

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

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

CITY EVENTS AND ANNOUNCEMENTS

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

HEARING OF RESIDENTS

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

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

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

PRESENTATION

- 1.1 Vince Ortiz, Center Manager will provide the Victoria College 2021-2022 Annual Report to the Gonzales City Council on the operations of the Gonzales Center

PROCLAMATIONS

- 2.1 Domestic Violence Awareness Month 2022-October 2022
- 2.2 Manufacturing Day-October 7, 2022

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 September 8, 2022 Regular Meeting, September 12, 2022 Called Joint Meeting & September 26, 2022 Special Called Meeting

- 3.2 Discuss, Consider & Possible Action on **Resolution #2022-101** Approving the 2022 Final Tax Roll for the City of Gonzales
- 3.3 Discuss, Consider & Possible Action on **Resolution #2022-102** Authorizing the designation of individuals as authorized signatories and removing all others for all accounts in the City of Gonzales' name with all financial institutions
- 3.4 Discuss, Consider & Possible Action on **Resolution #2022-103** Approving the City of Gonzales 2023 Holiday Schedule
- 3.5 Discuss, Consider & Possible Action on **Resolution #2022-104** Authorizing the Interim City Manager to Enter into an Agreement with Gonzales Dog Adoptions
- 3.6 Discuss, Consider & Possible Action on **Resolution #2022-105** Authorizing the Interim City Manager to Enter into an Agreement with Friends of Gonzales Animal Shelter
- 3.7 Discuss, Consider & Possible Action on **Resolution #2022-106** Authorizing the Expenditure in an amount not to exceed \$3,000.00 to Norma's House, Gonzales Regional Children's Advocacy Center, Inc. from the Restricted Use Municipal Court Child Safety Fund
- 3.8 Discuss, Consider & Possible Action on **Resolution #2022-107** Authorizing the Interim City Manager to Execute Contracts between the City of Gonzales and the Gonzales County Mental Health Advisory Board, Inc. and Gonzales County Senior Citizens Association, Inc.
- 3.9 Discuss, Consider & Possible Action on **Resolution #2022-108** Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and Preservation Gonzales, Inc. for Historical Preservation
- 3.10 Discuss, Consider & Possible Action on **Resolution #2022-109** Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and Gonzales Crystal Theater, Inc. for Historical Preservation and the Encouragement, Promotion, Improvement, and Application of the Arts
- 3.11 Discuss, Consider & Possible Action on **Resolution #2022-110** Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and The Edwards Association for Historical Preservation
- 3.12 Discuss, Consider & Possible Action on **Resolution #2022-111** Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and Gonzales County Restoration Association dba Gonzales Pioneer Village for Historical Preservation
- 3.13 Discuss, Consider & Possible Action on **Resolution #2022-112** Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and Gonzales Chapter Daughters of the Republic of Texas for Historical Preservation

- 3.14 Discuss, Consider & Possible Action on **Resolution #2022-113** Approving a termination of original agreement by and between the Gonzales Economic Development Corporation and Arberia, LLC, a Texas Limited Liability Company, DBA La Bella Tavala, Come and Take It Bar and Grill
- 3.15 Discuss, Consider & Possible Action on **Resolution #2022-114** Approving a Performance agreement between the Gonzales Economic Development Corporation and the Gonzales Main Street
- 3.16 Discuss, Consider & Possible Action on **Resolution #2022-115** Approving a Performance Agreement by and between the City of Gonzales, Texas, and Gonzales Economic Development Corporation concerning upgrades to the Gonzales Memorial Museum, generally located at 414 Smith Street
- 3.17 Discuss, Consider & Possible Action on **Resolution #2022-116** Accepting the Proposals and Awarding the Contract for the Gonzales Memorial Museum Restoration Underground Crawlspace Project to Hodges Construction Services
- 3.18 Discuss, Consider & Possible Action on **Resolution #2022-117** Approving a Type B Economic Development Agreement by and Between the Gonzales Economic Development Corporation and City of Gonzales, Texas, authorized pursuant to section 505.158 of the Texas Local Government Code for the matching grant moneys for the EDC Water Tower Project in the amount of \$84,000.00

OTHER BUSINESS

- 4.1 Discussion, Consideration and recommendations to provide direction to staff regarding the Butterfly Garden improvements and downtown beautification

RESOLUTIONS

- 5.1 Discuss, Consider & Possible Action on **Resolution #2022-118** Rescheduling the January 12, 2023 Regular City Council Meeting to another date in January 2023
- 5.2 Discuss, Consider & Possible Action on **Resolution #2022-119** Authorizing the Purchase of a Fire Engine and Related Equipment for the Fire Department and Authorizing the Interim City Manager to Execute the Purchase Agreement and all necessary documents
- 5.3 Discuss, Consider & Possible Action on **Resolution #2022-120** Authorizing the Interim City Manager to execute the financing agreements with Kinloch Equipment and Supply, Inc. for the Mile after Mile Lease Proposal of a 2023 Freightliner M-2 106 Non-CDL Broom Bear Street Sweeper
- 5.4 Discuss, Consider & Possible Action on **Resolution #2022-121** Accepting the Proposals and Awarding the Contract for the 2021 Sidewalk Improvement Plans to Diamond X Contracting, Inc
- 5.5 Discuss, Consider & Possible Action on **Resolution #2022-122** Accepting the Proposals and Awarding the contract for the 2022 Street Improvement Plans to Diamond X Contracting Inc.

- 5.6 Discuss, Consider & Possible Action on **Resolution #2022-123** Issuing a Change Order to the contract with Diamond X Contracting, Inc. for the 2022 Street Improvement Projects to reduce the amount of the contract by \$504,753.69
- 5.7 Discuss, Consider & Possible Action on **Resolution #2022-124** Authorizing the Appointments and Reappointments to the Airport Advisory Board, Gonzales Convention & Visitors Bureau, Gonzales Economic Development Corporation, Gonzales Golf Course Advisory Board, JB Wells Park Advisory Board, Gonzales Library Board, Main Street Advisory Board, Museum Advisory Board, Planning & Zoning Commission, and Zoning Board of Adjustment & Sign Control Board
- 5.8 Discuss, Consider & Possible Action on **Resolution #2022-125** Authorizing the Gonzales Junior High Athletics the Permission to close the 400 Block of St. Paul Street, and 400 Block of Smith Street and Hold the GJHS Veteran's Day Color Run/Walk on November 11, 2022
- 5.9 Discuss, Consider & Possible Action on **Resolution #2022-126** Authorizing JB Wells staff to organize and hold a Spooky Trail Event on Santa Anna Mound on October 28-30, 2022

ORDINANCES

- 6.1 Public Hearing, Discussion & Possible Action on **Ordinance #2022-18** Readopting the Curfew for Minors Ordinance Article 8.500 of the City of Gonzales Code of Ordinances
- 6.2 Discuss, Consider & Possible Action on **Ordinance #2022-19** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2021 and Ending September 30, 2022; General Fund: Moving Funds from Non Departmental to Main Street for \$13,047 in Expenses
- 6.3 Discuss, Consider & Possible Action on **Ordinance #2022-20** Amending Article 9.300 Boards, Commissions and Committees; Section 9.303 Gonzales Convention and Visitor Bureau (c) Membership reducing the number of board members from 9 to 7 and (d) Term to remove the month of appointment

STAFF/BOARD REPORTS

- 7.1 Financial Report for the month of September 2022
- 7.2 Interim City Manager, Tim Crow will update the City Council on the following:
- District 2 Clean-up
 - National Night Out
 - Timeline on Capital Improvement Projects
 - Recently Completed Projects
 - Projects Currently in Process
 - Upcoming Projects

CLOSED SESSION

8.1 (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) Discussion on the structuring of the search process to fill the City Manager vacancy

RETURN TO OPEN SESSION

9.1 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 October 13, 2022, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 10th day of October, 2022 at 6:00 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.

Kristina Vega, City Secretary

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

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES –SEPTEMBER 8, 2022**

The regular meeting of the City Council was held on **September 8, 2022** at 6:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER, INVOCATION AND PLEDGE

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

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2, Mayor Pro Tem	Present
Bobby O’Neal	Council Member, District 3	Present
Ronda Miller	Council Member, District 4	Present

STAFF PARTICIPATING:

Tim Patek-City Manager, Kristina Vega-City Secretary, Tim Crow-Police Chief, Jennifer Kolbe-Economic Development Director, Laura Zella-Finance Director, Todd Remschel-Street Director, Ralph Camarillo-Parks Director, Marland Mercer-Wastewater Director, Billy Rhoades-Building Maintenance Superintendent, Gus Tirado-Building Inspector, Carla Faltisek-Code Enforcement, Wade Zella-Fire Chief, Amanda Garza-JB Wells Park Operations Manager, Ryan Wilkerson-Water Department Director, Nick Deleon-Electric Superintendent, Micaela Estrada-Revenue Collections Supervisor, Tiffany Padilla-Main Street Manager & Caroline Helms-Library Director

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events-none
- Announcements and recognitions by the Mayor-Mayor Sucher acknowledged volunteer Members of the community and City staff for jobs well done.

HEARING OF RESIDENTS

No comments were made.

BUDGET AND TAX RATE ITEMS

- 1.1 Discuss, Consider & Possible Action on **Ordinance #2022-15** Approving the Operating Budget for the City of Gonzales and the Gonzales Economic Development Corporation for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Renewing the City’s Financial Policy, Investment Policy, and Budget Contingency Policy

ACTION: Items 1.1

APPROVED

Council Member Koepp moved to approve **Ordinance 2022-15** Approving the Operating Budget for the City of Gonzales and the Gonzales Economic Development Corporation

for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Renewing the City's Financial Policy, Investment Policy, and Budget Contingency Policy. Council Member O'Neal seconded the motion. Mayor Sucher called for a roll call vote. For: Koepp, O'Neal, Kridler and the Mayor. Against: Miller. The motion passed 4 to 1.

- 1.2 Discuss, Consider & Possible Action Approving **Resolution #2022-86** to Ratify the Property Tax Revenue Increase Reflected in the Fiscal Year 2022-2023 Budget as required by Texas Local Government Code Section 102.007 when adopting a budget that will require raising more revenues from property taxes than in the previous year.

ACTION: Items 1.2

APPROVED

Council Member O'Neal moved to approve **Resolution #2022-86** to Ratify the Property Tax Revenue Increase Reflected in the Fiscal Year 2022-2023 Budget as required by Texas Local Government Code Section 102.007 when adopting a budget that will require raising more revenues from property taxes than in the previous year. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Koepp, O'Neal, Kridler and the Mayor. Against: Miller. The motion passed 4 to 1.

- 1.3 Discuss, Consider & Possible Action on **Ordinance #2022-16** Approving the 2022 Ad Valorem Tax Rate and Levy of Assessed Valuation of All Taxable Property Within the Corporate Limits of the City of Gonzales, Texas

ACTION: Items 1.3

APPROVED

Council Member O'Neal moved to approve **Ordinance #2022-16** Approving the 2022 Ad Valorem Tax Rate and Levy of Assessed Valuation of All Taxable Property Within the Corporate Limits of the City of Gonzales, Texas. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Koepp, O'Neal, Kridler and the Mayor. Against: Miller. The motion passed 4 to 1.

- 1.4 Discuss, Consider & Possible Action on **Resolution #2022-87** Authorizing and Adopting the Investment Policy for the City of Gonzales

ACTION: Items 1.4

APPROVED

Council Member Kridler moved to approve **Resolution #2022-87** Authorizing and Adopting the Investment Policy for the City of Gonzales. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

- 1.5 Discuss, Consider & Possible Action on **Ordinance #2022-17** Adopting the City of Gonzales Rate and Fee Schedule and for various city services; consolidating those fees for convenience

ACTION: Items 1.5

APPROVED

Council Member O'Neal moved to approve **Ordinance #2022-17** Adopting the City of Gonzales Rate and Fee Schedule and for various city services; consolidating those fees

for convenience. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Koepp, O'Neal, Kridler and the Mayor. Against: Miller. The motion passed 4 to 1.

PUBLIC HEARING

- 2.1 The City Council of the City of Gonzales will hold a Public Hearing to review and take input from the public on the benefits and effectiveness of the Curfew Ordinance to determine whether or not it should be renewed

Mayor Sucher opened the Public Hearing at 6:25 p.m.

Chief Crow spoke in favor of readopting the Curfew Ordinance and the effectiveness of the ordinance.

No other comments were made.

Mayor Sucher closed the Public Hearing at 6:28 p.m.

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 August 9, 2022 Special Called Meeting, August 11, 2022 Regular Meeting, August 22, 2022 Workshop & September 1, 2022 Special Called Meeting
- 3.2 Discuss, Consider & Possible Action on **Resolution #2022-88** Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales
- 3.3 Discuss, Consider & Possible Action on **Resolution #2022-89** Authorizing the Use of Independence Square including the Parking Lot, and Designated Street Closures for 2022 Winterfest & Annual Lighted Christmas Parade on December 2, 2022 and December 3, 2022
- 3.4 Discuss, Consider & Possible Action on **Resolution #2022-90** Authorizing the Use of Both Downtown Squares including the Parking Lot, and Designated Street Closures for the new dates of Saturday, April 1, 2023 and Sunday, April 2, 2023 for the Inter-Tribal POW-WOW and Dance Competition
- 3.5 Discuss, Consider & Possible Action on **Resolution #2022-91** Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League

ACTION: Items 3.1 through 3.5

APPROVED

Council Member O'Neal moved to approve the consent agenda items 3.1 through 3.5. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

RESOLUTIONS

- 4.1 Discuss, Consider & Possible Action on **Resolution #2022-92** Authorizing the City Manager to Execute Addendum Five to the Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations, Day-to-Day Maintenance Services, and Meter Data Collection.

ACTION: Items 4.1

APPROVED

Council Member Kridler moved to approve **Resolution #2022-92** Authorizing the City Manager to Execute Addendum Five to the Agreement with Guadalupe Valley Electric Cooperative for the Electric Utility Operations, Day-to-Day Maintenance Services, and Meter Data Collection. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Koepp, Miller, Kridler and the Mayor. Abstained: O'Neal. The motion passed 4 to 0.

- 4.2 Discuss, Consider & Possible Action on **Resolution #2022-93** Authorizing the City Manager to Execute Addendum One to the Agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services

ACTION: Items 4.2

POSTPONED

Council Member O'Neal moved to approve **Resolution #2022-93** Authorizing the City Manager to Execute Addendum One to the Agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.3 Discuss, Consider & Possible Action on **Resolution #2022-94** Authorizing the City Manager or his designee to enter into an Interlocal Cooperation Agreement between counties associated with Operation Lone Star for Law Enforcement Services

ACTION: Items 4.3

APPROVED

Council Member Koepp moved to approve **Resolution #2022-94** Authorizing the City Manager or his designee to enter into an Interlocal Cooperation Agreement between counties associated with Operation Lone Star for Law Enforcement Services. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.4 Discuss, Consider & Possible Action on **Resolution #2022-95** Authorizing the City Manager to submit, and accept if awarded, an application and associated documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$305,870 in Operation Lone Star Grant Funds, for the Purchase of two license plate

readers and camera trailers, wireless mics, one fully equipped truck, and overtime, for the Police Department

ACTION: Items 4.4

APPROVED

Council Member Koepp moved to approve **Resolution #2022-95** Authorizing the City Manager to submit, and accept if awarded, an application and associated documents to the Public Safety Office, Criminal Justice Division, through the Office of the Governor, for up to \$305,870 in Operation Lone Star Grant Funds, for the Purchase of two license plate readers and camera trailers, wireless mics, one fully equipped truck, and overtime, for the Police Department. Council Member O'Neal seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

- 4.5 Discuss, Consider & Possible Action on **Resolution #2022-96** Approving an Administrative Services Agreement with the Gonzales Economic Development Corporation, a Type B Economic Development Corporation

ACTION: Items 4.5

APPROVED

Council Member Kridler moved to approve **Resolution #2022-96** Approving an Administrative Services Agreement with the Gonzales Economic Development Corporation, a Type B Economic Development Corporation. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

- 4.6 Discuss, Consider & Possible Action on **Resolution #2022-97** Approving the creation of the Job Descriptions and amendments to the Current Position Classifications for Fiscal Year 2022-2023

ACTION: Items 4.6

APPROVED

Council Member O'Neal moved to approve **Resolution #2021-97** Approving the creation of the Job Descriptions and amendments to the Current Position Classifications for Fiscal Year 2022-2023. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

- 4.7 Discuss, Consider & Possible Action on **Resolution #2022-98** Authorizing Improvements to the Hydro Electric Dam in an amount not to exceed \$89,905.00

ACTION: Items 4.7

APPROVED

Council Member Koepp moved to approve **Resolution #2022-98** Authorizing Improvements to the Hydro Electric Dam in an amount not to exceed \$89,905.00. Council Member Miller seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

- 4.8 Discuss, Consider & Possible Action on **Resolution #2022-99** Rescheduling the November 10, 2022 Regular City Council Meeting to November 17, 2022

ACTION: Items 4.8**APPROVED**

Council Member O'Neal moved to approve **Resolution #2022-99** Rescheduling the November 10, 2022 Regular City Council Meeting to November 17, 2022. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

- 4.9 Discuss, Consider & Possible Action on **Resolution #2022-100** Ratifying the Adoption of the National Management System (NIMS) as the standard for Incident Management

ACTION: Items 4.9**APPROVED**

Council Member Kridler moved to approve **Resolution #2022-100** Ratifying the Adoption of the National Management System (NIMS) as the standard for Incident Management. Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

STAFF/BOARD REPORTS

- 5.1 Finance Director presented the financials for the month of August 2022. No questions were asked.

- 5.2 City Manager, Tim Patek updated the City Council on the following:

- District 2 Clean-up
- 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 6:56 p.m.

CLOSED SESSION

- 6.1 (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) Interpretation of Charter Provisions

RETURN TO OPEN SESSION

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

Council Member Miller moved regarding closed session item 6.1 (1) (A) to accept City Manager Tim Patek's resignation effective October 7, 2022. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

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

No requests or announcements were made.

ADJOURN

On a motion by Council Member Kridler and second by Council Member O'Neal, the meeting was adjourned at 7:18 p.m.

Approved this 13th day of October, 2022.

S.H. Sucher, Mayor

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CALLED JOINT CITY COUNCIL MEETING AND GONZALES ECONOMIC
DEVELOPMENT CORPORATION MEETING
MINUTES– SEPTEMBER 12, 2022**

The Called Joint Council Meeting and Economic Development Meeting held on **September 12, 2022** at 7:00 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.

Mayor Sucher called the meeting to order at 7:00 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2, Mayor Pro Tem	Absent
Bobby O’Neal	Council Member, District 3	Absent
Ronda Miller	Council Member, District 4	Present

GEDC Board President Rodriguez called the GEDC Board to order at 7:00 p.m.

Attendee Name	Title	Status
Andy Rodriguez	Board President	Present
Chris Brunken	Vice-President	Present
Gerri Lawing	Secretary	Present
Larry Wehde	Treasurer	Present
Dan Blakemore	Director	Present
Ken Morrow	Director	Present
Rafe Jackson	Director	Present

STAFF PARTICIPATING:

Tim Patek, City Manager	Kristina Vega, City Secretary
Jennifer Kolbe, EDC Director	Dan Santee, City Attorney-present by phone
Alexis Cerda, EDC Administrative Assistant	

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 TO DELIBERATE THE FOLLOWING MATTERS:

- 1.1 (1) Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales and the GEDC 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) Project 2022-8

(2) Pursuant to Sections 551.072 (deliberations about real property), and 551.087 (economic development negotiations) of the Texas Government Code, the City of Gonzales and the GEDC will meet in closed session to discuss the following matters:

A) Project 2022-8

RETURN TO OPEN SESSION

2.1 Discuss and Consider any Action Resulting from Closed Session as Necessary

Council Member Miller moved to postpone any action until all Council Members are present and additional information can be provided. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 3 to 0.

ADJOURN:

Adjourn GEDC (Board President)-GEDC board president Andy Rodriguez adjourned the meeting of the Gonzales Economic Development Corporation board of directors at 7:44 p.m.

Adjourn City Council (Mayor Sucher)- On a motion by Council Member Kridler and second by Council Member Miller, the meeting was adjourned at 7:57 p.m.

Approved this 13th day of October, 2022.

S.H. Sucher, Mayor

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CALLED CITY COUNCIL MEETING
MINUTES –SEPTEMBER 26, 2022**

The Called Meeting of the City Council was held on **September 26, 2022** at 5:15 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

CALL TO ORDER

Mayor Sucher called the meeting to order at 5:15 p.m. and a quorum was certified.

Attendee Name	Title	Status
Steve Sucher	Mayor	Present
Joseph Kridler	Council Member, District 1	Present
Sherri Koepp	Council Member, District 2-Mayor Pro Tem	Present
Bobby O’Neal	Council Member, District 3	Present
Ronda Miller	Council Member District 4	Present

STAFF PARTICIPATING

Tim Patek-City Manager, Kristina Vega-City Secretary, Jennifer Kolbe-GEDC Direction, Alexis Cerda-GEDC Administrative Assistant, and Tiffany Hutchinson-Padilla-Main Street Director.

OTHERS PARTICIPATING

Megan Santee-City Attorney, Jeff Moore-GEDC Attorney, Lisa Grove of Phyllis Browning Company-Real Estate Broker for GEDC and Sandra Johnson-Developer were all present by phone.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 5:16 p.m.

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

A) Project 2022-8

- (2) Pursuant to Sections 551.072 (deliberations about real property), and 551.087 (economic development negotiations) of the Texas Government Code, the City of Gonzales will meet in closed session to discuss the following matters:

- A) Project 2022-8

RETURN TO OPEN SESSION

The Council convened into open session at 5:34 p.m.

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

The City Council engaged in discussions by phone with Sandra Johnson-Developer regarding details of the proposed project for the Lynn Theater.

HEARING OF RESIDENTS

David Dement, James Lawrence, Jeff Lowe, Sally Ploeger, Betty Martin, Jack Finch, Dennis Kaiser, Doug and Dave Durham, Clint Hille, Roy Crawley and Bob Burchard spoke in favor of the Lynn Theater being preserved and to continue to be used as a theater.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 6:20 p.m.

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

- A) Project 2022-8

(2) Pursuant to Sections 551.072 (deliberations about real property), and 551.087 (economic development negotiations) of the Texas Government Code, the City of Gonzales will meet in closed session to discuss the following matters:

- A) Project 2022-8

RETURN TO OPEN SESSION

The Council convened into open session at 6:53 p.m.

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

Council Member Miller moved reject the real estate contract for Project 2022-8 for the sale of the Lynn Theater. Council Member O'Neal seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

The Mayor stated that on the October agenda he would like to discuss the idea of a citizen led committee to advise council and to seek proposals for the future development of the Lynn. It will be done in conjunction with the GEDC.

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 6:53 p.m.

- 1.1 (3) 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

RETURN TO OPEN SESSION

The Council convened into open session at 7:41 p.m.

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

Council Member O'Neal moved to engage the search firm Public Safety Solutions, LLC to conduct a search to permanently fill the vacant City Manager position, and to appoint Tim Crow as Interim City Manager effective October 8, 2022. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. The motion passed 5 to 0.

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Kridler, the meeting was adjourned at 7:42 p.m.

Approved this 13th day of October, 2022.

S.H. Sucher, Mayor

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2022-101 Approving the 2022
Final Tax Roll for the City of Gonzales

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

According to Section 26.09(e) of the Texas Property Tax Code; the City of Gonzales must approve the 2022 Final Tax Roll for the City of Gonzales from the Gonzales County Tax Assessor-Collector.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The levy fund totals are as follows:

Levy Fund	Tax Rate	Total Taxes Owed
Interest & Sinking	0.14250000	854,632.59
Maintenance & Operations	0.16920000	1,014,763.28
Personal Late Rendition Penalty		1,534.46
Personal Late Rendition Penalty Admin Fee		80.84
	Total	1,871,011.17

ATTACHMENTS:

Final Roll Report for 2022

STAFF RECOMMENDATION:

Respectfully request approval of the final Roll Report for Tax Year 2022 as provided by the Tax Assessor-Collector.

RESOLUTION NO. 2022-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE 2022 FINAL TAX ROLL FOR THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the taxes have been levied in accordance with the adopted 2022-2023 budget as required by state law; and

WHEREAS, the City Council hereby finds that the final roll report for tax year 2022 as provided by the Tax Assessor-Collector shall be approved in accordance with Section 26.09 (e) of the Texas Property Tax Code.

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

Section 1. The City Council of the City of Gonzales, Texas hereby approves the final roll report for tax year 2022 in accordance with the Section 26.09(e) of the Texas Property Tax Code.

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

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Final Roll Report

Date: 09/21/2022

Tax Year: 2022

Roll Group: Roll Group 1

Taxing Unit Totals - MAIN Tax Cycle									
Taxing Unit	Number of Properties	Total Assessed Value	Exemptions Number of Properties	Total Amount	Total Taxable Value	Tax Rate	Total Taxes Owed	Credit Adjustments Number of Properties	Total Credit Total Freeze
CGO	4,129	632,805,680	1,436	2,828,290	629,977,390	0.31170000	1,869,395.87	526	0.00
									139081.1900

Levy Fund Totals			
Taxing Unit	Levy Fund	Tax Rate	Total Taxes Owed
CGO	Interest & Sinking	0.14250000	854,632.59
	Maintenance & Operations	0.16920000	1,014,763.28
	Personal Late Rendition Penalty		1,534.46
	Personal Late Rendition Penalty Admin Fee		80.84
	Total:		1,871,011.17

Special Assessment Totals		
Special Assessment	Number of Properties	Total Amount Owed
Personal Late Rendition Penalty	99	1,534.46
Personal Late Rendition Penalty Admin Fee	99	80.84
Total	198	1,615.30

Tax Cycle & Special Assessment Grand Totals	
Tax Cycle	Total Amount Owed
Special Assessments	1,615.30
MAIN	1,869,395.87
Total	1,871,011.17

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Council is required to pass a resolution designating authorized signatories for financial institutions (per City of Gonzales Investment Policy). Resolution will designate the following individuals as authorized signatories and removing all others for all accounts in the City of Gonzales' name with all financial institutions.

Mayor Steven Harvey Sucher
Interim City Manager Timothy Lee Crow
Finance Director Laura Leah Zella
City Secretary Kristina Marie Vega

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-102 Authorizing the Designation of Mayor Steven Harvey Sucher, Interim City Manager Timothy Lee Crow, Finance Director Laura Leah Zella and City Secretary Kristina Marie Vega as Authorized Signatories and Removing All Others for All Accounts in the City of Gonzales' Name with all Financial Institutions

RESOLUTION 2022-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE DESIGNATION OF MAYOR STEVEN HARVEY SUCHER, INTERIM CITY MANAGER TIMOTHY LEE CROW, FINANCE DIRECTOR LAURA LEAH ZELLA AND CITY SECRETARY KRISTINA MARIE VEGA AS AUTHORIZED SIGNATORIES AND REMOVING ALL OTHERS FOR ALL ACCOUNTS IN THE CITY OF GONZALES' NAME WITH ALL FINANCIAL INSTITUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Council is required to pass a resolution designating the authorized signatories for financial institutions (per City of Gonzales Investment Policy).

WHEREAS, this resolution will designate the Mayor Steven Harvey Sucher, Interim City Manager Timothy Lee Crow, Finance Director Laura Leah Zella and City Secretary Kristina Marie Vega as authorized signatories and removing all others for all accounts in the City of Gonzales' name with all financial institutions; and

WHEREAS, designating said individuals is in the best interest of the City of Gonzales and further promotes fiscal responsibility for 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, Texas hereby authorizes the designation Mayor Steven Harvey Sucher, Interim City Manager Timothy Lee Crow, Finance Director Laura Leah Zella and City Secretary Kristina Marie Vega as authorized signatories and removing all others for all accounts in the City of Gonzales' name with all financial institutions.

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 therein.

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

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

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

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

PASSED AND APPROVED this 13th day of October 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2022-103 Approving the City of
Gonzales 2023 Holiday Schedule

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Annually the City of Gonzales request recognition of the annual City holidays for the upcoming year. Section 7.01 of the Personnel Policy states the following:

“The City provides paid holidays to introductory, regular full-time and regular part-time employees. All other employees are extended official holidays without pay. The following official holidays will be observed:

New Year's Day
Dr. Martin Luther King's Birthday
Presidents Day
Good Friday
Memorial Day
Emancipation Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
Floating Holiday

The "floating" holiday may be taken at any time the employee desires (for example: Birthday, 9-11 Remembrance Day), and may be used in conjunction with other personal or vacation leave. The City Council has discretion to change or amend these holidays and any such changes are hereby incorporated by reference based on City Council action.”

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

There is no additional fiscal impact observing the previously observed holidays.

ATTACHMENTS:

2023 Holiday Schedule

STAFF RECOMMENDATION:

Staff respectfully recommends council take the action they deem necessary.

RESOLUTION NO. 2022-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE CITY OF GONZALES 2023 HOLIDAY SCHEDULE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City Gonzales, Texas desires to honor the dates most important to honoring the cultural and historic development of the community; and

WHEREAS, in general, it shall be the policy of the City of Gonzales to officially close, when possible, all offices on each of the following paid holidays during each year; and

WHEREAS, the attached dates are the proposed Holiday Schedule for Calendar Year 2023; and

WHEREAS, each employee will receive one Floating Holiday to be used annually at their discretion; and

WHEREAS, the City Council finds that approving the City of Gonzales 2023 Holiday Schedule as described herein is in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales, Texas hereby approves the 2023 Holiday Schedule as set forth in Exhibit “A” to be observed during calendar year 2023 for City Employees.

