received bids for the 2021 Sidewalk Improvement Plans. These plans include the replacement of the sidewalk in Texas Heroes Square, along the 400 Block of St. James Street and include drainage and grading improvements to the 400 Block of St. James Street.

### **POLICY CONSIDERATIONS:**

As funds are available, the city should consider reconstructing and upgrading sidewalks to be accessible and compliant with ADA and TAS regulations.

### **FISCAL IMPACT:**

This agenda item will expend \$773,750 as the base contract amount. In addition to the construction cost, the project has incurred the previously approved amounts of \$70,000 for engineering, \$30,000 for Grant Administration and \$10,000 for environmental services associated with the grant funding for a total fiscal impact of \$883,750. Funding for this project will come from GEDC (\$50,000), CDBG-DR Grant (\$500,000), Water Fund (\$30,500), General Fund (\$303,250). The budget to perform the work in this contract was determined two years ago at approximately \$500,000. A budget amendment to reflect this will be presented on a future agenda.

### **ATTACHMENTS:**

Bid tabulation

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the contract be awarded to M&C Fonseca Construction Co., Inc. in the amount of \$773,750 for construction of the 2021 Sidewalk Improvement Plans.

**RESOLUTION NO. 2022-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE PROPOSALS AND AWARDING THE CONTRACT FOR THE 2021 SIDEWALK IMPROVEMENT PLANS TO M&C FONSECA CONSTRUCTION CO., INC.; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Capital Improvement Plan for Fiscal Year Budget 2021-2022 included the 2021 Sidewalk Improvement Plans to be competitively bid as per Chapter 252 of the Local Government Code; and,

**WHEREAS**, the advertisements for the Request for bids were published in the newspaper for three consecutive weeks beginning April 14, 2022; and,

**WHEREAS**, the bids were due to be received by the City of Gonzales on May 12, 2022 at 2:00 p.m.; and,

**WHEREAS**, bids were received from, Diamond X Construction, Inc., Inc., M&C Fonseca Construction Co., Inc., 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 proposals and recommends awarding the contract to M&C Fonseca Construction Co., Inc. who is the lowest responsible bidder with a base bid amount of \$773,750; and,

**WHEREAS**, the City Council finds that entering into an agreement for the 2021 Sidewalk Improvement Plans 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 2021 Sidewalk Improvement Plans to M&C Fonseca Construction Co., 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 9<sup>th</sup> day of June, 2022.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

# **BID TABULATION - Base Bid Sheet** **CITY OF GONZALES**

PROJECT NAME: <b>2021 Sidewalk Project</b>		PROJECT MANAGER: Todd Remschel
PRE-BID CONFERENCE DATE & TIME: N/A	BID DATE & TIME: May 12, 2020 2:00 PM	PROJECT CONSULTANT: <b>J. KEITH SCHAUER, P.E., DOUCET &amp; ASSOCIATES, INC.</b>
BID OPENING LOCATION: <b>Gonzales City Hall, 820 Saint Joseph Street, Gonzales, Texas 78629</b>		

	BIDDER / FIRM NAME	Base Bid	Bid Alternate 1	Addendum 1	Bid Bond
1	M&C Fonseca Construction	\$773,750.00	NA	✓	✓
2	Diamond X Contracting	\$821,653.50	NA	✓	✓
3					
4					
5					
6					
7					
8					
9					
10					

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-56 Authorizing the Removal of a board member and Appointment to the Main Street Advisory Board

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

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

During the March 3, 2014 City Council Meeting the Council established a uniform appointment month of September for all Council appointed Boards & Commissions, however at times appointments are needed if a vacancy occurs.

The Main Street Advisory Board established within Article 4, Section 2 of their bylaws that any member may be removed from office at any time with or without cause by the City Council. Any member of the Board of Directors who is absent from three consecutive regular meetings without just cause for such absence may be removed as a member of the Board of Directors. With this being said Robbie Massey was appointed to the board on October 14, 2021 and has missed at least three consecutive meetings. The board is an active board that requires many volunteer hours in addition to attendance at meetings. The Board Chair has tried on several occasions to contact Mr. Massey and has had no correspondence with him to date in regards to absences or attendance at the meetings, therefore, it is requested that Mr. Massey be removed for the remainder of his term and another individual be appointed to fill the unexpired term.

The City of Gonzales received an application from Michelle Tucker on May 17, 2022 to serve on the board. The application that was received is attached for review.

### **POLICY CONSIDERATIONS:**

In 2020 the policy changed slightly to require the signed receipt of understanding of the Code of Ethics at the time of application.

### **FISCAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

Staff respectfully requests City Council action deemed appropriate

**RESOLUTION NO. 2022-56**

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

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

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

**WHEREAS**, as per Article 4, Section 2 of the Gonzales Main Street Inc., bylaws any member may be removed from office at any time with or without cause by the City Council; and

**WHEREAS**, any member of the Board of Directors who is absent from three consecutive regular meetings without just cause for such absence may be removed as a member of the Board of Directors; and

**WHEREAS**, Robbie Massey has missed three consecutive meetings and it has been requested that he be removed from the board; and

**WHEREAS**, an application was received from Michelle Tucker to serve on the Gonzales Main Street Advisory Board; and

**WHEREAS**, the City Council hereby by affirmative vote removes Robbie Massey and appoints Michelle Tucker to the Gonzales Main Street Advisory Board for an unexpired term ending September 30, 2023.

**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 removes Robbie Massey and appoints Michelle Tucker to the Gonzales Main Street Advisory Board for an unexpired term ending September 30, 2023.

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

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

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of June, 2022.**

---

Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary



**COME AND TAKE IT**

# CITY OF GONZALES BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

### Submit Form by Email

Print

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

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

Name: Michelle Tucker

Mailing Address: 2002 Yellow Rose Way

City, State & Zip: Gonzales, TX 78629

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

Email: [REDACTED]

Employer: Self-employed

Occupation: Student and Travel Agent

Business Address: Home Address

Are you a resident of Gonzales? ☒ Y ☐ N If yes, how long? Since August 2021

Qualified voter of the City of Gonzales? ☒ YES ☐ NO

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

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

If yes, which one(s)? \_\_\_\_\_

How long? \_\_\_\_\_

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

If so, who? \_\_\_\_\_

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

If so, what type? \_\_\_\_\_

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

☐ YES ☒ NO

If so, what type? \_\_\_\_\_

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

I love traveling with my family and helping within our church ministry. I have been a stay  
at home parent since my daughter was born 4 years ago. I do part time work with my  
travel agency and am a student full time. I am finishing school to be a social worker.  
I have been part of previous HOA boards, committees within churches and for events  
for local moms in previous communities. Proficient in all office admin duties.

