

**CITY OF GONZALES, TEXAS  
CALLED CITY COUNCIL MEETING  
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET  
AGENDA –JUNE 21, 2022 4:30 P.M.**

**CALL TO ORDER**

**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.

**ACTION ITEMS**

- 1.1 Discuss, Consider & Possible Action on **Resolution #2022-59** Canvassing the Returns and Officially declaring the results of the June 14, 2022 City of Gonzales Mayoral Runoff Election
- 1.2 Issuance of the Certificate of Election and Swearing in of City of Gonzales Mayor Steve Sucher
- 1.3 Discuss, Consider & Possible Action on **Resolution #2022-60** Accepting the Proposals and Awarding the Contract for the 2021 Sidewalk Improvement Plans to M&C Fonseca Construction Co., Inc

**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 Discuss, Consider & Possible Action on **Resolution #2022-61** Approving a termination of original agreement by and between the Gonzales Economic Development Corporation and Arnulfo and Ruth Guerra, D/B/A A. Guerra Enterprise, LLC, A Texas Limited Liability Company
- 2.2 Discuss, Consider & Possible Action on **Resolution #2022-62** Approving a termination of original agreement by and between the Gonzales Economic Development Corporation and Arnulfo And Ruth Guerra, D/B/A Sleep Inn & Suites

- 2.3 Discuss, Consider & Possible Action on **Resolution #2022-63** Authorizing and approving the Gonzales Economic Development Corporation, A Type B Economic Development Corporation and a Texas Non-Profit Corporation, to Execute a Commercial Real Estate Sales Contract and any and all documents necessary to Acquire Block 33, Lot Pt 2, Gonzales Blocks Addition, an addition to the City of Gonzales, Gonzales County, Texas, and Generally Located at 510 Saint Paul Street, Gonzales, Texas

## **RECESS**

## **JOINT CITY COUNCIL AND GONZALES ECONOMIC DEVELOPMENT CORPORATION MEETING**

**Call the City Council to order (Mayor Sucher)**  
**Call GEDC to order (Board President)**

**CLOSED SESSION OF CITY COUNCIL AND GONZALES ECONOMIC DEVELOPMENT CORPORATION. BOTH THE CITY COUNCIL AND GONZALES ECONOMIC DEVELOPMENT CORPORATION MAY MEET JOINTLY AND/OR SEPARATELY IN CLOSED SESSION WITH THEIR RESPECTIVE LEGAL COUNSEL TO DELIBERATE THE FOLLOWING MATTERS**

- 3.1 (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 2022-6

## **RETURN TO OPEN SESSION**

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

## **ADJOURN:**

**Adjourn the City Council (Mayor Sucher)**  
**Adjourn GEDC (Board President)**

## **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 21, 2022 agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 17<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 on Resolution #2022-59 Canvassing the Returns and Officially Declaring the Results of the June 14, 2022 City of Gonzales Mayoral Runoff Election

**DATE: June 21, 2022**

## **TYPE AGENDA ITEM:**

Resolution

## **BACKGROUND:**

The Charter of the City of Gonzales states in Section 5.07 that the Election Judges shall conduct the elections, determine, record and report the results as provided by general election laws of Texas within five days or as soon as practical after an election. The City Council shall meet, open the returns, canvass and officially declare the results of the election as to candidates and propositions and issue certificates of election to candidates elected as herein before provided.

Election Code Section 67.003 states that each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the eleventh day after election day and not earlier than the third day after election day or the date on which all ballots have been received and verified.

During the June 14, 2022 Mayor Runoff Election the candidates received the following votes:

<b>CANDIDATE</b>	<b>Early Voting</b>	<b>Absentee</b>	<b>Election Day</b>	<b>TOTAL VOTES</b>
S.H. "Steve" Sucher	331	32	181	544
Isaac Anzaldua	289	18	186	493
Total Votes Counted	620	50	367	1037

## **POLICY CONSIDERATIONS:**

The Canvassing process is consistent with Texas Election Code Section 67.003.