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

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit “A”

<u>CITY OF GONZALES 2023 HOLIDAY SCHEDULE</u>		
<u>Holiday Observed</u>	<u>Date of Holiday</u>	<u>Date Holiday is Observed</u>
New Year's Day	Sunday, January 1, 2023	Monday, January 2, 2023
Dr. Martin Luther King's Birthday	Monday, January 16, 2023	Monday, January 16, 2023
Presidents Day	Monday, February 20, 2023	Monday, February 20, 2023
Good Friday	Friday, April 7, 2023	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023	Monday, May 29, 2023
Emancipation Day	Monday, June 19, 2023	Monday, June 19, 2023
Independence Day	Tuesday, July 4, 2023	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023	Monday, September 4, 2023
Veterans Day	Saturday, November 11, 2023	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023	Thursday, November 23, 2023
Day After Thanksgiving	Friday, November 24, 2023	Friday, November 24, 2023
Christmas Eve	Sunday, December 24, 2023	Monday, December 25, 2023
Christmas Day	Monday, December 25, 2023	Tuesday, December 26, 2023
Floating Holiday	Employee Choice	Employee Choice

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-104 Authorizing the Interim City Manager to Enter Into an Agreement with Gonzales Dog Adoptions

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The agreement between the City of Gonzales and the Gonzales Dog Adoptions must be renewed annually. City staff and the mayor have met with and discussed the terms of the agreement with the head the organization and have determined that the agreement is mutually beneficial. The current agreement is for a one-year period and expends an annual amount of \$27,600

POLICY CONSIDERATIONS:

This agreement is consistent with what has been done in years past.

FISCAL IMPACT:

The funds are currently budgeted in Account 100-7-504.411 Special Contracts for the amount of \$27,600.00 and that amount was verified with the Finance Director. The funds will be disbursed in even monthly amounts of \$2,300.00.

ATTACHMENTS:

City of Gonzales Agreement with Gonzales Dog Adoption 2022-2023

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this agreement.

RESOLUTION NO. 2022-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GONZALES DOG ADOPTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the agreement between the City of Gonzales and the Gonzales Dog Adoptions must be renewed annually; and

WHEREAS, the City shall pay Gonzales Dog Adoptions \$2,300.00 per month as compensation for management and operation of the Gonzales Dog Shelter; and

WHEREAS, the current agreement is for a one year period and expends an annual amount of \$27,600; and

WHEREAS, the City Council hereby finds that entering said agreement and expending the funds contemplated therein is in the best interest of the City and its citizens, 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 having found a public purpose for the contemplated expenditure of funds, hereby authorizes the Interim City Manager to execute the Agreement attached hereto as Exhibit A, and further authorizes them to make any non-substantive changes after review by the Gonzales Dog Adoptions. The City Council reserves the right to review any funding obligations on an annual basis, consistent with the Texas Constitution and City Charter.

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**CITY OF GONZALES
GONZALES DOG ADOPTION, INC. AGREEMENT**

This agreement is entered into by and between the City of Gonzales, a Texas Municipal Corporation, and political subdivision, hereinafter referred to as “the City” acting by and through its Interim City Manager, and the Gonzales Dog Adoption, Inc., hereinafter referred to as “GDA”, acting by and through its President.

WITNESSETH:

WHEREAS, the GDA provides care for dogs who are picked up by Gonzales Animal Control; and

WHEREAS, the City finds the services provided by GDA promotes the health, safety, morals and or general welfare of the residents of the city; and

WHEREAS, GDA is duly incorporated under Texas State Law as a nonprofit, charitable corporation, and under the provisions of Section 501c (3) of the Internal Revenue Code; and

WHEREAS, GDA will utilize the Gonzales Dog Shelter; and

WHEREAS, the City Council deems it advisable and in the best interest of the City to contract with GDA for the management and control of the Gonzales Municipal Dog Adoption.

It is therefore agreed by the parties hereto, in consideration of the mutual covenants and promises herein contained, as follows:

1. The terms of this Agreement shall commence on October 1, 2022 and end September 30, 2023.

2. The City authorizes GDA to utilize the property known as the Gonzales Municipal Dog Adoption, hereinafter referred to as “Gonzales Dog Shelter”, located at 400 CR 488 in Gonzales, TX, for the purpose of this agreement.

3. The City shall pay GDA \$2,300.00 per month as compensation for management and operation of the Gonzales Dog Shelter.

4. The City hereby recognized GDA as a nonprofit corporation organized for the purpose of operating the Gonzales Dog Shelter. GDA shall be permitted to use the Gonzales Dog Shelter in connection with any and all activities related to the purpose of GDA as described by its bylaws, as well as activities pursuant to the Agreement.

5. GDA shall open the Gonzales Dog Shelter to the public, at a minimum, during the hours of 10:00 a.m. - 3:00 p.m. Monday through Sunday, so as to be of service to the general public. The stated hours of operation are not applicable during holidays. During said hours, the Gonzales Dog Shelter shall be under the care and responsibility of GDA.

6. GDA shall be responsible for and have complete authority and exclusive rights to the adoption efforts of Dogs at the Gonzales Dog Shelter. This authority shall include, but not be limited to, decisions regarding medical care, euthanasia, and all other operating and managerial decisions.

7. GDA shall be totally responsible for and have complete authority and exclusive right to the collection, handling, and an account for any funds, supplies or equipment received by them and in their name, for the benefit of the Gonzales Dog Shelter. Said funds shall include, but not be limited to fundraisers, adoption donations and fees, and charitable donations. GDA shall provide the City with a summary of financial activity in the form of annual statements of income and expenses presented to City Council during the September Council Meeting.

8. The City shall continue to perform its annual control and humane enforcement responsibilities.

9. GDA shall have complete responsibility for the implementation of the City's statutory responsibilities during the impoundment period of an unowned or identified/unknown owned stay at the Gonzales Dog Shelter. Dogs that are brought to the Gonzales Dog Shelter by the City Division of Animal Control shall become the responsibility of GDA. At the time of drop-off, the City shall be responsible for providing complete information concerning all incoming dogs, such exact location found, name and telephone number of finders, circumstances regarding impoundment, ownership status, known medical history, temperament and similar information. GDA will ensure that state impound requirements are met.

10. GDA shall be responsible for scheduling non-emergency animal intake.

11. Quarantine services are not part of this Agreement and will continue to be handled per City ordinance. Dogs involved in a human bite shall be evaluated and dealt with per state laws and regulations.

12. In consideration for the health risks involved in handling dogs, the City shall if requested by GDA purchase and administer rabies pre-exposure inoculations (up to six shots) to GDA volunteers annually.

13. Dogs brought to the Gonzales Dog Shelter by the Animal Control Officer at times other than the official operating hours will be put in an empty intake cage in the Dog Shelter clinic or Morgan building and GDA notified.

14. During the required impoundment period, GDA shall assume full responsibility for the feeding, cleaning, care and maintenance of the dogs.

15. The City hereby assigns all impoundment and release fees to GDA. The collection of said fees is the responsibility of GDA. Pick-up fees and fines are the property of the City.

16. After the required impoundment period, GDA shall continue to assume full responsibility for and exclusive rights to the Dogs at the Gonzales Dog Shelter until the Dog is adopted or euthanized.

17. The City Division of Animal Control shall remain responsible for the animal control responsibilities as specified by the City, except as herein contracted by GDA.

18. GDA shall maintain the Gonzales Dog Shelter in a clean and sanitary condition as provided by State of Texas regulations. Any maintenance or repairs on said improvements shall be the responsibility of GDA. Before structural change or additions are made the facility, GDA shall first obtain written consent of the Chief of Police.

19. The City official to be notified by GDA in the event major repairs are required shall be the Chief of Police. The distinction between minor routine maintenance and repairs to be provided by the GDA and major items to be provided by the City shall be made on the basis of cost. Any one such item exceeding \$1,000.00 shall be deemed a major item to be provided by the City. The City shall be responsible for all utility charges.

20. The City recognizes GDA's right to function as an autonomous organization and will not interfere with GDA's internal operations.

21. GDA must indemnify, defend and hold harmless the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the GDA occupancy of the Property or activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of GDA, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

GDA must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, invitees and other persons, as well as their property, while in or on the Property. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of GDA, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects which may now exist, or which may hereafter arise upon the Premises, responsibility for any and all such defects being expressly assumed by GDA. This indemnity provision applies to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

The City and GDA must provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the GDA or City, and the City may compromise and defend the same to the extent of its own interests.

Both City and GDA expressly intend that the indemnity provided for in this contract is indemnity by GDA to indemnify and protect the City from the consequences of the City's own negligence while City is participating in this agreement where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the sole negligence of the City, unmixed with the fault of any other person or entity.

22. The City shall insure the property during the term of the agreement, and GDA must provide and maintain the following types and amounts of insurance throughout the term of this Agreement:

- A. Commercial (Public) Liability including, but not limited to:
 - 1. Premises/Operations
 - 2. Independent Contractors
 - 3. Contractual Liability insuring the indemnity agreement in this Agreement.
Minimum limits: \$1,000,000 combined single limit for bodily injury and property damage.
- B. GDA must provide a Certificate of Insurance evidencing the required coverage type and amounts. City may terminate this Agreement if GDA fails to comply with all insurance requirements. Required insurance must be issued by a company of sound and adequate financial responsibility and authorized to do business in Texas. All policies are subject to examination and approval by the Interim City Manager for their adequacy as to content, form of protection, and providing company.
- C. Insurance naming the City as additional insureds must be primary insurance and not contributing with any other insurance available to the City, under any third-party liability policy.
- D. GDA further agrees that the required liability insurances and their certificates must:
 - 1. Name the City as an additional insured for operations under this Agreement.
 - 2. Provide for 30 days advance written notice of cancellation or material change.
 - 3. Provide for a waiver of subrogation in favor of the City.

23. GDA shall be responsible for the control of the population in the Gonzales Dog Shelter. This may be accomplished in any way deemed appropriate to GDA, including, but not limited to, enhanced adoption efforts, fostering programs and euthanasia, when necessary, provided it is in compliance with State regulations.

24. Keys to the Gonzales Dog Shelter to the designated incoming holding areas shall be provided to the City Division of Animal Control and GDA member.

25. The covenants and conditions herein contained shall be subject to applicable State statutes, rules and regulations governing the sanitary conduct and operation of the Dog Shelter.

This Agreement to be signed _____ day of _____, 2022.

City of Gonzales

Gonzales Dog Adoption, Inc.

Tim Crow, Interim City Manager

By:_____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-105 Authorizing the Interim City Manager to Enter Into an Agreement with Friends of Gonzales Animal Shelter

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The agreement between the City of Gonzales and the Friends of Gonzales Animal Shelter must be renewed annually. City staff and the mayor have met with and discussed the terms of the agreement with the head the organization and have determined that the agreement is mutually beneficial. The current agreement is for a one-year period and expends an annual amount of \$48,985.00.

POLICY CONSIDERATIONS:

This is an annual agreement and is consistent with what has been done in years past.

FISCAL IMPACT:

The funds are currently budgeted in Account 100-7-504.411 Special Contracts for the amount of \$48,985.00 and that amount was verified with the Finance Director. The funds will be disbursed in even monthly amounts of \$4,082.08.

ATTACHMENTS:

City of Gonzales Agreement with Friends of Gonzales Animal Shelter 2022-2023

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this agreement.

RESOLUTION NO. 2022-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FRIENDS OF GONZALES ANIMAL SHELTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the agreement between the City of Gonzales and the Friends of Gonzales Animal Shelter must be renewed annually; and

WHEREAS, the City shall pay Friends of Gonzales Animal Shelter \$4,082.08 per month as compensation for management and operation of the Gonzales Cat Shelter; and

WHEREAS, the current agreement is for a one year period and expends an annual amount of \$48,985.00; and

WHEREAS, the City Council hereby finds that entering said agreement and expending the funds contemplated therein is in the best interest of the City and its citizens, 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 having found a public purpose for the contemplated expenditure of funds, hereby authorizes the Interim City Manager to execute the Agreement attached hereto as Exhibit A, and further authorizes them to make any non-substantive changes after review by Friends of Gonzales Animal Shelter. The City Council reserves the right to review any funding obligations on an annual basis, consistent with the Texas Constitution and City Charter.

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

CITY OF GONZALES
FRIENDS OF GONZALES ANIMAL SHELTER, INC. AGREEMENT

This agreement is entered into by and between the City of Gonzales, a Texas Municipal Corporation, and political subdivision hereinafter referred to as “the City” acting by and through its Interim City Manager, and the Friends of Gonzales Animal Shelter, Inc., hereinafter referred to as “FOGAS” acting by and through its President.

WITNESSETH:

WHEREAS, FOGAS provides care for cats who are picked up by Gonzales Animal Control; and

WHEREAS, the City finds the services provided by FOGAS promotes the health, safety, morals and or general welfare of the residents of the city; and

WHEREAS, FOGAS is duly incorporated under Texas State Law as a nonprofit, charitable corporation, and under the provisions of Section 501c (3) of the Internal Revenue Code; and

WHEREAS, FOGAS will utilize the Gonzales Cat Shelter; and

WHEREAS, the City Council deems it advisable and in the best interest of the City to contract with FOGAS for the management and control of the Gonzales Municipal Cat Shelter; and

It is therefore agreed by the parties hereto, in consideration of the mutual covenants and promises herein contained, as follows:

1. The terms of this Agreement shall commence on October 1, 2022 and end September 30, 2023.
2. The City authorizes FOGAS to utilize the property known as the Gonzales Municipal Cat Shelter, hereinafter referred to as “Gonzales Cat Shelter”, located at 505 St. Francis in Gonzales, TX, for the purpose of this agreement.
3. The City shall pay FOGAS \$4,082.08 per month as compensation for management and operation of the Gonzales Cat Shelter.
4. The City hereby recognized FOGAS as a nonprofit corporation. FOGAS shall be permitted to use the Gonzales Cat Shelter in connection with any and all activities related to the purpose of FOGAS as described by its bylaws, as well as activities pursuant to the Agreement.
5. FOGAS shall open the Shelter for adoption purposes for a minimum of 10 hours a week. The stated hours of operation are not applicable during holidays. During said hours, the Gonzales Cat Shelter shall be under the care and responsibility of FOGAS.

6. FOGAS shall be responsible for and have complete authority and exclusive rights to the adoption efforts of cats at the Gonzales Cat Shelter. This authority shall include, but not be limited to, decisions regarding medical care, euthanasia, and all other operating and managerial decisions.

7. FOGAS shall be totally responsible for and have complete authority and exclusive right to the collection, handling, and an account for any funds, supplies or equipment received by them and in their name, for the benefit of the Gonzales Cat Shelter. Said funds shall include, but not be limited to fundraisers, adoption donations and fees, and charitable donations. FOGAS shall provide the City with a summary of financial activity in the form of annual statements of income and expenses presented to City Council during the September Council Meeting.

8. The City shall continue to perform its animal control and humane enforcement responsibilities.

9. FOGAS shall have complete responsibility for the implementation of the City's statutory responsibilities during the impoundment period of an unowned or identified/unknown owned stay at the Gonzales Cat Shelter. Cats that are brought to the Gonzales Cat Shelter by the City Division of Animal Control shall become the responsibility of FOGAS. At the time of drop-off, the City shall be responsible for providing complete information concerning all incoming cats, such exact location found, name and telephone number of finder, circumstances regarding impoundment, ownership status, known medical history, temperament and similar information. FOGAS will ensure that state impound requirements are met.

10. FOGAS shall be responsible for scheduling non-emergency animal intake.

11. Quarantine services are not part of this Agreement and will continue to be handled per City ordinance. Cats involved in a human bite shall be evaluated and dealt with per state laws and regulations.

12. In consideration for the health risks involved in handling cats, the City shall if requested by FOGAS purchase and administer rabies pre-exposure inoculations (up to six shots) to FOGAS volunteers annually.

13. Cats brought to the Gonzales Cat Shelter by the Animal Control Officer at times other than the official operating hours will be put in an empty intake cage in the Cat Shelter clinic or Morgan building and FOGAS notified.

14. During the required impoundment period, FOGAS shall assume full responsibility for the feeding, cleaning, care and maintenance of the cats.

15. The City hereby assigns all impoundment and release fees to FOGAS. The collection of said fees is the responsibility of FOGAS. Pick-up fees and fines are the property of the City.

16. After the required impoundment period, FOGAS shall continue to assume full responsibility for and exclusive rights to the cats at the Gonzales Cat Shelter until the cat is adopted or euthanized.

17. The City Division of Animal Control shall remain responsible for the animal control responsibilities as specified by the City, except as herein contracted by FOGAS.

18. FOGAS shall maintain the Gonzales Cat Shelter in a clean and sanitary condition as provided by State of Texas regulations. Any maintenance or repairs on said improvements shall be the responsibility of FOGAS. Before structural change or additions are made the facility, FOGAS shall first obtain written consent of the Chief of Police.

19. The City official to be notified by FOGAS in the event major repairs are required shall be the Chief of Police. The distinction between minor routine maintenance and repairs to be provided by the FOGAS and major items to be provided by the City shall be made on the basis of cost. Any one such item exceeding \$1,000.00 shall be deemed a major item to be provided by the City. The City shall be responsible for all utility charges.

20. The City recognizes FOGAS' right to function as an autonomous organization and will not interfere with FOGAS' internal operations.

21. FOGAS must indemnify, defend and hold harmless the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the FOGAS occupancy of the Property or activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of FOGAS, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

FOGAS must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, invitees and other persons, as well as their property, while in or on the Property. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of FOGAS, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise upon the Premises, responsibility for any and all such defects being expressly assumed by FOGAS. This indemnity provision applies to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

The City and FOGAS must provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the FOGAS or City, and the City may compromise and defend the same to the extent of its own interests.

Both City and FOGAS expressly intend that the indemnity provided for in this contract is indemnity by FOGAS to indemnify and protect the City from the consequences of the City's own negligence while City is participating in this agreement where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the sole negligence of the City, unmixed with the fault of any other person or entity.

22. The City shall insure the property during the term of the agreement, and FOGAS must provide and maintain the following types and amounts of insurance throughout the term of this Agreement:

- A. Commercial (Public) Liability including, but not limited to:
 - 1. Premises/Operations
 - 2. Independent Contractors
 - 3. Contractual Liability insuring the indemnity agreement in this Agreement.
Minimum limits: \$1,000,000 combined single limit for bodily injury and property damage.
- B. FOGAS must provide a Certificate of Insurance evidencing the required coverage type and amounts. City may terminate this Agreement if FOGAS fails to comply with all insurance requirements. Required insurance must be issued by a company of sound and adequate financial responsibility and authorized to do business in Texas. All policies are subject to examination and approval by the Interim City Manager for their adequacy as to content, form of protection, and providing company.
- C. Insurance naming the City as additional insureds must be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.
- D. FOGAS further agrees that the required liability insurances and their certificates must:
 - 1. Name the City as an additional insureds for operations under this Agreement.
 - 2. Provide for 30 day advance written notice of cancellation or material change.
 - 3. Provide for a waiver of subrogation in favor of the City.

23. FOGAS shall be responsible for the control of the population in the Gonzales Cat Shelter. This may be accomplished in any way deemed appropriate to FOGAS, including, but not limited to, enhanced adoption efforts, fostering programs and euthanasia when necessary, provided it is in compliance with State regulations.

24. Keys to the Gonzales Cat Shelter to the designated incoming holding areas shall be provided to the City Division of Animal Control and FOGAS member.

25. The covenants and conditions herein contained shall be subject to applicable State statutes, rules and regulations governing the sanitary conduct and operation of the Animal Shelter.

This Agreement to be signed _____ day of _____, 2022.

City of Gonzales

Friends of Gonzales Animal Shelter, Inc.

Tim Crow, Interim City Manager

By:_____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-106 Authorizing the Expenditure in an amount not to exceed \$3,000.00 to Norma's House, Gonzales Regional Children's Advocacy Center, Inc. from the Restricted Use Municipal Court Child Safety Fund

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Municipal Court has four restricted use funds that are managed by the municipal court and city secretary. When fines and court costs are received a small percentage of the funds are allotted to those restricted use funds by state requirements.

Local Government Code states in section 102.014 (g)(2) that additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention is permitted.

Norma's house requested \$6,000.00 to be used to provide therapy for children who have been a victim of a crime, such as sexual assault, physical abuse, domestic violence, human trafficking, or a witness to a violent crime.

POLICY CONSIDERATIONS:

This item is being presented to council for their approval and to ensure transparency for the use of these funds.

FISCAL IMPACT:

This request will not affect the general fund or the current year's budget. The funds are currently budgeted in Account 503-7-814.555 Child Safety Expense for the amount of \$3,000.00 and that amount was verified with the Finance Director.

ATTACHMENTS:

Norma's House funding request

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$3,000.00 TO NORMA'S HOUSE, GONZALES REGIONAL CHILDREN'S ADVOCACY CENTER, INC. FROM THE RESTRICTED USE MUNICIPAL COURT CHILD SAFETY FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Municipal Court has four restricted use funds that are managed by the municipal court and city secretary; and,

WHEREAS, the Child Safety Fund is a restricted fund governed by Local Government Code Section 102.014 (g)(2) wherein it states that additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention are permitted; and

WHEREAS, City Council allocated \$3,000.00 to Norma's House during the budget preparation process from the Child Safety Fund; and,

WHEREAS, the City Council hereby finds that authorizing the use of funding from the Child Safety Fund to Norma's House to assist in providing therapy for children who have been a victim of a crime, such as sexual assault, physical abuse, domestic violence, human trafficking, or a witness to a violent crime is an authorized use under the Local Government Code and would be in the best interest of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the expenditure in an amount not to exceed \$3,000.00 to Norma's House, Gonzales Advocacy Center, Inc. from the restricted use Municipal Court Child Safety Fund.

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

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

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

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

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

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

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

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

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary



Norma's House

Gonzales Regional Children's Advocacy Center, Inc
1604 St. Paul Street, Gonzales, TX 78629
401 E. 1st Street, Hallettsville, TX 77964
Mailing Address: P.O. Box 1925, Gonzales, TX 78629
(830) 672-1278 * (361) 217-7217

August 26, 2022

City of Gonzales
Mayor Steve Sucher
City Council

Dear Mayor Sucher and the City Council,

Norma's House respectfully requests that the City of Gonzales support Norma's House financially with an annual donation of \$6,000.

This funding will be earmarked specifically to provide therapy for children who have been a victim of a crime, such as sexual assault, physical abuse, domestic violence, human trafficking, or a witness to a violent crime. Therapy is important to promote healing in a victimized child; to help them renew hope, regain dignity, and restore feelings of security. Norma's House does not charge children and families for therapy services as we do not want the lack of ability to pay to prevent children from receiving the services that they desperately need. In our Fiscal Year 2022, Norma's House provided over 900 hours of counseling to children who received services at Norma's House. Approximately 400 sessions were to children and their families that reside in the city limits of Gonzales.

Norma's House is eternally grateful that the City of Gonzales has financially supported Norma's House in the past. The last donation was in 2021 for the same requested amount of \$6,000. We would like to ask that the City continue to support Norma's House annually with a \$6,000 donation. Norma's House has established great working relationships with children, families, and the community for almost 25 years and hope to continue to be a resource to all who need us for as long as they need us.

I would be happy to present to the city council when it is time for budget considerations. We appreciate your time and consideration! Thank you!

Thank you for all you do, we appreciate you!

Sincerely,

Deane Parsley-Novosad

Deane Parsley-Novosad, MSW
Executive Director of Norma's House

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-107 Authorizing the Interim City Manager to Execute Contracts between the City of Gonzales and the Gonzales County Mental Health Advisory Board, Inc. and Gonzales County Senior Citizens Association, Inc.

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On September 8, 2022 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2022 and ending September 30, 2023. In the adopted budget, funds were appropriated for the following Special Contracts:

Gonzales County Mental Health Advisory Board	\$ 2,640.00
Gonzales County Senior Citizens Association	\$ 7,500.00

Annually the City Council is asked to approve various Special Contracts where the City provides funding to local entities. The disbursement of these funds will be quarterly beginning December 31, 2022.

POLICY CONSIDERATIONS:

The contracts with these entities will benefit the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose.

FISCAL IMPACT:

The funds are currently budgeted in Account 100-7-101.521 Gonzales County Mental Health Advisory Board for \$2,640, and Account 100-7-101.520 Gonzales County Senior Citizens Association for \$7,500. Those amounts were verified with the Finance Director.

ATTACHMENTS:

Contracts are attached for each of the entities.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CONTRACTS BETWEEN THE CITY OF GONZALES AND THE GONZALES COUNTY MENTAL HEALTH ADVISORY BOARD, INC., AND GONZALES COUNTY SENIOR CITIZENS ASSOCIATION, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 8, 2022 the City Council approved the operating budget for Fiscal Year 2022-2023; and

WHEREAS, within said approved budget funds are currently budgeted in Account 100-7-101.521 Gonzales County Mental Health Advisory Board for \$2,640, and Account 100-7-101.520 Gonzales County Senior Citizens Association for \$7,500; and

WHEREAS, annually the City Council is asked to approve various Special Contracts whereby the City provides funding to local entities to benefit the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose; and

WHEREAS, the Gonzales County Mental Health Advisory Board, Inc. requests funding to provide and maintain the physical site and utilities for the Mental Health Clinic which provides programs and services to meet the needs of the citizens in the City of Gonzales by helping with medication, food or other services which achieves a legitimate public purpose; and

WHEREAS, the Gonzales County Senior Citizen's Association requests funding to provide programs and services to meet the needs of senior citizens such as delivering meals to their homes and providing transportation to medical appointments, lab work, dialysis, grocery shopping, restaurants, work and any other need they may have which achieves a legitimate public purpose; and

WHEREAS, the City Council finds that entering into an agreement with the Gonzales County Mental Health Advisory Board and the Gonzales County Senior Citizens Association 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 authorizes the Interim City Manager to execute contracts with Gonzales County Mental Health Advisory Board and Gonzales County Senior Citizens Association in the amounts specified herein the attached Exhibits.

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of October, 2022, between the City of Gonzales (hereinafter referred to as the “City” or the “City of Gonzales”) and the Gonzales County Mental Health Advisory Board, Inc. (hereinafter referred to as “Advisory Board”).

WHEREAS, the Advisory Board provides and maintains funds for various programs and services to meet the needs of the citizens in the City of Gonzales by helping with medication, food or other services including, but not limited to the services below; and

WHEREAS, the Advisory Board provides funds to the Bluebonnet Trails Community Health Services of Gonzales to help destitute clients pay for medicine, food and miscellaneous expenses for clients and families; and

WHEREAS, the Advisory Board provides funds to Bethany Community of Hope to be used to pay rent for their facilities that provide safe, secure housing, vocational training, support services, and education opportunities for women who are in recovery from sex trafficking, prostitution, and drug addiction; and

WHEREAS, the Advisory Board provides funds for holiday meal baskets and rent for clients located at Independence Homes which serves low income households where the head, co-head or spouse has a diagnosed chronic mental illness; and

WHEREAS, the City finds that these programs and services provided by the Advisory Board are a benefit to the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose.

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

1. The City shall provide funding to the Advisory Board in the amount of \$2,640.00 for the budget that runs from October 1, 2022 to September 30, 2023. The Advisory Board shall provide programs and services to meet the needs of the City of Gonzales’ citizens. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding.
2. The Advisory Board shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th, and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**
3. **The Advisory Board shall be responsible for the acts and omissions of its officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Advisory Board.**

4. This Agreement shall be governed by and construed under the laws of the State of Texas.
5. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any Court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
6. This Agreement shall be in effect for a period of one year, period beginning October 1, 2022 and ending September 30, 2023.

Executed this _____ day of October, 2022.

CITY OF GONZALES

By: _____
_____, Interim City Manager

GONZALES COUNTY MENTAL
HEALTH ADVISORY BOARD, INC.

By: _____
Name: _____
Title: _____

AGREEMENT

This Agreement is entered into on the ____ day of _____, 2022, between the City of Gonzales (hereinafter referred to as the “City” or the “City of Gonzales”) and the Gonzales County Senior Citizens Association, Inc. (hereinafter referred to as “Senior Citizens Association”).

WHEREAS, the Senior Citizens Association provides programs and services to meet the needs of senior citizens in the City of Gonzales such as providing transportation to medical appointments, lab work, dialysis, grocery shopping, restaurants, work and any other need they may have; and

WHEREAS, the Senior Citizens Association provides and delivers meals to the homes of senior citizens needing this service; and

WHEREAS, the City finds that these programs and services provided by the Senior Citizens Association are a benefit to the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose.

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

1. The City shall provide funding to the Senior Citizens Association in the amount of \$7,500.00 for the budget that runs from October 1, 2022 to September 30, 2023. The Senior Citizens Association shall provide programs and services to meet the needs of the City of Gonzales’ senior citizens. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding.
2. The Senior Citizen Association shall provide quarterly financial and program information regarding financial position, use of funds, services offered and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th, and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**
3. **The Senior Citizens Association shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Senior Citizens Association.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas.
5. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any Court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.

6. This Agreement shall be in effect for a period of one year, period beginning October 1, 2022 and ending September 30, 2023.

Executed this _____ day of _____, 2022.

CITY OF GONZALES

By: _____
_____, Interim City Manager

GONZALES COUNTY SENIOR
CITIZENS ASSOCIATION, INC.

By: _____
Name Title

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-108 Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and Preservation Gonzales, Inc. for Historical Preservation

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Preservation Gonzales, Inc. (herein referred to as "County Jail Museum") for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the County Jail Museum to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of funds will be quarterly, beginning December 31, 2022.

POLICY CONSIDERATIONS:

The agreement with the County Jail Museum will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.525 Historic Preservation for \$10,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2022.

ATTACHMENTS:

Proposed agreement with Preservation Gonzales, Inc. is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND PRESERVATION GONZALES, INC. AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City shall provide funding to County Jail Museum in the amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The County Jail Museum shall use the \$10,000.00 to make improvements to the facilities and property at the County Jail Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by County Jail Museum, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Interim City Manager to execute agreements with County Jail Museum in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. County Jail Museum shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. 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 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of October, 2022 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Preservation Gonzales, Inc. (Gonzales County Jail Museum) (herein referred to as "County Jail Museum").

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

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

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

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

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

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

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

1. The City shall provide funding to County Jail Museum in the amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The County Jail Museum shall use the \$10,000.00 to make improvements to the facilities and property at the County Jail Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by County Jail Museum, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The County Jail Museum shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of

each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The County Jail Museum shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the County Jail Museum.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. County Jail Museum shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2022 and ending September 30, 2023.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor County Jail Museum shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices, and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this ____ day of October, 2022.

CITY OF GONZALES

By: _____
Interim City Manager, _____

Attest: _____
Kristina Vega, City Secretary

PRESERVATION GONZALES, INC.
(GONZALES COUNTY JAIL MUSEUM)

By: _____
Name: _____
Title: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-109 Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and Gonzales Crystal Theater, Inc. for Historical Preservation and the Encouragement, Promotion, Improvement, and Application of the Arts

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Gonzales Crystal Theater, Inc. (herein referred to as "Crystal Theater") for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the Crystal Theater to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of funds will be quarterly, beginning December 31, 2022.