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

I want to help see our community succeed and bring unity amongst our residents.  
I would love to be part of the bigger picture in bringing more money, and business to our  
small local shops. I believe we need to work together to see our town thrive.

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

Nikki Pena, 78629, [REDACTED]  
Kari Crisp, 78629, [REDACTED]  
Seth, 78629, [REDACTED]

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

**ADVISORY BOARDS, COMMITTEES, OR COMMISSIONS**

<input type="checkbox"/> Library Board	<input type="checkbox"/> Museum Advisory Board
<input type="checkbox"/> JB Wells Park Advisory Board	<input type="checkbox"/> Independent Golf Course Advisory Board
<input type="checkbox"/> Airport Advisory Board	<input checked="" type="checkbox"/> 2 Convention & Visitor Bureau

**DECISION MAKING/QUASIJUDICIAL BOARDS, COMMITTEES, OR COMMISSIONS**

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

**SEPARATE LEGAL ENTITIES/NON-PROFIT CORPORATIONS**

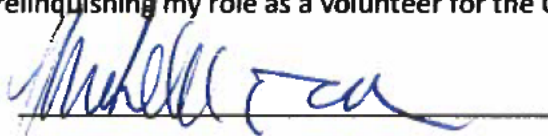
<input type="checkbox"/> Gonzales Economic Development Corp.	<input checked="" type="checkbox"/> 1 Main Street Advisory Board
--	--

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

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

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

SIGNATURE:



DATE:

May 17th, 2022

For Office Use Only:

Received by:

Date:

Notes on Qualifications:

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-57 Authorizing Gonzales Main Street's Use of Independence Square including the Parking Lot, Designated Street Closures for the Apache Pow-Wow & Dance Competition on March 10, 2023

**DATE: June 9, 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 an Apache Pow-Wow & Dance Competition on the Independence Square. They would like to hold this event on Saturday, March 10, 2023. 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 St. Paul Street from St. George Street to St. Lawrence Street, and closure of St. Lawrence Street (to allow for emergency vehicles only) from St. Paul Street to St. Joseph Street on March 10, 2023. They intend to block off the Independence Square at 6:30 A.M. on Friday March 9, 2023, to allow for set up and road closures from 6:30 A.M to 11:00 P.M. Saturday, March 10, 2023. All barricades will be removed by 11:00 P.M. on March 10, 2023. 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:**

No alcohol consumption or sales will be permitted at this event.

### **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. 2022-57**

**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 AND DESIGNATED STREET CLOSURES FOR THE APACHE POW-POW & DANCE COMPETITION ON MARCH 10, 2023; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Gonzales Main Street requests the use of the Independence Square including the parking lot for the Apache Pow-Wow on March 10, 2023; and,

**WHEREAS**, the square will be blocked off at 6:30 A.M. March 9, 2023 to allow for set up with the event beginning on Saturday, March 10, 2023 at 10:00 A.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**, road closure of St. George Street from St. Joseph Street to St. Paul Street, road closure of St. Paul Street from St. George Street to St. Lawrence Street, road closure of St. Lawrence Street from St. Paul Street to St. Joseph Street, will be blocked off from 6 A.M. to 11:00 PM Saturdays of 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, and Designated Street Closures, for the Apache Pow-Wow & Dance Competition on March 10, 2023 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 9<sup>th</sup> day of June, 2022.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

# GONZALES EVENT INFORMATION SHEET

  COME AND TAKE IT	<b>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</b>	  COME AND TAKE IT
<b>EVENT NAME</b>	Apache Pow-Wow and Dance Competition	
<b>HOST ORGANIZATION</b> <small>Type text here</small>	Gonzales Main Street, Inc.	
<b>CONTACT NAME</b>	Main Street Director	
<b>CONTACT CELL PHONE</b>	830-203-1705	
<b>EVENT DATE</b>	March 11, 2023	
<b>EVENT START TIME</b> 10:00 am	<b>EVENT END TIME</b> 10:00 pm	
<b>EVENT LOCATION</b>	Independence Square	
<b>HOLIDAY CELEBRATED</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<b>HOLIDAY:</b>
<b>CITY COUNCIL APPROVAL REQUIRED</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<b>MEETING DATE:</b> June 9, 2022
<b><u>POLICE/FIRE/EMS DEPARTMENT</u></b>		
<b>ATTENDANCE ESTIMATE</b>	300-500	
<b>MUSIC</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<b>LIVE</b> <input checked="" type="checkbox"/> <b>DJ</b> <input checked="" type="checkbox"/>
<b>FOOD</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>ALCOHOL</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<b>RESPONSIBLE PARTY</b>
<b>MOTORIZED VEHICLES</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<b>PARADE</b> <input type="checkbox"/> <b>SHOW</b> <input type="checkbox"/>
<b>PUBLIC OR PRIVATE EVENT</b>	Public	
<b>SECURITY</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<b># OFFICERS NEEDED</b> (Call 672-8686 for costs)
<b><u>ELECTRIC DEPARTMENT</u></b>		
<b>ADDITIONAL LIGHTING</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>NUMBER OF OUTLETS NEEDED</b>	Ensure all outlets work on the Square	
<b>AMPS/WATTS NEEDED</b>		
<b>TENT</b> Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<b>SET UP DAY/TIME</b>	March 9, 2022 - 4:00 PM
<b>TENT SIZE:</b> 20 x 60 x 50	<b>TAKE DOWN DAY/TIME</b>	March 12, 2022 - 9:00 AM
<b><u>STREETS DEPARTMENT</u></b>		
<b>STREETS AFFECTED</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	St. George, St. Paul, possibly St. Joseph
<b>BARRICADES NEEDED (max 12)</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>CONES NEEDED (max 48)</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>STREETS TO BE CLOSED</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>SET UP TIME</b>	6:30 AM	
<b>TAKE DOWN TIME</b>	11:00 PM	
<b><u>COMMUNITY SERVICES DEPARTMENT</u> (Contingent upon availability)</b>		
<b>NUMBER OF CHAIRS @ \$0.50 each</b>	All Available	(max 500)
<b>NO. OF ROUND TABLES @ \$2.00 each</b>		(max 15)
<b>NO. OF 8 FOOT TABLES @ \$2.00 each</b>		(max 50)
<b>NUMBER OF TRASH CANS</b>	All Available	(max 25)
<b>SET UP TIME</b>		
<b>TAKE DOWN TIME</b>		
<b>FOR INFORMATION CONTACT</b>	<b>Kristina Vega, CITY SECRETARY</b>	
<b>(830) 672-2815- City Hall</b>	<a href="mailto:citysecretary@gonzales.texas.gov">citysecretary@gonzales.texas.gov</a>	
<b>(830) 672-2813- Fax</b>		

## **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.

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AUTHORIZED SIGNATURE

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-58 Authorizing the Use of the Independence Square and Texas Heroes Square and closure of Certain Streets by Gonzales Main Street, Inc. and the Ministerial Alliance of Gonzales for Happy Fall Y'all and Trunk or Treat Event on Saturday, October 29, 2022

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The Gonzales Main Street Advisory Board in conjunction with Gonzales Ministerial Alliance is requesting city permission to host their annual Happy Fall Y'all and Trunk or Treat for children of the community on Saturday, October 29<sup>th</sup>, 2022 on the downtown square from 3:30pm to 7:00pm. An estimated 1,000 people are projected to attend the event.