## **FISCAL IMPACT:**

N/A

## **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

**RESOLUTION NO. 2022-59**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS CANVASSING THE RETURNS AND OFFICIALLY DECLARING THE RESULTS OF THE JUNE 14, 2022 CITY OF GONZALES MAYORAL RUNOFF ELECTION; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, Election Code Section 67.003 states that each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority’s presiding officer not later than the 11<sup>th</sup> day after election day and not earlier than the third day after election day; and

**WHEREAS**, on June 14, 2022 the said election was duly and legally held in conformity with the election laws of the state of Texas, and

**WHEREAS**, the City Council of the City of Gonzales, Texas canvassed the election returns on June 21, 2022 and hereby declare the result of such runoff election.

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

Section 1. The foregoing recitals and legislative findings are hereby incorporated and made an effective and enforceable part of this Resolution.

Section 2. A total of ballots cast for the runoff election during early voting for Mayor were 620 by personal appearance, 50 absentee ballots, and 367 votes were cast on Election Day. Total number of votes cast for Mayor in this election was 1037.

Section 3. The City Council of the City of Gonzales, Texas hereby finds that the results of the runoff election as set forth below reflect the reported votes, and the canvass of votes is hereby approved.

<b>CANDIDATE</b>	<b>Early Voting</b>	<b>Absentee</b>	<b>Election Day</b>	<b>TOTAL VOTES</b>
S.H. “Steve” Sucher	331	32	181	544
Isaac Anzaldua	289	18	186	493
Total Votes Counted	620	50	367	1037

Section 4. The City Council of the City of Gonzales, Texas hereby declares S.H. “Steve” Sucher elected to the office of Mayor.

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

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

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

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

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

**PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristina Vega, City Secretary

Summary Results Report  
2022 Special Election  
June 14, 2022

OFFICIAL RESULTS

Gonzales County

City of Gonzales, Mayor

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
S.H. "Steve" Sucher	544	32	331	181
Isaac Anzaldua	493	18	289	186

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-60 Accepting the Proposals and Awarding the Contract for the 2021 Sidewalk Improvement Plans to M&C Fonseca Construction Co., Inc.

**DATE: June 21, 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. 2022-60**

**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 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 21<sup>st</sup> day of June, 2022.**

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Mayor, S.H. Sucher

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 #2022-61 Approving a Termination of Original Agreement by and Between the Gonzales Economic Development Corporation and Arnulfo and Ruth Guerra, D/B/A A. Guerra Enterprise, LLC, and Providing for an Immediate Effective Date.

**DATE: June 21, 2022**

**Type Agenda Item**

Resolution

**BACKGROUND:**

At its May 27, 2022, meeting, the GEDC board of directors made a motion to act on the outstanding loan agreement with Arnulfo and Ruth Guerra, A. Guerra Enterprise, LLC, a Texas limited liability company, in reference to outstanding loans on the Sleep Inn & Suites and Holiday Inn Express.

The Holiday Inn Express has an original loan amount of \$360,000. The current unpaid balance is \$200,290.63. The GEDC have an agreement with the Developer to repay \$100,000 of the unpaid balance by September 30, 2022. Once the \$100,000 have been paid, the loan, all original agreements, and all amendments will be terminated.

**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.

**FISCAL IMPACT:**

The GEDC will recoup \$100,000 in funds from the outstanding loan.

**ATTACHMENTS:**

Termination of Loan Agreement and Amendments-Holiday Inn Express

**STAFF RECOMMENDATIONS:**

Staff recommends City Council to act as deemed necessary.

**RESOLUTION NO. 2022-61**

**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 ARNULFO AND RUTH GUERRA, D/B/A A. GUERRA ENTERPRISE, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, on or about January 29, 2013, 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 Arnulfo and Ruth Guerra were required to repay the loan consistent with the terms of the Original Agreement; and

**WHEREAS**, pursuant to the terms of the Original Agreement Arnulfo and Ruth Guerra were required to repay a loan in the amount of **Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00)**; and

**WHEREAS**, Arnulfo and Ruth Guerra with the payment of One Hundred Thousand and No/100 Dollars (\$100,000.00) to GEDC will have repaid an amount equal to or exceeding fifty percent (50%) of the original loan amount; and

**WHEREAS**, the GEDC and Arnulfo and Ruth Guerra now desire to terminate the Original Agreement and any amendments related thereto consistent with the terms of the Termination Agreement, a copy of which is attached hereto as *Exhibit A*.

**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 Arnulfo and Ruth Guerra, 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 21<sup>st</sup> day of June, 2022.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

## 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 **ARNULFO AND RUTH GUERRA**, d/b/a A. Guerra Enterprise, LLC, a Texas limited liability company (hereinafter referred to as the “Developer”).