POLICY CONSIDERATIONS:

The agreement with Crystal Theater will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(4) and (5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.505 Promotion of the Arts for \$5,000.00, Account 500-7-811.525 Historic Preservation for \$5,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2022.

ATTACHMENTS:

Proposed agreement with Gonzales Crystal Theater, Inc. is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND GONZALES CRYSTAL THEATER, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council finds that Gonzales Crystal Theater, Inc. (herein referred to as "Crystal Theater") is eligible for funding according to Chapter 351.101(a)(4) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; and

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

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

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

WHEREAS, the City shall provide funding to Crystal Theater in the total amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The Crystal Theater shall use the \$5,000.00 to make improvements to the facilities and property at the Crystal Theater site and shall use the remaining \$5,000.00 to encourage, promote, improve and the application of the arts. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must

be submitted by Crystal Theater, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Interim City Manager to execute agreements with Crystal Theater in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. Crystal Theater shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. 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 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of October 2022 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Gonzales Crystal Theater, Inc. (hereinafter referred to as "Crystal Theater").

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

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

WHEREAS, the City Council finds that Crystal Theater is eligible for funding according to Chapter 351.101(a)(4) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: (4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; and

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

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

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

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

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

1. The City shall provide funding to Crystal Theater in the total amount of \$10,000.00 for the budget that runs from October 1, 2022, to September 30, 2023. The Crystal Theater shall use

the \$5,000.00 to make improvements to the facilities and property at the Crystal Theater site and shall use the remaining \$5,000.00 to encourage, promote, improve, and the application of the arts. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Crystal Theater, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.

2. The Crystal Theater shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th, and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**
3. **The Crystal Theater shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Crystal Theater.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. Crystal Theater shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2022, and ending September 30, 2023.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. Neither the City nor Crystal Theater shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto

or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

11. The City reserves the right to request all necessary receipts, invoices, and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this ____ day of October 2022.

CITY OF GONZALES

By: _____
Interim City Manager, _____

Attest: _____
Kristina Vega, City Secretary

GONZALES CRYSTAL THEATER, INC.

By: _____
Name: _____
Title: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-110 Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and The Edwards Association for Historical Preservation

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. This will be a new agreement with The Edwards Association (herein referred to as "Edwards Association") for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the Edwards Association to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of funds will be quarterly, beginning December 31, 2022.

POLICY CONSIDERATIONS:

The agreement with Edwards Association will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.525 Historic Preservation for \$10,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2022.

ATTACHMENTS:

Proposed agreement with The Edwards Association is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND THE EDWARDS ASSOCIATION AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City shall provide funding to Edwards Association in the amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The Edwards Association shall use the \$10,000.00 to make improvements to the facilities and property at Edwards Association site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Edwards Association, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Interim City Manager to execute agreements with Edwards Association in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. Edwards Association shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. 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 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of October, 2022 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the The Edwards Association (herein referred to as "Edwards Association").

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

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

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

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

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

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

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

1. The City shall provide funding to Edwards Association in the amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The Edwards Association shall use the \$10,000.00 to make improvements to the facilities and property at the Edwards Association site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Edwards Association, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The Edwards Association shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of

each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The Edwards Association shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Edwards Association.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. Edwards Association shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2022 and ending September 30, 2023.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor Edwards Association shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices, and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this ____ day of October, 2022.

CITY OF GONZALES

By: _____
Interim City Manager, _____

Attest: _____
Kristina Vega, City Secretary

THE EDWARDS ASSOCIATION

By: _____
Name: _____
Title: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-111 Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and Gonzales County Restoration Association dba Gonzales Pioneer Village for Historical Preservation

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Gonzales County Restoration Association dba Gonzales Pioneer Village (herein referred to as "Pioneer Village") for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the Pioneer Village to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of funds will be quarterly, beginning December 31, 2022.

POLICY CONSIDERATIONS:

The agreement with Pioneer Village will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.525 Historic Preservation for \$10,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2022.

ATTACHMENTS:

Proposed agreement with Gonzales County Restoration Association dba Gonzales Pioneer Village is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND GONZALES COUNTY RESTORATION ASSOCIATION DBA GONZALES PIONEER VILLAGE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City shall provide funding to Pioneer Village in the amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The Pioneer Village shall use the \$10,000.00 to make improvements to the facilities and property at the Pioneer Village site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Pioneer Village, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Interim City Manager to execute agreements with Pioneer Village in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. Pioneer Village shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. 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 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of October, 2022 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Gonzales County Restoration Association dba Gonzales Pioneer Village (herein referred to as "Pioneer Village").

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

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

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

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

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

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

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

1. The City shall provide funding to Pioneer Village in the amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The Pioneer Village shall use the \$10,000.00 to make improvements to the facilities and property at the Pioneer Village site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by Pioneer Village, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The Pioneer Village shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of

each quarter. Quarters will end December 31st, March 31st, June 30th and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The Pioneer Village shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Pioneer Village.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. Pioneer Village shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2022 and ending September 30, 2023.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor Pioneer Village shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices, and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this ____ day of October, 2022.

CITY OF GONZALES

By: _____
Interim City Manager, _____

Attest: _____
Kristina Vega, City Secretary

GONZALES COUNTY RESTORATION ASSOCIATION
DBA GONZALES PIONEER VILLAGE

By: _____
Name: _____
Title: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-112 Authorizing the Interim City Manager to Execute an Agreement between the City of Gonzales and Gonzales Chapter Daughters of the Republic of Texas for Historical Preservation

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City currently has an agreement with the Gonzales Chapter Daughters of the Republic of Texas (herein referred to as “JB Wells House Museum”) for annual budgeted funding, provided by hotel occupancy taxes, to be used to address the needs of the JB Wells House Museum to maintain its functionality for the purpose of promoting heritage tourism to Gonzales. The agreement is being presented for City Council consideration for the current fiscal year in the amount of \$10,000.00. The disbursement of funds will be quarterly, beginning December 31, 2022.

POLICY CONSIDERATIONS:

The agreement with JB Wells House Museum will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code. This entity is eligible for funding according to Chapter 351.101(a)(5) of the Texas Tax Code that states (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

FISCAL IMPACT:

The funds are currently budgeted in Account 500-7-811.525 Historic Preservation for \$10,000.00 and those amounts were verified with the Finance Director. The disbursement of the funds will be quarterly beginning December 31, 2022.

ATTACHMENTS:

Proposed agreement with Gonzales Chapter Daughters of the Republic of Texas is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GONZALES AND GONZALES CHAPTER DAUGHTERS OF THE REPUBLIC OF TEXAS AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City shall provide funding to JB Wells House Museum in the amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The JB Wells House Museum shall use the \$10,000.00 to make improvements to the facilities and property at the JB Wells House Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by JB Wells House Museum, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds; and

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Interim City Manager to execute agreements with JB Wells House Museum in the amounts specified and to be expended in conformance with the Texas Tax Code Chapter 351 herein specified in the attached Exhibit.

Section 2. The City Council reserves the right to request all necessary receipts, invoices and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 3. JB Wells House Museum shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Chapter 351.

Section 4. 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 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of October, 2022 between the City of Gonzales (hereinafter referred to as the "City" or the "City of Gonzales") and the Gonzales Chapter Daughters of the Republic of Texas (herein referred to as "JB Wells House Museum").

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

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

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

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

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

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

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

1. The City shall provide funding to JB Wells House Museum in the amount of \$10,000.00 for the budget that runs from October 1, 2022 to September 30, 2023. The JB Wells House Museum shall use the \$10,000 to make improvements to the facilities and property at the JB Wells House Museum site. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding. Invoices and cancelled checks/credit card receipts must be submitted by JB Wells House Museum, allowing 10 business days for staff to review, confirm or seek further information. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
2. The JB Wells House Museum shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th and September

30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**

3. **The JB Wells House Museum shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the JB Wells House Museum.**
4. This Agreement shall be governed by and construed under the laws of the State of Texas and venue for any cause of action shall be Gonzales County.
5. JB Wells House Museum shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.
6. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
7. This Agreement shall be in effect for a period of one year, period beginning October 1, 2022 and ending September 30, 2023.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither the City nor JB Wells House Museum shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.
9. Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
10. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
11. The City reserves the right to request all necessary receipts, invoices, and other records the Interim City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Agreement were expended for expenses authorized by this law.

Executed this ____ day of October, 2022.

CITY OF GONZALES

By: _____
Interim City Manager, _____

Attest: _____
Kristina Vega, City Secretary

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

By: _____
Name: _____
Title: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-113 Approving the Termination of Original Agreement and Amendments by and Between the GEDC and Come & Take It Grill.

DATE: October 13, 2022

Type Agenda Item

Resolution

BACKGROUND:

At its September 26th, 2022, meeting, the GEDC board discussed the current loan agreement with Come & Take It Grill and found Come & Take It Grill is eligible for loan forgiveness. The Board of Directors unanimously approved the proposal for Termination of Original Agreement and Amendments by and between the GEDC and Come & Take It Grill.

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. Come & Take It Grill 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 (\$160,000) in the amount of \$80,000 or more.

ATTACHMENTS:

Termination of Original Agreement and Amendments

STAFF RECOMMENDATIONS:

Staff respectfully recommends City Council to act as deemed necessary.

RESOLUTION NO. 2022-113

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 ARBERIA, LLC, A TEXAS LIMITED LIABILITY COMPANY, D/B/A LA BELLA TAVALA, COME AND TAKE IT BAR AND GRILL; 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 February 29, 2016, the GEDC and Arberia, LLC, a Texas limited liability company, d/b/a La Bella Tavala, Come and Take it Bar and Grill, Gasper Lekgega and Nora Lekgega (hereinafter referred to as “Come and Take It Bar and Grill”) entered into the original Performance Agreement and related Promissory Note Renewal and Extension Correction Agreement concerning the economic development project located within the City of Gonzales, Texas (hereinafter collectively 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 Come and Take It Bar and Grill was required to repay the loan consistent with the terms of the Original Agreement; and

WHEREAS, pursuant to the terms of the Original Agreement Come and Take It Bar and Grill was required to repay a loan in the amount of **One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00)**; and

WHEREAS, Come and Take It Bar and Grill 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, Come and Take It Bar and Grill has repaid to the GEDC said loan and has an unpaid principal balance of less than **Eighty Thousand and No/100 Dollars (\$80,000.00)** or less or fifty percent (50%) of said loan; and

WHEREAS, Come and Take It Bar and Grill has complied with all terms and conditions of the Original Agreement; and

WHEREAS, Come and Take It Bar and Grill has continued to employ and retain jobs within the City of Gonzales, Texas; and

WHEREAS, GEDC desires to assist the Come and Take It Bar and Grill 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 Come and Take It Bar and Grill 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 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 Come and Take It Bar and Grill, a copy of which is attached hereto as ***Exhibit A***, and is incorporated herein for all purposes.

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

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 **ARBERIA, LLC**, a Texas limited liability company, d/b/a La Bella Tavala, Come and Take it Bar and Grill, **GASPER LEKGEKA** and **NORA LEKGEKA** (hereinafter referred to as the “Developer”).

RECITALS:

WHEREAS, on or about February 29, 2016, the GEDC and Developer entered into the original Performance Agreement and related Promissory Note Renewal and Extension Correction Agreement concerning the economic development project located within the City of Gonzales, Texas (hereinafter collectively 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 Thousand Sixty Thousand and No/100 Dollars (\$160,000.00)** payable on or before **March 1, 2026**; 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-Four Thousand Four Hundred Ninety-Four and 76/100 Dollars (\$64,494.76)**; 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:

ARBERIA, LLC,
a Texas limited liability company,

Name: _____

Title: _____

Date Signed: _____

GASPER LEKGEGA

Date Signed: _____

NORA LEKGEGA

Date Signed: _____

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: October 13, 2022

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-114 Approving A Type B Economic Development Performance Agreement by and between the Gonzales Economic Development Corporation and Gonzales Main Street, Inc., a Texas Non-Profit Corporation, authorized pursuant to sections 501.103 and 505.158 of the Texas Local Government Code

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Gonzales Economic Development Corporation (GEDC) has committed 4B sales tax funds for the Gonzales Main Street to administer to preserve and revitalize the Gonzales Main Street district in accordance with the National Main Street Four Point Approach of organization, economic vitality, design, and promotion. An agreement between the GEDC and the Gonzales Main Street documents how grants will be received and administered as a partnership between the GEDC and Gonzales Main Street.

Mainstreet has requested the process grant applications are approved to be Main Street board gives approval, then GEDC approves, then pass on to City Council to ratify. Another change was extending the agreement term. The past agreement between the GEDC and Mainstreet was on a 1-year term, Mainstreet has requested that it be extended to two years so the GEDC will not have to revisit this agreement again unless there are any needed changes during the time. Mainstreet has also requested that the funding amount be increased from \$150,000 to \$156,000.

POLICY CONSIDERATIONS:

GEDC is authorized to make grants of money towards permissible projects. This Performance agreement empowers Gonzales Main Street to administer grants within the Main Street District.

FISCAL IMPACT:

GEDC has allocated \$156,000 in the Fiscal Year 2022-23 budget for approved Main Street grant projects.

ATTACHMENTS:

Performance agreement between the GEDC and the Gonzales Main Street
Resolution

STAFF RECOMMENDATION:

The attached performance agreement was approved by attorney Jeff Moore, and attorney Megan Santee. The performance agreement was then approved by the GEDC on August 22, 2022. The public hearing was held on September 26, 2022 and notice of publication on September 1, 2022.

RESOLUTION NO. 2022-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND GONZALES MAIN STREET, INC., A TEXAS NON-PROFIT CORPORATION, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, GEDC has approved an agreement with Gonzales Main Street, Inc., a Texas non-profit corporation, and the Performance Agreement is attached hereto as ***Exhibit A***; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

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

WHEREAS, the City Council of the City of Gonzales, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as ***Exhibit A***, is consistent with Chapters 501 and 505 of the Texas Local Government Code.

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

Section 1. That the City Council of the City of Gonzales, Texas, finds and determines that the Performance Agreement attached hereto as ***Exhibit A***, is consistent with Chapters 501 and 505 of the Texas Local Government Code, in particular Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 2. That the City Council of the City of Gonzales, Texas, following the second reading

of this Resolution authorizes the Performance Agreement, attached hereto as ***Exhibit A***, and authorize the Mayor to execute this Resolution.

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Performance Agreement]

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES MAIN STREET, INC.**, a Texas non-profit corporation (hereinafter referred to as “Main Street”), and the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, GEDC is a Type B economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Chapters 501 to 505 of the Texas Local Government Code contains the authority for the use of Type B sales tax revenue for permissible “projects” as that term is defined in Chapters 501 to 505 of the Texas Local Government Code; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development;” and

WHEREAS, pursuant to this Agreement, Main Street agrees to undertake the distribution, intake, and approval of applications for the funding of projects consistent with Chapters 501 to 505 of the Texas Local Government Code, and in particular Sections 501.103 and 505.158 of the Texas Local Government Code; and

WHEREAS, Main Street agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Gonzales, Texas, to approve all programs and expenditures of GEDC, and accordingly this Agreement is not effective until City Council has approved this Agreement at a City Council meeting called and held for that purpose.

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, and shall continue thereafter until **September 30, 2024**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Gonzales, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 820 N. St. Joseph Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between Main Street and GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 N. St. Joseph Street, Gonzales, Texas 78629.
- (g) **Main Street.** The words “Main Street” mean the Gonzales Main Street, Inc., a Texas non-profit corporation, its successors and assigns, whose address for the purposes of this Agreement is 820 N. St. Joseph Street, Gonzales, Texas 78629.
- (h) **Main Street District.** The words “Main Street District” mean the area of the City of Gonzales, Texas, as depicted in **Exhibit A** of this Agreement which is attached hereto and is incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of removal of slipcovers, false fronts or non-historical added facades, repainting of replaced mortar joints and brick, removing paint and restoring it to its natural condition, reconstruction or remodeling that achieves a historic look, restoring transom windows,

replacing/restoring awnings or canopies to their historic state. In addition, landscaping (if irrigated and maintained and warranted for one year) parking lot resurfacing, striping, fencing driveway improvement, lighting, electrical, plumbing, fencing, installation of sprinkler systems and compliance with ADA requirements, and infrastructure, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103 and 5051.58 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act. All “Qualified Expenditures” must be made within the Main Street District, as depicted in ***Exhibit A*** of this Agreement which is attached hereto and is incorporated herein for all purposes.

- (j) **Related Documents.** The words “Related Documents” mean and include without limitation all other instruments and documents, whether now or hereafter existing, executed in connection with this Agreement.
- (k) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF MAIN STREET.

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

- (a) **Economic Development Projects.** Main Street covenants and agrees to provide to applicants requesting funding for properties within the Main Street District, the following:
 - (1) the form of the application attached hereto as ***Exhibit B***; and
 - (2) the checklist in a form attached hereto as ***Exhibit C***.

Main Street through its Board of Directors covenants and agrees to approve applications consistent with the Act. Upon, approval by the Board of Directors of Main Street, the applications will require approval by the GEDC Board of Directors. Main Street covenants and agrees all properties approved for funding pursuant to this Agreement shall be within the Main Street District. Further, Main Street covenants and agrees no approved applicant shall receive more than **Fifty-Two Thousand and No/100 Dollars (\$52,000.00)** in funding. In addition, Main Street covenants and agrees that approved applicants shall execute a performance agreement in a form substantially similar to the form attached hereto as ***Exhibit D***, prior to the receipt of any funding.

- (b) **Quarterly Reports.** Main Street covenants and agrees on a quarterly basis during the Term of this Agreement to provide to the GEDC written quarterly reports on economic development activities related to this Agreement. In addition, Main Street covenants and agrees to provide quarterly reports in person at the regularly scheduled meetings of the GEDC during the Term of this Agreement.
- (c) **Performance.** Main Street covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and

agreements by and between Main Street and GEDC.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF GEDC.

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

- (a) **Financial Assistance by GEDC.** GEDC covenants and agrees to provide funding for the Main Street projects in an amount not to exceed **One Hundred Fifty-Six Thousand and No/100 Dollars (\$156,000.00)**. GEDC covenants and agreement to provide funding consistent with the application for funding for the Main Street projects, and as approved by Main Street and GEDC within thirty (30) days of said applicant providing the GEDC paid invoices, paid receipts, or other paid documentation acceptable to the GEDC. Further, GEDC covenants and agrees to undertake any and all procedural requirements under the Act including the publication of notice, and conduct a public hearing concerning this Agreement and related project.
- (b) **Performance.** GEDC covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between GEDC and Main Street.

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **Affirmative Obligations of Main Street.** The failure of Main Street to comply with any of the affirmative obligations contained within Section 4 of this Agreement is an Event of Default.
- (b) **Affirmative Obligations of GEDC.** The failure of GEDC to comply with any of the affirmative obligations contained within Section 5 of this Agreement is an Event of Default.
- (c) **False Statements.** Any warranty, representation, or statement made or furnished to GEDC by or on behalf of Main Street under this Agreement or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (d) **Insolvency.** Main Street's insolvency, appointment of receiver for any part of Main

Street's property, any assignment for the benefit of creditors of Main Street, any type of creditor workout for Main Street or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Main Street is an Event of Default.

- (e) **Other Defaults.** Failure of Main Street to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of Main Street to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between GEDC and Main Street is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Main Street: Gonzales Main Street, Inc.
820 N. St. Joseph Street
Gonzales, Texas 78629
Attn: _____
Telephone: _____

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

(h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(j) **Termination without Default.** Either party may terminate this Agreement at any time with 60 days advance written notice to the other party. Within thirty (30) days of termination of the Agreement, Main Street shall return to GEDC any unexpended funds provided pursuant to this Agreement.

[The Remainder of this Page Intentionally Left Blank]

MAIN STREET ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND MAIN STREET AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

MAIN STREET:

GONZALES MAIN STREET, INC.,
a Texas non-profit corporation,

By: _____
Name: _____
Title: _____
Date Signed: _____

GEDC:

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

By: _____
Andy Rodriguez, President
Date Signed: _____

Exhibit A

[Depiction of the Main Street District]

Gonzales Main Street District



Tiffany Hutchinson-Padilla
Main Street Director
P.O. Box 547

Office: 830-672-2815

Cell: 830-203-1705

Fax: 830-672-2813

Email: tpadilla@gonzales.texas.gov

www.gonzales.texas.gov/p/departments/main-street

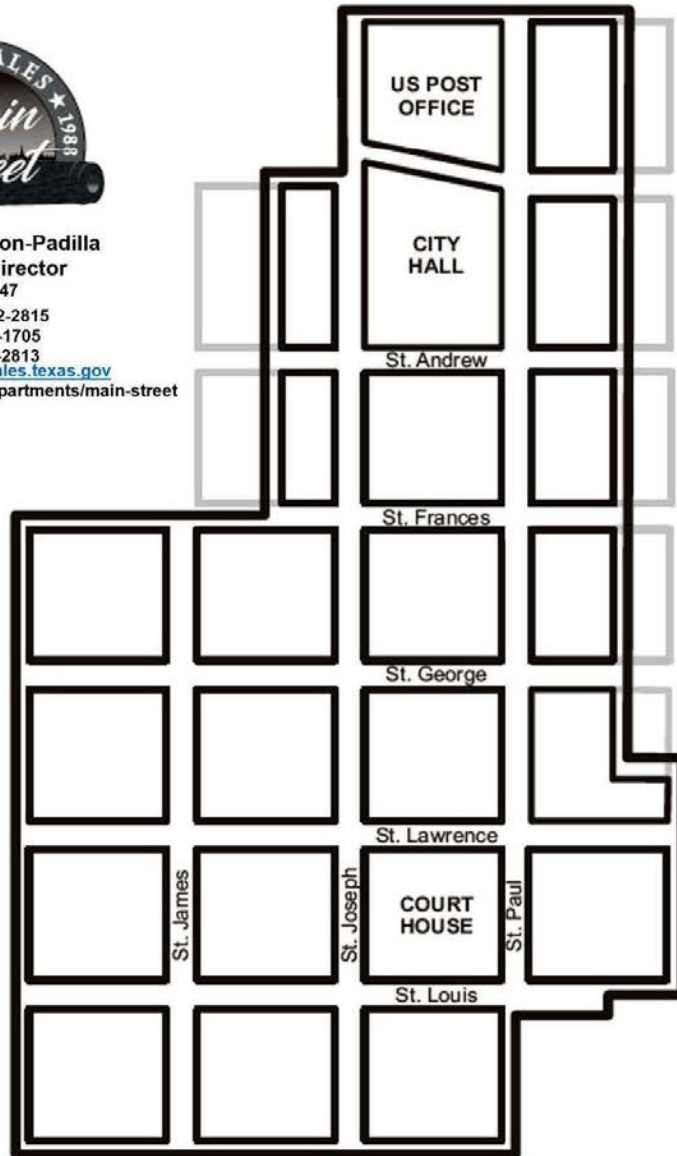


Exhibit B

[Form of GEDC Application]



Gonzales Economic Development Corporation Small Business Incentive Grant Application

1. The Business Incentive Grant Guidelines have been reviewed. ☐ Yes ☐ No
2. One original application and one copy is attached. ☐ Yes ☐ No
3. All parties having an ownership in the business, property or facility have signed this application. ☐ Yes ☐ No
4. This application contains three (3) cost estimates from qualified contractors and/or suppliers. ☐ Yes ☐ No
5. Type of grant being requested:
 - ☐ **Property Improvement** - Storefronts, including, but not limited to, items such as painting, reconstruction, remodeling, landscaping (if irrigated and maintained or warranted for one year), parking lot resurfacing, striping, driveway improvement, lighting, electrical, plumbing, fencing and other infrastructure.
 - ☐ **Sign Improvement Grant** - New signs, and renovation or removal of existing signs.
 - ☐ **Vacant, Underutilized & Occupancy** - Available a business that rents or purchases a vacant or underutilized building and operate a business. GEDC will reimburse business owners up to 50% of their rent or mortgage payments, not to exceed \$6,000.00. The reimbursement requires that the business signs a two (2) year lease and remains open and operating for a minimum of six (6) months before any reimbursement payment will be made.
 - ☐ **Mega Grant** - Gonzales EDC will provide a matching grant of up to 50% of improvement costs to new or existing commercial or business property owners who make a minimum investment of at least \$65,000.00 to purchase and/or renovate the building. Improvements may include but not limited to the installation of sprinkler systems, compliance with ADA, demolition and framing and infrastructure.
 - ☐ **Main Street District** – Businesses must be located within the Gonzales Main Street District. Eligible improvements included, but not limited to, are removal of slipcovers, false fronts or non-historical added facades, repainting of replaced mortar joints and brick, removing paint and restoring it to its natural condition, reconstruction or remodeling that achieves a historic look, restoring transom windows, replacing/restoring awnings or canopies to their historic state. In addition, landscaping (if irrigated and maintained and warranted for one year) parking lot resurfacing, striping, fencing driveway improvement, lighting, electrical, plumbing, fencing, installation of sprinkler systems and compliance with ADA requirements, and infrastructure.
6. The business is a for-profit enterprise. ☐ Yes ☐ No
7. Is the business located in the Main Street District? ☐ Yes ☐ No

Business Incentive Grant Application

1. Applicants name(s) _____
2. Business name _____
3. Applicants business phone _____ cell phone _____
e-mail address _____ business website _____
4. Mailing address _____
5. Physical address of property for which grant is requested: _____
6. Estimated project start date _____
7. Estimated project completion date _____
8. Do you own any or all interest in the property or building? ☐ Yes ☐ No
9. Owner's business phone _____ Owner's cell phone _____
Owner's E-mail address _____
Owners mailing address _____
10. This business is a ☐ sole proprietorship ☐ Partnership ☐ S Corp ☐ Corporation
☐ Other _____
Describe the business activity. Attach additional sheets if necessary. Example: professional office – law firm, manufacturing – auto parts, retail – women's clothing, wholesale distribution – food products, restaurant – sit down for fast food.

11. This business is a ☐ new business or start up or ☐ established
12. Year established _____
13. Has the applicant received a grant from the GEDC in the past? ☐ Yes ☐ No
Amount awarded _____ Date _____
Use of grant _____
14. Number of jobs retained _____
15. Number of employees projected over the next five (5) years _____
16. Average annual wage paid to employees _____
17. Provide a detailed description of the proposed project. Attach project drawings, specifications, and information about the project. Example: replacing roof, finishing out space for retail, add 2 offices, remodel 2 restrooms, upgrade electrical and plumbing to meet current city code.

18. Total estimated cost of the capital investment in the project _____
19. Cost of land and or site acquisition _____
20. Cost of site improvements _____
21. Sales tax information for the past five (5) years is attached. ☐ Yes ☐ No

22. Sales tax projections for the next five (5) years are attached. ☐ Yes ☐ No
23. Estimated inventory located at property for the next 5 years _____
24. Estimated cost of new furniture, fixtures and equipment added. _____
25. Property tax information for real and personal property paid for the past 5 years is attached. ☐ Yes ☐ No
26. Proof of financing is attached ☐ Yes ☐ No
27. The project is being self-funded. ☐ Yes ☐ No

Certifications and acknowledgements

I (we) the undersigned do hereby acknowledge and/or certify the following

- a. Prior to the submission of this application, a copy of the “Guidelines and Criteria” for the Business Improvement Grant program have been obtained, reviewed, and are clearly understood.
____ Initials of Applicant
____ Initials of Property Owner
- b. The submission of the Application does not create any property, contract or other legal rights in any person or entity to have the Grantor provide grant funding.
____ Initials of Applicant
____ Initials of Property Owner
- c. If the grant funds are approved, full compliance will be maintained with all of the provisions of the Grant Guidelines and/or special provisions attached as part of the grant. Failure to so may be grounds for ineligibility to receive previously approved grant funding.
____ Initials of Applicant
____ Initials of Property Owner
- d. If grant funding is approved, a designee of the GEDC or Main Street Director shall have the right to inspect the work in progress, as well as all completed improvements.
____ Initials of Applicant
____ Initials of Property Owner
- e. All grant funding is contingent upon the continued availability of grant funds. The GEDC reserves the right to decrease funding or cancel the grant program at its sole discretion.
____ Initials of Applicant
____ Initials of Property Owner
- f. The GEDC reserves unto itself its absolute right of discretion in deciding whether or not to approve a grant relative to this application. The Applicant accepts that all decisions relating to the award of grant funds involve subjective judgements, on

the part of the decision-making entity, related to the aesthetics of the of the proposed project and the granting of awarded funds for said project. The GEDC reserves the right to waive or add any of the requirements of a grant application as it deems necessary.

_____Initials of Applicant

_____Initials of Property Owner

- g. The GEDC, its employees and its agents and the Main Street Director shall be held harmless for any damages, both personal and property, which may result directly or indirectly from any incident associated with subject project of this Application both during and after construction, and that the GEDC, its employees, and its agents shall not be liable for any debts incurred in association with the execution and completion of the subject property of this Application, and further that I (we) the Applicant/Applicants assume all responsibility for any all the aforementioned liabilities.

_____Initials of Applicant

_____Initials of Property Owner

- h. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the “Guidelines and Criteria,” and this Application, and that if any provision or provisions of these should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected in thereby.

_____Initials of Applicant

_____Initials of Property Owner

- i. The information provided in the Application has been provided voluntarily, and may be relied upon as being true and correct , and that the GEDC may rely on the signatures affixed hereto as if the same had been signed by Applicant(s) before a Notary Public or other authorized officer to administer oaths and take acknowledgements.

_____Initials of Applicant

_____Initials of Property Owner

- j. State law requires that, by signing and submitting this application, you certify that the company, its branches, divisions, and departments do and will not knowingly employ and undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a(f). Repayment will be due not later than the 120th day after the date the City notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:
1. Lawfully admitted for permanent residence to the United States; or ii. authorized under law to be employed in that manner in the United States.