- Street closures are requested to keep children and families safe during the event.
- The Independence Square will have up to 36 cars/trunks decorated according to a Biblical story or Christian theme.
- Texas Hero Square will have additional downtown businesses hosting games or trick-or-treat booths for children.
- Children are encouraged to wear costumes - No Scary costumes are allowed
- The event is to foster a community spirit fellowshiping together.
- 4 law enforcement officers requested – 1 at each crosswalk and 1 inside each of the Downtown Squares
- All candy will be wrapped up in individual gift bags and given to each child to limit germs.
- Participating churches, businesses and Main Street volunteers will clean up post event

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

Main Street has \$500 budgeted for a Happy Fall Y'all event. Main Street will work closely with the Ministerial Alliance to combine resources and costs for hiring off duty officers for security and additional promotional materials.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends approval of this resolution.

## **RESOLUTION NO. 2022-58**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE USE OF THE INDEPENDENCE SQUARE AND TEXAS HEROES SQUARE AND CLOSURE OF CERTAIN STREETS BY GONZALES MAIN STREET, INC. AND THE MINISTERIAL ALLIANCE OF GONZALES FOR HAPPY FALL Y'ALL AND TRUNK OR TREAT EVENT ON SATURDAY, OCTOBER 29, 2022; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Gonzales Main Street, Inc. and the Ministerial Alliance of Gonzales has requested the use of the both Downtown Squares, Texas Hero Square & Independence Square, and their respective parking lots and St. Joseph and St. Lawrence streets to host a Happy Fall Y'all and Trunk or Treat event for the community; and

**WHEREAS**, the event will be held from 3:30 p.m. until 7:00 p.m. on October 29, 2022; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the use of the Independence Square and Texas Heroes Square and closure of certain streets by Gonzales Main Street, Inc. and the Ministerial Alliance of Gonzales for Happy Fall Y'all and Trunk or Treat Event on Saturday, October 29, 2022.

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

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

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

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

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

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of June, 2022.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

# GONZALES EVENT INFORMATION SHEET

  <small>COME AND TAKE IT</small>	<b>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</b>	  <small>COME AND TAKE IT</small>
<b>EVENT NAME</b>	Happy Fall Y'all & Trunk or Treat	
<b>HOST ORGANIZATION</b>	Gonzales Main Street, Inc. and Ministerial Alliance	
<b>CONTACT NAME</b>	Tiffany Hutchinson-Padilla, Robert Ramirez & Jesse Elizondo	
<b>CONTACT CELL PHONE</b>	Tiffany: (830) 203-1705, Robert: (361) 208-3518, Jesse (512) 905-8224	
<b>EVENT DATE</b>	October 29, 2022	
<b>EVENT START TIME</b>	4:30 pm	<b>EVENT END TIME</b> 7:00 pm
<b>EVENT LOCATION</b>	Texas Hero Square & Independence Square	
<b>HOLIDAY CELEBRATED</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<b>HOLIDAY:</b> Halloween
<b>CITY COUNCIL APPROVAL REQUIRED</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<b>MEETING DATE:</b>
<b><u>POLICE/FIRE/EMS DEPARTMENT</u></b>		
<b>ATTENDANCE ESTIMATE</b>	600 - 800	
<b>MUSIC</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<b>LIVE</b> <input type="checkbox"/> <b>DJ</b> <input type="checkbox"/>
<b>FOOD</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
<b>ALCOHOL</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<b>RESPONSIBLE PARTY</b>
<b>MOTORIZED VEHICLES</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<b>PARADE</b> <input type="checkbox"/> <b>SHOW</b> <input type="checkbox"/>
<b>PUBLIC OR PRIVATE EVENT</b>	Public	
<b>SECURITY</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/> 4	<b># OFFICERS NEEDED</b> (Call 672-8686 for costs)
<b><u>ELECTRIC DEPARTMENT</u></b>		
<b>ADDITIONAL LIGHTING</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
<b>NUMBER OF OUTLETS NEEDED</b>		
<b>AMPS/WATTS NEEDED</b>		
<b>TENT</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<b>SET UP DAY/TIME</b>
<b>TENT SIZE:</b>		<b>TAKE DOWN DAY/TIME</b>
<b><u>STREETS DEPARTMENT</u></b>		
<b>STREETS AFFECTED</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	St. Joseph, St. Lawrence
<b>BARRICADES NEEDED (max 12)</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>CONES NEEDED (max 48)</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>STREETS TO BE CLOSED</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	St Joseph from St George to St Louis. St Lawrence from St Paul to St. James
<b>SET UP TIME</b>	October 29, 2022 @ 3:30pm	
<b>TAKE DOWN TIME</b>	October 29, 2022 @ 8:00pm	
<b><u>COMMUNITY SERVICES DEPARTMENT</u> (Contingent upon availability)</b>		
<b>NUMBER OF CHAIRS @ \$0.50 each</b>		(max 500)
<b>NO. OF ROUND TABLES @ \$2.00 each</b>		(max 15)
<b>NO. OF 8 FOOT TABLES @ \$2.00 each</b>		(max 50)
<b>NUMBER OF TRASH CANS</b>	6	(max 25)
<b>SET UP TIME</b>	3:30 pm	
<b>TAKE DOWN TIME</b>	8:00 pm	
<b><u>FOR INFORMATION CONTACT</u></b>		
<b>(830) 672-2815- City Hall</b>	<b>Kristina Vega, CITY SECRETARY</b> <a href="mailto:citysecretary@gonzales.texas.gov">citysecretary@gonzales.texas.gov</a>	
<b>(830) 672-2813- Fax</b>		

## **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.

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AUTHORIZED SIGNATURE

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider and Possible Action on Ordinance #2022-9 Appointing Crystal Cedillo, Gonzales County Tax Assessor-Collector, as the Individual to Calculate and Prepare the 2022 No-New Revenue and Voter-Approval Tax Rates for the City of Gonzales

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

Annually, the City of Gonzales appoints Crystal Cedillo, Tax Assessor-Collector as the individual to calculate and prepare the 2022 No-New Revenue and Voter-Approval Tax Rates for the City of Gonzales.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

N/A

### **ATTACHMENTS:**

Appointment Letter for the 2022 tax year.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this ordinance.

