

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET  
AGENDA –MAY 11, 2023 6:00 P.M.**

**CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE**

**CITY EVENTS AND ANNOUNCEMENTS**

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

**HEARING OF RESIDENTS**

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

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

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

**OTHER BUSINESS**

- 1.1 Ceremonial Swearing In of Police Officer: Alejandro Silvestre
- 1.2 Main Street Director-Tiffany Hutchinson-Padilla will provide a summary report on the Main Street Now training attended to included information regarding downtown housing opportunities

**ACTION ITEMS**

- 2.1 Discuss, Consider & Possible Action on **Resolution #2023-58** Canvassing the Returns and Officially declaring the results of the May 6, 2023 City of Gonzales Regular Election
- 2.2 Issuance of the Certificate of Election and Swearing in of City of Gonzales  
Council Member District 3: Lorenzo Hernandez  
Council Member District 4: Ronda Miller
- 2.3 Discuss, Consider & Possible Action on **Resolution #2023-59** Acknowledging Receipt and Presentation of the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 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 April 13, 2023 Regular Meeting
- 3.2 Discuss, Consider & Possible Action on **Resolution #2023-53** Approving a Performance Agreement by and Between the GEDC and Irons Properties, LLC.-SECOND READING
- 3.3 Discuss, Consider & Possible Action on **Resolution #2023-60** Authorizing Gonzales Main Street's Use of Texas Heroes Square including the parking lot for the Memorial Service & Lowering of the Flag on May 29, 2023
- 3.4 Discuss, Consider & Possible Action on **Resolution #2023-61** Authorizing Gonzales Main Street's Use of Independence Square including the parking lot and designated street closures for the Juneteenth Celebration Event and Lighted Parade on June 17, 2023
- 3.5 Discuss, Consider & Possible Action on **Resolution #2023-62** Authorizing the Gonzales Junior High permission to close the 400 Block of Smith and Moore Street to allow safe passage for their students for the Gonzales Junior High Field Day on May 23, 2023
- 3.6 Discuss, Consider & Possible Action on **Resolution #2023-63** Ratifying the Work Scope Change Order #1 for the revision of plans and bid documents for the St. Lawrence Street Project in the amount of \$10,000.00
- 3.7 Discuss, Consider & Possible Action on **Resolution #2023-64** Authorizing the City Manager to execute a Pole Attachment Agreement with Guadalupe Valley Electric Cooperative, Inc.

## RESOLUTIONS

- 4.1 Discuss, Consider & Possible Action on **Resolution #2023-65** Accepting the Proposals and Awarding the Contract for the 2022 Street Improvement Projects to Central Texas Site Prep, LLC.
- 4.2 Discuss, Consider & Possible Action on **Resolution #2023-66** Approving the Event; Application for funding to the Come & Take It Committee in the amount of \$25,000.00 in funding and Authorizing the City Manager to Negotiate and Execute an Agreement with Gonzales Chamber of Commerce for Funding the In-Kind contributions from the City of Gonzales for the Come and Take It Celebration on October 6, 7, 8, 2023

## STAFF/BOARD REPORTS

- 5.1 Finance Director will provide feedback on any questions regarding:
  - Financial Reports for funds as of April 30, 2023
  - Cash & Investment by Fund as of March 31, 2023
  - Quarterly Investment Report Ending March 31, 2023

5.2 City Manager, Tim Crow will update the City Council on the following:

- Timeline on Capital Improvement and Departmental Projects
  - Recently Completed Projects
  - Projects Currently in Process
  - Upcoming Projects

### **CLOSED SESSION**

6.1 (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) Unopened portion of King Street
- B) Consider an offer to sell a portion of an unopened City Street

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

- A) GEDC 3 Acres

### **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

### **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 May 11, 2023, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 8<sup>th</sup> day of May, 2023 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

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Kristina Vega, City Secretary

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

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2023-58 Canvassing the Returns and Officially Declaring the Results of the May 6, 2023 City of Gonzales General Election

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

Election Code Section 67.003 states that each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the eleventh day after Election Day and not earlier than the third day after Election Day.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.



## **RESOLUTION NO. 2023-58**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS CANVASSING THE RETURNS AND OFFICIALLY DECLARING THE RESULTS OF THE MAY 6, 2023 CITY OF GONZALES GENERAL ELECTION; AND DECLARING AN EFFECTIVE DATE.**

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

**WHEREAS**, on May 6, 2023 the said election was duly and legally held in conformity with the election laws of the state of Texas, and

**WHEREAS**, the City Council of the City of Gonzales, Texas canvassed the election returns on May 11, 2023 and hereby declare the result of such general election for the purpose of electing Mayor for the City of Gonzales.