_____ Initials of Applicant
_____ Initials of Property Owner

Signed this _____ day of _____, 20____, _____
Applicant Name Printed

Applicants Signature

Signed this _____ day of _____, 20____, _____
Facility Owner Name Printed

Facility Owners Signature

Exhibit C

[Documentation Checklist]



Business Improvement Grant Program DOCUMENTATION CHECKLIST

Documentation to be provided by the applicant:

- _____ Establishment of business entity name (copy of Articles of Incorporation, dba, etc.)
- _____ Sales Tax information for the past year
- _____ Sales Tax information for the past five (5) years
- _____ Copy of lease agreement (if facility is leased)
- _____ Legal description of subject property (Deed of Ownership)
- _____ History of the building: Original Photos, Newspaper Articles in a timeline.
- _____ Appraisal Information for: Property, Business, etc.
- _____ Vicinity map of subject property: Recent Survey, topical/street view
- _____ Estimates of proposed improvements
- _____ Pictures of building's exterior, roof, and foundation.
- _____ Scale drawing by Texas Main Street Architect or registered design professional.
- _____ Documentation of approved financing
- _____ State sales tax reporting form for most current (three month, 1 year , 5 year if applicable)
- _____ Consultation with City of Gonzales Building Official
- _____ Consultation with City of Fire Official
- _____ Copy of permits for project

Exhibit D

[Form of Performance Agreement]

MAIN STREET DISTRICT PERFORMANCE AGREEMENT

This **MAIN STREET DISTRICT PERFORMANCE AGREEMENT** (hereinafter referred to as the “Agreement”) by and between _____ (hereinafter referred to as “Developer”), and the **GONZALES MAIN STREET, INC.**, a Texas non-profit corporation (hereinafter referred to as “Main Street”), is made and executed on the following recitals, terms and conditions.

WHEREAS, Main Street is a Texas non-profit corporation who has contracted with the Gonzales Economic Development Corporation, a Type B economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, to oversee projects undertaken within the Main Street District, an area located within the City of Gonzales, Texas, as depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development;” and

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

WHEREAS, Developer has applied to Main Street for financial assistance necessary for the renovation and improvements to be made to the Property, as defined herein, which is located within the Main Street District; and

WHEREAS, Main Street’s Board of Directors have determined the financial assistance provided to Developer through this Agreement is consistent with and meets the definition of “project” as that term is defined in Sections 501.103 and 505.158 of the Texas Local Government Code, and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

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 Main Street and the Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter for one year from the Effective Date of this Agreement, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Main Street District Performance Agreement, together with all exhibits and schedules attached to this Main Street District Performance Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Gonzales, Texas, a Texas municipality, whose address for the purposes of this Agreement is 820 N. St. Joseph Street, Gonzales, Texas 78629.
- (d) **Developer.** The word “Developer” means _____, whose address for the purposes of this Agreement is _____ Street, Gonzales, Texas 78629.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and Main Street.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Eight Hundred Twenty (1,820) hours of work averaged over a twelve (12) month period.
- (h) **Main Street.** The words “Main Street” mean the Gonzales Main Street, Inc., a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of

this Agreement is 820 N. St. Joseph Street, Gonzales, Texas 78629.

- (i) **Main Street District.** The words “Main Street District” mean the area of the City of Gonzales, Texas, as depicted in ***Exhibit A*** of this Agreement which is attached hereto and is incorporated herein for all purposes.
- (j) **Property.** The word “Property” means the property generally located at _____, City of Gonzales, Gonzales County, Texas, which is located within the Main Street District.
- (k) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of removal of slipcovers, false fronts or non-historical added facades, repainting of replaced mortar joints and brick, removing paint and restoring it to its natural condition, reconstruction or remodeling that achieves a historic look, restoring transom windows, replacing/restoring awnings or canopies to their historic state. In addition, landscaping (if irrigated and maintained and warranted for one year) parking lot resurfacing, striping, fencing driveway improvement, lighting, electrical, plumbing, fencing, installation of sprinkler systems and compliance with ADA requirements, and infrastructure, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103 and 5051.58 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act. All “Qualified Expenditures” must be made within the Main Street District, as depicted in ***Exhibit A*** of this Agreement which is attached hereto and is incorporated herein for all purposes.
- (l) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

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

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to Main Street invoices, receipts, or other documentation in a form acceptable to Main Street for the Qualified Expenditures made to the Property in a minimum amount of _____ **Thousand and No/100 Dollars (\$xx,xxx.00)** within three (3) months of the Effective Date of this Agreement.
- (b) **Operate Business Located on Property.** Developer covenants and agrees during the Term of this Agreement to keep open to the general public the business located on the Property.
- (c) **Job Creation and Retention.** Developer covenants and agrees during the Term of this Agreement, the Developer shall employ or cause to be employed a minimum of _____ (_____) Full-Time Equivalent Employment Positions working at the Property.
- (d) **Performance Conditions.** Developer agrees to make, execute and deliver to Main Street

such other instruments, documents and other agreements as Main Street or its attorneys may reasonably request to evidence this Agreement.

- (e) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and Main Street.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF MAIN STREET.

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

- (a) **Reimbursement for Qualified Expenditures.** Main Street covenants and agrees to submit reimbursement to Developer for Qualified Expenditures made by the Developer to the Property pursuant to Section 4(a) of this Agreement in the amount not to exceed _____ **Thousand and No/100 Dollars (\$XX,000.00)** within thirty (30) days of receipt of said documentation required by Section 4(a) of this Agreement.
- (b) **Performance.** Main Street agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and Main Street.

SECTION 6. CESSATION OF FINANCIAL ASSISTANCE.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer or Main Street to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or Main Street to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and Main Street is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to Main Street by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor

workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from Main Street and/or Gonzales County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Filed in Deed Records.** This Agreement shall be filed in the deed records of Gonzales County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of the Developer.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer:

Gonzales, Texas 78629
Attn: _____
Telephone: _____

if to Main Street:

Gonzales Main Street, Inc.
820 N. St. Joseph Street
Gonzales, Texas 78629
Attn: _____, President
Telephone: _____

- (i) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Main Street notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

MAIN STREET:

GONZALES MAIN STREET, INC,

a Texas non-profit corporation

By: _____

, President

Date Signed: _____

ATTEST:

, Secretary

STATE OF TEXAS

§

§

COUNTY OF GONZALES

§

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, President of the Gonzales Main Street, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

DEVELOPER:

a Texas _____,

By: _____

Name

President

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF GONZALES

§

This instrument was acknowledged before me on the ____ day of _____
_____, 2022, by _____, _____ of the _____
_____, a Texas _____, on behalf of said _____.

Notary Public, State of Texas

Exhibit A

[Depiction of the Main Street District]

Gonzales Main Street District



Tiffany Hutchinson-Padilla
Main Street Director
P.O. Box 547

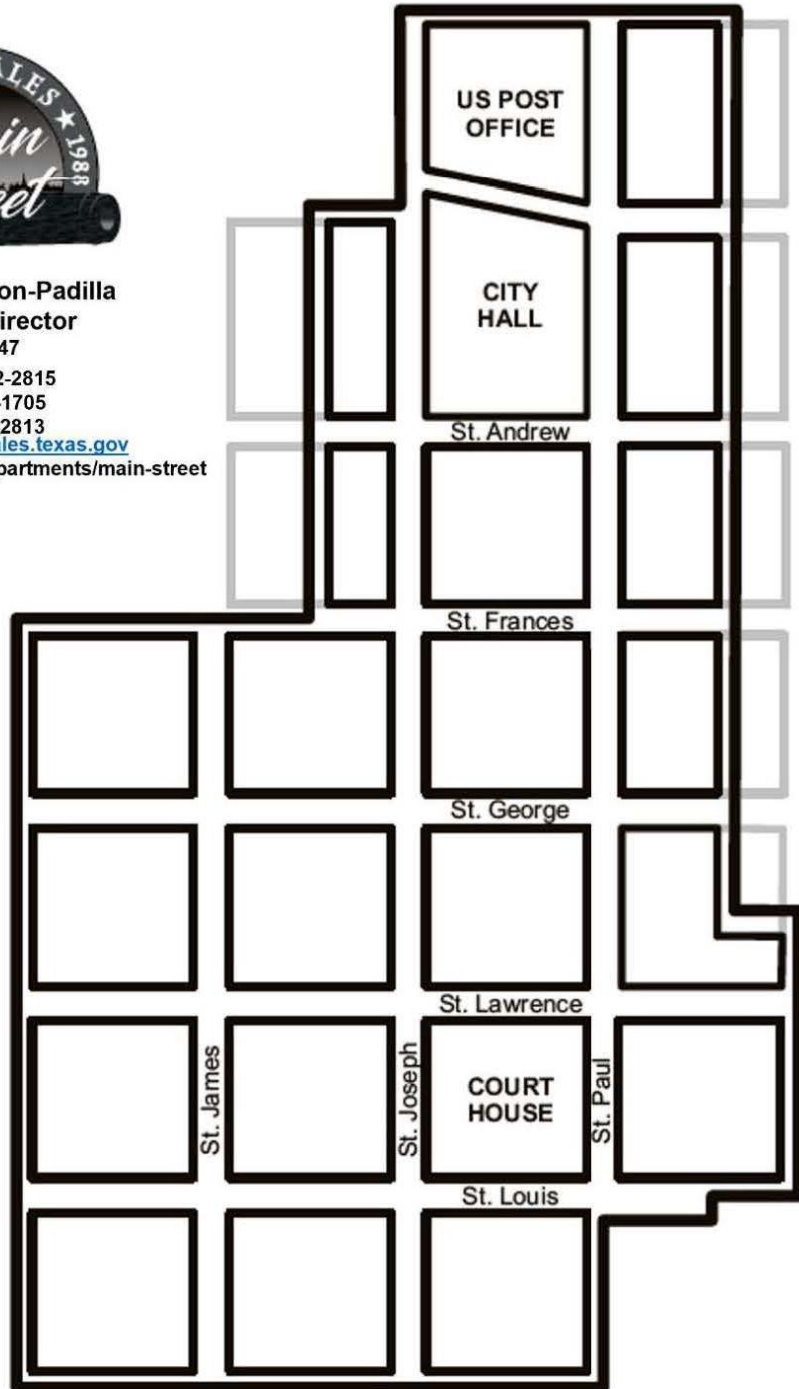
Office: 830-672-2815

Cell: 830-203-1705

Fax: 830-672-2813

Email: tpadilla@gonzales.texas.gov

www.gonzales.texas.gov/p/departments/main-street



COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-115 Approving a Performance Agreement by and between the City of Gonzales, Texas, and Gonzales Economic Development Corporation Concerning Upgrades to the Gonzales Memorial Museum, generally located at 414 Smith Street, Gonzales, Texas

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At its September 26th meeting, the GEDC approved a motion to obligate \$325,000 for the City of Gonzales to engage a contractor for a three (3) phase project at Memorial Museum. The scope of work will include drainage improvements to the underground crawl space, structural repairs, and ventilation. The project is anticipated to start mid-December and end September 30, 2023.

POLICY CONSIDERATIONS:

Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section.” Since GEDC is providing the funding, it is considered a Project which requires a Performance Agreement. This pertains to funding projects to the city and with the private sector.

FISCAL IMPACT:

GEDC budgeted \$150,000.00 in GL account 700-7-700.720, Community Facility Development in the 2022-2023 budget. The remaining amount of \$175,000.00 will come from the Economic Development Corporation’s fund balance, and a budget amendment will have to be completed at a later date.

ATTACHMENTS:

Resolution
Performance Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends City Council to act as deemed necessary

RESOLUTION NO. 2022-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE CITY OF GONZALES, TEXAS, AND GONZALES ECONOMIC DEVELOPMENT CORPORATION CONCERNING UPGRADES TO THE GONZALES MEMORIAL MUSEUM, GENERALLY LOCATED AT 414 SMITH STREET, GONZALES, TEXAS; 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, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, GEDC has approved a project with the City of Gonzales, Texas, and the Performance Agreement, a copy of which is attached hereto as ***Exhibit A***; concerning improvements to the Gonzales Memorial Museum, generally located at 414 Smith Street, Gonzales, Texas, and

WHEREAS, the City Council of the City of Gonzales, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as ***Exhibit A***, meets the definition of “project,” as that term is defined by Section 505.152 of the Texas Local Government Code, and authorizes the project.

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, finds and determines that the project and Performance Agreement attached hereto as ***Exhibit A***, is otherwise consistent with Section 505.152 of the Texas Local Government Code.

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

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

[Performance Agreement]

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and the **CITY OF GONZALES, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”), is made and executed on the following recitals, terms and conditions.

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

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, City has applied to GEDC for financial assistance for phase 3 work to the Gonzales Memorial Museum, generally located at 414 Smith Street, Gonzales, Texas (hereinafter referred to as the “Property”) consisting of ventilation, drainage, and structure improvements to the Property, including structural, civil, and mechanical, electrical and plumbing associated work to the Property (hereinafter referred to as the “Qualified Expenditures”); and

WHEREAS, the GEDC’s Board of Directors have determined the financial assistance provided to City is consistent and meets the definition of “project” as that term is defined in Section 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, City agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Gonzales, Texas, to approve all programs and expenditures of the GEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

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

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall

be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2024**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The words “City” means the City of Gonzales, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the City and the GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (g) **Property.** The word “Property” means the Gonzales Memorial Museum located at 414 Smith Street, Gonzales, Gonzales County, Texas.
- (h) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs consisting of ventilation, drainage, and structure improvements to the Property, including structural, civil, and mechanical, electrical and plumbing associated work to the Property, and those costs which meet the definition of “project” as that term is defined in Section 505.152 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (i) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF THE CITY.

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

- (a) **Reimbursement.** The City shall be entitled to reimbursement from GEDC in the amount not to exceed **Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00)** for the Qualified Expenditures made to the Property. City covenants and agrees to commence work on the Property by **December 5, 2022**. Further, City covenants and agrees to submit to the GEDC invoices, receipts, or other documentation of the Qualified Expenditures in a form acceptable to the GEDC prior to any reimbursement. City covenants and agrees to provide to the GEDC said invoices, receipts, or other documentation by **September 30, 2024**.
- (b) **Operate Gonzales Memorial Museum.** City agrees to keep open to the general public during normal operating hours during the Term of this Agreement the Gonzales Memorial Museum located on the Property.
- (c) **Performance Conditions.** City agrees to make, execute and deliver to GEDC such other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence the Loans.
- (d) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between City and GEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** GEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the City pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00)** or the aggregate amount of said invoices, receipts, or other documentation submitted by the City to GEDC within thirty (30) days of receipt of said documentation.
- (b) **Performance.** GEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and GEDC.

SECTION 6. EVENTS OF DEFAULT.

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

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

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. In the event, City defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the GEDC to City pursuant to Section 5(a) of this Agreement shall become immediately due and payable by City to the GEDC.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

Agreement and bind City to the same. GEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in Section 3 of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, City agrees to keep GEDC informed at all times of City's current address.
- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF GONZALES, TEXAS,
a Texas home-rule municipality,

By: _____

S.H. Sucher, Mayor

Date Signed: _____

ATTEST:

Kristina Vega, City Secretary

GEDC:

GONZALES ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____

Andy Rodriguez, President

Date Signed: _____

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution 2022-116 Accepting the proposals for the Gonzales Memorial Museum Restoration Underground Crawlspace Project to Hodges Construction Services

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

City staff has applied for funding from the GEDC for 2 french drains, 2 catch basins, outflow, piping to include minor grading around catch basins and electrical if encountered in the flow line to be relocated at the Museum. This will address the water and ventilation issues in the crawlspace at the Gonzales Memorial Museum. During the September 26, 2022 GEDC Meeting the board voted unanimously to approve funding for the project in an amount not to exceed \$325,000.00.

The project was originally bid in May 2022, and the amount of the proposal received was substantially greater than the amount budgeted. City Council rejected all proposals in July, 2022 and authorized the project to be re-advertised in the City's best interest to include a base bid and have alternate drainage & alternate ventilation bids put into the project. The updated RFP was posted on Thursday, July 21, 2022 with a Pre-Bid Meeting on Thursday, August 4, 2022, and proposals due on Thursday, August 19, 2022 at 2:00 P.M. The City of Gonzales received two responses to the RFP, with a base proposal of \$313,332.00 from Hodges Construction Services, and \$531,918.00 from Sullivan Contracting Services.

POLICY CONSIDERATIONS:

Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section." Since GEDC is providing the funding, it is considered a Project which requires a Performance Agreement. This pertains to funding projects to the city and with the private sector.

FISCAL IMPACT:

GEDC budgeted \$150,000.00 in GL account 700-7-700.720, Community Facility Development in the 2022-2023 budget. The remaining amount of \$175,000.00 will come from the Economic Development Corporation's fund balance, and a budget amendment will have to be completed at a later date.

ATTACHMENTS:

Tabulation

STAFF RECOMMENDATION:

Staff respectfully recommends the City Council accept the proposal and award the contract to Hodges Construction Services.

RESOLUTION NO. 2022-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCCEPTING THE PROPOSAL AND AWARDING THE CONTRACT FOR THE GONZALES MEMORIAL MUSEUM RESTORATION UNDERGROUND CRAWLSPACE PROJECT TO HODGES CONSTRUCTION SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the advertisements for the Request for Proposals were published in the newspaper for two consecutive weeks beginning July 21, 2022; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on Thursday, August 19, 2022, at 2:00 p.m.; and,

WHEREAS, two proposals were received with a base proposal of \$313,332.00 from Hodges Construction Services, and \$531,918.00 from Sullivan Contracting Services; and,

WHEREAS, \$150,000.00 was allocated within the 2022-2023 Fiscal Year Budget and a budget amendment for the remaining \$175,000.00 that was approved by the Gonzales Economic Development Corporation; and

WHEREAS, the City Council finds that accepting the proposal and awarding the contract for the Gonzales Memorial Restoration Underground Crawlspace Project to Hodges Construction Services in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales hereby accepts the proposal and awards the contract for the Gonzales Memorial Museum Restoration Underground Crawlspace Project to Hodges Construction 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

**CITY OF GONZALES | GONZALES MEMORIAL MUSEUM RESTORATION
UNDERGROUND CRAWLSPACE PROJECT**

Gonzales, Texas
TSG Architects AIA

Thursday, August 18, 2022
2:00 p.m.

BID TABULATIONS

CONTRACTOR	BASE BID	ALTERNATE A	ALTERNATE B	ADD #1	ADD #2	DAYS	NOTES
Hodges Construction Services	\$ 313,332	(\$ 57,593)	(\$ 96,996)	√	√	90	
Sullivan Contracting Services	\$ 531,918	N/A	N/A	√	√	120	

Alternate A – **Deduct** – Delete the Drainage Plan as shown on sheet C.1.0 and all associated costs

Alternate B – **Deduct** – Delete the Mechanical and Plumbing Plans as shown on Sheet MP2.1 and all associated costs

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: October 13, 2022

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-117 Approving a Type B Economic Development Agreement by and Between the Gonzales Economic Development Corporation and City of Gonzales, Texas, authorized pursuant to section 505.158 of the Texas Local Government Code for the Matching Grant moneys for the EDC Water Tower Project in the amount of \$84,000.00

TYPE AGENDA TYPE:

Resolution

BACKGROUND:

At its September 26, 2022, meeting the GEDC approved an ask to pledge a match of \$84,000 for the EDA grant to fund infrastructure improvements in the industrial park. If the ask and letter of support are approved as drafted, the GEDC is committing to match the grant for engineering and construction as well purchasing the land for the new water tower. The new water tower is to provide higher water pressure to existing businesses located within the Industrial Park as well as to supply any future businesses. The grant application is due October 1, 2022.

Per Jeff Moore, GEDC attorney, and Dan Santee, City attorney, the original ballot wording to approve the Section 4B sales tax, now called Type B sales tax, the voters authorized and approved the sales tax to be used for water improvements.

POLICY CONSIDERATIONS:

Sections 501.103, 505.152, 505.155, and 505.158 of the Texas Local Government Code.

ATTACHMENTS:

Letter of Support Document from GEDC
Performance Agreement

STAFF RECOMMENDATIONS:

Staff respectfully recommends City Council to act as deemed necessary.

RESOLUTION NO. 2022-117

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

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

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 505.155 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including: (1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and (2) any other project that the board of directors in the board's discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs”; and

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

until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings"; and

WHEREAS, GEDC has approved a project with the City of Gonzales, Texas, and the Performance Agreement is attached hereto as ***Exhibit A***; and

WHEREAS, the City Council of the City of Gonzales, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as ***Exhibit A***, will promote new or expanded business development, and otherwise meets the definition of "project," as that term is defined by Sections 501.103, 505.152, 505.155, and 505.158 of the Texas Local Government Code.

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

Section 1. That the City Council of the City of Gonzales, Texas, finds and determines that the project and Performance Agreement, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Sections 501.103, 505.152, 505.155, and 505.158 of the Texas Local Government Code.

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

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

Exhibit A

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and the **CITY OF GONZALES, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “City”), is made and executed on the following recitals, terms and conditions.

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

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 505.155 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including: (1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and (2) any other project that the board of directors in the board's discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs”; and

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

until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings"; and

WHEREAS, City has applied to GEDC for financial assistance necessary to submit a grant application for the construction and installation of a water tower to be located within the City of Gonzales, Texas; and

WHEREAS, the GEDC's Board of Directors have determined the financial assistance to be provided to City pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Sections 501.103, 505.152, 505.155, and 505.158 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code.

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 City agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2023**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word "City" means the City of Gonzales, Texas, a Texas home-rule municipality, its successors and assigns, and whose address for the purposes of this Agreement is 820 St. Joseph Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the City and the GEDC.

- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (g) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the submission of a grant application to the United States Economic Development Administration, a bureau within the U.S. Department of Commerce, or related agency for a water tower to be located within the City of Gonzales, Texas, and those expenses which meet the definition of “project” as that term is defined in Section 501.103, 505.152, 505.155, 505.158 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF CITY.

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

- (a) **Financial Assistance.** Upon the Effective Date of this Agreement, City shall be entitled to the sum not to exceed **Eighty-Four Thousand and No/100 Dollars (\$84,000.00)** from the GEDC for the Qualified Expenditures. Borrower agrees to provide to Lender by the end of the Term of this Agreement receipts, invoices, or other documentation which is in a form acceptable to the Lender for said Qualified Expenditures.
- (b) **Performance Conditions.** City agrees to make, execute and deliver to GEDC such other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between City and GEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.

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

- (a) **Financial Assistance for Qualified Expenditures.** GEDC covenants and agrees to

provide financial assistance in the amount of **Eighty-Four Thousand and No/100 Dollars (\$84,000.00)** to the City consistent with Section 4(a) of this Agreement.

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

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of City or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of City or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between City and GEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to GEDC by or on behalf of City under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** City's insolvency, appointment of receiver for any part of City's property, any assignment for the benefit of creditors of City, any type of creditor workout for City, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against City is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Gonzales County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. GEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to GEDC:

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

if to City:

City of Gonzales, Texas

820 St. Joseph Street
Gonzales, Texas 78629
Attn: _____
Telephone: _____

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

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

GEDC:

GONZALES ECONOMIC DEVELOPMENT CORPORATION,

a Texas non-profit corporation

By: _____
Andy Rodriguez, President

Date Signed: _____

CITY:

CITY OF GONZALES, TEXAS,

a Texas home-rule municipality,

By: _____
S.H. Sucher, Mayor

Date Signed: _____

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discussion, Consideration and recommendations to provide direction to staff regarding the Butterfly Garden improvements and downtown beautification

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In March 2022, the Gonzales Main Street, Inc. was made aware that they have been tasked with restoration, beautification, and ongoing upkeep of the Gonzales Butterfly Garden. The Butterfly Garden is located at 309 St Paul Street between St Louis Street and St Matthew Street and falls in the Historic Gonzales Main Street District. It was planted in February 2012 after a City Council Resolution was passed. At the April 21st, 2022 Gonzales Main Street Board Meeting the board unanimously approved to request funds from the EDC to hire a landscape professional to restore/revitalize the Butterfly Garden.

Community volunteers and civic garden clubs were consulted and assisted with obtaining bids for the Butterfly Garden Restoration Project and the ongoing upkeep of the garden.

At the May 23rd, 2022 GEDC Board Meeting, the EDC unanimously approved the Gonzales Main Street requested for \$25,000.00, which was in the 2021-2022 budget for Downtown Beautification Projects. The ongoing sustainability of the Butterfly Garden was also discussed, as is critical to its success. Main Street initially requested funds in their 2022-2023 City Budget to cover the cost of hiring a third-party landscaping company to perform the ongoing maintenance and upkeep of the Butterfly Garden. It was Main Street belief that having a professional landscaper, who is familiar with the delicate nature of the plants, would provide the best possible outcome for its sustainability. However, that item has since been removed from the Main Street City budget request for 2022-2023.

At the July 14th, 2022 City Council meeting, the funding request was presented by the GEDC to the City Council. The agenda item was postponed for further discussion and additional research into other projects that could potentially be utilized for the beautification of the downtown area.

In the three months following the City Councils postponement of this agenda item, Gonzales Main Street has received numerous suggestions and bids from community members on implementation of art, beautification of the Downtown Squares, installation of memorial benches, repainting of handrails and trash cans, dog park designations, planting of a tree museum, and other use of public space (including the Butterfly Garden). Each of these suggestions will change the scope of work initially submitted by Gonzales Main Street, Inc.

There have been a multitude of ideas and plans developed over the years and the existing Main Street Board feels as though their current efforts are reactionary. It is the desire of the Gonzales Main Street Board to get direction from City Council as to the Master Vision and overall plan for the Downtown area. We agree that the Downtown area is ready for an update as it relates to planning and visioning. We are looking for direction from Council to assist in creating a Strategic Plan for the overall revitalization of our Downtown area.

What do we want Gonzales and the Main Street to look like in 5, 10, and 15 years? What will draw community and visitors to our public areas? As one council person aptly stated, “we need a plan that “Protects our Past, Perfects our Present, and Plans for our Future”. What do we want Gonzales to look like? How will our Downtown area add value to our community and our Main Street businesses?

FISCAL IMPACT:

Current Scope of Work \$25,000.00

The local Spade and Trowel Club has \$1,800 in funds raised/grant money to replant “pollinator plants” in the Gonzales Butterfly Garden.

STAFF RECOMMENDATION:

While the 2021-2022 funds for beautification are no longer available, the GEDC has generously added \$25,000.00 into their 2022-2023 budget for Main Street Beautification. We would like City Council to give us direction on how to best plan for the Downtown Beautification efforts for this upcoming year and even several years beyond.

- If the scope of work is to stay the same, we have proposals for renovation and restoration of butterfly garden from:
 - Maldonado Landscape \$25,854.00
 - Alpha 1 Construction Services \$25,599.21
- Other proposals that have since been received by Main Street include:
 - Art – metal art silhouettes to be placed in the butterfly garden area \$8,000
 - Butterfly garden restoration by original designer \$5,000
 - Benches for Texas Hero Square (approved by Council 11/16/20) \$4,000
 - Sand and repaint handrails \$8,500
 - Repair or purchase trash/recycling receptacles \$40,000 (\$4,000 per unit x 10)
 - Replanting and revitalization of Independence Square \$6,000

Gonzales Main Street respectfully asks for City Council to provide direction regarding the current proposal for the scope of work.

If it is the Council’s pleasure that the scope of work is deviated from the initial request, Gonzales Main Street respectfully asks for a Strategic Plan from City Council before we move forward with additional proposals. It is our desire that the Main Street beautification efforts align with that plan.

Maldonado Landscape

Restoration of Butterfly Garden
Bid \$25,854.00

1 page

Maldonado Landscape & Irrigation, LTD.

120 E. Zipp Rd.
New Braunfels, TX 78130
United States

QUOTATION

Quote Number: R9038
Quote Date: May 5, 2022
Page: 1

Voice: 830-625-1020
Fax: 830-625-1060

Quoted To:

Gonzales Main Street, Inc.
820 St Joseph St
Gonzales, TX 78629

Customer ID	Good Thru	Payment Terms	Sales Rep
City of Gonzales		Half Down Prior to Start	Ron

Quantity	Item	Description	Unit Price	Amount
		NOTE: Estimated pricing contingent to site verification of all working limits, areas requiring a 10 ft. minimum of access for equipment/ trucks, sleeves, etc. BUTTERFLY GARDEN RESTORATION Note: Adequate water source and power to be provided by the city for new irrigation as per meeting * New drip irrigation system installed including zone controller to accommodate all garden areas * (6)- 15g Vitex trees installed in center of (6) circle and half circle areas * (3)- 5g Golden Thryallis or Esperanza installed at circles of 3ft, 6ft and 8ft * (100)- 5g Butterfly and Humming bird attracting plants placed approx. 3ft apart throughout ex. (purple skullcap, lily of nile, firecracker fern, butterfly bush, indigo spires, plumbago, butterfly iris, whirling butterfly) * Soil mix and new mulch installed approx. 1,700sqft * 4" Chopstone borders installed 1- course with mortar footing approx. 600 lf ----- NOTES: Recommended budget allowance of 10% for unforeseen's, materials Quote Good Thru: TBD All plants, trees & materials selected together in our Nursery. Varieties subject to change due to shortages. Please check out our website at: maldonadonursery.com for plant material and sod		6,000.00 1,554.00 4,500.00 2,800.00 11,000.00

Subtotal	25,854.00
Sales Tax	
TOTAL	25,854.00

Alpha 1 Construction

Restoration of Butterfly Garden
Bid \$25,599.21

11 pages

Quote



PREPARED FOR

City Of Gonzales

820 St. Joseph St.
Gonzales TX, 78629

PREPARED DATE

May 10, 2022

ITEM	NOTES	PRICE	TOTAL
Install New Drip Irrigation System with zone controller	*Water source and power to be provided by the city		\$4,711.99
(11)- 15g Vitex trees installed in the center of (11) circle and half circle areas of 3', 6', & 8' throughout.			\$2,649.00
Topsoil, fertiliser mix. New mulch installed (approx 1,700 sqft.) Install Biodegradable under fabric weed barrier liner			\$4,238.22
(150)- 5g Butterfly and Hummingbird attracting plants placed approx (3' apart)			\$6,000.00
4" Chopstone Borders installed 1- course with mortar footing approx. 600 if (16) medium seized 2-3' limestone boulders placed			8,000.00
			\$25,599.21

Please sign to accept this quote. Valid for 15 Days

X_____

We Appreciate Your Business!