## **ORDINANCE NO. 2022-9**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPOINTING CRYSTAL CEDILLO, GONZALES COUNTY TAX ASSESSOR-COLLECTOR, AS THE INDIVIDUAL TO CALCULATE AND PREPARE THE 2022 NO-NEW REVENUE AND VOTER-APPROVAL TAX RATES FOR THE CITY OF GONZALES; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Texas Tax Code Section 6.22 states that the assessor and collector for a home-rule city are determined by the City's charter and ordinances; and,

**WHEREAS**, annually the City of Gonzales must appoint the Gonzales County Assessor-Collector as the individual that will calculate and prepare the No-New Revenue and Voter-Approval Tax rates for the City; and,

**WHEREAS**, the City Council of the City of Gonzales hereby finds that appointing the Gonzales County Assessor-Collector as the individual to calculate and prepare the No-New Revenue and Voter Approval Tax rates for the City of Gonzales is in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales, Texas hereby appoints Crystal Cedillo, Gonzales County Assessor-Collector, as the individual to calculate and prepare the 2022 No-New Revenue and Voter-Approval Tax rates for the City of Gonzales in conformance with Texas Tax Code Section 6.

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

Section 3. That this Ordinance shall be cumulative of all provisions of the City of Gonzales, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the more restrictive shall apply.

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

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

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

**PASSED AND APPROVED this 9<sup>th</sup> day of June, 2022.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary



**Crystal Cedillo, CSTA, PCC, CTOP, PCAC  
Gonzales County Tax Assessor-Collector**

**PO Box 677**

**427 Saint George, Suite 100**

**Gonzales, TX 78629**

**830-672-2841 (P) \* 830-519-4256 (F)**

[www.co.gonzales.tx.us](http://www.co.gonzales.tx.us)

[tac@co.gonzales.tx.us](mailto:tac@co.gonzales.tx.us)

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May 9, 2022

To: City of Gonzales

Re: 2022 No-New Revenue & Voter-Approval Tax Rate Calculations

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It will soon be time for the 2022 tax rate calculations.

If you have not done so as of today, please add the following to your next agenda.

- Appoint Crystal Cedillo, Tax Assessor-Collector, as the individual to calculate and prepare the 2022 No-New Revenue and Voter-Approval Tax Rates for the City of Gonzales.

If you should have any questions, please let me know.

Respectfully,

Crystal Cedillo

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Public Hearing, Discussion & Possible Action on Ordinance #2022-10 Amending the Official Zoning Map by Zoning Property Parcel #11861 located at 525 St. Joseph Street from C-1 Light Commercial District to DMU Downtown Mixed Use District

**DATE: June 9, 2022**

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

In February 2021 the City Council approved a full rewrite to the City's Zoning Ordinance after recommendation from the Planning & Zoning Commission. The current zoning designation for most of the downtown area is C-1 Light Commercial. C-1 requires a minimum ten (10) foot front yard setback, zero setbacks on the side yards and rear yard, and has a maximum impervious area of 75%. It also requires a minimum lot width of sixty (60) feet and a minimum lot depth of 100 feet. Most of the existing downtown area structures and development were built over time with different setbacks and lot dimensional requirements and are not in compliance with the C-1 zoning regulations. This noncompliance could lead to issues if a property owner wants to add-on, remodel, or if there is a need to rebuild due to damage from a fire or other disaster. To address the unique downtown area, a special zoning district was developed and adopted with the 2021 Zoning Ordinance.

The Downtown Mixed Use District (DMU) was created to provide opportunities for the use of substantial land areas and buildings within the city and downtown area that have unique qualities associated with the history and culture of the area and its people. Reduced setbacks and parking requirements are provided as part of this district due to physical constraints and to preserve the look and feel of the downtown area. Preservation of existing buildings is encouraged to promote the history and culture of the community. The DMU district has zero front, side and rear setbacks and allows 100% maximum impervious area coverage. The downtown mixed use also allows awnings or covered areas to extend or project into the right-of-way with written approval from the City Manager.

The City received an application for a zoning change from Larry and Johnny Edwards for their property located at 525 St. Joseph Street, said property being currently zoned as C-1, Light Commercial District and seeking to be rezoned DMU, Downtown Mixed Use District.

**PROPERTY OWNER:** Larry & Johnny Edwards

**LEGAL DESCRIPTIONS:** Blk 19 N and W PT Lot 6 Gonzales Blocks

**PARCELS:** 11861

A notice was published in the newspaper on May 12, 2022 & May 19, 2022, and notices were mailed to property owners within 200' of the subject property on May 10, 2022. Twenty-nine (29)

property owners were notified of the zoning change. As of preparation of the staff report, one property owner filed a letter of no objection. It was publicized within the same notice that the City Council would hold their Public Hearing on June 9, 2022 at 6:00 p.m.

The Planning and Zoning Commission held a Public Hearing on May 23, 2022 and the commission recommended the rezone from C-1 Light Commercial District to DMU Downtown Mixed Use District.

**POLICY CONSIDERATIONS:**

This will amend the official zoning map of the City of Gonzales for the property listed from C-1 Light Commercial District to DMU Downtown Mixed Use District.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Rezone listing, Objection/No Objection letters, P&Z Report and recommendation

**STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this ordinance.

## **Planning & Zoning Commission Report and Recommendation**

The City of Gonzales Planning & Zoning Commission convened on May 23, 2022 at 5:15 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas.

### **PLANNING & ZONING COMMISSION**

Tim Gescheidle  
Charles Patterson  
Tom Tiller  
Paul Neuse

### **CITY STAFF**

Kristina Vega, Zoning Administrator  
Tim Patek, City Manager  
Contract Planner, Bryce Cox  
EDC Director, Jennifer Kolbe

### **COMMISSIONERS ABSENT**

Chris Brunken, Paul Frenzel & Destiny Lopez

### **REPORT**

Chairman Gescheidle read and asked for a staff report regarding the item: Hold a public hearing, consider and make a recommendation to City Council on a proposal to rezone the following property from C-1 Light Commercial to DMU Downtown Mixed Use District.