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

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

Section 2. A total of ballots cast for the general election during early voting were 76 by personal appearance, 1 mail ballot, and 36 votes were cast on Election Day. Total number of votes cast in this election was 113.

Section 3. The City Council of the City of Gonzales, Texas hereby finds that the results of the general election to for the purpose of electing Council Member District 3 for the city of Gonzales as set forth below reflect the reported votes, and the canvass of votes is hereby approved.

<b>CANDIDATE</b>	<b>Early Voting</b>	<b>Absentee</b>	<b>Election Day</b>	<b>TOTAL VOTES</b>
Lorenzo Hernandez	50	1	28	79
Douglas Durham	26	0	8	34
Total Votes Counted	76	1	36	113

Section 4. The City Council of the City of Gonzales, Texas hereby declares Lorenzo Hernandez elected to the office of Council Member District 3.

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 11<sup>th</sup> day of May, 2023.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2023-59 Acknowledging Receipt and Presentation of the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2022

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The City's Auditor ABIP, PC. has completed the annual audit for the fiscal year ending September 30, 2022. The Annual Comprehensive Financial Report is presented to Council after the completion of the audit of all City of Gonzales funds.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

Staff recommends approval of receipt and completion of Financial Audit of Records

## **RESOLUTION 2023-59**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACKNOWLEDGING RECEIPT AND PRESENTATION OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Texas Local Government Code Section 103.001 states that a municipality shall have its records audited annually and shall have an annual financial statement prepared based on the audit; and,

**WHEREAS**, the City's Auditor ABIP, PC, has completed the annual audit for the fiscal year ending September 30, 2022; and,

**WHEREAS**, the Annual Comprehensive Financial Report is presented to Council after the completion of audit of all City of Gonzales funds; and,

**WHEREAS**, the annual financial statement including the auditor's opinion on the statement, shall be filed in the office of the municipal secretary or clerk within 180 days after the last day of the municipality's fiscal year; and,

**WHEREAS**, the City Council hereby acknowledges receipt of the annual comprehensive financial report for fiscal year ending September 30, 2022.

### **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 acknowledges the receipt and presentation of the annual comprehensive financial report for fiscal year ending September 30, 2022.

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

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

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

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

**PASSED AND APPROVED this 11<sup>th</sup> day of May, 2023.**

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Mayor S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
MINUTES –APRIL 13, 2023**

The regular meeting of the City Council was held on **April 13, 2023**, at 6:00 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at the Gonzales Municipal Building, giving notice of time, date, place, and agenda thereof. The meeting notice, agenda and agenda packet were posted online at [www.gonzales.texas.gov](http://www.gonzales.texas.gov).

**CALL TO ORDER, INVOCATION AND PLEDGE**

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

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
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:**

Kristina Vega-City Secretary, Laura Zella-Finance Director, Amanda Garza-JB Wells Park Arena Operations Manager & Tammy West-Police Lt., Gayle Autry-Interim Police Chief.

**CITY EVENTS AND ANNOUNCEMENTS**

- Announcements of upcoming City Events- Master Gardener’s Plant Sale, Golden Crescent Regional Planning Commission Meeting, Pilot Club 50 Year Anniversary, regional Air Stream group at JB Wells Park
- Announcements and recognitions by the City Manager-none
- Announcements and recognitions by the Mayor- Mayor Sucher acknowledged volunteer Members of the community for jobs well done.
- Recognitions of actions by community volunteers-None

**HEARING OF RESIDENTS**

None

**PROCLAMATION**

- 1.1 Mayor Sucher presented a proclamation for National Sexual Assault Awareness and Prevention Month
- 1.2 Mayor Sucher presented a proclamation for Fair Housing Month

**PRESENTATION**

Chamber of Commerce Director, Melissa Henderson provided the Quarterly Report for the Chamber of Commerce and Visitor Center as required by Chapter 351 of the Texas Tax Code.