Payment Terms: 50% due up front prior to start , 50% due
(All Checks may be payable to: Alpha1 Construction Services)

Phone: (361) 484-1431

Email: info@alpha1constructionservices.com



Scope of Work

Project Manager: Austyn Orta

Client Name: City Of Gonzales

Project Address: 820 St. Joseph St. Gonzales TX, 78629

Date: 05/10/2022

Project Description:

- till in topsoil/ fertilizer mix
- lay landscaping fabric
- install drip irrigation system
- set out plants/ mark locations before dig
- plant all plants included in described areas
- lay mortar and chopstone borders

Phase 1: -till in topsoil/ fertilizer mix
-lay landscaping fabric
- install drip irrigation system

Phase 2: - set out plants/ mark locations before dig
- plant all plants included in described areas
- lay mortar and chopstone borders

Materials List

<i>Qty.</i>	<i>Product Description</i>
51	51yds- compost/ topsoil
51	51yds- Mulch
100yds	Drip irrigation Hose
1	Irrigation Zone Controller
1	Post (mount controller)
2	Mounting brackets (controller)
11	15g Vitex trees
3	5g Golden Thryallis or Esperanza
150	5g (Butterfly and Hummingbird attracting plants) plumbago, butterfly iris, whirling butterfly
600	6" Chopstone edging
120	60lb bags mortar
16	Medium sized limestone boulders

***Note:** Project is estimated for completion in 2 weeks, weather permitting, and is subject to change depending on variables. Clients should NOT refer to the 2 week deadline as a final, and should not hold Alpha1 Construction Services LLC. liable if scope of work is not completed within a 2 week period. All quotes are considered final but may be subject to change depending on findings or client requests. In this instance, a change order will be made and presented and will need to be approved by both parties before scope of work may begin.

















Art Proposal

Butterfly Garden
Bid \$8,000

4 pages

Tania Johnson
508 Saint Vincent St.
Gonzales, TX 78629

August 17, 2022

Greetings,

My name is Tania Johnson and I am a resident of Gonzales Tx. I am writing today about the beautification of Gonzales through public art. Public art reflects a community and its surroundings working to cultivate a cultural identity by setting a community apart and attracting people to its uniqueness. Artwork helps express a community's values and creates an elevated sense of awareness for community members and visitors. Art represents life in many ways. When community members see themselves reflected in social spaces, they feel a sense of respect, ultimately allowing for people to identify with the place they are from, live in, or are visiting. Art brings people together. Displaying art in public places and making it accessible to everyone inspires engagement and a feeling of belonging to a community.

What I am proposing today is a Metal art installation of 3 figures representing Susanna Dickinson with her infant daughter, William B. Travis's freed slave Joe, and a horse. These figures are to show the walk back after the fall of the Alamo, to deliver a letter of warning from Santa Anna to Houston. I believe this is an important scene to represent because it was a pivotal point in our town's history.

This project will be carried out by A.G. Nichols Welding out of Harwood Tx, and will be coordinated and designed by myself. The pieces will be cut out on a CNC plasma cutter. The metal will be 3/16in and supported by square tubing welded to embedded plates set in reinforced concrete footings. The pieces will then be painted with black direct to metal alkyd enamel paint for a high level of durability and the tubing ends will have welded caps to prevent water ingress. The work will consist of shop fabrication as well as onsite fabrication and welding. The project will take two months from acceptance of this proposal to complete. The project will cost \$8,000.00 to complete.

I hope this public art project will be the first of many that can be woven throughout the city. I see this potentially become a driving art tour that could bring people to our town to experience yet another aspect that makes Gonzales unique. I want to thank you for taking the time to read over and review my proposal. If you have any questions, please feel free to reach out at 830-203-9048.

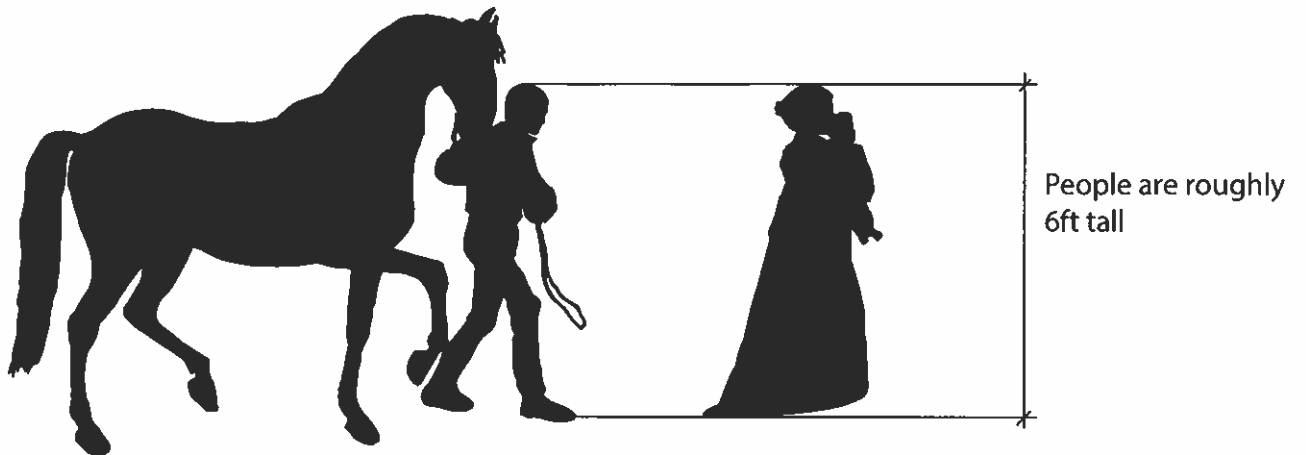
Respectfully submitted,



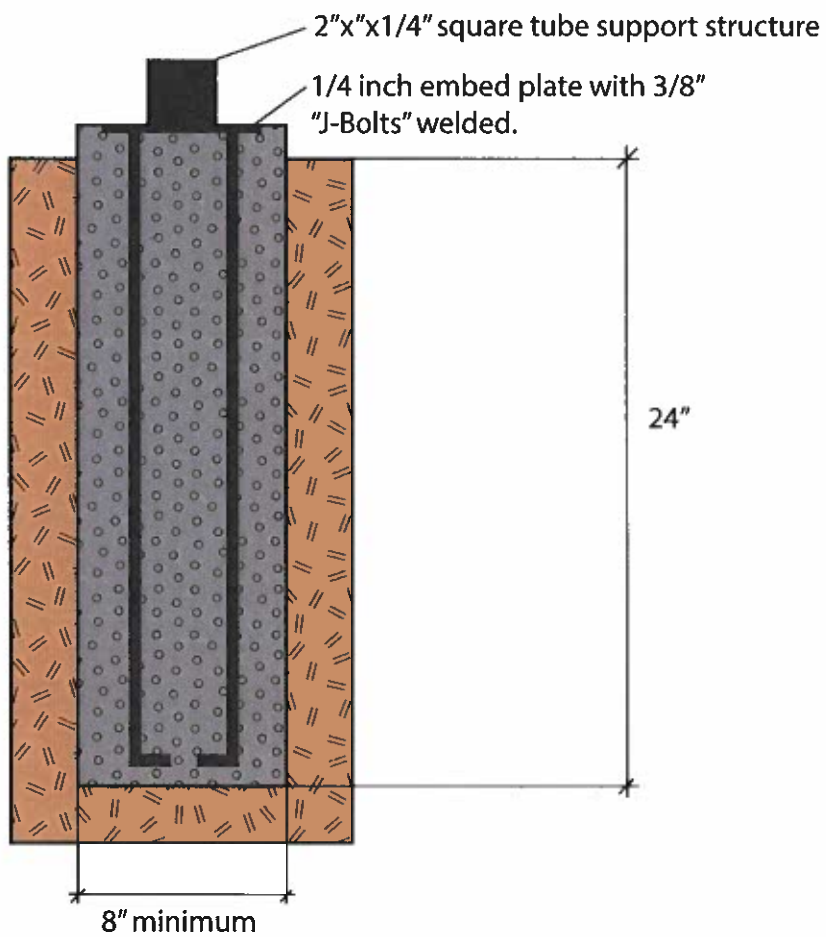
Tania Johnson



Proposed Silhouettes



Reinforced Footing



BID MEMO

JOB Gonzales Butterfly Garden	BID # 281
ADDRESS St. Paul Street at St. Louis Street	DATE 8/16/2022
FIRM A.G. Nichols Welding	PREPARED BY Andrew Nichols
ADDRESS 6869 FM 1386 Harwood, Texas 78632	APPROVED BY Andrew Nichols
TYPE OF WORK Metal Art Installation	PHONE 512-915-6945

WORK INCLUDED	AMOUNT OF BID
3 CNC plasma cut 3/16in metal silhouettes consisting of one horse and two people installed	
in the decorative easement of the Butterfly Garden on St. Paul Street. The silhouettes will be	
supported by square tubing welded to embed plates set in reinforced concrete footings.	
The finish will be black direct to metal alkyd enamel paint for a high level of durability.	
All tubing ends will have welded caps to prevent water ingress. The work will consist of	
shop fabrication as well as on site fabrication and welding.	
Price covers all materials and labor pertaining to the scope of work	
Materials budget	\$2460.00
Labor budget	\$4000.00
TOTAL BID	\$6460.00 w/o tax

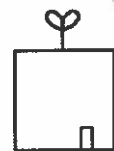
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ACKNOWLEDGEMENT OF ADDENDA:		TAX	
DELIVERY		EXCLUDED	
		INCLUDED	
		RECEIVED BY:	

DeMent & Company
Urban Design

Butterfly Garden Restoration
Bid \$5,000

2 pages



Aug. 16, 2022

Butterfly Garden Restoration Proposal

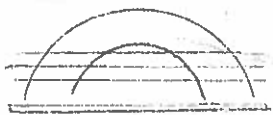
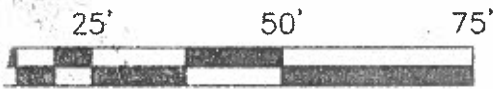
- purchase and plant perimeter of 14 beds with 200 dwarf Yaupon
- purchase and plant 14 beds with native and adapted butterfly plants
- mulch all beds with City mulch
- repair or replace irrigation system until functioning
- replace solar cell and pump, replace Hudson Valve and get fountain functional
- includes two years help and instruction to the City, once established the garden should require approx. 20 hrs of annual maintenance

Total cost \$5000

Thank You,

David DeMent

GONZALES BUTTERFLY GARDEN



BRIDGE

ELECTRIC POLE

SENSORY GARDEN

A/C UNIT

LIBRARY

10 INCH LIVE OAK

24 INCH RED OAK

28 INCH RED OAK

GRAPE MYRTLES

22 INCH RED OAK

LIBRARY PARKING LOT

EARTH AMPITHEATER
20 INCH PECAN

ST. MATTHEW STREET

ST. LOUIS STREET

ROCK DRAINAGE DITCH

GUY WIRE

49.80'

BLUE MIST
BLACK-EYED SUSAN

ANNUALS
WHITE MIST

FLAME ACANTHUS

BUTTERFLY WEED
PIPEVINE

ST. PAUL STREET

BLUE MIST

LANTANA

PURPLE CONEFLOWER

AUTUMN SAGE

BLUE MIST

BUTTERFLY BUSH

GLOSSY ABELIA

DWARF YAUPO

10" DIA. TREE

15" DIA. TREE

ROCK DRAINAGE DITCH

ELECTRIC POLE

SURVEY PLAT Prepared By
GONZALES FIRST SHOT
SURVEYING, L.L.C.
403 ST. GEORGE STREET
GONZALES, TEXAS 78629
830 672-8651
FAX 830 672 8654

Scale: 1"=25'	Date: 03/29/10LT:	
Drawn:	Checked:	Job: BUTTERFLY

Benches In Texas Hero Square & Throughout Main Street District

Benches Approved Resolution 11/16/2020 - Bid \$4,000

Handrails Quote from 2020 - \$8,000

Trash Receptacles Quote from 2020 - \$4,000 x 10



July 27, 2020

City of Gonzales
Economic Development Board Members
Gonzales, Texas 78629

Re: 2020 - 2021 Beautification Budget Requests
Gonzales Main Street Advisory Board

The Gonzales Main Street is seeking funding to revitalize and promote the downtown area. Allotting funds from the Economic Development Corporation will allow the Gonzales Main Street Advisory Board to work on projects such as:

1. Sand and repaint handrails (~\$8,000)
2. Fix and buy new trash/recycling receptacles (\$4,000 ea. X 10)
3. Purchase light pole banners (40 banners) would like to purchase fall, spring, patriotic, & custom banners
4. Add benches on Texas Hero Square (\$1000 ea. X 4)

We would like to request the amount of \$60,000.00 to be allotted in the 2020- 2021 budget to continue our efforts to improve downtown Gonzales. Your consideration to this request is appreciated.

Sincerely,

Liz Reiley, Director
Gonzales Main Street



1. Sand and repaint handrails (~\$8,000)

Previously installed as a beautification project by the Historical Homes Association in 2004, we will be completely restoring the current rails unless they need to be replaced. Restoration will consist of sanding the handrails, applying primer/rust converter to rusted areas, and repainting with Sherwin Acrylic Coating. We only have one bid (Landry Painting & Remodeling) at this time and are seeking others. Please see the attached Bid & explanation:

2. Fix and buy new trash/recycling receptacles (\$4,000 ea. X 10):

3. Purchase light pole banners:

Explanation:

Single Premium Brackets with Spring Arm Item #302062: \$137.00 X 40 = **\$5,480.00**

Double Premium Brackets with Spring Arm Item #302063: \$233.00 X 40 = **\$9,320.00**

Double-Sided Multi Color Banners Item 24"X36" #302035: \$42 X 40 = **\$1,680 (one season single banners)** or **\$3,360.00 (double banners)**

Single Banners & Brackets Total = \$5,480 + \$1,680.00 = \$7,160.00

Double Banners & Brackets Total = \$9,320 + \$3,360 = \$11,000

Shipping Cost will differ upon option selected & weight difference.

Banner Product Info:

Exterior banners manufactured of 18 oz. Vinyl

Water, mildew, UV & fade resistant

Banners should last several years

Grommets on banners help prevent tearing

Sewn pocket banners easily install onto the fiberglass poles

Perfect for parades, festivals, holidays, city events and showing community pride

Bracket Product Info:

Long-lasting stainless steel & aluminum w/fiberglass poles to ensure no rust/corrosion (5 Year Warranty)

Easy Install spring arm flexes up to 60 degrees and snaps right back into place

Please see attached photos and detailed product information:



4. Add benches on Texas Hero Square (\$1000 ea. X 4): We would like to enhance the downtown squares, creating a more attractive and conducive space for our visitors.

Kaspar Manufacturing: benches range from \$400 - \$600 per bench

Capitol Monument: ~\$700.00 - \$1200

MBH Welding -

Sternberg Lighting- sent an email awaiting cost

RESOLUTION NO. 2020-120**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS
AUTHORIZING GONZALES MAIN STREET INC. TO ADD DEDICATED BENCHES
TO TEXAS HERO SQUARE AND BENCHES THROUGHOUT THE MAIN STREET
DISTRICT.**

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

WHEREAS the City Council hereby finds that said improvements increase the ambience of the City of Gonzales and serve a public purpose.

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby authorizes the Gonzales Main Street to add dedicated benches to Texas Hero Square and throughout the Main Street District.

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

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

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

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

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

PASSED AND APPROVED this 16th day of November 2020.

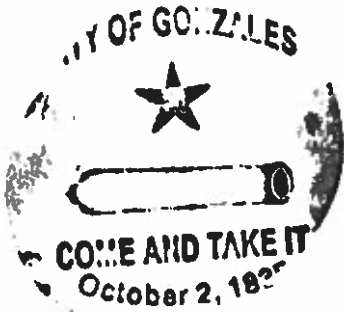


Mayor, Connie L. Kacir

ATTEST:



Krista Gilbert, City Secretary





4. **Add benches on Texas Hero Square (\$1000 ea. X 4):** We would like to enhance the downtown squares, creating a more attractive and conducive space for our visitors.

Kaspar Manufacturing: benches range from \$400 - \$600 per bench

Capitol Monument: ~\$700.00 - \$1200

MBH Welding -

Sternberg Lighting- sent an email awaiting cost

IN HONOR OF
ROBERT "BOB" BURCHARD
FOR OUTSTANDING LEADERSHIP
IN HISTORICAL PRESERVATION
IN GONZALES COUNTY.

The China Basket
Dinner & Dessert
Monday - Friday



BigBelly Trash Compactors: solar trash compactors as a means to reduce staff time spent picking up trash, fuel costs and litter in parks from overflowing trash cans. BigBelly Solar offers a “smart” trash compactor which monitors the fullness of the trash cans and sends frequent wireless signals to a website, where maintenance staff can monitor the fullness of all solar compactors in their system. The solar compactors also send urgent signals when the trash can is approaching capacity and needs to be picked up. The website gives Parks Department collection staff and management real-time data and historical reporting, which should reduce collection frequency. BigBelly Solar advertises that having the smart solar compactors will reduce the number of collections needed by 80 percent without affecting the level of service that the Parks Department provides to residents (Solar-Powered Waste, 2012).

<https://bigbelly.com/platform/>

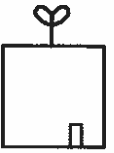
Waste Streams Available: Trash, Single Stream Recycling, Bottles & Cans Recycling, Paper Recycling, and Compost/Organics.



DeMent & Company
Urban Designs

Replant Texas Hero Square
Bid \$1,800

1 page



Aug. 18, 2022

Independence Square Restoration Proposal

- purchase and plant 22 Dwarf Crepe Myrtle bushes for beds along Saint Joseph
- purchase and plant 6 Texas Olive trees for beds along Saint Joseph
- purchase and plant 30 Dwarf Yaupon for beds on perimeter of square
- purchase and plant 28 Dwarf Nandina for beds on perimeter of square
- mulch all beds with City mulch

Total cost \$1800

Thank You,

David DeMent

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-118 Rescheduling the January 12, 2023 Regular City Council Meeting to January 19, 2023

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City Council's regular meetings are scheduled for the second Thursday of each month. However, there is a potential scheduling conflict on January 12th, 2023, therefore staff is seeking to change the January regular meeting date from January 12th to January 19, 2023 or another date that Council is available.

POLICY CONSIDERATIONS:

Adopting this resolution will change the November regular city council meeting for the month.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-118

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS
RESCHEDULING THE JANUARY 12, 2023 REGULAR CITY COUNCIL MEETING
TO JANUARY _____, 2023; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Gonzales Charter states in Section 3.09 Meeting of the City Council that the City Council shall hold at least one regular meeting in each month at a time to be fixed by it for such regular meetings; and,

WHEREAS, the City Council would like to reschedule the January 12, 2023 City Council meeting to January _____, 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 reschedules the January 12, 2023 Regular City Council Meeting to January _____, 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-119 Authorizing the Purchase of a Fire Engine and Related Equipment for the Fire Department and Authorizing the Interim City Manager to Execute the Purchase Agreement and all necessary documents

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On September 18, 2022, the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2022 and ending September 30, 2023.

The Fire Department needs to replace Engine 37 which is a 2008 Pierce Sabor due to increased maintenance costs and liability. The engine has to be taken to the shop for repairs several times a year, leaving the Fire Department short on fire engines. The repairs are extremely costly and more than \$100k has been spent for repairs since 2016. Most recently, the truck caught fire twice and had to be towed to San Antonio for repairs. This engine is unreliable and as stated the repairs have become an ongoing extremely costly expense. This particular engine takes up a majority of the maintenance to vehicles line item within the budget annually. Staff is proposing to purchase a new Pierce Enforcer Pumper with an approximate delivery time of between 29-30 months from the date of order. Pricing was obtained for a new Pierce Enforcer Pumper fire engine from Houston-Galveston Area Council (HGAC) Purchasing Program in the amount of \$853,093.00. Staff is proposing to finance the equipment for eight years, with an annual payment of \$129,760.54. Pricing will increase by 6% on November 1, 2022.

POLICY CONSIDERATIONS

As set forth in the City's Fiscal and Budgetary Policy Statements; All City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas. The pricing was obtained through a HGAC Purchasing Program Contract number FS12-19 which assists local governments in reducing costs through this government-to-government procurement service available nationwide.

FISCAL IMPACT:

Within the 2022-2023 Fiscal Year, the Gonzales Fire Department budgeted \$138,000.00 within Vehicle/Equipment-Principal Payment GL Account #100-7-301.701 and \$3,462.00 within Vehicle/Equipment-Interest Payment GL Account #100-7-301-702. The total expenditure for the Fire Engine and Equipment is \$853,093.00, which will be financed at 4.437% with Government Capital for an annual amount of \$129,760.54 for eight years. It has been verified with the Finance Department the availability of these funds.

ATTACHMENTS

Proposals from: Siddons Martin Emergency Group, LLC, and Government Capital Corporation.

STAFF RECOMMENDATION:

Staff respectfully recommends the purchase of one Pierce Enforcer Pumper from Siddons Martin Emergency Group, LLC in the amount of \$858,093.00

RESOLUTION NO. 2022-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE PURCHASE OF A FIRE ENGINE AND RELATED EQUIPMENT FOR THE FIRE DEPARTMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT AND ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Fire Department is in need of purchasing a new fire engine and equipment necessary for daily operations; and,

WHEREAS, the Fire Department needs to replace Engine 37, which is a 2008 Pierce Sabor due to increased maintenance costs and departmental liability; and

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

WHEREAS, the pricing a new fire engine and equipment was obtained through Houston-Galveston Area Council (HGAC) Purchasing Program Contract number FS12-19 which assists local governments in reducing costs through a government-to-government procurement service; and,

WHEREAS, the budgeted amount in the 2022-2023 Fiscal Year is \$138,000.00 within Vehicle/Equipment-Principal Payment, and \$3,462.00 within Vehicle/Equipment-Interest Payment for a total amount of \$141,462.00; and,

WHEREAS, the total cost for a new fire engine and equipment is \$858,093.00, but would like to finance the total amount over eight years for an annual amount of \$129,760.54 ; and,

WHEREAS, contingent upon the approval of the Attorney of the City of Gonzales (the "Issuer"), the Issuer desires to enter into the certain Finance Contract by and between the ISSUER and Government Capital Corporation ("GCC") for the purpose of financing a "Fire Engine and Related Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the issuer for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS, the City Council hereby finds that purchasing of a new fire engine and equipment is in the best interest of the health, safety, and welfare of the citizens of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the purchase of a new fire engine and related equipment and authorizes the Interim City Manager to execute a purchase agreement and financing contract.

Section 2. The City, subject to review and approval by the City Attorney, is authorized to enter into a Finance Contract with GCC for the purpose of financing a "Fire Truck and Related Equipment" and that said contract shall be a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended..

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of October 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



September 19, 2022

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

Dear Mrs. Zella,

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

ISSUER:	City of Gonzales, Texas	
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	\$ 858,093.00	
TERM:	7 Annual Payments	8 Annual Payments
INTEREST RATE:	4.395%	4.437%
PAYMENT AMOUNT:	\$ 145,060.60	\$ 129,760.54
PAYMENTS BEGINNING:	One year from signing, annually thereafter	

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

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

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

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

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400



Compound Period: Annual
Nominal Annual Rate: 4.395%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal
Loan 9/19/2022			
1 9/19/2023	\$ 145,060.60	\$ 37,713.19	\$107,347.41
2 9/19/2024	\$ 145,060.60	\$ 32,995.27	\$112,065.33
3 9/19/2025	\$ 145,060.60	\$ 28,070.00	\$116,990.60
4 9/19/2026	\$ 145,060.60	\$ 22,928.26	\$122,132.34
5 9/19/2027	\$ 145,060.60	\$ 17,560.54	\$127,500.06
6 9/19/2028	\$ 145,060.60	\$ 11,956.92	\$133,103.68
7 9/19/2029	\$ 145,060.60	\$ 6,107.02	\$138,953.58
Grand Totals	\$ 1,015,424.20	\$157,331.20	\$858,093.00

Compound Period: Annual
Nominal Annual Rate: 4.437%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal
Loan 9/19/2022			
1 9/19/2023	\$ 129,760.54	\$ 38,073.59	\$ 91,686.95
2 9/19/2024	\$ 129,760.54	\$ 34,005.44	\$ 95,755.10
3 9/19/2025	\$ 129,760.54	\$ 29,756.78	\$100,003.76
4 9/19/2026	\$ 129,760.54	\$ 25,319.62	\$104,440.92
5 9/19/2027	\$ 129,760.54	\$ 20,685.57	\$109,074.97
6 9/19/2028	\$ 129,760.54	\$ 15,845.92	\$113,914.62
7 9/19/2029	\$ 129,760.54	\$ 10,791.52	\$118,969.02
8 9/19/2030	\$ 129,760.54	\$ 5,512.88	\$124,247.66
Grand Totals	\$ 1,038,084.32	\$179,991.32	\$858,093.00

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

September 16, 2022

Wade Zella, Fire Chief
 Gonzales Fire Department
 411 Saint Lawrence Street
 Gonzales, TX 78629



Proposal For: One (1) Pierce Enforcer Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Gonzales Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Gonzales Fire Department and training on operation and use of the apparatus.

Description	Amount
Bid 834.0: One (1) Pierce Enforcer Pumper	
(Unit Price - \$896,645.00)	
Delivery within 29-30 months of order date	
QUOTE # - SMEG-0003912-0	
Vehicle Price	\$896,645.00
Full Prepay Discount	(\$40,552.00)
Bid 834.0 UNIT TOTAL	\$856,093.00
 SUB TOTAL	 \$856,093.00
HGAC FS12-19 (FIRE)	\$2,000.00
TOTAL	\$858,093.00

Price guaranteed until 10/28/2022

Additional: This proposal is valid for Pierce Manufacturing Bid 834.0. Full prepay discount requires payment in full within forty-five (45) days of the receipt of the signed proposal letter or purchase order, whichever comes first. Bid 834.0 includes the following:

- One (1) approval visit for three (3) Gonzales personnel
- One (1) final inspection visit for three (3) Gonzales personnel
- Four (4) consecutive days of apparatus training from Siddons-Martin Emergency Group at Gonzales Fire Department

HGAC FS12-19

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.


Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Shawn Wherry

I, _____, the authorized representative of Gonzales Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-120 Authorizing the Interim City Manager to execute the financing agreements with Kinloch Equipment and Supply, Inc. for the Mile after Mile Lease Proposal of a 2023 Freightliner M-2 106 Non-CDL Broom Bear Street Sweeper

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales is seeking Council approval for entering a 4-year Mile after Mile Lease Proposal of a 2023 Elgin Broom Bear Street Sweeper. The City of Gonzales executed an agreement with Sweep Across Texas for regular street sweeping in November 2020 for an annual amount of \$39,600. This agreement was in effect until it was terminated in May 2022 due to an increase in cost and the lack of satisfaction with the work product. The City currently owns a 2007 Elgin Crosswind Sweeper, however it is not in good working order and would require substantial amounts of money to repair it and get it operational again. Statistics say a Sweepers life is around 5 to 7 years of Day-to-Day operations, the City's current sweeper is 15+ years, and the City has expended over \$30,000 in the last 3 years for repairs. This Program will be replacing our currently owned 2007 Elgin Crosswind Sweeper and will consist of a new sweeper with a 4-year bumper to bumper warranty for both Truck Chassis and Sweeper. All repairs & maintenance will be included with the exception of brooms, which will be a cost to the city as normal wear and tear maintenance. Guaranteed minimum 95% equipment availability supported for free of charge loaner equipment in the event of protracted downtime. This New Sweeper will greatly be utilized in many day-to-day operations.

POLICY CONSIDERATIONS:

As set forth in the City's Fiscal and Budgetary Policy Statements; All City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas. The pricing was obtained through a TIPS USA #200206 Purchasing Program which assists local governments in reducing costs through this government-to-government procurement service available nationwide.

FISCAL IMPACT:

Within the 2022-2023 Fiscal Year, the Street Department budget \$68,230.00 in Account #100-7-603-413 Vehicle/Equipment Lease for this equipment. The total expenditure for the equipment is \$337,003.42. The City wishes to finance the equipment for 4 years at 5.37% with Republic National Bank. The total annual expenditure for this equipment lease will be \$68,975.45. A budget amendment will have to be completed at a later date to account of the \$745.45 overage. If the City wishes to purchase the equipment after 4 years the total cost at that time would be \$160,953.00. However, there is no obligation to exercise his option and can opt out to return the

equipment back to Kinloch equipment with no further obligations. It has been verified with the Finance Department the availability of these funds.

ATTACHMENTS:

Proposals from: Kinloch Equipment & Supply, Inc

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of financing agreements with Kinloch Equipment and Supply, Inc. for the Mile after Mile Lease Proposal of a 2023 Freightliner M-2 106 Non-CDL Broom Bear Street Sweeper.

RESOLUTION NO. 2022-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FINANCING AGREEMENT WITH KINLOCH EQUIPMENT AND SUPPLY, INC. FOR THE MILE AFTER MILE LEASE PROPOSAL OF A 2023 FREIGHTLINER M-2 106 NON-CDL BROOM BEAR STREET SWEEPER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales executed an agreement with Sweep Across Texas for regular street sweeping in November 2020 for an annual amount of \$39,600.00; and

WHEREAS, in May 2022 the City terminated the agreement due to the increased cost and lack of satisfaction with the work product; and

WHEREAS, the City owns a 2007 Elgin Crosswind Sweeper that is not in good working condition and would require substantial amounts of money to repair it and keep it operational; and

WHEREAS, the Street Department desires to enter into a four-year Mile After Mile Lease agreement for a 2023 Elgin Broom Bear Street Sweeper for daily street sweeping throughout the City; and

WHEREAS, city staff budgeted \$68,230.00 in account #100-7-603-413 Vehicle/Equipment Lease line for Fiscal Year 2022-2023 to lease the 2023 Elgin Broom Bear Street Sweeper to be utilized by the Street Department; and

WHEREAS, the total expenditure for the equipment is \$337,003.42, and the City wishes to finance the equipment for 4 years at 5.37% with Republic National Bank with a total annual expenditure for this equipment lease being \$68,975.45; and

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

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

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Interim City Manager to execute a four year Financing Agreement with Kinloch Equipment and Supply,

Inc. for the Mile After Mile lease proposal of a 2023 Freightliner M-2 106 Non-Cdl Broom Bear Street Sweeper in the annual amount of \$68,975.45.00.