**PROPERTY OWNER:** Larry & Johnny Edwards

**LEGAL DESCRIPTIONS:** Blk 19 N and W PT Lot 6 Gonzales Blocks

**PARCELS:** 11861

Zoning Administrator, Kristina Vega gave a staff presentation stating the zoning request was received to rezone the property located at 525 St. Joseph Street from C-1 Light Commercial to Downtown Mixed Use District. The Downtown Mixed Use District (DMU) was created in 2021 to provide opportunities for the use of substantial land areas and buildings within the city and downtown area that have unique qualities associated with the history and culture of the area and its people. Reduced setbacks and parking requirements are provided as part of this district due to physical constraints and to preserve the look and feel of the downtown area. Preservation of existing buildings is encouraged to promote the history and culture of the community. The DMU district has zero front, side and rear setbacks and allows 100% maximum impervious area coverage. The downtown mixed use also allows awnings or covered areas to extend or project into the right-of-way with written approval from the City Manager. A total of 29 notification letters were mailed. At the time of this staff report two notification letters were received back with no objections.

Chairman Gescheidle opened the Public Hearing.

Johnny Edwards, explained the plans that she has to develop her property and in meeting with City Staff and the City Attorney the rezone from C-1 Light Commercial to DMU Downtown Mixed Use District encourages and promotes the improvements that she has planned.

No other comments were made.

Chairman Gescheidle closed the Public Hearing.

Mr. Neuse made a motion to accept and make a recommendation to City Council to rezone the listed property from C-1 Light Commercial to DMU Downtown Mixed Use District. Mr. Patterson seconded the motion. Chairman Gescheidle asked for a roll call vote. Mr. Neuse, Mr. Patterson, Mr. Tiller, and Chairman Gescheidle voted aye.

## **ORDINANCE NO. 2022-10**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AMENDING THE OFFICIAL ZONING MAP BY ZONING PROPERTY PARCEL 11861 LOCATED AT 525 ST JOSEPH STREET FROM C-1 LIGHT COMMERCIAL DISTRICT TO DMU DOWNTOWN MIXED USE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROPER NOTICE AND MEETING; REPEALING ALL ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Gonzales, Texas as previously created and appointed a Planning and Zoning Commission as authorized by the Texas Local Government Code; and

**WHEREAS**, the Texas Local Government Code authorizes a municipality to adopt zoning districts after compliance with statutory notice provisions; and

**WHEREAS**, an application to rezone 525 St. Joseph Street from C-1 Light Commercial to DMU Downtown Mixed Use District was received on April 7, 2022; and

**WHEREAS**, on May 23, 2022, the Planning and Zoning Commission conducted a public hearing on the potential rezoning and after considering the testimony and evidence, hereby makes a recommendation of approval of the proposed zoning changes; and

**WHEREAS**, on June 9, 2022 the City Council conducted a public hearing and after considering the testimony, evidence and recommendation by the Planning and Zoning Commission, determined it to be in the public interest to amend the City's Comprehensive Zoning Ordinance and Zoning Map, which in its best judgment promotes the health, safety, morals, and general welfare and protect the use and enjoyment of property throughout the City.

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

Section 1. The Properties commonly known as parcel number 11861 located at 525 St. Joseph Street in Gonzales, Texas, from C-1 Light Commercial District to DMU Downtown Mixed Use District, further described in Exhibit A.

Section 2. The Official Zoning Map of the City of Gonzales, Texas shall be revised to reflect the above amendment.

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

Section 4. 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 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

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

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Gonzales, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Gonzales except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

**PASSED, ADOPTED, APPROVED, AND EFFECTIVE THE 9<sup>th</sup> DAY of June, 2022.**

\_\_\_\_\_  
Mayor, Connie L. Kacir

ATTEST:

\_\_\_\_\_  
Kristina Vega, City Secretary

## EXHIBIT A

The below listed property is rezoned from C-1 Light Commercial District to DMU Downtown Mixed Use District.

- a. **PROPERTY OWNER:** Larry & Johnny Edwards  
**LEGAL DESCRIPTIONS:** Blk 19 N and W PT Lot 6 Gonzales Blocks  
**PARCELS:** 11861

Sebastian & Maria Rodriguez

1126 St. Andrew

Gonzales, Texas 78629

Dario 2014 USA, LLC

601 N. St Joseph Street

Gonzales, Texas 78629

Lexington Investments I LP

PO Box 887

Gonzales, Texas 78629

Pablo & Del Socorro Maria Coronado

3105 Pecan Valley Dr.

Temple, Texas 76502

Lodge AM & AF

PO Box 102

Gonzales, Texas 78629

Byron & Linda Freeman

PO Box 202

Porthill, Idaho 83853

Flip St. George LLC

1189 ST Hwy 304

Gonzales, Texas 78629

Dianne & Paul Neuse Trust

1411 Gardien Street

Gonzales, Texas 78629

Gilbert Perez

2625 Harwood Rd.

Gonzales, Texas 78629

Elias Molina

C/O Licos Recreational Club

1252 Patton Blvd..

San Antonio, Texas 78237

Brie Irons

1605 St. Vincent

Gonzales, Texas 78629

515NSJ LLC

890 CR 196

Gonzales, Texas 78629

Brent & Janna Christian

1046 Hwy 90A West

Gonzales, Texas 78629

Isaac & Bobbie Williams

PO Box 603

Luling, Texas 78648

Emilio Laredo  
DBA Laredo Enterprises  
148 FM 466  
Cost, Texas 78614

Andover Goliad LLC  
919 Milam #1900  
Houston, Texas 77002

Bryan Wooten  
1819 Monroe Ave  
Evansville, Tennessee 47714

Tiffany DuBose  
PO Box 1503  
Gonzales, Texas 78629

Stahl Building Property LLC c/o Ford Resources  
8620 N New Braunfels Ave. Suite 60  
San Antonio, Texas 78217