### RECITALS:

**WHEREAS**, on or about January 29, 2013, 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**, 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 **Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00)** (the “Repayable Loan”), and Section 5(b) of the Original Agreement provided that Forty Thousand and No/100 Dollars (\$40,000.00) of an original Fifty Thousand and No/100 Dollars (\$50,000.00) concerning the Sleep Inn and Suites Hotel (the “Forgivable Loan”) was forgiven; and

**WHEREAS**, the Developer has a current unpaid balance of **Two Hundred Thousand Two Hundred Ninety and 63/100 Dollars (\$200,290.63)** on the Repayable Loan; and

**WHEREAS**, GEDC and Developer covenant and agree when Developer has paid the sum of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** to GEDC the Original Agreement with any amendments to said agreement shall terminate and neither party shall have any remaining obligation to the other party under the Original Agreement, and amendments thereto, the Repayable Loan or Forgivable Loan (which was previously forgiving).

**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, the Repayable Loan, and the Forgivable Loan by and between the GEDC and Developer are hereby terminated upon Developer's payment of the sum of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** to the GEDC.
- (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, the Repayable Loan, and the Forgivable Loan upon Developer's payment of the sum of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** to the GEDC.
- (c) In the event the Developer has not paid the sum of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** to the GEDC by **September 30, 2022**, this Termination Agreement shall terminate and have no effect by and between the parties, and the Original Agreement, and amendments thereto, and the Repayable Loan shall remain in full force and effect.

**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:**

**ARNULFO GUERRA**

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

**RUTH GUERRA**

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

**COUNCIL AGENDA  
ITEM BRIEFING DATA**



**AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-62 Approving a Termination of Original Agreement by and between the Gonzales Economic Development Corporation and Arnulfo and Ruth Guerra, d/b/a Sleep Inn & Suites, and Providing for an Immediate Effective Date.

**DATE: June 21, 2022**

**Type Agenda Item**

Resolution

**BACKGROUND:**

At its May 27, 2022, meeting, the GEDC board of directors made a motion to act on the outstanding loan agreement with Arnulfo and Ruth Guerra, A. Guerra Enterprise, LLC, a Texas limited liability company, in reference to outstanding loans on the Sleep Inn & Suites and Holiday Inn Express.

The Sleep Inn & Suites has an original loan amount of \$200,000. The current unpaid balance is \$28,570.38. The GEDC and Developer have an agreement that once the unpaid balance is paid in full by September 30, 2022, the loan, and all original agreements as well as all amendments will be terminated.

**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.

**FISCAL IMPACT:**

The GEDC will recoup \$28,570.38 in funds from the outstanding loan.

**ATTACHMENTS:**

Termination of Loan Agreement and Amendments-Sleep Inn Suites

**STAFF RECOMMENDATIONS:**

Staff recommends City Council to act as deemed necessary.

**RESOLUTION NO. 2022-62**

**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 ARNULFO AND RUTH GUERRA, d/b/a SLEEP INN & SUITES, 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 29, 2008, the GEDC and Arnulfo and Ruth Guerra (hereinafter referred to as the “Developer”) entered into the original Economic Development Program Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to construct and operate the Sleep Inn & Suites Hotel; and

**WHEREAS**, on or about April 11, 2017, the Board of Directors of the GEDC approved an amendment to the Original Agreement modifying the terms of repayment of the \$200,000.00 loan under the Original Agreement by the Developer (hereinafter referred to as the “First Amendment”); and

**WHEREAS**, pursuant to the terms of the Original Agreement as amended by the First Amendment Developer was required to repay the loan consistent with the terms of the Original Agreement as amended by the First Amendment; and

**WHEREAS**, pursuant to the terms of the Original Agreement Developer was required to repay a loan in the amount of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** (the “Repayable Loan”); and

**WHEREAS**, the Developer has a current unpaid balance of **Twenty-Eight Thousand Five Hundred Seventy and 38/100 Dollars (\$28,570.38)** on the Repayable Loan; and

**WHEREAS**, GEDC and Developer covenant and agree when Developer has paid the sum of **Twenty-Eight Thousand Five Hundred Seventy and 38/100 Dollars (\$28,570.38)** to GEDC the Original Agreement, the First Amendment, with any other amendments to said agreement shall terminate and neither party shall have any remaining obligation to the other party under the Original Agreement, First Amendment, and any other amendments thereto, and the Repayable Loan; and

**WHEREAS**, the GEDC and Arnulfo and Ruth Guerra now desire to terminate the Original Agreement and any amendments related thereto consistent with the terms of the Termination Agreement, a copy of which is attached hereto as *Exhibit A*.