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary



**Kinloch
Equipment & Supply, Inc.**

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929



**Turnkey Leasing
Solution**

**Proposal For
The City of Gonzales**

CITY OF GONZALES



COME AND TAKE IT



As an alternative to the traditional equipment acquisition model, we offer a turnkey “cradle to grave” equipment acquisition and operation solution that achieves the best of both worlds.....high productivity and low cost of ownership and operation. We call this program **Mile After Mile™**.

We are pleased to offer our proposal based on the Elgin Broom Bear truck mounted mechanical sweeper. Elgin is the longest tenured manufacturer of sweepers in North America as well as being the market leader. The Broom Bear features:

- Single-engine technology
- Twin variable displacement hydraulic pumps for increased sweeper system efficiency
- 4.5 yd³ hopper standard
- Variable dump height up to 11 feet, 2 inches
- 11" hopper side shift for maximizing dump truck/container payload distribution
- Squeegee with patented interchangeability to chevron conveyor belt system

Essentially, this is what this program offers:

- New and Unused Equipment built to the attached specifications.
- A four (4) year bumper-to-bumper warranty for both the truck chassis and sweeper
- All repairs & maintenance included (except brooms)
- Guaranteed minimum 95% equipment availability supported by free of charge loaner equipment in the event of protracted downtime

This again is designed to offer a low, fixed cost of operation and a correspondingly high level of equipment availability. This yields a lower cost of ownership per productive hour which will be explained and quantified later in this proposal.

This program is offered as a four (4) year lease with your choice of monthly or annual payments, a balloon payment at the end of the term with a guaranteed repurchase amount from Kinloch Equipment & Supply equivalent to the amount of the balloon payment resulting in net zero out of pocket to the City of Gonzales.

ACQUISITION OPTIONS

Model	Broom Bear
Debris Body Capacity	4.5 Cubic Yards
Water Tank Capacity	360 Gallons
Conveyor System	Squeegee with replaceable rubber edging
Brooms	Dual 46" Side Brooms
Capital Cost	\$327,041
Mile After Mile™ Program	
Four (4) Year Bumper to Bumper Warranty	Included
Four (4) Year Repair & Maintenance Agreement	Included
Free Loaner Equipment	Included



Kinloch
Equipment & Supply, Inc.

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

Payment Schedule	
Four (4) Annual Payments of	\$68,230.
OR	
Forty-Eight (48) Monthly Payments of	\$5,772.
Purchase Option	
Upon the conclusion of the four (4) year lease term, the City of Gonzales has first option to purchase this equipment for \$160,952.50. The City of Gonzales is under no obligation to exercise this option and can opt to return the equipment to Kinloch Equipment & Supply, Inc. with no further financial obligation.	

COST PER PRODUCTIVE HOUR

Assumptions:

- 8 hours in a normal single shift workday.
- 52 weeks in a year equals 2,080 normal work hours.
- ~10 days per year (80 hours) of Federal holidays.
- Net 2,000 normal work hours per year or 8,000 total hours over four (4) year program term.
- Minimum of 95% guaranteed equipment availability equates to a minimum of 7,600 available hours of use over the four (4) year program term.

Payment Frequency	Cost Per Productive Hour
Annual	\$35.91
Monthly	\$36.45

Under Texas Transportation Code Chapter 502, street sweepers are exempt from the requirement of titling, registering and plating in the State of Texas. As such, our proposal has made no such provisions or accommodations to provide these non-mandated services.

Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG.

Prices quoted herein are firm until October 31, 2022.

Sincerely,

Daniel J. Federico
Sales Manager

SIGNED BY:

Date: _____

Presents a Proposal Summary

of the



Broom Bear

Broom Bear Single Engine Street Sweeper with Dual Side Brooms

For

CITY OF GONZALES



COME AND TAKE IT

Dan Federico
Tel: 813.713.1455

PRODUCT DESCRIPTION

- Conveyor squeegee, variable height, right side dumping, 4.5 cubic yard hopper, with dual, hydraulically driven, trailing arm side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Broom side, 46" steel vertical digger 4 or 5 segment
- Broom side, air floating suspension with adjustable reach, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Broom Measurement Ruler
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, 11 flight squeegee with rubber edging
- Conveyor, lift independent from main broom
- Conveyor, three piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, spring assisted, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump; 9' 6", 4.5 yard
- Hose, hydrant fill, 16' 8" with coupling
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator, and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Side broom speed control, external to cab
- Sweep resume/raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360 gallon total nominal capacity
- 1 Year Parts and Labor Warranty
- AM/FM/CD Radio
- Left Hand Fender Mounted Mirror
- Steel Bristles with Polyethylene Segments
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual

ADDITIONAL FEATURES

- MY 2023 Freightliner M-2 106 Non-CDL Chassis with Dual Steering
- Side Broom Tilt Option Right Hand

- In-Cab Function Control for Side Broom Water
- Package A: LED Stop/Tail/Turn Lights
- 2 1/2 Lb. Fire Extinguisher
- Standard Electric Horn

Total Sourcewell Cooperative Contract Price F.O.B. Gonzales, TX:

\$327,041.00

Product Model: BROOM BEAR

Proposal Date: 4/26/2022

Quote Number: 2022-45361

Price List Date: 1/12/2022

P.O. Number: _____

Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG. City of Gonzales Sourcewell Member # 205537.
2. Prices quoted herein are firm until 10.31.22.
3. Under Texas Transportation Code Chapter 502, street sweepers are exempt from the requirement of titling, registering, and plating in the State of Texas. As such, our proposal has made no such provisions or accommodations to provide these non-mandated services.

SIGNED BY:

Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-121 Accepting the Proposals and Awarding the Contract for the 2021 Sidewalk Improvement Plans to Diamond X Contracting, Inc.

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City received bids for the 2021 Sidewalk Improvement Plans May 12, 2022. These bids were subsequently all rejected due to budgetary issues. The project was rebid and bids were received September 29, 2022. 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 \$699,633.40 for construction and the previously approved amounts of \$70,000 for engineering, \$30,000.00 for Grant Administration and \$10,000.00 for environmental services (\$6,198.50 paid in full) associated with the grant funding for a total fiscal impact of \$805,831.90. Funding for this project will come from GEDC (\$50,000.00), CDBG-DR Grant (\$500,000.00), Water Fund (\$35,661.00), and General Fund (\$220,170.90). The alternate bid would be to remove Texas Heroes Square from the project in the amount of \$102,104.40 which would decrease the total fiscal impact to \$703,727.50 which would decrease the General Fund contribution to \$118,066.50. A budget amendment reflecting this will be presented on a future agenda.

ATTACHMENTS:

Bid tabulation

STAFF RECOMMENDATION:

Staff respectfully recommends the contract be awarded to Diamond X Contracting, Inc. removing the alternate bid that includes the Texas Heroes Square improvements in the amount of \$102,104.40 to decrease the contract amount to \$597,529.00 for construction of the 2021 Sidewalk Improvement Plans.

RESOLUTION NO. 2022-121

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 DIAMOND X CONTRACTING, 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 September 8, 2022; and,

WHEREAS, the bids were due to be received by the City of Gonzales on September 29, 2022 at 2:00 p.m.; and,

WHEREAS, bids were received from, Diamond X Construction, Inc., and Meyers Concrete Construction, LP., 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 Diamond X Construction, Inc. who is the lowest responsible bidder with a base bid amount of \$699,633.40; and

WHEREAS, City staff recommends removing the alternate bid that includes Texas Heroes Square improvements in the amount of \$102,104.40 to decrease the contract amount to \$597,529.00; 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 Diamond X Construction, Inc. and authorizes the Interim 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

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

PROJECT NAME: **2021 Sidewalk Project**

PROJECT MANAGER: **Todd Remschel**

PRE-BID CONFERENCE DATE &
TIME: **N/A**

BID DATE & TIME:
Thursday, September 29, 2022 at 2:00 p.m.

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

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

	BIDDER / FIRM NAME	Base Bid	Addendum #1	Bid Bond	A1 NOTES
1	Myers Construction	1,027,041.07			117,566.36
2	Diamond X	699,633.40			102,104.40
3					
4					
5					
6					
7					
8					

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-122 Accepting the Proposals and Awarding the Contract for the 2022 Street Improvement Projects to Diamond X Contracting, Inc.

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City has received bids for the 2022 Street Improvement Projects. These plans include the reconstruction of Saint Lawrence Street from Water Street to Hoskins Street, including replacement of curb & gutter, reclaiming and cement stabilization of road in areas of need and repaving with a 2-inch HMAC overlay. These plans also include an edge mill and overlay of Church Street from Fischer Street to Cuero Street and an edge mill and overlay of Saint Francis Street from Saint Joseph to Saint Paul. The entire project would need to be approved by City Council and then a change order will be presented as the next agenda item to decrease the scope of work and total cost of the project.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

This agenda Item will expend up to \$1,563,788.50 as the base contract amount depending on council decision on scope of project. In addition to the construction amount, the previously approved amounts of \$150,000 for engineering will bring the total fiscal impact to \$1,713,788.50. Funding for this project will come from ARPA funds in the amount of \$935,130.24 and General Fund in the amount of \$778,658.26. Any interest accruing on the ARPA funds will be used to decrease the amount coming from the General Fund. The City Engineer is recommending issuing a Change Order to reduce the scope to include paving of St. Lawrence Street from Hopkins Street to College Street which would bring the total construction cost to \$1,059,034.85 which would decrease the total fiscal impact to \$1,209,125.85 and the General Fund contribution to \$273,904.61. A budget amendment will have to be completed at a later date once the work is completed.

ATTACHMENTS:

Bid tabulation

STAFF RECOMMENDATION:

Staff is seeking City Council direction on this item.

RESOLUTION NO. 2022-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE PROPOSALS AND AWARDING THE CONTRACT FOR THE 2022 STREET IMPROVEMENT PROJECTS TO DIAMOND X CONTRACTING, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Plan for Fiscal Year Budget 2021-2022 included the 2022 Street Improvement Projects 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 September 8th, 2022; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on September 29th, 2022 at 2:00 p.m.; and,

WHEREAS, proposals were received from, Lester Contracting, Inc. and Diamond X Contracting, 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 to award the contract to Diamond X Contracting, Inc. who is the lowest responsible bidder with a base bid amount of \$1,563,788.50; and,

WHEREAS, the base bid amount is greater than the amount budgeted for this project, and as per Local Government Code Section 252.048 (d) the City Council may choose to issue a change order to reduce the scope of the project up to 25 percent without the consent of the contractor, or may reduce by more than 25 percent with the consent of the contractor; and

WHEREAS, the contractor has consented to a reduction in the project by more than 25 percent, the City Engineer recommends reducing the scope to include paving of St. Lawrence Street from Hopkins Street to College Street which would require a change order in the amount of (\$504,753.80) to arrive at a construction cost \$1,059,034.85 which would decrease the total fiscal impact to \$1,209,125.85, and the General Fund contribution to \$273,904.61; and,

WHEREAS, the City Council finds that entering approving a change order to the Diamond X Contracting, Inc. contract for the 2022 Street Improvement Projects 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 approves a change order to the Diamond X Contracting, Inc. contract for the 2022 Street Improvement Projects to Diamond X Contracting, Inc..

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

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

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

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

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

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

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

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

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

PROJECT NAME: **2022 Street Improvement Projects**

PROJECT MANAGER: **Todd Remschel**

PRE-BID CONFERENCE DATE &
TIME: **N/A**

BID DATE & TIME:
Thursday, September 29, 2022 at 2:00 p.m.

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

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

	BIDDER / FIRM NAME	Base Bid	Addendum #1	Bid Bond	NOTES
1	Lester Contracting	2,414,770.00			
2	Diamond X	1,563,788.50			
3					
4					
5					
6					
7					
8					

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-123 Approving the change order to the contract for the 2022 Street Improvement Projects with Diamond X Contracting, Inc. to reduce the amount of the contract by \$504,753.69

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City has received bids for the 2022 Street Improvement Projects. These plans include the reconstruction of Saint Lawrence Street from Water Street to Hoskins Street, including replacement of curb & gutter, reclaiming and cement stabilization of road in areas of need and repaving with a 2-inch HMAC overlay. These plans also include an edge mill and overlay of Church Street from Fischer Street to Cuero Street and an edge mill and overlay of Saint Francis Street from Saint Joseph to Saint Paul. As per LGC 252.048 (d) the contract amount can be decreased more than 25 percent with the consent of the contractor by change order. The City Engineer has consulted with Diamond X Contracting, Inc. and they have agreed to the reduction in the contract.

POLICY CONSIDERATIONS:

As funds are available, the city should consider reconstructing and maintaining streets in order to provide safe transportation conditions for the public. As per Local Government Code Section 252.048 (d) the original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

FISCAL IMPACT:

This agenda Item will reduce the contract amount by \$504,753.65 and allow the project scope to be reduced to include paving of St. Lawrence Street from Hopkins Street to College Street which would bring the total construction cost to \$1,059,034.85 which would decrease the total fiscal impact to \$1,209,125.85 and the General Fund contribution to \$273,904.61. A budget amendment will have to be completed at a later date once the work is completed.

ATTACHMENTS:

Bid tabulation

STAFF RECOMMENDATION:

Staff is seeking City Council direction on this item.

RESOLUTION NO. 2022-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE CHANGE ORDER TO THE CONTRACT FOR THE 2022 STREET IMPROVEMENT PROJECTS WITH DIAMOND X CONTRACTING, INC. AND AUTHORIZES THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Plan for Fiscal Year Budget 2021-2022 included the 2022 Street Improvement Projects 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 September 8th, 2022; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on September 29th, 2022 at 2:00 p.m.; and,

WHEREAS, proposals were received from, Lester Contracting, Inc. and Diamond X Contracting, 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 recommended to award the contract to Diamond X Contracting, Inc. who is the lowest responsible bidder with a base bid amount of \$1,563,788.50; and,

WHEREAS, City Council awarded the contract to Diamond X Contracting, Inc. in the amount of \$1,563,788.50 with the understanding that this Change Order would be issued to reduce the total contract amount to \$1,059,034.85; and,

WHEREAS, the contractor has consented to a reduction in the project by more than 25%, the City Engineer recommends reducing the scope to include paving of St. Lawrence Street from Hopkins Street to College Street which would require a change order in the amount of (\$504,753.80) to arrive at a construction cost \$1,059,034.85 which would decrease the total fiscal impact to \$1,209,125.85, and the General Fund contribution to \$273,904.61; and,

WHEREAS, the City Council finds that entering into an agreement for the 2022 Street Improvement Projects and reducing the scope of the project by this Change Order to be in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby approves the Change Order to the contract for the 2022 Street Improvement Projects with Diamond X Contracting, Inc. and authorizes the Interim 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: OCTOBER 13, 2022

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-124 Authorizing the Appointments and Reappointments to the Airport Advisory Board, Gonzales Convention & Visitors Bureau, Gonzales Economic Development Corporation, Gonzales Golf Course Advisory Board, JB Wells Park Advisory Board, Gonzales Library Board, Main Street Advisory Board, Museum Advisory Board, Planning & Zoning Commission, and Zoning Board of Adjustment & Sign Control Board

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, 2013 City Council Meeting the Council established a uniform appointment month of September for all Council appointed Boards & Commissions.

The City of Gonzales has the following Boards & Commissions:

Airport Advisory Board
Gonzales Convention & Visitors Bureau
Gonzales Economic Development Corporation
Gonzales Golf Course Advisory Board
JB Wells Park Advisory Board
Gonzales Library Board
Main Street Advisory Board
Museum Advisory Board
Planning & Zoning Commission
Zoning Board of Adjustment & Sign Control Board

Applications that were received were for specific boards & commissions and are attached for review. The individuals that are seeking reappointment have provided an email stating their desire to be reappointed.

The City Council will be provided a ballot to be completed for each board. This ballot will indicate who currently serves on the board and desires to be reappointed, names of the applicants that wish to serve on the board, and number of vacancies that exist for each board. Applications for the Council to review will also be included in the packet. The ballots will need to be

completed and provided to City staff early within the meeting to allow time for staff to compile the City Council's choices, which will be provided to the City Council for final consideration during the actual agenda item. Please be sure to note on the top of the board summary exhibit that some boards have residency requirements that must be followed, such as the Zoning Board of Adjustment, Planning & Zoning Commission, and the GEDC which are adopted within the City's Code of Ordinances.

POLICY CONSIDERATIONS:

The Board members that requested reappointment were asked to provide an email stating that they wish to continue to serve instead of a brand-new application cutting down on unnecessary paperwork. However, the new applicants, were requested to provide an application to communicate the boards they wished to serve on and the order in which they desire to serve.

Staff will be asking City Council to consider changing the number of board members on the Gonzales Convention & Visitors Bureau from 9 to 7. Thus, only needing to appoint/reappoint three board members to the board.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2022-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE APPOINTMENT AND REAPPOINTMENTS TO THE CITY OF GONZALES BOARDS AND COMMISSIONS: AIRPORT ADVISORY BOARD; GONZALES CONVENTION & VISITORS BUREAU; GONZALES ECONOMIC DEVELOPMENT CORPORATION; GONZALES GOLF COURSE ADVISORY BOARD; JB WELLS PARK ADVISORY BOARD; GONZALES LIBRARY BOARD; MAIN STREET ADVISORY BOARD; MUSEUM ADVISORY BOARD; PLANNING & ZONING COMMISSION; AND ZONING BOARD OF ADJUSTMENT & SIGN CONTROL BOARD; ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the uniform appointment month is September of each year; and

WHEREAS, the City Council hereby appoints the members to the Boards & Commissions as attached hereto as Exhibit A.

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of October 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

A. Airport Advisory Board

The following members are appointed to the Airport Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.
- 2.
- 3.

The following members are appointed to the Airport Advisory Board for the remainder of a two-year term beginning October 13, 2022 and ending September 30, 2023.

- 1.

B. Gonzales Convention & Visitors Bureau

The following members are appointed to the Gonzales Convention & Visitors Bureau for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.
- 2.

C. Gonzales Economic Development Corporation

The following members are appointed to the Gonzales Economic Development Corporation for a two-year term effective October 13, 2022 and ending September 30, 2024:

- 1.
- 2.
- 3.

The following members are appointed to the Gonzales Economic Development Corporation for a two-year term effective October 13, 2022 and ending September 30, 2023:

- 1.

D. Gonzales Golf Course Advisory Board

The following members are appointed to the Gonzales Golf Course Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.

- 2.
- 3.
- 4.

E. JB Wells Park Advisory Board

The following members are appointed to the JB Wells Park Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.
- 2.
- 3.
- 4.

F. Gonzales Library Board

The following members are appointed to the Gonzales Library Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.
- 2.
- 3.
- 4.

G. Main Street Advisory Board

The following members are appointed to the Main Street Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.
- 2.
- 3.
- 4.

The following members are appointed to the Main Street Advisory Board to fill an unexpired term effective October 13, 2022 and ending September 30, 2023:

- 1.
- 2.

H. Museum Advisory Board

The following members are appointed to the Museum Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.

- 2.
- 3.
- 4.

I. Planning & Zoning Commission

The following members are appointed to the Planning & Zoning Commission for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.
- 2.
- 3.

The following members are appointed to the Planning & Zoning Commission for the remainder of a two-year term beginning on October 13, 2022 and ending on September 30, 2023

- 1.

J. Zoning Board of Adjustment and Sign Control Board

The following members are appointed to the Zoning Board of Adjustment & Sign Control Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

- 1.
- 2.
3. (Alternate I)

The following members are appointed to the Zoning Board of Adjustment & Sign Control Board to fill an unexpired term effective October 13, 2022 and ending September 30, 2022:

- 1.
2. (Alternate II)

PLANNING & ZONING COMMISSION

Each member shall reside or own real property within the city.

The Planning & Zoning Commission has three positions that expire on September 30, 2022. Paul Neuse and Tom Tiller have requested reappointment. Destiny Pierpont Lopez and Paul Frenzel have tendered their resignation. Leaving three positions with terms ending September 30, 2024, and one with a term ending September 30, 2023.

Name	Term Began	Term Ends	Status
Tim Gescheidle	January 1992	September 30, 2023	N/A
Chris Brunken	June 2005	September 30, 2023	N/A
Charles Patterson	May 2006	September 30, 2023	N/A
Destiny Pierpont Lopez	December 2019	September 30, 2023	Resigned -Vacant
Paul Frenzel	February 2005	September 30, 2022	Resigned -Vacant
Paul Neuse	November 2014	September 30, 2022	Reapplied
Tom Tiller	October 2020	September 30, 2022	Reapplied

New Applicants: (preference of requested appointment)

Paul Neuse and Tom Tiller have requested reappointment.

Applications were received from Pedro DeLuna III(1st), Isaac Anzaldua (2nd), Rose Ruiz Jones (3rd), Joey Moss (3rd), LeeAnn Breslaw (6th)

The following members are appointed to the Planning & Zoning Commission for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____

The following members are appointed to the Planning & Zoning Commission for the remainder of a two-year term beginning on October 13, 2022 and ending on September 30, 2023

4. _____

		Planning and Zoning		
		Preference Choice		
		Please select <u>four</u> names to fill current available postions		
Name				
Paul Neuse	*			
Tom Tiller	*			
Pedro DeLuna III				
Isaac Anzaldua				
Rose Ruiz Jones				
Joey Moss				
LeeAnn Breslaw				

*Indicates currently serving and requesting reappointment

AIRPORT ADVISORY BOARD

There are no residency requirements to serve on this board.

The Airport Advisory Board has three positions that expire September 30, 2022. James “Steve” Dixon, John Coale and John Langhoff have all requested reappointment. Kenneth Jones has tendered his resignation for his appointment with the term ending September 30, 2023. Leaving three positions with terms ending September 30, 2024, and one with a term ending September 30, 2023.

Name	Term Began	Term Ends	Status
Alfred O’Donnell	January, 2020	September 30, 2023	N/A
Kenneth Jones	October, 2021	September 30, 2023	Resigned- Vacant
John Sample	January, 2020	September 30, 2023	N/A
Michael Tuch	January, 2020	September 30, 2023	N/A
James “Steve” Dixon	January, 2020	September 30, 2022	Reapplied
John Coale	January, 2020	September 30, 2022	Reapplied
John Langhoff	January, 2020	September 30, 2022	Reapplied

New Applicants: (preference of requested appointment)

James “Steve” Dixon, John Coale and John Langhoff have all requested reappointment.

Applications were received from Mark Ainsworth (1st) and Darwood Dupree (1st), Joey Moss (5th), LeeAnn Breslaw (9th) to serve on the board.

The following members are appointed to the Airport Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____

The following members are appointed to the Airport Advisory Board for the remainder of a two-year term beginning October 13, 2022 and ending September 30, 2023:

1. _____

		Airport Advisory		
		Preference Choice		
		Please select <u>four</u> names to fill current available postions		
Name				
James "Steve" Dixon	*			
John Coale	*			
John Langhoff	*			
Mark Ainsworth				
Darwood Dupree				
Joey Moss				
LeeAnn Breslaw				

*Indicates currently serving and requesting reappointment

CONVENTION & VISITORS BUREAU

There are no residency requirements to serve on this board.

The Gonzales Convention & Visitors Bureau has five positions that expire September 30, 2022. Daniel Garza has requested reappointment. Jean Peterek Burns tendered her resignation from the board, Suzanne Sexton stated that she does not wish to be reappointed at this time and no responses were received from Judy Wehde and Tami Erickson. Staff will be asking on this agenda (Item #6.3) to reduce the number of board members from nine (9) to seven (7) due to the Tourism related functions being moved to the Chamber of Commerce. Leaving 3 positions with terms ending September 30, 2024.

Name	Term Began	Term Ends	Status
Holly Danz	October 2016	September 30, 2023	N/A
Dawn O'Donnell	October 2014	September 30, 2023	N/A
Barbara Crozier	April 2008	September 30, 2023	N/A
Andrea (Andi) Seger	December 2019	September 30, 2023	N/A
Judy Wehde	October 2020	September 30, 2022	Did not reapply
Suzanne Sexton	November 2017	September 30, 2022	Did not reapply
Daniel Garza	May 2022	September 30, 2022	Reapplied
Jean Peterek Burns	October 2018	September 30, 2022	Resigned -Vacant
Tami Erickson	October 2020	September 30, 2022	Did not reapply

New Applicants: (preference of requested appointment)

Daniel Garza has requested reappointment.

Applications were received from Denise Bryant (1st), LeeAnn Breslaw (3rd), Pedro DeLuna III(4th), Joey Moss (4th)

The following members are appointed to the Gonzales Convention & Visitors Bureau for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____

		CVB		
		Preference Choice		
		Please select <u>three</u> names to fill current available postions		
Name				
Daniel Garza	*			
Denise Bryant				
LeeAnn Breslaw				
Pedro DeLuna III				
Joey Moss				

*Indicates currently serving and requesting reappointment

GONZALES ECONOMIC DEVELOPMENT CORPORATION

Each member of the Board of Directors shall be a resident of the City of Gonzales or Gonzales County.

The EDC has three positions that expire September 30, 2022. Rafe Jackson, Larry Wehde and Andy Rodriguez have requested reappointment to the board. Gerri Lawing tendered her resignation for the board with her term ending September 30, 2023. Leaving three positions with terms ending September 30, 2024, and one with a term ending September 30, 2023.

Name	Appointed	Term End	Status
Ken Morrow	October 2020	September 30, 2023	N/A
Chris Brunken	November 2021	September 30, 2023	N/A
Dan Blakemore	December 2017	September 30, 2023	N/A
Gerri Lawing	November 2017	September 30, 2023	Resigned -Vacant
Rafe Jackson	May 2022	September 30, 2022	Reapplied
Larry Wehde	September 2018	September 30, 2022	Reapplied
Andy Rodriguez	April 2019	September 30, 2022	Reapplied

New Applicants: (preference of requested appointment)

Rafe Jackson, Larry Wehde and Andy Rodriguez have requested reappointment to the board.

Applications were received from Elmer Avellaneda (1st), Melissa Cowey (1st), Rose Ruiz Jones (1st), Ryan Lee (1st), Joey Moss (1st), David Dement (1st)

The following members are appointed to the Gonzales Economic Development Corporation for a two-year term effective October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____

The following members are appointed to the Gonzales Economic Development Corporation for a two-year term effective October 13, 2022 and ending September 30, 2023:

1. _____

		GEDC		
		Preference Choice		
		Please select <u>four</u> names to fill current available postions		
Name				
Andy Rodriguez	*			
Larry Wehde	*			
Rafe Jackson	*			
Elmer Avellaneda				
Melissa Cowey				
Rose Ruiz Jones				
Ryan Lee				
Joey Moss				
David Dement				

*Indicates currently serving and requesting reappointment

GONZALES GOLF COURSE ADVISORY BOARD

There are no residency requirements to serve on this board.

The Gonzales Golf Course Advisory Board has four positions that expire September 30, 2022. Debbie Tieken, Bill Kessler, Ryan Lee and John Hahn have requested reappointment. Leaving four positions with terms ending September 30, 2024.

Name	Term Began	Term Ends	Status
Bill Hyman	2019	September 30, 2023	N/A
Glenda Kessler	2019	September 30, 2023	N/A
Jon Such	2010	September 30, 2023	N/A
Debbie Tieken	2011	September 30, 2022	Reapplied
John Hahn	July 2022	September 30, 2022	Reapplied
Ryan Lee	October 2018	September 30, 2022	Reapplied
Bill Kessler	2021	September 30, 2022	Reapplied

New Applicants: (preference of requested appointment)

Debbie Tieken, Bill Kessler, Ryan Lee and John Hahn have requested reappointment.

Applications were received from Terry Crisp (1st), Joey Moss (9th), LeeAnn Breslaw (10th)

The following members are appointed to the Gonzales Golf Course Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____
4. _____

		Golf Course Advisory Board		
		Preference Choice		
		Please select <u>four</u> names to fill current available		
Name				
Bill Kessler	*			
Debbie Tieken	*			
John Hahn	*			
Ryan Lee	*			
Terry Crisp				
Joey Moss				
LeeAnn Breslaw				

*Indicates currently serving and requesting reappointment

JB WELLS PARK ADVISORY BOARD

There are no residency requirements to serve on this board.

The J.B. Wells Advisory Board has four positions that expire September 30, 2022. Billy Bob Low, Don Pooley, Janelle Trammel and Heather Shelton have requested reappointment. Leaving four positions with terms ending September 30, 2024.

Name	Term Began	Term Ends	Status
Kevin La Fleur	August 2013	September 30, 2023	N/A
Liz Davis	December 2019	September 30, 2023	N/A
Amy Thibodeaux	October 2021	September 30, 2023	N/A
Billy Bob Low	October 2015	September 30, 2022	Reapplied
Don Pooley	February 2017	September 30, 2022	Reapplied
Janelle Trammel	September 30, 2018	September 30, 2022	Reapplied
Heather Shelton	October 2020	September 30, 2022	Reapplied

New Applicants: (preference of requested appointment)

Billy Bob Low, Don Pooley, Janelle Trammel and Heather Shelton have requested reappointment

Applications were received from LeeAnn Breslaw (4th), Joey Moss (6th)

The following members are appointed to the JB Wells Park Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____
4. _____

		JB Wells Park Advisory		
		Preference Choice		
		Please select <u>four</u> names to fill current available postions		
Name				
Billy Bob Low	*			
Don Pooley	*			
Heather Shelton	*			
Janelle Trammel	*			
LeeAnn Breslaw				
Joey Moss				

*Indicates currently serving and requesting reappointment

GONZALES LIBRARY BOARD

There are no residency requirements to serve on this board.

The Gonzales Library Board has four positions that expire on September 30, 2022. Dorothy Eberle, Ida McGarity, John Tinsley and Swann Reid have requested reappointment. Leaving four positions with terms ending September 30, 2024.

Name	Term Began	Term Ends	Status
Vicki Frenzel	August 2011	September 30, 2023	N/A
Martha Jo Whitt	August 2011	September 30, 2023	N/A
Erwin Ckudre	August 2011	September 30, 2023	N/A
Noell Ince	August 2011	September 30, 2023	N/A
Dorothy Eberle	August 2012	September 30, 2022	Reapplied
Ida McGarity	September 2012	September 30, 2022	Reapplied
John Tinsley	October 2018	September 30, 2022	Reapplied
Swann Reid	August 2012	September 30, 2022	Reapplied

New Applicants: (preference of requested appointment)

Dorothy Eberle, Ida McGarity, John Tinsley and Swann Reid have requested reappointment.