## CONSENT AGENDA ITEM

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 Item unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

- 2.1 **Minutes** - Approval of the minutes for the March 9, 2023 Regular Meeting
- 2.2 Discuss, Consider & Possible Action on **Resolution #2023-48** Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales
- 2.3 Discuss, Consider & Possible Action on **Resolution #2023-49** Authorizing Sacred Heart Church Use of City Property and Designated Street Closures for the Sacred Heart Church Festival on June 3, 2023
- 2.4 Discuss, Consider & Possible Action on **Resolution #2023-50** Authorizing Gonzales Noon Lions Club the Use of City Property and Designated Street Closures for Dog Extravaganza Event on April 30, 2023
- 2.5 Discuss, Consider & Possible Action on **Resolution #2023-51** Authorizing Morgan Farrar Scholarship Foundation Use of Independence Park to include the temporary closure of the park for the Morgan Farrar Scholarship Run on April 22, 2023
- 2.6 Discuss, Consider & Possible Action on **Resolution #2023-52** Authorizing Divine Restoration Apostolic Ministries' use of Texas Heroes Square including the Parking Lot for a Car Wash Fundraiser Event on May 13, 2023
- 2.7 Discuss, Consider & Possible Action on **Resolution #2023-53** Approving a Performance Agreement by and Between the GEDC and Irons Properties, LLC.

### **ACTION: Items 2.1 through 2.7**

**APPROVED**

Council Member Koepp moved to approve the consent agenda Item 2.1 through 2.7. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

## RESOLUTIONS

- 3.1 Discuss, Consider & Possible Action on **Resolution #2023-54** Authorizing the City Manager to Execute an Agreement with Texas Youth Rodeo Association (TYRA)

### **ACTION: Item 3.1**

**APPROVED**

Council Member Miller moved to approve **Resolution #2023-54** Authorizing the City Manager to Execute an Agreement with Texas Youth Rodeo Association (TYRA). Council Member Koepp seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.2 Discuss, Consider & Possible Action on **Resolution #2023-55** Authorizing the City Manager to Execute a Second Amendment to the 1835 Village Development Agreement with APT AvalonPark Texas, L.P.

**ACTION: Item 3.2**

**APPROVED**

Council Member O’Neal moved to approve **Resolution #2023-55** Authorizing the City Manager to Execute a Second Amendment to the 1835 Village Development Agreement with APT AvalonPark Texas, L.P. Council Member Kridler seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.3 Discuss, Consider & Possible Action on **Resolution #2023-56** Authorizing the Appointments to the Gonzales Beautification & Design Board

**ACTION: Item 3.3**

**APPROVED**

Council Member Kridler moved to approve **Resolution #2023-56** Authorizing the Appointments of Jessica McKinney, Connie Dolezal, Deanne Novosad, Pat Anders-Ryan and Dee Senglemann to the Gonzales Beautification & Design Board. Council Member O’Neal seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 3.4 Discuss, Consider & Possible Action on **Resolution #2023-57** Approving Changes to the Job Descriptions and Current Position Classifications for Fiscal Year 2022-2023 for the following: Swimming Pool Manager, JB Wells Park Arena Operations Manager and Solid Waste, Street, Water, Wastewater Departments

**ACTION: Item 3.4**

**APPROVED**

Council Member Miller moved to approve **Resolution #2023-57** Approving Changes to the Job Descriptions and Current Position Classifications for Fiscal Year 2022-2023 for the following: Swimming Pool Manager, JB Wells Park Arena Operations Manager and Solid Waste, Street, Water, Wastewater Departments. Council Member O’Neal seconded the motion. Mayor Sucher called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

**STAFF/BOARD REPORTS**

- 4.1 Finance Director Zella provided the Financial Reports for funds as of March 31, 2023

No questions were asked regarding the report.

- 4.2 City Manager, Tim Crow provided a brief update the City Council on the following:
- Timeline on Capital Improvement Projects and Departmental Projects
    - Recently Completed Projects
    - Projects Currently in Process
    - Upcoming Projects



**CONVENE INTO CLOSED SESSION:**

The Council convened into closed session at 6:47 p.m.

**CLOSED SESSION**

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

A) Chief of Police Appointment

**RETURN TO OPEN SESSION**

The Council convened into open session at 7:02 p.m.

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 accept the recommendation of City Manager Crow for appointment of Gayle Autry as Chief of Police for the City of Gonzales. Council member Koepp 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 Council Members for Item on a future City Council agenda
- Announcements by Mayor and Council Members
- 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 Miller, the meeting was adjourned at 7:05 p.m.

Approved this 11<sup>th</sup> day of May, 2023.