Blake Boweden  
304 Las Brisas  
Seguin, Texas 78155

David Dement  
221 St. Francis  
Gonzales, Texas 78629

Thomas Marshall & Hollis West  
2289 Hwy 111  
Yoakum, Texas 77995

Richard Lopez  
Gonzales Food Markey  
311 St. Lawrence  
Gonzales, Texas 78629

TDL Downtown LLC  
PO Box 1503  
Gonzales, Texas 78629

City of Gonzales  
PO Box 547  
Gonzales, Texas 78629

Little Saint George Inc.  
403 St. George Street  
Gonzales, Texas 78629

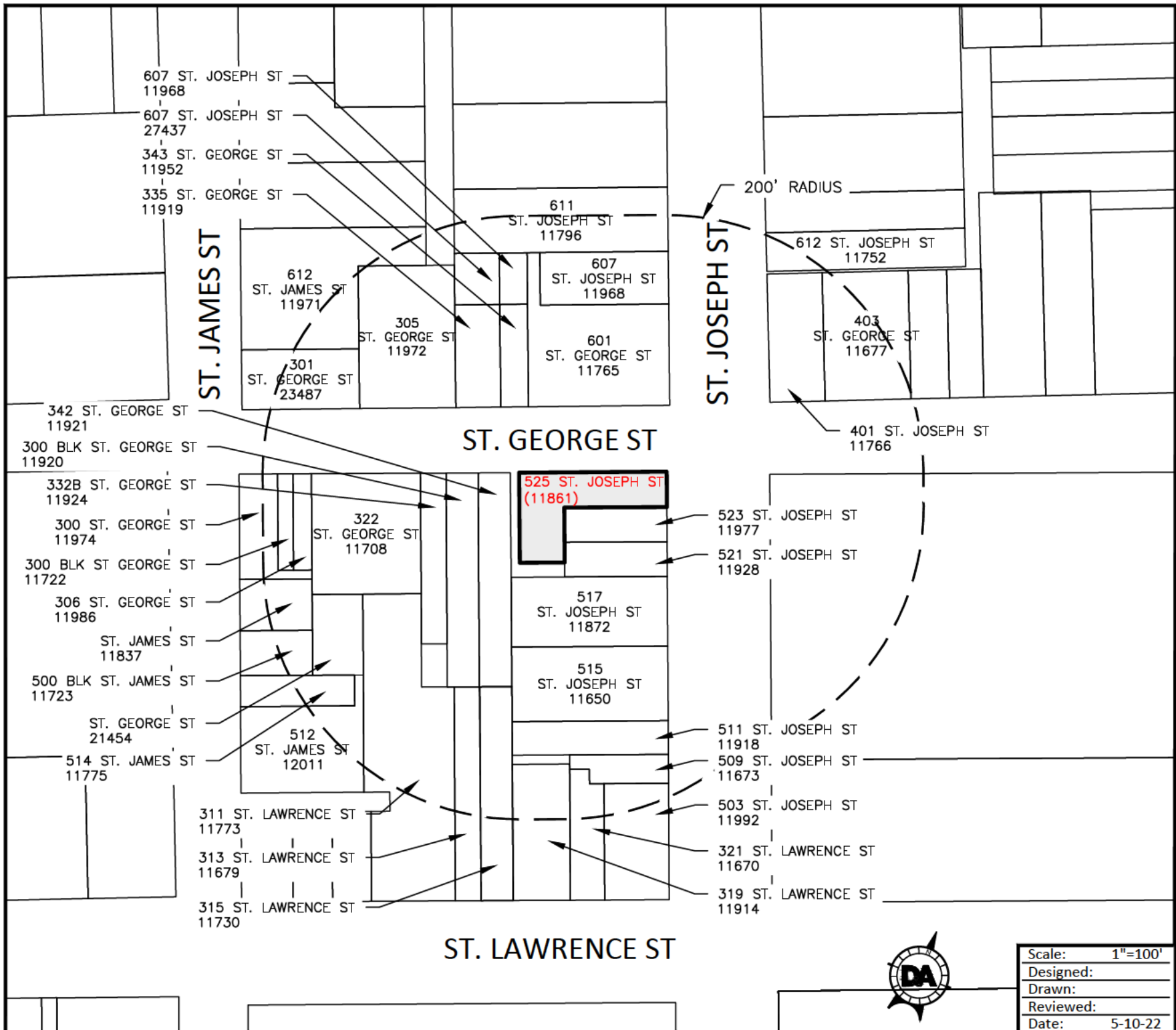
Saint George Street LLC  
403 St. George  
Gonzales, Texas 78629

Dement & Co  
221 St. Francis  
Gonzales, Texas 78629

Larry Edwards

206 St. Francis

Gonzales, Texas 78629



Scale: 1"=100'  
Designed:  
Drawn:  
Reviewed:  
Date: 5-10-22

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, TX 78735, Tel: (512)-583-2600  
www.doucetengineers.com  
TBPE Firm Number: 3937  
TBPLS Firm Number: 10105800

**EXHIBIT A**

**CITY OF GONZALES  
PROPERTY REZONE  
GONZALES, TX**

SHEET

1

OF XX

Project No.:  
189 1179-008

FINANCIAL REPORTS FOR FUNDS AS OF 05/31/2022

CASH & INVESTMENT BY FUND AS OF 05/31/2022

The final list of the end of the year journal entries were provided to staff on June 1, 2022 for budget year ending September 30, 2021 and will be entered by the next Council meeting. The check for the TJHRA has not been received yet, last year it was around \$118,000, so that will help the JB Wells fund deficit out that is shown.

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 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	194,747.65	2,257,584.18	83.85	0.00	434,880.82
402-FRANCHISE REVENUE	1,874,687.00	36,914.46	1,094,611.75	58.39	0.00	780,075.25
403-LICENSE/FEE/PERMITS	81,950.00	13,964.56	64,482.01	78.78	0.00	17,367.99
404-PARKS FEES REVENUE	301,485.00	36,295.77	202,754.81	67.25	0.00	98,730.19
405-MUNICIPAL COURT REVEN	46,115.00	8,450.85	42,486.17	92.13	0.00	3,628.83
406-MISCELLANEOUS REVENUE	2,588,050.00	26,146.76	2,402,425.67	92.83	0.00	185,624.33
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	12,000.00	0.00	8,297.99	69.15	0.00	3,702.01
409-OTHER FINANCING REVEN	1,004,328.96	0.00	11,255.50	1.12	0.00	993,073.46
410-TRANSFERS	2,857,618.00	0.00	1,663,361.47	58.21	0.00	1,194,256.53
*** TOTAL REVENUES ***	11,458,598.96	316,520.05	7,747,259.55	67.61	0.00	3,711,339.41
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	91,616.00	3,109.21	55,024.23	60.06	0.00	36,591.77
102-CITY MANAGER DEPART	175,509.00	11,898.64	113,356.04	64.59	0.00	62,152.96
103-COMMUNITY DEVELOPMENT	277,201.00	8,111.03	152,008.85	54.84	0.00	125,192.15
104-NON-DEPARTMENTAL	2,266,809.00	11,902.06	2,310,332.67	101.92	0.00	( 43,523.67)
105-MAIN STREET DEPARTMEN	74,531.00	6,956.96	40,811.61	66.83	9,000.00	24,719.39
106-ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
107-BUILDING MAINTENANCE	273,228.00	15,688.73	162,314.17	59.41	0.00	110,913.83
108-CITY SECRETARY DEP	138,211.00	7,785.96	77,749.44	56.25	0.00	60,461.56
109-FINANCE DEPARTMENT	287,040.00	16,569.68	208,772.81	72.73	0.00	78,267.19
110-HOTEL/MOTEL	0.00	0.00	0.00	0.00	0.00	0.00
201-PARKS DEPARTMENT	652,403.00	38,040.86	394,867.58	60.53	0.01	257,535.41
202-SWIMMING POOL DEPARTM	29,849.00	1,565.60	3,652.33	12.24	0.00	26,196.67
204-RECREATION DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
206-INDEPENDENCE GOLF CO	306,194.00	16,446.96	179,489.33	58.62	0.00	126,704.67
301-FIRE DEPARTMENT	1,506,743.00	75,624.39	938,646.79	63.03	11,022.78	557,073.43
501-POLICE DEPARTMENT	2,802,551.96	177,570.72	1,713,884.04	64.94	106,018.56	982,649.36
504-ANIMAL CONTROL DEPART	163,090.00	9,860.09	98,220.74	60.22	0.00	64,869.26
550-MUNICIPAL COURT DEPT.	113,156.00	5,635.51	66,365.54	58.65	0.00	46,790.46
602-AIRPORT DEPARTMENT	133,495.00	4,950.24	86,431.11	71.94	9,600.00	37,463.89
603-STREETS DEPARTMENT	2,074,665.00	30,835.46	648,010.82	31.25	297.82	1,426,356.36
650-LIBRARY DEPARTMENT	291,833.00	23,674.32	196,086.01	67.19	0.00	95,746.99
660-MUSEUM DEPARTMENT	165,588.00	5,367.01	69,120.34	41.74	0.00	96,467.66
*** TOTAL EXPENDITURES ***	11,823,712.96	471,593.43	7,515,144.45	64.71	135,939.17	4,172,629.34
** REVENUES OVER(UNDER) EXPENDITURES **	( 365,114.00)	( 155,073.38)	232,115.10	26.34-	( 135,939.17)	( 461,289.93)