Applications were received from LeeAnn Breslaw (1st), Pedro DeLuna III (2nd), Terry Crisp (3rd), Rose Ruiz Jones (4th), Joey Moss (7th),

The following members are appointed to the Gonzales Library Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____
4. _____

		Library Board		
		Preference Choice		
		Please select <u>four</u> names to fill current available postions		
Name				
Dorothy Eberle	*			
Ida McGarity	*			
John Tinsley	*			
Swann Reid	*			
LeeAnn Breslaw				
Pedro DeLuna III				
Terry Crisp				
Rose Ruiz Jones				
Joey Moss				

*Indicates currently serving and requesting reappointment

MAIN STREET ADVISORY BOARD

There are no residency requirements to serve on this board.

The Gonzales Main Street Advisory Board has four positions with terms that expire on September 30, 2022. Adrienne Hastings, Noemi (Naomi) Gamboa, Linda Brown and Britney Caka have requested reappointment. Resignations were received from: Destiny Pierpont Lopez and Christine Presley. Leaving four positions with terms ending September 30, 2024, and two positions with terms ending September 30, 2023.

Name	Term Began	Term End	Status
Michelle Tucker	December 2021	September 30, 2023	N/A
Valorie Daniel	October 2018	September 30, 2023	N/A
Amy Peeler	October 2020	September 30, 2023	N/A
Destiny Pierpont Lopez	December 2019	September 30, 2023	Resigned-Vacant
Christine Presley	November 2020	September 30, 2023	Resigned-Vacant
Adriane Hastings	July 2019	September 30, 2022	Reapplied
Noemi (Naomi) Gamboa	December 2020	September 30, 2022	Reapplied
Linda Brown	January 2014	September 30, 2022	Reapplied
Britney Caka	November 2020	September 30, 2022	Reapplied

New Applicants: (preference of requested appointment)

Adrienne Hastings, Noemi (Naomi) Gamboa, Linda Brown and Britney Caka have requested reappointment.

Applications were received from Isaac Anzaldúa (1st), Kayla Craven (1st), Jaydin Barfield (1st), Veronica "Roni" Epperson (1st), Teresa Ramirez (1st), Lorrell Wright (1st), Denise Bryant (2nd), Rose Ruiz Jones (2nd), Joey Moss (2nd), LeeAnn Breslaw (2nd)

The following members are appointed to the Main Street Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____
4. _____

The following members are appointed to the Main Street Advisory Board to fill an unexpired term effective October 13, 2022 and ending September 30, 2023:

1. _____
2. _____

		Main Street Advisory Board		
		Preference Choice		
		Please select <u>six</u> names to fill current available postions		
Name				
Adriane Hastings	*			
Britney Caka	*			
Linda Brown	*			
Noemi (Naomi) Gamboa	*			
Isaac Anzaldua				
Jaydin Barfield				
Kayla Craven				
LeeAnn Breslaw				
Veronica "Roni" Epperson				
Teresa Ramirez				
Lorrell Wright				
Denise Bryant				
Rose Ruiz Jones				
Joey Moss				

*Indicates currently serving and requesting reappointment

MUSEUM ADVISORY BOARD

There are no residency requirements to serve on this board.

The Museum Advisory Board has four positions with terms that expire September 30, 2022. No board members have requested reappointment. Leaving four vacant positions with terms ending September 30, 2024.

Name	Term Began	Term Ends	Status
John Tinsley	March 2017	September 30, 2023	N/A
Lucianne Blakemore	December 2019	September 30, 2023	N/A
Brent Baker	March 2017	September 30, 2023	N/A
VACANT	December 2019	September 30, 2022	Vacant
Judy Wehde	October 2020	September 30, 2022	Did Not Reapply
VACANT		September 30, 2022	Vacant
VACANT		September 30, 2022	Vacant

New Applicants: (preference of requested appointment)

No board members have requested reappointment.

Applications were received from Terry Crisp (2nd), Denise Bryant (3rd), Pedro DeLuna (3rd), LeeAnn Breslaw (5th), Rose Ruiz Jones (5th), Joey Moss (8th)

The following members are appointed to the Museum Advisory Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____
4. _____

	Museum Board		
	Preference Choice		
	Please select <u>four</u> names to fill current available postions		
Name			
Terry Crisp			
Pedro DeLuna III			
Denise Bryant			
LeeAnn Breslaw			
Rose Ruiz Jones			
Joey Moss			

*Indicates currently serving and requesting reappointment

ZONING BOARD OF ADJUSTMENT & SIGN CONTROL BOARD

Each member shall reside or own real property within the city.

The Zoning Board of Adjustment & Sign Control Board has two regular positions for two-year terms that will expire September 30, 2022; one Alternate I position with a term that will expire on September 30, 2022; one regular vacant position for a term that is ending on September 30, 2023; and one Alternate II position for a term that is ending on September 30, 2023. Richard Crozier, Johnnie Edwards and Alternate I-Pat Mosher requested reappointment. Leaving three vacant positions with terms ending September 30, 2024, and two vacant positions with terms ending September 30, 2023.

Name	Term Began	Term Ends	Status
Vicki Frenzel	November 2004	September 30, 2023	N/A
Ray Lee Raley	February 2004	September 30, 2023	N/A
VACANT		September 30, 2023	Vacant
Alternate II - VACANT		September 30, 2023	Vacant
Pat Mosher-Alternate I	November 2014	September 30, 2022	Reapplied
Richard Crozier	October 2020	September 30, 2022	Reapplied
Johnnie Edwards	October 2020	September 30, 2022	Reapplied

New Applicant: (preference of requested appointment)

Richard Crozier, Johnnie Edwards and Alternate I-Pat Mosher requested reappointment.

Applications were received from LeeAnn Breslaw (7th), Joey Moss (11th)

The following members are appointed to the Zoning Board of Adjustment & Sign Control Board for a two-year term beginning October 13, 2022 and ending September 30, 2024:

1. _____
2. _____
3. _____ (Alternate I)

The following members are appointed to the Zoning Board of Adjustment & Sign Control Board fill an unexpired term effective October 13, 2022 and ending September 30, 2023:

1. _____
2. _____ (Alternate II)

NOTE: Section 14.703 (2) (B) of the Code of Ordinances stated in the event board vacancies cannot be filled, the city council may choose to serve as the zoning board of adjustment.

		ZBOA/Sign Control		
		Preference Choice		
		Please select <u>five</u> names to fill current available postions		
Name				
Pat Mosher	*			
Richard Crozier	*			
Johnnie Edwards	*			
LeeAnn Breslaw				
Joey Moss				

*Indicates currently serving and requesting reappointment

NAME	BOARD	TERM	REAPPOINT
James "Steve" Dixon	Airport Advisory	9/30/2022	YES
John Coale	Airport Advisory	9/30/2022	YES
John Langhoff	Airport Advisory	9/30/2022	YES
Daniel Garza	CVB	9/30/2022	YES
Jean Peterek Burns (CVB)	CVB	9/30/2022	NO-resigned
Judy Wehde (CVB)	CVB	9/30/2022	No response
Suzanne Sexton	CVB	9/30/2022	NO
Tami Erickson	CVB	9/30/2022	No response
Andy Rodriguez	EDC	9/30/2022	YES
Larry Wehde	EDC	9/30/2022	YES
Rafe Jackson	EDC	9/30/2022	YES
Bill Kessler	Golf Course Advisory	9/30/2022	YES
Debbie Tieken	Golf Course Advisory	9/30/2022	YES
John Hahn	Golf Course Advisory	9/30/2022	YES
Ryan Lee	Golf Course Advisory	9/30/2022	YES
Billy Bob Low	JB Wells Park Advisory	9/30/2022	YES
Don Pooley	JB Wells Park Advisory	9/30/2022	YES
Heather Shelton	JB Wells Park Advisory	9/30/2022	YES
Janelle Trammel	JB Wells Park Advisory	9/30/2022	YES
Dorothy Eberle	Library Board	9/30/2022	YES
Ida McGarity	Library Board	9/30/2022	YES
John Tinsley (Library)	Library Board	9/30/2022	YES
Swann Reid	Library Board	9/30/2022	YES
Adriane Hastings	Main Street Advisory Board	9/30/2022	YES
Britney Caka	Main Street Advisory Board	9/30/2022	YES
Linda Brown	Main Street Advisory Board	9/30/2022	YES
Noemi (Naomi) Gamboa	Main Street Advisory Board	9/30/2022	YES
Judy Wehde (Museum)	Museum Board	9/30/2022	No response
Vacant (Museum)	Museum Board	9/30/2022	
Vacant (Musuem)	Museum Board	9/30/2022	
Paul Neuse	Planning & Zoning	9/30/2022	YES
Tom Tiller	Planning & Zoning	9/30/2022	YES
Vacant (Paul Frenzel)	Planning & Zoning	9/30/2022	NO-resigned
Johnnie Edwards	ZBOA/Sign Control	9/30/2022	YES
Pat Mosher, Alternate1	ZBOA/Sign Control	9/30/2022	YES
Richard Crozier	ZBOA/Sign Control	9/30/2022	YES

RESIGNATIONS

Christine Presley	Main Street	9/30/2023
Kenneth Jones	Airport	9/30/2023
Destiny Lopez	Main Street	9/30/2023
Destiny Lopez	P&Z	9/30/2023
Paul Frenzel	P&Z	9/30/2022

[illegible]

Applicant:	1st Board Preference	Applicant:	6th Board Preference
Mark Ainsworth	Airport	Rose Ruiz Jones	AD HOC
Darwood Dupree	Airport	Joey Moss	JB Wells Park
Denise Bryant	CVB	LeeAnn Bradshaw	P&Z
Elmer Avellaneda	GEDC	Applicant:	7th Board Preference
Melissa Cowey	GEDC	LeeAnn Bradshaw	BOA
Rose Ruiz Jones	GEDC	Joey Moss	Library
Ryan Lee	GEDC	Applicant:	8th Board Preference
Joey Moss	GEDC	LeeAnn Bradshaw	AD HOC
David Dement	GEDC	Joey Moss	Museum
Terry Crisp	Golf	Applicant:	9th Board Preference
LeeAnn Bradshaw	Library	LeeAnn Bradshaw	Airport
Isaac Anzaldua	Main Street	Joey Moss	Golf
Jaydin Barfield	Main Street	Applicant:	10th Board Preference
Kayla Craven	Main Street	Joey Moss	AD HOC
Veronica "Roni" Epperson	Main Street	LeeAnn Bradshaw	Golf
Teresa Ramirez	Main Street	Applicant:	11th Board Preference
Lorrell Wright	Main Street	Joey Moss	ZBOA
Pedro DeLuna III	P&Z		
Applicant:	2nd Board Preference		
Pedro DeLuna III	Library		
Denise Bryant	Main Street		
Rose Ruiz Jones	Main Street		
Joey Moss	Main Street		
LeeAnn Bradshaw	Main Street		
Terry Crisp	Museum		
Isaac Anzaldua	P&Z		
Applicant:	3rd Board Preference		
Isaac Anzaldua	AD HOC		
LeeAnn Bradshaw	CVB		
Terry Crisp	Library		
Pedro DeLuna III	Museum		
Denise Bryant	Museum		
Rose Ruiz Jones	P&Z		
Joey Moss	P&Z		
Applicant:	4th Board Preference		
Terry Crisp	AD HOC		
Pedro DeLuna III	CVB		
Joey Moss	CVB		
LeeAnn Bradshaw	JBW Park		
Rose Ruiz Jones	Library		
Applicant:	5th Board Preference		
Pedro DeLuna III	AD HOC		
Joey Moss	Airport		
LeeAnn Bradshaw	Museum		
Rose Ruiz Jones	Museum		

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-125 Authorizing the Gonzales Junior High Athletics the Permission to close the 400 Block of St. Paul Street, and 400 Block of Smith Street and Hold the GJHS Veteran's Day Color Run/Walk on November 11, 2022

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Gonzales Junior High Athletics would like to hold the GJHS Veteran's Day Color Run/Walk on November 11, 2022. The event will begin at 8:00 a.m. and end at 12:00 p.m. They would like to start and finish in the parking lot on the west side of the 400 block of St. Paul. The organizers would also like permission to close the 400 block of St. Paul and the 400 block of Smith Street to ensure the safety of the entrees. This event will take the course of the attached map, beginning at the 500 Block of St. Lawrence, utilizing the shoulder of the roadway, to the Lions Club Drive, and returning along the shoulder of St. Louis to the 500 Block of St. Louis.

The anticipated attendance is around 300 participants, and is open to the public.

POLICY CONSIDERATIONS:

The expenditure of public funds for a private enterprise requires specific approval by the City Council and must serve a public purpose.

FISCAL IMPACT:

The fiscal impact for the City would include the cost for the Street Department staff to move the barricades to streets that will need to be closed as well as the placement and pickup of the cones along route for the runners (5.5 hrs. x \$25.00/hr. x 3 employees=\$415.50).

ATTACHMENTS:

Event Form-GJHS Color Run 2022
Color Run Map 2022

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution

RESOLUTION NO. 2022-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE GONZALES JUNIOR HIGH ATHLETICS THE PERMISSION TO CLOSE THE 400 BLOCK OF ST. PAUL STREET, AND 400 BLOCK OF SMITH STREET AND HOLD THE GJHS VETERAN'S DAY COLOR RUN/WALK ON NOVEMBER 11, 2022; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Junior High Athletics would like to hold the GJHS Veteran's Day Color Run/Walk on November 11, 2022; and

WHEREAS, the event will begin in the parking lot on the west side of the 400 block of St. Paul at 8:00 a.m. and end at 12:00 p.m.; and

WHEREAS, the organizers have requested permission to close the 400 block of St. Paul and the 400 Block of Smith Street to ensure the safety of the entrees; and

WHEREAS, the fiscal impact for the City would include the cost for the Street Department staff to move the barricades to streets that will need to be closed as well as the placement and pickup of the cones along route for the runners (5.5 hrs. x \$25.00/hr. x 3 employees=\$415.50); and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the temporary closure of certain city streets, use of city property for the Gonzales Junior High Athletics GJHS Veteran's Day Color Run/Walk on November 11, 2022, as 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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET



THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT
LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY
PROPERTY



EVENT NAME GNHS Veteran's Day Color Run
HOST ORGANIZATION Gonzales Jr. High Athletics
CONTACT NAME Janelle Lester
CONTACT CELL PHONE [REDACTED]
EVENT DATE Friday, November 11, 2022
EVENT START TIME 8 am **EVENT END TIME** 12 am
EVENT LOCATION in front of the SMC & Baptist Church
HOLIDAY CELEBRATED Y X N **HOLIDAY:** Veteran's Day
CITY COUNCIL APPROVAL REQUIRED Y N **MEETING DATE:**

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE not sure, guessing 300
MUSIC Y X N **LIVE** Y X N speakers will be used
FOOD Y X N
ALCOHOL Y N X **RESPONSIBLE PARTY**
MOTORIZED VEHICLES Y N X **PARADE** **SHOW**
PUBLIC OR PRIVATE EVENT Public
SECURITY Y N X **# OFFICERS NEEDED** (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

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

STREETS DEPARTMENT

STREETS AFFECTED Y X N St. Paul
BARRICADES NEEDED (max 12) Y X N 4
CONES NEEDED (max 48) Y X N
STREETS TO BE CLOSED Y X N St. Paul from St. Lawrence to St. Xois St.
SET UP TIME 8 am
TAKE DOWN TIME 12 pm

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each 0 (max 500)
NO. OF ROUND TABLES @ \$2.00 each 0 (max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each 0 (max 50)
NUMBER OF TRASH CANS 0 (max 25)
SET UP TIME
TAKE DOWN TIME

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

Kristina Vega, CITY SECRETARY
citysecretary@gonzales.texas.gov

RECEIVED SEP 21 2022

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.



A handwritten signature in black ink, appearing to read 'J. H. H.', is written over a horizontal line.

AUTHORIZED SIGNATURE

- Barricades on St. Paul at St. Lawrence & St. Louis
- Barricades on Smith Street at St. Lawrence & St. Louis
- Cones starting at 500th block of St. Paul up St. Lawrence & St. Louis (in the shoulder) to Lions Club Drive



TEXAS RISK POOL CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)
9.20.2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE RISK POOL BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING RISK POOL, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL COVERED ENTITY / PERSON, the policy(ies) must have ADDITIONAL COVERED ENTITY / PERSON provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the coverage, certain terms of coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER La Vernia Insurance Agency, Inc. P O Box 159 La Vernia TX 78121	CONTACT NAME: Frank Pruski / Kim Pruski PHONE (A/C, No, Ext): 830-779-2595 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID: 089-901
COVERED ENTITY / PERSON Gonzales ISD 1711 N Sarah DeWitt Drive Gonzales TX 78629	RISK POOL AFFORDING COVERAGE RISK POOL A: Property Casualty Alliance of Texas (PCAT) RISK POOL B: RISK POOL C:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY / PERSON NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DOCUMENTS DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDL INSD	SUBR WVD	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			9.1.2022	9.1.2023	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$-0-
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
						EMPLOYEE BENEFITS LIAB	\$
							\$
							\$
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
							\$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Gonzales Junior High campus hosting a 5K event on Friday, November 11, 2022.

CERTIFICATE HOLDER

CANCELLATION

City of Gonzales
820 St Joseph
Gonzales, TX 78629

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS IN THE COVERAGE DOCUMENTS.

AUTHORIZED REPRESENTATIVE

PCAT Certificate Guidelines

Property Casualty Alliance of Texas (PCAT) is a risk sharing cooperative formed by Texas Public Entities pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7 of the Texas Government Code. PCAT is not an insurance company.

Texas Public Entities occasionally get requests from non-governmental entities to issue Certificates of **Insurance** and to be named as '**Additional Insured.**' Since PCAT is not an insurance company, we will issue a Certificate of **Coverage** rather than a Certificate of **Insurance.**

Because the School is immune from all tort actions, except those arising from the use of a motor vehicle, most indemnification clauses have the School assuming an obligation to pay claims that could not be made against it. Texas law is clear that the School cannot contractually assume liability for another entity that exceeds the liability that the School would have in the same situation, because to immunize a non-public entity is a gift of public funds and is prohibited by the Texas Constitution. For this reason, we are unable to name anyone as an **Additional Insured.**

In addition to the above, as a public entity in the State of Texas, schools are prohibited from indemnifying a private entity. The following language should be considered as an insert to all third party agreements in lieu of standard hold harmless agreements:

"[School] is an independent school district organized pursuant to Section 11.011 of the Education Code and as such, is immune from tort actions, except those arising from the use of a motor vehicle in accordance with Section 101.051 of the Texas Civil Practices and Remedies Code.

Nothing in the Agreement is or shall be interpreted to require [School] to indemnify [Private Entity] or to constitute a waiver of that immunity."

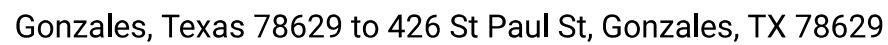
While it does not provide an explanation, another way of handling this is to include the following language in all contracts:

"...to the extent permitted by the Constitution and laws of the State of Texas"

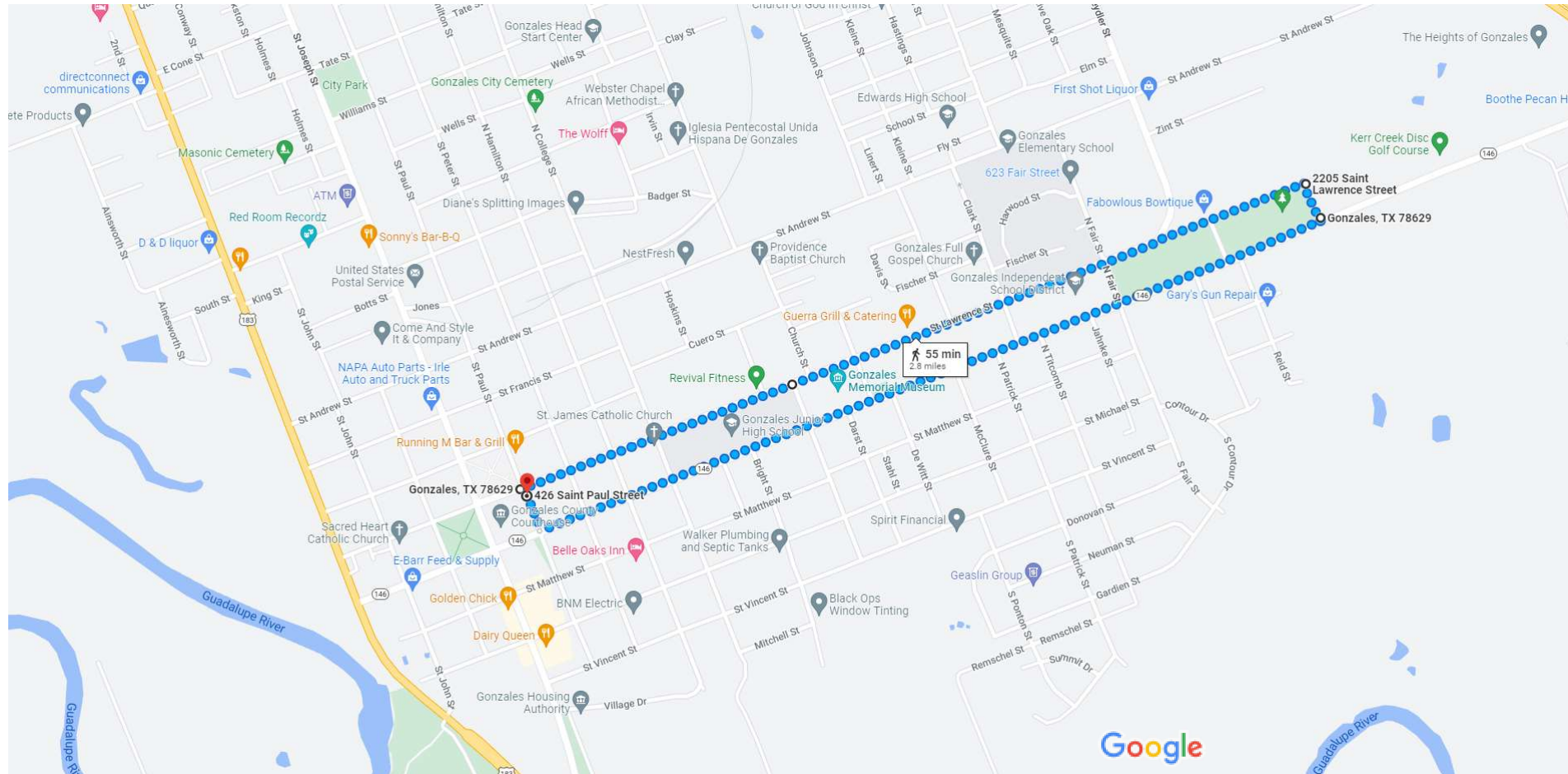
Contact your Agent if there are any questions on the above.

Nothing stated herein is a legal opinion.

The School should consult their legal counsel prior to execution of any third party contracts.



Walk 2.8 miles, 55 min

Map data ©2022 500 ft 

via St Lawrence St

55 min

2.8 miles

Mostly flat

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2022-126 Authorizing JB Wells staff to organize and hold a Spooky Trail Event on Santa Anna Mound on October 28-30, 2022

DATE: October 13, 2022

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

JB Well Park would like the City Council's permission to plan and organizer a Spooky Trail on the Santa Anna Mound on October 28 to 30, 2022. City staff will be organizing the event but will have local citizens, school students and youth 4-H volunteers to help put this event on. The event will begin at dark around 6:00 pm to 11:00pm. Those that desire to participate in the event will walk up to the center of the Santa Anna Mound through scary decorations, kids dressed to scare people along the way. There will be one entry onto the mound and only on way out. This is the first year to organize this event.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The total fiscal impact is unknown at this time, however JB Wells Park. will solicit donations for promotion of the event and to cover costs. The City would also like to charge a \$5.00 fee for entry to the trail which will offset the cost to put this event on, plus the amount of volunteers that will participate will limit the number of employees and hours needed to organize the event. The fiscal impact for the City would include the cost for the city staff to work the event in the event that there are not enough volunteers to do so. Approximate cost to the city if this were to occur would be for preparation and cleaning up after the event if 3 employees are needed during the event would be as follows: (7 hrs. x \$25.00/hr. x 3 employees x 3 days=\$1,575.00).

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2022-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING JB WELLS STAFF TO ORGANIZE AND HOLD A SPOOKY TRAIL EVENT ON SANTA ANNA MOUND ON OCTOBER 28-30, 2022; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, JB Well Park would like the City Council's permission to plan and organize a Spooky Trail on the Santa Anna Mound from 6:00 p.m. until 11:00 p.m. on October 28, 29 and 30, 2022; and

WHEREAS, city staff anticipates an approximate attendance of 200 people or more over the course of three days; and

WHEREAS, a \$5.00 fee will be charged for entry to offset the costs of the spooky decorated trail, where volunteers are dressed to scare those that enter; and

WHEREAS, the fiscal impact for the City would include the cost for the city staff to work the event in the event that there are not enough volunteers to do so, with an approximate cost to the city for three employees needed during the event being 7 hrs. x \$25.00/hr. x 3 employees x 3 days=\$1,575.00; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes JB Wells staff to organize and hold a spooky trail event on Santa Anna Mound on October 28, 29 and 30, 2022 as 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 13th day of October 2022.

Mayor, S. H. Sucher

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET



THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT
LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY
PROPERTY



EVENT NAME Spooky Trails at JB Wells Park
HOST ORGANIZATION City of Gonzales
CONTACT NAME Amanda Garza
CONTACT CELL PHONE [REDACTED]
EVENT DATE October 28, 29, 30, 2022
EVENT START TIME 6:00 p.m. EVENT END TIME 11:00 p.m.
EVENT LOCATION JB Wells Park
HOLIDAY CELEBRATED Y X N HOLIDAY: Halloween
CITY COUNCIL APPROVAL REQUIRED Y N MEETING DATE: _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 150-200
MUSIC Y N X LIVE DJ
FOOD Y N X
ALCOHOL Y N X RESPONSIBLE PARTY _____
MOTORIZED VEHICLES Y N X PARADE SHOW
PUBLIC OR PRIVATE EVENT _____
SECURITY Y N X # OFFICERS NEEDED (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y N X
NUMBER OF OUTLETS NEEDED _____
AMPS/WATTS NEEDED _____
TENT Y N X SET UP DAY/TIME Appx. 1 hr. before event
TENT SIZE: _____ TAKE DOWN DAY/TIME Appx. 1 hr. after event

STREETS DEPARTMENT

STREETS AFFECTED Y N X
BARRICADES NEEDED (max 12) Y N X
CONES NEEDED (max 48) Y N X
STREETS TO BE CLOSED Y N X
SET UP TIME _____
TAKE DOWN TIME _____

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF TRASH CANS _____ (max 25)
SET UP TIME _____
TAKE DOWN TIME _____

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

Kristina Vega, CITY SECRETARY
citysecretary@gonzales.texas.gov

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.



AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Public Hearing, Discussion & Possible Action on Ordinance #2022-18 Readopting the Curfew for Minors Ordinance Article 8.500 of the City of Gonzales Code of Ordinances

DATE: October 13, 2022

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City Council adopted the Curfew Ordinance in April of 2014 and renewed it again in 2018. Chapter 370.002 of the Local Government Code states that every three years the ordinance must be reviewed and readopted or amended with changes. In addition to the review public hearings must be held on the need to continue the ordinance. Failure to comply with Section 370.002 will cause the ordinance to expire. The Ordinance should have been renewed in 2021 to comply with the requirements of the Local Government Code. However, that was not done resulting in the expiration of the ordinance. City staff held the first public hearing on September 8th with a report given from the Chief of Police on the benefits and effectiveness of the Curfew Ordinance. The second Public Hearing will be held on October 13th with adoption of the ordinance to follow. During the hearing the Chief of Police expressed his opinion that the Curfew for Minors ordinance has been effective and recommended the renewal of said ordinance.

POLICY CONSIDERATIONS:

Approving this ordinance will readopt the curfew ordinance and ensure compliance with statute.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this ordinance.

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES READOPTING THE CURFEW FOR MINORS ORDINANCE ARTICLE 8.500; 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 (the “City”), on April 1, 2014 established curfew for minors ordinance; and,

WHEREAS, Chapter 370.002 of the Local Government Code states before the third anniversary date of adoption of a juvenile curfew ordinance and every third year thereafter, the governing body shall: 1) review the ordinance or order’s on the community and on problems the ordinance or order was intended to remedy; 2) conduct public hearings on the need to continue the ordinance or order; 3) abolish, continue, or modify the ordinance or order; and,

WHEREAS, Local Government Code § 370.002 (b) further states that failure to act in accordance with the above referenced sections will cause the ordinance or order to expire; and

WHEREAS, the Ordinance was readopted on May 10, 2018 but failed to renew the ordinance in 2021, thus resulting in the expiration of the ordinance; and,

WHEREAS, two Public Hearings were held on September 8, 2022 and October 13, 2022 at which time the Chief of Police spoke on behalf of the success of the Curfew for Minors Ordinance and recommended to renew the ordinance; and,

WHEREAS, the City Council finds that readopting the Curfew for Minors Ordinance as described herein will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City of Gonzales Code of Ordinances, **Chapter 8 Offenses and Nuisances**, Article 8.500 Curfew for Minors is hereby readopted as set forth in the attached Exhibit A, which is fully incorporated herein by reference.

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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT A

READOPTING CHAPTER 8, OFFENSES AND NUISANCES, ARTICLE 8.500 CURFEW FOR MINORS AS FOLLOWS:

ARTICLE 8.500 CURFEW FOR MINORS

Sec. 8.501 Definitions

For the purpose of this article, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory.

Establishment. Any privately owned place of business carried on for a profit or any place of amusement or entertainment to which the public is invited.

Juvenile. Any person under the age of seventeen (17) years of age, or in equivalent phrasing, any person of the age sixteen (16) years old or younger.

Operator. Any individual, firm association, partnership or corporation operating, managing, or conducting any establishment; and whenever used in any clause prescribing a penalty, the term as applied to associations or partnerships shall include the members or partners thereof and as applied to corporations shall include the officers thereof.

Parent. Any natural parent of a juvenile, a legal guardian, or any adult person, eighteen (18) years or older, in whose care the juvenile has been placed by the natural parent or legal guardian.