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Mayor, S.H. Sucher

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Kristina Vega, City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution 2023-53 Approving a Performance Agreement by and Between the GEDC and Irons Properties, LLC.-SECOND READING

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution.

### **BACKGROUND:**

At its February 27, 2023, meeting, the GEDC Board unanimously approved funding the Irons Properties, LLC in the amount of \$104,000 for a project located at 305 St George St. The scope of work includes a new roof, new plumbing, electrical, and HVAC systems as well as relocating the electric meters to the rear of the building, ADA accessible entrances and bathrooms, all new drywall and paint, updated façade with refurbished doors, windows, and a canopy.

At its March 27, 2023, meeting, the GEDC Board unanimously approved the draft Performance Agreement by and between the GEDC and Irons Properties, LLC.

Upon the completion of this project there will be four (4) 1,000-1,350 square foot retail spaces that have their own entrance and exits with parking in the rear. Each retail space will also have ADA accessible entrances and bathrooms. The estimated project cost upon completion is \$500,000.00.

City Council approved the project on April 13, 2023, however, as per state law a second reading of the resolution is required prior to funding.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

The GEDC has funds available in the Business Incentive Grant Program 7-700.718 of the 2022-23 FY budget.

**ATTACHMENTS:**

Performance Agreement

**STAFF RECOMMENDATIONS:**

Staff respectfully recommends the City Council approve the Performance Agreement by and between GEDC and Irons Properties, LLC.

## **RESOLUTION NO. 2023-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE PERFORMANCE AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND IRONS PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, REGARDING IMPROVEMENTS TO PROPERTY GENERALLY LOCATED AT 305 ST GEORGE ST, CITY OF 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**, Sections 505.158 (b) of the Texas Local Government Code, 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, desires to approve a Performance Agreement by and between the Gonzales Economic Development Corporation and Irons Properties, LLC, a Texas limited liability company, concerning improvements to property generally located at 305 St George St, City of Gonzales, Texas, a copy of which is attached hereto as Exhibit A and is incorporated herein for all purposes (hereinafter referred to as the “Agreement”).

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

Section 1. The City Council of the City of Gonzales, Texas, does hereby authorize and approve the Amendment to Agreement attached hereto as Exhibit A, and authorizes the Mayor to execute this Resolution.

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 judgement of 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 on FIRST READING this 13<sup>th</sup> day of April, 2023.**

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Mayor, S. H. Sucher

ATTEST:

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Kristina Vega, City Secretary

**PASSED AND APPROVED on SECOND READING this 11<sup>th</sup> day of May, 2023.**

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Mayor, S. H. Sucher

ATTEST:

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Kristina Vega, City Secretary

## 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 **IRONS PROPERTIES, LLC**, a Texas limited liability company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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

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

**WHEREAS**, Developer has applied to GEDC for financial assistance necessary to operate a retail development generally located at 305 to 311 St. George Street, Gonzales, Texas (hereinafter referred to as the “Property”); and

**WHEREAS**, the GEDC’s Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in 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; and

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

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

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

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

#### **SECTION 2. TERM.**

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

#### **SECTION 3. DEFINITIONS.**

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Irons Properties, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 1605 Saint Vincent, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

- (g) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (h) **Property.** The word “Property” means 305 to 311 St. George Street, Gonzales, Texas 78629.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or improvement to the building located on the Property, consisting of the following: a new roof, new plumbing, electrical, HVAC systems, relocating electric utilities to the back of the property, finish out of four (4) retail spaces with all new drywall, paint, and updating the façade of the building; and those expenses which meet the definition of “project” as that term is defined in Section 501.103 and 505.158 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act. Each of the four (4) retail spaces will be a minimum of 1,000 square feet and have its own entrance and exits with parking in the rear.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

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

- (a) **Reimbursement for Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures by **July 1, 2023**. Developer covenants and agrees to complete shell of the building located on the Property, and one of the four minimum 1,000 square feet of space by **July 1, 2024**. Further, Developer covenants and agrees to complete the construction of the Qualified Expenditures by **July 1, 2025**. Developer covenants and agrees to submit to the GEDC paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures made to the Property in a form acceptable to the GEDC prior to any reimbursement. Developer covenants and agrees to provide to the GEDC said invoices, receipts, or other documentation in the minimum amount of **Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00)** by **July 1, 2025**.
- (b) **Operate Retail Facility.** Developer covenants and agrees by **July 1, 2024**, and during the Term of this Agreement to maintain and operate or cause to maintain and operated a minimum of 1,000 square feet retail facility located on the Property. In addition, Developer covenants and agrees by **July 1, 2025**, and during the Term of this Agreement to maintain and operate or cause to maintain and operated a minimum of 4,000 square feet retail facility located on the Property.