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2022

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	33,566.50	322,344.35	48.50	0.00	342,275.65
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	664,620.00	33,566.50	322,344.35	48.50	0.00	342,275.65
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
203-JB WELLS PARK	906,861.00	177,669.59	595,347.39	65.65	{ 0.01}	311,513.62
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	906,861.00	177,669.59	595,347.39	65.65	{ 0.01}	311,513.62
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	{ 242,241.00}	{ 144,103.09}	{ 273,003.04}	112.70	0.01	30,762.03
	=====	=====	=====	=====	=====	=====

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 : M A Y 3 1 S T , 2 0 2 2

## 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	777,588.59	6,433,987.40	62.12	0.00	3,923,109.60
750-REVENUE COLLECTION	218,627.00	1,833.82	180,563.01	82.59	0.00	38,063.99
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	10,575,724.00	779,422.41	6,614,550.41	62.54	0.00	3,961,173.59
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,753,299.44	60,514.71	5,915,015.10	61.74	723,661.46	4,114,622.88
750-REVENUE COLLECTIONS	284,578.00	18,722.16	197,451.58	69.38	0.00	87,126.42
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	11,037,877.44	79,236.87	6,112,466.68	61.93	723,661.46	4,201,749.30
	-----	-----	-----	-----	-----	-----
** REVENUES OVER (UNDER) EXPENDITURES **	( 462,153.44 )	700,185.54	502,083.73	47.94	( 723,661.46 )	( 240,575.71 )
	-----	-----	-----	-----	-----	-----

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 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	240,570.56	1,719,288.72	68.34	0.00	796,511.28
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	2,515,800.00	240,570.56	1,719,288.72	68.34	0.00	796,511.28
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,140,554.00	49,481.97	1,117,466.19	52.89	14,624.96	1,008,462.85
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	2,140,554.00	49,481.97	1,117,466.19	52.89	14,624.96	1,008,462.85
	-----	-----	-----	-----	-----	-----
** REVENUES OVER (UNDER) EXPENDITURES **	375,246.00	191,088.59	601,822.53	156.48	( 14,624.96)	( 211,951.57)
	-----	-----	-----	-----	-----	-----

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 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	129,992.61	1,077,096.57	73.42	0.00	389,872.43
731-W/W CDBG PROJECT	720,917.00	0.00	26,368.12	3.66	0.00	694,548.88
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
*** TOTAL REVENUES ***	<u>2,187,886.00</u>	<u>129,992.61</u>	<u>1,103,464.69</u>	<u>50.44</u>	<u>0.00</u>	<u>1,084,421.31</u>
-----						
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,729,022.00	52,467.95	722,652.54	55.02	228,700.00	777,669.46
731-W/W CDBG PROJECT	1,617,945.00	1,400.00	29,625.48	1.83	0.00	1,588,319.52
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
*** TOTAL EXPENDITURES ***	<u>3,346,967.00</u>	<u>53,867.95</u>	<u>752,278.02</u>	<u>29.31</u>	<u>228,700.00</u>	<u>2,365,988.98</u>
-----						
** REVENUES OVER (UNDER) EXPENDITURES ** ( 1,159,081.00)	<u>                    </u>	<u>76,124.66</u>	<u>351,186.67</u>	<u>10.57-</u>	<u>( 228,700.00)</u>	<u>( 1,281,567.67)</u>
-----						