Public Place. Any public street, highway, road, alley, park, playground, public building, parkway, or vacant lot.

Remain. To stay behind, to tarry, and stay unnecessarily upon a public place, including congregating in groups totaling four (4) or more juveniles in which any minor included would not be using the public place for an ordinary or serious purpose such as passage or going home. To implement this definition with more precision and precaution, numerous exceptions will be provided hereinafter to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to juveniles with increasing years and advancing maturity as appropriate in the interest of reasonable regulation.

Time of Right. The prevailing local standard time at the date in question, whether Central Standard Time or Central Daylight Savings Time, as observed by the public. The time maintained by the police department shall be the prima facie evidence of the time of day for continued implementation of this article.

Years of Age. The time from one birthday, such as sixteenth, to the next, but not including the day of the next birthday. Thus upon a person's seventeenth birthday, he or she will cease to be a juvenile regulated by this article.

Sec. 8.502 Curfew Established

(a) It shall be unlawful for any person sixteen (16) or less years of age to be or remain in or upon any public place or in or upon any establishment within the city between the hours of 12:00 a.m. and 5:30 a.m. of the following day, official city time, except that on Fridays and Saturdays and nights next preceding school holidays (not including summer vacation) the hours shall be from 1:00 a.m. to 5:30 a.m.

(b) It shall be unlawful for any person sixteen (16) or less years of age to be or remain in or upon any public place or in or upon any establishment between the hours of 8:00 a.m. and 3:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday while school is in session with the exception of a holiday observed by the closure of classes at the school in which the minor is enrolled and the designated lunch time for high school students.

Sec. 8.503 Exceptions

In the following exceptional cases, a juvenile in or upon any public place or in and upon an establishment shall not be deemed in violation of this article; this section is intended as a clear guide for juveniles, their parents, and law enforcement officials:

- (1) When the juvenile is accompanied by his parent, legal guardian or authorized adult supervisor.
- (2) When exercising First Amendment rights protected by United States Constitution, such as free exercise of religion, freedom of speech and the rights of assembly, it shall be deemed a bona fide exercise of such rights if the assembly, whether parade or demonstration, has been permitted by the city or other bona fide religious, social or school activities involving the right to assemble.
- (3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian or supervisory adult including travel to and from such location by a direct route.
- (4) When the juvenile is on the sidewalks at the place where such juvenile resides, or on the sidewalk of either next-door neighbor, when said neighbors do not object to such presence.
- (5) When the juvenile is engaged in employment activities, such as but not restricted to, newspaper delivery.

(6) All of the above cited exceptions to the curfew ordinance include travel to and from such activity by a direct route, and this article is in no way to be construed as limitation upon normal travel by a juvenile engaged in interstate movement.

(7) Each of the foregoing exceptions are severable and in addition, other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of students, school personnel, citizens, neighborhood spokesman, parents, officers and persons in authority concerned positively with minors as well as juvenile delinquency.

Sec. 8.504 Parental Responsibility

It shall be unlawful for a parent knowingly to permit or by insufficient control to allow a juvenile in his or her care to be or remain in any public place, or to be or remain in any establishment other than for excepted activities during the curfew hours established by this article. The term “knowingly” includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a juvenile in such parent's custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of a juvenile's whereabouts during the hours of curfew established by this article. The purpose of this section is to require neglectful or careless parents to meet the community standard of parental responsibility.

Sec. 8.505 Establishment Owner's Responsibility

It shall be unlawful for the owner or operator of a business establishment to allow a juvenile to remain upon such business premises during the hours of curfew established in this article beyond the time necessary to conduct an excepted activity. It shall be no defense to this section that the juvenile made a purchase, if the juvenile did not immediately make such purchase upon arrival and depart immediately thereafter. It shall be a defense to prosecution under this section that the owner or operator of such business establishment has promptly notified the police department that juveniles present on the premises after hours have refused to depart.

Sec. 8.506 Enforcement Procedures

(a) A law enforcement officer, upon finding or having his or her attention called to any juvenile in or on a public place or in or on the premises of a business establishment in a prima-facie violation of this article, may take the juvenile into custody. Such juvenile may be transported to the police department. Upon arrival at the police department, a legal guardian, or other responsible adult shall be immediately notified to pick up such juvenile. An officer taking a juvenile into custody shall also have discretion to release such juvenile to a parent, legal guardian, or other responsible adult under circumstances deemed appropriate by the officer. An officer may also issue a warning notice to the juvenile in accordance with Section 52.01 of the Texas Family Code and order such juvenile to go directly and promptly to his or her home. Delinquent conduct or conduct indicating a need for supervision under Section 51.03 and 52.01 of the Texas Family Code shall be handled in accordance with applicable provisions of the family code.

(b) Upon picking up a juvenile in custody, said parent, legal guardian or other responsible adult may be questioned about the circumstance of the juvenile's activities. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, impartial and uniform environment and recording, thus making available experienced supervisory personnel, the best of facilities, and if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, an officer on the street may use his or her best judgment in determining age. Procedures shall be constantly refined in the light of experience, and changes herein may be made on the basis of such experience.

(c) In any event, an officer shall within twenty-four (24) hours file a written report on the juvenile incident or shall participate to the extent possible in the preparation and filing of such a report by his supervisor.

(d) When a parent, legal guardian or other responsible adult has come to take charge of a juvenile and the appropriate information has been received, the juvenile shall be released to the custody of the parent, legal guardian or other responsible adult. If a parent, legal guardian or other responsible adult cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to appropriated authorities. However, the police department shall have the discretion to refuse a juvenile to an adult other than the parent or legal guardian of the juvenile.

(e) A juvenile may not be held at the police department for more than six (6) hours; during such time the following procedures shall be observed:

(1) The office must be an unlocked, multipurpose area that is not designated, set aside, or used as a secure detention area of part of a secure detention area;

(2) The juvenile may not be secured physically to a cuffing rail, chair, desk, or stationary object;

(3) The juvenile may not be held longer than necessary to accomplish the purposes of identification, investigation, processing, release to parent, guardian or custodian, and arrangement of transportation to school or court; and

(4) The office may not be designated or intended for residential purposes.



Sec. 8.507 Penalties

Prevailing community standards as reflected by this article require that availability of criminal penalties in order for this article to be a viable instrument for the maintenance of such standards. Consequently, violation of this article by a juvenile, parent or business establishment owner or operator shall be deemed to be a misdemeanor punishable by a fine in accordance with the general penalty provision set forth in [Section 1.109](#) of this code. Each day any violation continues constitutes a separate offense.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2022-19 Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2021 and Ending September 30, 2022; General Fund: Moving Funds from Non Departmental to Main Street for \$13,047 in Expenses

DATE: October 13, 2022

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

On September 9, 2021, the City Council of the City of Gonzales Approved the Operating Budget for the Fiscal Year Beginning October 1, 2021 and ending September 30, 2022. At the adoption of the budget, the Main Street Manager had the salary and personnel expenses split between the general fund and hotel/motel fund. This was due to the City electing to combine the Main Street Manager and Tourism Director in one position. In March of 2022, the City hired a Main Street Manager that would be strictly paid out of the General Fund and no longer combined with the Tourism Director position. Staff is asking for budget amendment to reflect that position no longer being combined or partially paid out of the hotel/motel fund. Staff would like to move funds from the non-department engineering account to cover the personnel expenses of the Main Street Manager.

Engineering	100-7-104.423	-\$13,047.00
Salaries - Main Street	100-7-105.101	\$10,875.00
F.I.C.A.	100-7-105.110	\$ 686.00
Retirement TMRS	100-7-105.112	\$ 1,011.00
Medical Insurance	100-7-105.114	\$ 465.00
Life Insurance	100-7-105.116	\$ 10.00

POLICY CONSIDERATIONS:

Approval of these budget amendments is consistent with current policy.

FISCAL IMPACT:

This Ordinance will amend the budget.

ATTACHMENTS:

Exhibit "A"

STAFF RECOMMENDATION:

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

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, APPROVING A BUDGET AMENDMENT TO THE OPERATING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 FOR GENERAL FUND: MOVING FUNDS FROM NON DEPARTMENTAL TO MAIN STREET DEPARTMENT FOR \$13,047 IN EXPENSES; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual operating budget for the fiscal year October 1, 2021 through September 30, 2022, was approved and adopted by the City Council on September 9, 2021; and,

WHEREAS, amendments to said budget have been requested as itemized in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, said full and final consideration of said budget amendments have been held in a legally posted public meeting of the City Council, and it is the consensus of opinion that the budget amendments as submitted, should be approved and adopted.

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 amends the budget for the 2021-22 fiscal year as set forth in the Attached "Exhibit A", which is fully incorporated herein by reference.

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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

On September 9, 2021, the City Council of the City of Gonzales Approved the Operating Budget for the Fiscal Year Beginning October 1, 2021 and ending September 30, 2022. At the adoption of the budget, the Main Street Manager had the salary and personnel expenses split between the general fund and hotel/motel fund. This was due to the City electing to combine the Main Street Manager and Tourism Director in one position. In March of 2022, the City hired a Main Street Manager that would be strictly paid out of the General Fund and no longer combined with the Tourism Director position. Staff is asking for budget amendment to reflect that position no longer being combined or partially paid out of the hotel/motel fund. Staff would like to move funds from the non-department engineering account to cover the personnel expenses of the Main Street Manager.

Engineering	100-7-104.423	-\$13,047.00
Salaries - Main Street	100-7-105.101	\$10,875.00
F.I.C.A.	100-7-105.110	\$ 686.00
Retirement TMRS	100-7-105.112	\$ 1,011.00
Medical Insurance	100-7-105.114	\$ 465.00
Life Insurance	100-7-105.116	\$ 10.00

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2022-20 Amending Article 9.300 Boards, Commissions and Committees; Section 9.303 Gonzales Convention and Visitor Bureau (c) Membership reducing the number of board members from 9 to 7 and (d) Term to remove the month of appointment

DATE: October 13, 2022

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City Council of the City of Gonzales adopted Chapter 9 of the Code of Ordinances in December 2019. Staff would like to amend Section 9.303 Gonzales Convention and Visitor Bureau (c) Membership reducing the number of board members from 9 to 7 due to the majority of the responsibilities being moved to the Chamber of Commerce for Tourism related activities and (d) Term to remove the month of appointment since it currently has the month of April included and the City Council typically appoints the boards in September of each year. This will allow flexibility regarding the timing of appointments.

POLICY CONSIDERATIONS:

Approving this ordinance will readopt the curfew ordinance and ensure compliance with statute.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this ordinance.

ORDINANCE NO. 2022-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES AMENDING ARTICLE 9.300 BOARDS, COMMISSIONS AND COMMITTEES; SECTION 9.303 GONZALES CONVENTION AND VISITOR BUREAU (C) MEMBERSHIP REDUCING THE NUMBER OF BOARD MEMBERS FROM 9 TO 7 AND (D) TERM TO REMOVE THE MONTH OF APPOINTMENT; REPEALING ALL ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council adopted Chapter 9 of the Code of Ordinances in December of 2019 to create a summary of all of the boards and commissions and details regarding appointment; and

WHEREAS, after further review city staff recommends to amend Section 9.303 (c) reducing the number of board members from 9 to 7 due to majority of the responsibilities are now to be done by the Chamber of Commerce and (d) removing the month of appointment since the City Council typically appoints boards and commissions in September of each year ; and

WHEREAS, the City Council has determined that it is in the best interest and welfare of the City to amend Sections 9.303 Gonzales Convention and Visitor Bureau (c) Membership reducing the number of board members from 9 to 7 and (d) Term to remove the month of appointment.

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 Amending Article 9.300 Boards, Commissions and Committees; Section 9.303 Gonzales Convention and Visitor Bureau (c) Membership reducing the number of board members from 9 to 7 and (d) Term to remove the month of appointment as set forth in the attached "Exhibit A".

Section 2. 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 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 City Council.

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 13th day of October, 2022.

Mayor, S.H. Sucher

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

§ 9.303. Gonzales Convention and Visitor Bureau.

(a) Purpose. The Gonzales Convention and Visitor Bureau was developed to assist the city by encouraging and fostering tourism within our community. The CVB advises and gives recommendations to the city regarding tourism programs that shall be funded by the revenues received from the hotel-motel tax.

(b) Duties. Duties shall consist of advising and providing recommendations to the mayor and city council with regard to tourism matters, shall develop for recommendation to the city council, and then annually review and propose needed or desired changes to a tourism plan.

(c) Membership. The membership of the Gonzales Convention and Visitor Bureau shall consist of ~~nine (9)~~ **seven (7)** members, appointed by the city council.

(d) Term. All members of the committee shall be appointed to a position for a term of two (2) year staggering terms (or for fulfillment of an unexpired term), ~~commencing in April of the specified years.~~

(e) Quorum. A majority of the advisory board shall constitute a quorum for the transaction of business.



CITY OF GONZALES FINANCIALS

FINANCIAL REPORTS FOR FUNDS AS OF 09/30/2022

CASH & INVESTMENT BY FUND AS OF 09/30/2022

There are some journal entries that haven't been entered for September because statements haven't been received yet.

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 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	178,837.86	2,998,472.70	111.37	0.00	(306,007.70)
402-FRANCHISE REVENUE	1,874,687.00	12,010.57	1,761,108.45	93.94	0.00	113,578.55
403-LICENSE/FEE/PERMITS	81,850.00	9,263.98	94,999.42	116.07	0.00	(13,149.42)
404-PARKS FEES REVENUE	301,485.00	13,742.23	305,449.92	101.32	0.00	(3,964.92)
405-MUNICIPAL COURT REVEN	46,115.00	(2,026.48)	51,342.07	111.33	0.00	(5,227.07)
406-MISCELLANEOUS REVENUE	2,588,050.00	23,006.45	2,520,791.89	97.40	0.00	67,258.11
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	12,000.00	482.07	24,673.72	205.61	0.00	(12,673.72)
409-OTHER FINANCING REVEN	1,595,670.96	935,626.23	1,155,345.21	72.40	0.00	440,325.75
410-TRANSFERS	2,857,618.00	0.00	2,583,244.43	90.40	0.00	274,373.57
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*** TOTAL REVENUES ***	12,049,940.96	1,170,942.91	11,495,427.81	95.40	0.00	554,513.15
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	91,616.00	7,402.22	79,786.77	87.09	0.00	11,829.23
102-CITY MANAGER DEPART	175,509.00	18,133.43	168,520.65	96.02	0.00	6,988.35
103-COMMUNITY DEVELOPMENT	277,201.00	13,283.39	206,058.81	74.34	0.00	71,142.19
104-NON-DEPARTMENTAL	2,831,826.00	32,397.42	2,483,383.10	87.70	0.00	348,442.90
105-MAIN STREET DEPARTMEN	74,531.00	9,733.08	81,730.04	109.66	0.00	(7,199.04)
106-ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
107-BUILDING MAINTENANCE	273,228.00	25,016.62	252,238.91	92.32	0.00	20,989.09
108-CITY SECRETARY DEP	138,211.00	11,355.03	122,028.31	88.29	0.00	16,182.69
109-FINANCE DEPARTMENT	325,964.00	23,931.05	327,553.98	100.49	0.00	(1,589.98)
110-HOTEL/MOTEL	0.00	0.00	0.00	0.00	0.00	0.00
201-PARKS DEPARTMENT	652,403.00	48,386.48	625,180.12	96.00	1,120.01	26,102.87
202-SWIMMING POOL DEPARTM	29,849.00	10.58	25,517.79	85.49	0.00	4,331.21
204-RECREATION DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
206-INDEPENDENCE GOLF CO	306,194.00	22,686.74	271,342.54	88.94	990.00	33,861.46
301-FIRE DEPARTMENT	1,506,743.00	115,840.35	1,360,699.57	94.81	67,881.96	78,161.47
501-POLICE DEPARTMENT	2,812,015.56	253,622.45	2,655,909.25	97.90	97,136.00	58,970.31
504-ANIMAL CONTROL DEPART	163,090.00	11,886.52	147,271.22	90.30	0.00	15,818.78
550-MUNICIPAL COURT DEPT.	113,156.00	8,249.83	105,013.53	92.80	0.00	8,142.47
602-AIRPORT DEPARTMENT	133,495.00	6,951.91	123,791.30	93.47	990.00	8,713.70
603-STREETS DEPARTMENT	2,100,990.00	129,556.29	888,323.56	42.30	297.82	1,212,368.62
650-LIBRARY DEPARTMENT	291,833.00	23,903.16	280,294.32	96.05	0.00	11,538.68
660-MUSEUM DEPARTMENT	283,778.38	19,405.65	247,551.95	87.23	0.00	36,226.43
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	12,581,632.94	781,752.20	10,452,195.72	84.41	168,415.79	1,961,021.43
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(531,691.98)	389,190.71	1,043,232.09	164.53-	(168,415.79)	(1,406,508.28)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 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	48,295.00	621,688.20	93.54	0.00	42,931.80
406-MISCELLANEOUS REVENUE	0.00	0.00	2,321.15	0.00	0.00	(2,321.15)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	<u>664,620.00</u>	<u>48,295.00</u>	<u>624,009.35</u>	<u>93.89</u>	<u>0.00</u>	<u>40,610.65</u>
EXPENDITURE SUMMARY						
203-JB WELLS PARK	906,861.00	57,000.36	881,022.00	97.15	(0.01)	25,839.01
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	<u>906,861.00</u>	<u>57,000.36</u>	<u>881,022.00</u>	<u>97.15</u>	<u>(0.01)</u>	<u>25,839.01</u>
** REVENUES OVER (UNDER) EXPENDITURES **	<u>(242,241.00)</u>	<u>(8,705.36)</u>	<u>(257,012.65)</u>	<u>106.10</u>	<u>0.01</u>	<u>14,771.64</u>

JB Wells Fund is part of the General Fund.

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

210-ELECTRIC FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	0.00	0.00	0.00	0.00	0.00	0.00
710-ELECTRIC DEPARTMENT	10,357,097.00	984,938.00	10,523,604.57	101.61	0.00	(166,507.57)
750-REVENUE COLLECTION	218,627.00	1,560.10	254,650.97	116.48	0.00	(36,023.97)
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	10,575,724.00	986,498.10	10,778,255.54	101.92	0.00	(202,531.54)
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,753,299.44	65,861.04	9,820,865.90	99.16	842,026.00	90,407.54
750-REVENUE COLLECTIONS	284,578.00	27,634.39	280,725.04	98.65	0.00	3,852.96
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	11,037,877.44	93,495.43	10,101,590.94	99.15	842,026.00	94,260.50
** REVENUES OVER(UNDER) EXPENDITURES **	(462,153.44)	893,002.67	676,664.60	35.78	(842,026.00)	(296,792.04)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 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	243,561.04	2,780,365.52	110.52	0.00	(264,565.52)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	<u>2,515,800.00</u>	<u>243,561.04</u>	<u>2,780,365.52</u>	<u>110.52</u>	<u>0.00</u>	<u>(264,565.52)</u>
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,140,554.00	56,820.46	1,735,943.35	81.45	7,607.96	397,002.69
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	<u>2,140,554.00</u>	<u>56,820.46</u>	<u>1,735,943.35</u>	<u>81.45</u>	<u>7,607.96</u>	<u>397,002.69</u>
** REVENUES OVER(UNDER) EXPENDITURES **	<u>375,246.00</u>	<u>186,740.58</u>	<u>1,044,422.17</u>	<u>276.30</u>	<u>(7,607.96)</u>	<u>(661,568.21)</u>

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 : S E P T E M B E R 3 0 T H , 2 0 2 2

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	112,597.57	1,539,174.90	104.92	0.00	(72,205.90)
731-W/W GRANT PROJECTS	720,917.00	0.00	37,887.19	5.26	0.00	683,029.81
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	<u>2,187,886.00</u>	<u>112,597.57</u>	<u>1,577,062.09</u>	<u>72.08</u>	<u>0.00</u>	<u>610,823.91</u>
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,729,022.00	57,985.30	1,038,756.21	74.08	242,038.00	448,227.79
731-W/W GRANT PROJECTS	1,617,945.00	97,245.65	1,024,461.93	63.32	0.00	593,483.07
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	<u>3,346,967.00</u>	<u>155,230.95</u>	<u>2,063,218.14</u>	<u>68.88</u>	<u>242,038.00</u>	<u>1,041,710.86</u>
** REVENUES OVER(UNDER) EXPENDITURES **	<u>(1,159,081.00)</u>	<u>(42,633.38)</u>	<u>(486,156.05)</u>	<u>62.83</u>	<u>(242,038.00)</u>	<u>(430,886.95)</u>

The Wastewater Collection is \$500,418.69 revenue over expenditures. The Wastewater Grant Projects are showing expenditures over revenue, but that is because some of the reimbursements haven't been received yet.

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2022

240-SOLID WASTE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
740-SOLID WASTE DEPARTMEN	781,200.00	67,303.66	800,573.59	102.48	0.00	(19,373.59)
*** TOTAL REVENUES ***	781,200.00	67,303.66	800,573.59	102.48	0.00	(19,373.59)
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	734,569.00	59,293.00	753,092.51	102.52	0.00	(18,523.51)
*** TOTAL EXPENDITURES ***	734,569.00	59,293.00	753,092.51	102.52	0.00	(18,523.51)
** REVENUES OVER(UNDER) EXPENDITURES **	46,631.00	8,010.66	47,481.08	101.82	0.00	(850.08)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 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	3,007.47	601.49	0.00	(2,507.47)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	500.00	0.00	3,007.47	601.49	0.00	(2,507.47)
	-----	-----	-----	-----	-----	-----
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	239,937.25	109.34	0.00	(20,487.25)
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	318,450.00	0.00	239,937.25	75.35	0.00	78,512.75
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	537,900.00	0.00	479,874.50	89.21	0.00	58,025.50
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(537,400.00)	0.00	(476,867.03)	88.74	0.00	(60,532.97)
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These show more expenditures than revenue because this is using the remaining funds from the 2019 Series Certificate of Obligation where the funds were received in a previous budget.

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 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	1,312,442.48	103.99	0.00	(50,392.48)
*** TOTAL REVENUES ***	1,262,050.00	0.00	1,312,442.48	103.99	0.00	(50,392.48)
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,247,700.00	0.00	1,256,069.99	100.67	0.00	(8,369.99)
*** TOTAL EXPENDITURES ***	1,247,700.00	0.00	1,256,069.99	100.67	0.00	(8,369.99)
** REVENUES OVER(UNDER) EXPENDITURES **	14,350.00	0.00	56,372.49	392.84	0.00	(42,022.49)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 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	24,134.92	571,335.60	188.50	0.00	(268,235.60)
812-MEMORIAL MUSEUM	3,580.00	18.25	2,767.77	77.31	0.00	812.23
813-FORFEITURES	110.00	60.94	3,914.00	558.18	0.00	(3,804.00)
814-MUNICIPAL COURT	1,820.00	234.27	1,930.49	106.07	0.00	(110.49)
815-ROBERT L BROTHERS	380.00	179.91	971.78	255.73	0.00	(591.78)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	308,990.00	24,628.29	580,919.64	188.01	0.00	(271,929.64)
	=====	=====	=====	=====	=====	=====
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	28,449.70	391,067.90	77.83	0.00	111,380.25
812-MEMORIAL MUSEUM	34,000.00	0.00	26,480.72	77.88	0.00	7,519.28
813-FORFEITURES	21,000.00	0.00	3,500.00	16.67	0.00	17,500.00
814-MUNICIPAL COURT	17,500.00	47.65	9,500.65	54.29	0.00	7,999.35
815-ROBERT L BROTHERS	32,200.00	589.26	12,827.00	39.84	0.00	19,373.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	607,148.15	29,086.61	443,376.27	73.03	0.00	163,771.88
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(298,158.15)	(4,458.32)	137,543.37	46.13-	0.00	(435,701.52)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 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	62.68	0.00	0.00	(62.68)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	0.00	0.00	62.68	0.00	0.00	(62.68)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
CAPITAL PROJECTS-GOV	28,075.00	8,819.91	397,482.13	415.79	0.00	(369,407.13)
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	28,075.00	8,819.91	397,482.13	415.79	0.00	(369,407.13)
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	(28,075.00)	(8,819.91)	(397,419.45)	415.56	0.00	369,344.45
	=====	=====	=====	=====	=====	=====

These show more expenditures than revenue because this is using the remaining funds from the 2019 Series Certificate of Obligation where the funds were received in a previous budget.

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 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	84,844.87	1,027,029.43	114.24	0.00	(128,029.43)
*** TOTAL REVENUES ***	899,000.00	84,844.87	1,027,029.43	114.24	0.00	(128,029.43)
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,987,332.00	22,718.24	1,110,941.62	55.90	0.00	876,390.38
*** TOTAL EXPENDITURES ***	1,987,332.00	22,718.24	1,110,941.62	55.90	0.00	876,390.38
** REVENUES OVER(UNDER) EXPENDITURES **	{ 1,088,332.00}	62,126.63	(83,912.19)	7.71	0.00	{ 1,004,419.81}

CASH & INVESTMENTS BY FUND

AS OF: OCTOBER 1ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
100-GENERAL FUND			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	548,771.29	
100 1-001.501	CASH-GENERAL FUND RBFCU	62,479.72	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	109,390.99	

TOTAL CASH		720,642.00	
<u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		225,768.55
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		21,758.90

TOTAL INVESTMENTS			247,527.45
<u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		2,660,736.20
100 1-104.003	TEXPOOL-CLFRF PART II - ARPA		844,930.24

TOTAL POOLED INVESTMENTS			3,505,666.44
		-----	-----
TOTAL 100-GENERAL FUND		720,642.00	3,753,193.89
203-JB WELLS FUND			
=====			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(419,292.13)	

TOTAL CASH		(419,292.13)	
		-----	-----
TOTAL 203-JB WELLS PARK FUND		(419,292.13)	0.00
210-ELECTRIC FUND			
=====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	638,676.53	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	213,035.25	

TOTAL CASH		851,711.78	

CASH & INVESTMENTS BY FUND
AS OF: OCTOBER 1ST, 2022

OCTOBER 1ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
210 1-103.410	CERT OF DEP - SOUTH STAR BANK		282,008.61

TOTAL INVESTMENTS			282,008.61
<u>POOLED INVESTMENTS</u>			
210 1-104.002	TEXPOOL- ELECTRIC FUND		1,992,465.61

TOTAL POOLED INVESTMENTS			1,992,465.61

TOTAL 210-ELECTRIC FUND		851,711.78	2,274,474.22
<hr/>			
220-WATER FUND			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	567,070.98	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	31,834.00	

TOTAL CASH		598,904.98	
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		1,907,886.49
220 1-104.103	CASH - CO SERIES 2019		365,938.54

TOTAL POOLED INVESTMENTS			2,273,825.03

TOTAL 220-WATER FUND		598,904.98	2,273,825.03
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230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	1,946.00	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	2,714.00	

TOTAL CASH		4,660.00	
<u>INVESTMENTS</u>			
230 1-103.411	CERT. OF DEP - SOUTH STAR BANK		283,214.73

TOTAL INVESTMENTS			283,214.73
<u>POOLED INVESTMENTS</u>			
230 1-104.002	TEXPOOL- WASTEWATER FUND		1,202,320.24
230 1-104.003	TEXPOOL-CORONAVIRUS LOCAL FIS		437,644.10
230 1-104.102	CASH - CO SERIES 2019		266,944.65

TOTAL POOLED INVESTMENTS			1,906,908.99

TOTAL 230-WASTEWATER FUND		4,660.00	2,190,123.72

CASH & INVESTMENTS BY FUND

AS OF: OCTOBER 1ST, 2022

OCTOBER 1ST, 2022

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>240-SOLID WASTE</u>			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	112,010.68	

	TOTAL CASH	112,010.68	

	TOTAL 240-SOLID WASTE FUND	112,010.68	0.00
<u>250-DSF PROPRIETARY</u>			
=====			
<u>CASH</u>			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	

	TOTAL CASH	0.00	

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

	TOTAL CASH	0.00	
<u>POOLED INVESTMENTS</u>			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		0.00
300 1-104.102	CASH-CO SERIES 2019 CIP W/W	(238,684.72)	
300 1-104.103	CASH-CO SERIES 2019 CIP WATER	(238,182.31)	
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		0.00

	TOTAL POOLED INVESTMENTS	(476,867.03)	

	TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	(476,867.03)
<u>400-DSF GOVERNMENTAL ACTI</u>			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	275,178.05	

	TOTAL CASH	275,178.05	

	TOTAL 400-DSF GOVERNMENT ACTIVITIES	275,178.05	0.00

To be reimbursed from 220-1-104.103, on previous page
 To be reimbursed from 230-1-104.102, on previous page

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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500-RESTRICTED USE FUNDS

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CASH

500 1-001.000	CASH - CONTROL ACCT	(29,026.92)	For expenses 10/1/22
500 1-001.502	CASH - HOTEL MOTEL TAX	783,872.07	
500 1-001.503	CASH - MUSEUM FUNDS	6,756.81	
500 1-001.504	CASH - FORFEITURES	24,505.47	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	7,638.40	
500 1-001.506	CASH - MUN CRT SECURITY	21,744.45	
500 1-001.507	CASH - MUN CRT TECH	870.98	
500 1-001.508	CASH - SPECIAL EXPENSE	7,440.44	
500 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	70,951.71	

TOTAL CASH	894,753.41	
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TOTAL 500-RESTRICTED USE FUNDS	894,753.41	0.00
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575-CAPITAL PROJECTS-GOV

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CASH

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

POOLED INVESTMENTS

575 1-104.101	CASH-CO SERIES 19 CIP STREET	(2,923.00)
TOTAL POOLED INVESTMENTS	(2,923.00)	
TOTAL 575-CAPITAL PROJECTS-GOV.	0.00	(2,923.00)

700-COMPONENT UNIT

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CASH

700 1-001.000	CASH -CONTROL ACCOUNT	(4,324.87)
700 1-001.101	CASH - ECONOMIC DEV CORP	3,588,694.97
TOTAL CASH	3,584,370.10	
TOTAL 700-GONZALES ECONOMIC DEV	3,584,370.10	0.00

FUND TOTAL OTHER INVESTMENTS	812,750.79
FUND TOTAL POOLED INVESTMENTS	9,199,076.04

TOTAL CASH AND INVESTMENTS	6,622,938.87	10,011,826.83
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*** END OF REPORT ***