- (c) **Job Creation and Retention.** Developer covenants and agrees by **September 30, 2025**, and during the Term of this Agreement, the Developer shall employ and maintain or cause to be employed and maintained a minimum of four (4) Full-Time Employment Equivalent Position working at the Property. Developer covenants and agrees to provide GEDC leases from the tenants who locate on the Property during the Term of this Agreement.
- (d) **Performance Conditions.** Developer agrees to make, execute and deliver to GEDC such other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence this Agreement.
- (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 between Developer and GEDC.

## **SECTION 5. AFFIRMATIVE COVENANTS OF GEDC.**

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

- (a) **Financial Assistance for Qualified Expenditures.** GEDC covenants and agrees to provide to Developer pursuant to this Agreement an aggregate total financial assistance in the amount not to exceed **One Hundred Four Thousand and No/100 Dollars (\$104,000.00)** as follows:
  - (1) **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)** within thirty (30) days of the Effective Date of this Agreement;
  - (2) **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)** within ninety (90) days of the Effective Date of this Agreement and upon receipt of paid invoices, paid receipts or other paid documentation of Qualified Expenditures made to the Property in a minimum amount of **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)**;
  - (3) **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)** within 150 days of the Effective Date of this Agreement and upon receipt of paid invoices, paid receipts or other paid documentation of Qualified Expenditures made to the Property in a minimum amount of **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)**; and
  - (4) **Twenty-Six Thousand and No/100 Dollars (\$26,000.00)** within 210 days of the Effective Date of this Agreement and upon receipt of paid invoices, paid receipts or other paid documentation of Qualified Expenditures made to the Property in a

minimum amount of **Twenty-Six Thousand and No/100 Dollars (\$26,000.00).**

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

## **SECTION 6. CESSATION OF ADVANCES.**

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

## **SECTION 7. EVENTS OF DEFAULT.**

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

- (a) **General Event of Default.** Failure of Developer or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or GEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and GEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to GEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Gonzales, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from GEDC and/or Gonzales County Central Appraisal District is an Event of Default.

## **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall

have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the GEDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to the GEDC as follows:

- (a) Event of Default occurs between the Effective Date of this Agreement and **September 30, 2025**, Developer shall repay immediately to the GEDC **One Hundred Four Thousand and No/100 Dollars (\$104,000.00)**;
- (b) Event of Default occurs between **October 1, 2025** and **September 30, 2026**, Developer shall repay immediately to the GEDC **Sixty-Eight Thousand Six Hundred Forty and No/100 Dollars (\$68,640.00)**; and
- (c) Event of Default occurs between **October 1, 2026** and **September 30, 2027** (the end of the Term), Developer shall repay immediately to the GEDC **Thirty-Four Thousand Three Hundred Twenty and No/100 Dollars (\$34,320.00)**.

## **SECTION 9. INDEMNIFICATION.**

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

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

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

accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gonzales County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Gonzales County, Texas.

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

if to GEDC:	Gonzales Economic Development Corporation 820 Saint Joseph Street Gonzales, Texas 78629 Attn: Executive Director Telephone: (830) 672-2815 ext. 1600
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if to Developer:	Irons Properties, LLC 1605 Saint Vincent Gonzales, Texas 78629 Attn: Roy and Brie Irons Telephone: (830) 203-8759
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- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so

modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

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

**[The Remainder of this Page Intentionally Left Blank]**

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

**GEDC:**

***GONZALES ECONOMIC DEVELOPMENT CORPORATION,***

a Texas non-profit corporation

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

Ken Morrow, President

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

**DEVELOPER:**

***IRONS PROPERTIES, LLC,***

a Texas limited liability company

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

Roy Irons

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

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

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2023-60 Authorizing Gonzales Main Street's Use of Texas Heroes Square including the Parking Lot, on May 29, 2023 from 6:30 AM to 9:00 AM.

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

Gonzales Main Street, Inc. wishes to Memorialize those that paid the ultimate sacrifice in war, by holding a small Memorial Service to read their names and lowering our flag that flies in the Texas Heroes Square.