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 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	65,959.75	533,223.79	68.26	0.00	247,976.21
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	781,200.00	65,959.75	533,223.79	68.26	0.00	247,976.21
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	734,569.00	5,355.64	453,705.26	62.13	2,691.95	278,171.79
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	734,569.00	5,355.64	453,705.26	62.13	2,691.95	278,171.79
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	46,631.00	60,604.11	79,518.53	164.75	( 2,691.95)	( 30,195.58)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 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	352.42	70.48	0.00	147.58
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	500.00	0.00	352.42	70.48	0.00	147.58
	=====	=====	=====	=====	=====	=====
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	12,825.00	5.84	0.00	206,625.00
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	318,450.00	0.00	12,825.00	4.03	0.00	305,625.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	537,900.00	0.00	25,650.00	4.77	0.00	512,250.00
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	( 537,400.00)	0.00	( 25,297.58)	4.71	0.00	( 512,102.42)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S  
 FINANCIAL STATEMENT  
 AS OF: MAY 31ST, 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	0.00	1,172,590.43	92.91	0.00	89,459.57
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,262,050.00	0.00	1,172,590.43	92.91	0.00	89,459.57
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,247,700.00	0.00	985,919.99	79.02	0.00	261,780.01
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,247,700.00	0.00	985,919.99	79.02	0.00	261,780.01
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	14,350.00	0.00	186,670.44	300.84	0.00	( 172,320.44)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 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	32,034.29	372,666.23	122.95	0.00	( 69,566.23)
812-MEMORIAL MUSEUM	3,580.00	1.45	2,116.75	59.13	0.00	1,463.25
813-FORFEITURES	110.00	0.00	97.76	88.87	0.00	12.24
814-MUNICIPAL COURT	1,820.00	0.00	1,183.05	65.00	0.00	636.95
815-ROBERT L BROTHERS	380.00	0.00	325.43	85.64	0.00	54.57
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	308,990.00	32,035.74	376,389.22	121.81	0.00	( 67,399.22)
	-----	-----	-----	-----	-----	-----
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	11,310.00	234,464.41	46.66	0.00	267,983.74
812-MEMORIAL MUSEUM	34,000.00	0.00	1,480.72	4.36	0.00	32,519.28
813-FORFEITURES	21,000.00	0.00	0.00	0.00	0.00	21,000.00
814-MUNICIPAL COURT	17,500.00	47.65	8,860.05	50.63	0.00	8,639.95
815-ROBERT L BROTHERS	32,200.00	37.70	8,519.82	26.46	0.00	23,680.18
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	607,148.15	11,395.35	253,325.00	41.72	0.00	353,823.15
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	( 298,158.15)	20,640.39	123,064.22	41.27-	0.00	( 421,222.37)
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CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 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	39.44	0.00	0.00	( 39.44)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	0.00	0.00	39.44	0.00	0.00	( 39.44)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
CAPITAL PROJECTS-GOV	28,075.00	0.00	385,739.22	373.96	0.00	( 357,664.22)
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	28,075.00	0.00	385,739.22	373.96	0.00	( 357,664.22)
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	( 28,075.00)	0.00	( 385,699.78)	373.82	0.00	357,624.78
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 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	91,602.73	664,207.17	73.88	0.00	234,792.83
*** TOTAL REVENUES ***	899,000.00	91,602.73	664,207.17	73.88	0.00	234,792.83
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,987,332.00	18,647.01	878,854.52	44.31	1,700.82	1,106,776.66
*** TOTAL EXPENDITURES ***	1,987,332.00	18,647.01	878,854.52	44.31	1,700.82	1,106,776.66
** REVENUES OVER (UNDER) EXPENDITURES **	( 1,088,332.00)	72,955.72	( 214,647.35)	19.88	( 1,700.82)	( 871,983.83)

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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100-GENERAL FUND

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CASH

100 1-001.000	CASH - GENERAL FUND	1,300,619.86	
100 1-001.501	CASH-GENERAL FUND RBFCU	62,443.14	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	98,160.91	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	

TOTAL CASH		1,461,223.91	
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INVESTMENTS

100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		225,198.84
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		19,863.86
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00

TOTAL INVESTMENTS			245,062.70
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POOLED INVESTMENTS

100 1-104.002	TEXPOOL- GENERAL FUND		1,773,560.65
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			1,773,560.65
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TOTAL 100-GENERAL FUND		1,461,223.91	2,018,623.35
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203-JB WELLS FUND

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CASH

203 1-001.000	CASH - JB WELLS	( 421,384.91)	
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TOTAL CASH		( 421,384.91)	
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TOTAL 203-JB WELLS PARK FUND		( 421,384.91)	0.00
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210-ELECTRIC FUND

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CASH

210 1-001.000	CASH - ELECTRIC FUND	455,445.53	
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	

## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2022

MAY 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
210 1-001.606	CASH CUSTOMER METER DEPOSIT	249,360.02	
		-----	
TOTAL CASH		704,805.55	
<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		281,582.76
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			281,582.76
<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		1,983,564.87
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
			-----
TOTAL POOLED INVESTMENTS			1,983,564.87
		-----	
TOTAL 210-ELECTRIC FUND		704,805.55	2,265,147.63

220-WATER FUND

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<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	1,250,996.07	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	34,364.00	
		-----	
TOTAL CASH		1,285,360.07	
<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		752,294.68
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL		0.00
			-----
TOTAL POOLED INVESTMENTS			752,294.68
		-----	
TOTAL 220-WATER FUND		1,285,360.07	752,294.68

## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2022

MAY 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>230-WASTEWATER FUND</u>			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	1,026,050.74	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	3,014.00	
		-----	
TOTAL CASH		1,029,064.74	
<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		282,440.15
			-----
TOTAL INVESTMENTS			282,440.15
<u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		509,507.27
230 1-104.003	TEXPOOL-CORONAVIRUS LOCAL FIS		935,661.12
			-----
TOTAL POOLED INVESTMENTS			1,445,168.39
		-----	-----
TOTAL 230-WASTEWATER FUND		1,029,064.74	1,727,608.54
<u>240-SOLID WASTE</u>			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	119,548.39	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	
		-----	
TOTAL CASH		119,548.39	
<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		119,548.39	0.00

## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2022

MAY 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
250-DSF PROPRIETARY			
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<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	
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<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		254,266.86
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		353,318.75
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		0.00
			-----
	TOTAL POOLED INVESTMENTS		607,585.61
		-----	
	TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	607,585.61
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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	405,476.00	
		-----	
	TOTAL CASH	405,476.00	
		-----	
	TOTAL 400-DSF GOVERNMENT ACTIVITIES	405,476.00	0.00
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500-RESTRICTED USE FUNDS			
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## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2022

MAY 31ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	( 4,855.63)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	717,411.10	
500 1-001.503	CASH - MUSEUM FUNDS	31,105.79	
500 1-001.504	CASH - FORFEITURES	24,189.23	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	7,312.12	
500 1-001.506	CASH - MUN CRT SECURITY	22,322.14	
500 1-001.507	CASH - MUN CRT TECH	787.08	
500 1-001.508	CASH - SPECIAL EXPENSE	7,166.09	
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	74,988.17	
TOTAL CASH		880,426.09	
TOTAL 500-RESTRICTED USE FUNDS		880,426.09	0.00

## 575-CAPITAL PROJECTS-GOV

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<u>CASH</u>			
575 1-001.000	CASH-CONTROL ACCT	0.00	
TOTAL CASH		0.00	
<u>POOLED INVESTMENTS</u>			
575 1-104.101	CASH-CO SERIES 19 CIP STREET		8,796.67
TOTAL POOLED INVESTMENTS			8,796.67
TOTAL 575-CAPITAL PROJECTS-GOV.		0.00	8,796.67

## 700-COMPONENT UNIT

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<u>CASH</u>			
700 1-001.000	CASH -CONTROL ACCOUNT	( 4,355.56)	
700 1-001.101	CASH - ECONOMIC DEV CORP	3,265,022.44	
TOTAL CASH		3,260,666.88	
<u>INVESTMENTS</u>			
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		3,260,666.88	0.00

## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2022

MAY 31ST, 2022

FUND-ACCT.	NO.	ACCOUNT NAME
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CASH

## INVESTMENTS

FUND TOTAL OTHER INVESTMENTS

809,085.61

FUND TOTAL POOLED INVESTMENTS

6,570,970.87

TOTAL CASH AND INVESTMENTS

8,725,186.72

7,380,056.48

\*\*\* END OF REPORT \*\*\*