**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 and any amendments related thereto consistent with the terms of the Termination Agreement by and between the Gonzales Economic Development Corporation and Arnulfo and Ruth Guerra, 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 21<sup>st</sup> day of June, 2022.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

***Exhibit A***

[Termination of Original 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 **ARNULFO AND RUTH GUERRA**, d/b/a Sleep Inn & Suites (hereinafter referred to as the “Developer”).

### RECITALS:

**WHEREAS**, on or about July 29, 2008, the GEDC and Developer entered into the original Economic Development Program Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to construct and operate the Sleep Inn & Suites Hotel; and

**WHEREAS**, on or about April 11, 2017, the Board of Directors of the GEDC approved an amendment to the Original Agreement modifying the terms of repayment of the \$200,000.00 loan under the Original Agreement by the Developer (hereinafter referred to as the “First Amendment”); and

**WHEREAS**, pursuant to the terms of the Original Agreement as amended by the First Amendment Developer was required to repay the loan consistent with the terms of the Original Agreement as amended by the First Amendment; and

**WHEREAS**, pursuant to the terms of the Original Agreement Developer was required to repay a loan in the amount of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** (the “Repayable Loan”); and

**WHEREAS**, the Developer has a current unpaid balance of **Twenty-Eight Thousand Five Hundred Seventy and 38/100 Dollars (\$28,570.38)** on the Repayable Loan; and

**WHEREAS**, GEDC and Developer covenant and agree when Developer has paid the sum of **Twenty-Eight Thousand Five Hundred Seventy and 38/100 Dollars (\$28,570.38)** to GEDC the Original Agreement, the First Amendment, with any other amendments to said agreement shall terminate and neither party shall have any remaining obligation to the other party under the Original Agreement, First Amendment, and any other amendments thereto, and the Repayable Loan.

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

### **SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this 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, First Amendment, and any other amendments thereto, and the Repayable Loan by and between the GEDC and Developer are hereby terminated upon Developer's payment of the sum of **Twenty-Eight Thousand Five Hundred Seventy and 38/100 Dollars (\$28,570.38)** to the GEDC.
- (b) GEDC and Developer covenant and agree that each party shall have no further obligation to the other party under the Original Agreement, First Amendment, and any other amendments thereto, and the Repayable Loan upon Developer's payment of the sum of **Twenty-Eight Thousand Five Hundred Seventy and 38/100 Dollars (\$28,570.38)** to the GEDC.
- (c) In the event the Developer has not paid the sum of **Twenty-Eight Thousand Five Hundred Seventy and 38/100 Dollars (\$28,570.38)** to the GEDC by **September 30, 2022**, this Termination Agreement shall terminate and have no effect by and between the parties, and the Original Agreement, First Amendment, and any other amendments thereto, and the Repayable Loan shall remain in full force and effect.

**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:**

**ARNULFO GUERRA**

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

**RUTH GUERRA**

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

## **COUNCIL AGENDA ITEM BRIEFING DATA**



**DATE: June 21, 2022**

## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2022-63 Authorizing and approving the Gonzales Economic Development Corporation, a Type B Economic Development Corporation and a Texas Non-Profit Corporation, to Execute a Commercial Real Estate Sales Contract and any and all documents necessary to acquire Block 33, Lot Pt 2, Gonzales Blocks Addition, an Addition to the City of Gonzales, Gonzales County, Texas, and Generally Located at 510 Saint Paul Street, Gonzales, Texas

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

At its May 23<sup>rd</sup>, 2022, meeting the GEDC unanimously approved awarding Lisa Grove with Phyllis Browning Co. the contract for Third-party real estate broker to market and sell Gonzales Economic Development Corporation property-Lynn Theatre.

The GEDC originally received three (3) proposals. The proposals were scored, and the scores were as follows; Phyllis Browning Co. 100%, Jackson Properties 85%, and Garen Shae Reese 65%.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

Once the property sells the GEDC will receive the funds from the sale as well as the third-party broker receiving a six (6) percent commission.