### **POLICY CONSIDERATIONS:**

The City of Gonzales Main Street Program will be working in collaboration with the Gonzales County Veteran's Association & Gonzales County Veterans Memorial Association to hold a small ceremony for those who paid the ultimate sacrifice in war. A list of all county members that lost their lives will be read and the lowering of the flag will take place.

### **FISCAL IMPACT:**

There will not be any fiscal impact to the City to hold this event.

### **STAFF RECOMMENDATION:**

Staff respectfully requests the approval of this amendment to the approved resolution.

**RESOLUTION NO. 2023-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET USE OF THE TEXAS HEROES SQUARE INCLUDING THE PARKING LOT, FOR THE MEMORIAL SERVICE & LOWERING OF THE FLAG ON MAY 29, 2023 FROM 6:30 AM TO 9:00 AM.**

**WHEREAS**, Gonzales Main Street requests the use of the Texas Heroes Square including the parking lot for the Memorial Service and Lowering of the Flag on May 29<sup>th</sup>, 2023; and

**WHEREAS**, the Texas Heroes Square will be closed beginning at 6:30 A.M. on May 29<sup>th</sup>, 2023 for staging a Memorial Ceremony & Lowering of the Flag on; and

**WHEREAS**, the event will end at 8:30 A.M. on Monday, May 29, 2023 with takedown to be completed by 9:00 A.M.; and

**WHEREAS**, no road closures will take place and there will not be any fiscal impact to the city for this event; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby Authorizing Gonzales Main Street's Use of Texas Heroes Square including the Parking Lot, for the Memorial Service and Lowering of the Flag on May 29, 2023 as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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



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

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





**PASSED AND APPROVED this 11<sup>th</sup> day of May, 2023.**

\_\_\_\_\_  
Mayor, S.H. Sucher

ATTEST:

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

# GONZALES EVENT INFORMATION SHEET

  COME AND TAKE IT	THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT <b>LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY          PROPERTY</b>	  COME AND TAKE IT
EVENT NAME	<u>Memorial Day Service</u>	
HOST ORGANIZATION	<u>Gonzales Main Street, Inc.</u>	
CONTACT NAME	<u>Tiffany Hutchinson-Padilla, Main Street Director</u>	
CONTACT CELL PHONE <small>Type text here</small>	<u></u>	
EVENT DATE	<u>May 29, 2023</u>	
EVENT START TIME <u>7:30 am</u>	EVENT END TIME <u>8:30 am</u>	
EVENT LOCATION	<u>Texas Heroes Square</u>	
HOLIDAY CELEBRATED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	HOLIDAY: <u>Memorial Day</u>
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: <u>May 11, 2023</u>
<b><u>POLICE/FIRE/EMS DEPARTMENT</u></b>		
ATTENDANCE ESTIMATE	<u>150</u>	
MUSIC	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	LIVE <input type="checkbox"/> DJ <u>Will have a PA system set up for reading</u>
FOOD	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
ALCOHOL	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	RESPONSIBLE PARTY <u></u>
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PARADE <input type="checkbox"/> SHOW <input type="checkbox"/>
PUBLIC OR PRIVATE EVENT	<u>Public Event</u>	
SECURITY	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	# OFFICERS NEEDED <u>(Call 672-8686 for costs)</u>
<b><u>ELECTRIC DEPARTMENT</u></b>		
ADDITIONAL LIGHTING	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
NUMBER OF OUTLETS NEEDED	<u></u>	
AMPS/WATTS NEEDED	<u></u>	
TENT	Y <input type="checkbox"/> N <input type="checkbox"/>	SET UP DAY/TIME <u>May 29, 2023 @ 6:30am</u>
TENT SIZE:		TAKE DOWN DAY/TIME <u>May 29, 2023 @ 9:00am</u>
<b><u>STREETS DEPARTMENT</u></b>		
STREETS AFFECTED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
BARRICADES NEEDED (max 12)	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
CONES NEEDED (max 48)	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
STREETS TO BE CLOSED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
	SET UP TIME	<u></u>
	TAKE DOWN TIME	<u></u>
<b><u>COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)</u></b>		
NUMBER OF CHAIRS @ \$0.50 each	<u>Chairs will be provided by Chamber</u>	(max 500)
NO. OF ROUND TABLES @ \$2.00 each		(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each		(max 50)
NUMBER OF TRASH CANS		(max 25)
	SET UP TIME	<u></u>
	TAKE DOWN TIME	<u></u>
FOR INFORMATION CONTACT	<u>Kristina Vega, CITY SECRETARY</u>	
<u>(830) 672-2815- City Hall</u>	<u>citysecretary@gonzales.texas.gov</u>	
<u>(830) 672-2813- Fax</u>		

### 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:

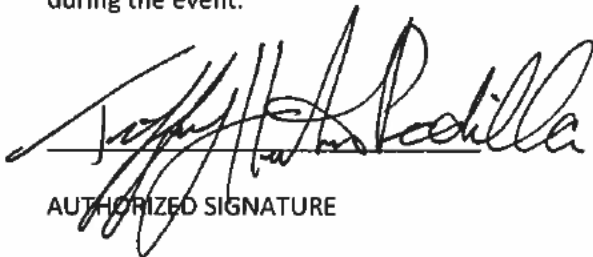
<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

### 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**

Discuss, Consider & Possible Action on Resolution #2023-61 Authorizing Gonzales Main Street's Use of Independence Square including the Parking Lot and Designated Street Closures for the Juneteenth Celebration Event and lighted parade on June 17, 2023

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

Gonzales Main Street Advisory Board is preparing for their Council approved Juneteenth Celebration event to be held in Independence Square on Saturday, June 17, 2023. In addition to the previously approved event, Edwards Association and Main Street would like to add a lighted parade. They are requesting the use of Independence Square including the closure of the parking lot and street closures of St George Street from St. Paul to St. Joseph Street and the closure of St Paul Street from St George to St. Lawrence Street for the main event. They intend to block off half of Independence Square parking lot at 6:30 A.M. and the remainder at 12:00 noon on June 17th, 2023. Street closures will begin at 3:00 P.M. Barricades will be removed by 11:30 P.M. The proposed parade route (attached as exhibit B) will be closed approx. 8:30 P.M. – 10:00 P.M. The event will be held from 5 P.M. until 11 P.M. Times are subject to minor change based on the need and as planning continues. If substantial changes are needed an updated event sheet will be presented to City Council for consideration.

### **POLICY CONSIDERATIONS:**

This is consistent with current procedure for the use of City owned property and permission to close city streets. On March 9, 2023, City Council permitted the consumption of alcohol on public property as authorized by Section 8.602 of the City of Gonzales Code of Ordinances.

### **FISCAL IMPACT:**

The total fiscal impact is unknown at this time, however Gonzales Main Street, Inc. will solicit donations for promotion of the event and to cover costs. The fiscal impact for the City would include the cost for the Street Department staff to move the barricades to the squares where the Main Street Advisory Board will be responsible for placing them at the correct locations for the closures (2 hrs x \$25.00/hr. x 2 employees=\$100.00), the cost for the Parks Department to move and set up stage (1hr @ \$25.00/hr x 2 employees=\$50.00), and the cost for the Electric Department to check the electricity to ensure that the vendors have electricity for their vendor booths (2hrs @ \$35.00/hr.= \$70.00) and PD presence will need to be added to the parade route (2hrs @\$50.00/hr x 4 employees=\$400.00). The approximate in-kind costs to the City would be \$620.00 total.

### **STAFF RECOMMENDATION:**

Staff respectfully requests the approval of this resolution.

**RESOLUTION NO. 2023-61**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET'S USE OF INDEPENDENCE SQUARE INCLUDING THE PARKING LOT AND DESIGNATED STREET CLOSURES FOR THE JUNETEENTH CELEBRATION EVENT & LIGHTED PARADE ON JUNE 17, 2023; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Gonzales Main Street requests the use of the Independence Square including the parking lot for the Juneteenth Celebration Event & Lighted Parade on June 17, 2023; and,

**WHEREAS**, the square will be blocked off at 12:00 P.M. with the event beginning at 5:00 P.M.; and

**WHEREAS**, the event will end at 11:00 P.M. on Saturday with take down to be completed by 11:30 P.M.; and

**WHEREAS**, St. George Street from St. Paul to St. Joseph Street and St Paul Street from St George to St. Lawrence will be blocked off from 3:00 P.M. to 11:00 PM Saturday of the event; and

**WHEREAS**, St. Andrew Street from Fly Street to St. Paul Street and St Paul Street from St Andrew to St. Lawrence will be blocked off from 8:30 P.M. to 10:00 PM Saturday June 17, 2023 for the lighted parade; and

**WHEREAS**, the fiscal impact to the City is an approximate in-kind cost of \$620.00 for the delivery of barricades, stage set up and inspection of electricity on the square prior to the event as well as police presence on the parade route; and

**WHEREAS**, a variance was approved for the consumption of alcoholic beverages on city property by City Council on March 9, 2023; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby Authorizing Gonzales Main Street's Use of Independence Square including the Parking Lot and Designated Street Closures for the Juneteenth Celebration Event & Lighted Parade on June 17, 2023 as stated herein and the previously submitted event form.