### **ATTACHMENTS:**

Proposal from Phyllis Browning Co.  
Third-Party Brokerage Proposal Official Scoring Sheet  
All other proposals available in the GEDC office upon request

### **STAFF RECOMMENDATIONS:**

Staff recommends the City Council to award the contract to highest scoring proposal.

**RESOLUTION NO. 2022-63**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING AND APPROVING THE GONZALES ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION AND A TEXAS NON-PROFIT CORPORATION, TO EXECUTE A COMMERCIAL REAL ESTATE SALES CONTRACT AND ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE BLOCK 33, LOT PT 2, GONZALES BLOCKS ADDITION, AN ADDITION TO THE CITY OF GONZALES, GONZALES COUNTY, TEXAS, AND GENERALLY LOCATED AT 510 SAINT PAUL STREET, GONZALES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, City Council of the City of Gonzales, Texas, authorizes and approves that the Gonzales Economic Development Corporation, a Type B economic development corporation, and a Texas non-profit corporation (hereinafter referred to as the “GEDC”), execute a Commercial Real Estate Listing Agreement Exclusive Right to Sell Agreement, a copy of which is attached hereto as *Exhibit A* of this Resolution, and any and all real estate closing documents necessary for the GEDC to acquire Block 33, Lot PT 2, Gonzales Blocks Addition, an addition to the City of Gonzales, Gonzales County, Texas, and generally located at 510 St. Paul Street, City of Gonzales, Gonzales County, Texas (hereinafter referred to as the “Property”).

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City Council of the City of Gonzales, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Gonzales, Texas, does hereby authorize the GEDC President and/or Executive Director to execute the Commercial Real Estate Listing Agreement Exclusive Right to Sell Agreement, a copy of which is attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes, and any and all real estate closing documents necessary for GEDC to acquire the Property, and authorizes GEDC President, staff, and officers to take all actions necessary under said Farm and Ranch Contract.

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 21<sup>st</sup> day of June, 2022.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

*Exhibit A*

[Commercial Real Estate Listing Agreement  
Exclusive Right to Sell Agreement]

510 St. Paul Street



COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Gonzales Economic Development Corp.

Address: PO Box 547

City, State, Zip: Gonzales, Tx. 78629

Phone: (830)672-2815

Fax:

E-Mail: gedc@gonzales.texas.gov

Broker: Phyllis Browning Company

Address: 6061 Broadway

City, State, Zip: San Antonio, TX 78209

Phone: (210)824-7878

Fax: (210)857-7085

E-Mail: lgrove@phyllisbrowning.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 510 St. Paul

City: Gonzales

County: Gonzales

Zip: 78629

Legal Description (Identify exhibit if described on attachment): Block 33, Lot PT 2

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

**3. LISTING PRICE:**

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 499,000.00  
Four Hundred Ninety-Nine Thousand  
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except n/a

**4. TERM:**

- A. This Listing begins on June 10, 2022 and ends at 11:59 p.m. on June 9, 2023. Seller may terminate this Listing on notice to Broker any time after June 10, 2022.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

**5. BROKER'S FEE:**

A. Fee: When earned and payable, Seller will pay Broker a fee of:

- (1) 6.000 % of the sales price.
- (2) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
- (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
- (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
- (5) Seller breaches this Listing.

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Fees:

(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

(a) n/a % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease:  expense reimbursements; and  n/a .

(b) n/a \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ .

(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

(a) n/a % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term:  expense reimbursements based on initial amounts  \_\_\_\_\_ ;

(b) n/a % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term:  expense reimbursements based on initial amounts  \_\_\_\_\_ ; or

(c) n/a \_\_\_\_\_ .

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: any special marketing that goes over and above Phyllis Browning standard. Any special marketing to be approved in writing by Seller prior to ordering. \_\_\_\_\_  
\_\_\_\_\_ .

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 14 days.

- (2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.
- (4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Gonzales County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

*NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.*

**6. EXCLUSIONS:**

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before n/a to any of the following persons: n/a (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) n/a % of the sales price if Seller sells the Property;
- (2) n/a % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease:  expense reimbursements;  n/a; and
- (3) n/a

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker  will  will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

**7. ACCESS TO THE PROPERTY:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

**8. COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.