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 11<sup>th</sup> day of May, 2023.**

---

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**



<b>EVENT NAME</b>		Juneteenth Celebration & Lighted Parade	
<b>HOST ORGANIZATION</b>		Gonzales Main Street, Inc.	
<b>CONTACT NAME</b>		Tiffany Hutchinson-Padilla, Main Street Director	
<b>CONTACT CELL PHONE</b>		(830) 203-1705	
<b>EVENT DATE</b>		June 17, 2023	
<b>EVENT START TIME</b> 5:00 pm		<b>EVENT END TIME</b> 11:00 pm	
<b>EVENT LOCATION</b>		Independence Square & Parade Route	
<b>HOLIDAY CELEBRATED</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <b>HOLIDAY:</b> Juneteenth	
<b>CITY COUNCIL APPROVAL REQUIRED</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <b>MEETING DATE:</b> March 9, 2023	
<b><u>POLICE/FIRE/EMS DEPARTMENT</u></b>			
<b>ATTENDANCE ESTIMATE</b>		1000	
<b>MUSIC</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <b>LIVE</b> <input checked="" type="checkbox"/> <b>DJ</b> <input checked="" type="checkbox"/>	
<b>FOOD</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/>	
<b>ALCOHOL</b>		Y <input type="checkbox"/> X <input checked="" type="checkbox"/> N <input type="checkbox"/> <b>RESPONSIBLE PARTY</b> TBD	
<b>MOTORIZED VEHICLES</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <b>PARADE</b> Yes <b>SHOW</b>	
<b>PUBLIC OR PRIVATE EVENT</b>		Public	
<b>SECURITY</b>		Y 2-4 <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <b># OFFICERS NEEDED</b> (Call 672-8686 for costs)	
<b><u>ELECTRIC DEPARTMENT</u></b>			
<b>ADDITIONAL LIGHTING</b>		Y <input type="checkbox"/> X <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>NUMBER OF OUTLETS NEEDED</b>		Ensure all outlets work on the Square	
<b>AMPS/WATTS NEEDED</b>		Please test outlets needed for stage and music	
<b>TENT</b> Y <input type="checkbox"/> X <input checked="" type="checkbox"/> N <input type="checkbox"/>		<b>SET UP DAY/TIME</b>	
<b>TENT SIZE:</b>		<b>TAKE DOWN DAY/TIME</b>	
<b><u>STREETS DEPARTMENT</u></b>			
<b>STREETS AFFECTED</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <u>St George from St Paul to St Joseph, St Paul</u>	
<b>BARRICADES NEEDED (max 12)</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <u>from St George to St Lawrence &amp; Parade Route</u>	
<b>CONES NEEDED (max 48)</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <u>Independence Square parking lot.</u>	
<b>STREETS TO BE CLOSED</b>		Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N <input type="checkbox"/> <u>We will need enough barricades to block off streets and cones for closing square</u>	
<b>SET UP TIME</b>		<u>Stage area set up 1-2 days prior to event and removal Monday following event.</u>	
<b>TAKE DOWN TIME</b>		<u>Parking to be closed at 7:00am. Roads closed at 12:00pm. Roads open at 11:00pm</u>	
<b><u>COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)</u></b>			
<b>NUMBER OF CHAIRS @ \$0.50 each</b>		<u>n/a</u> (max 500)	
<b>NO. OF ROUND TABLES @ \$2.00 each</b>		<u>n/a</u> (max 15)	
<b>NO. OF 8 FOOT TABLES @ \$2.00 each</b>		<u>n/a</u> (max 50)	
<b>NUMBER OF TRASH CANS</b>		<u>All Available</u> (max 25)	
<b>SET UP TIME</b>			
<b>TAKE DOWN TIME</b>			
<b>FOR INFORMATION CONTACT</b>		<b>Kristina Vega, CITY SECRETARY</b>	
<b>(830) 672-2815- City Hall</b>		<a href="mailto:citysecretary@gonzales.texas.gov">citysecretary@gonzales.texas.gov</a>	
<b>(830) 672-2813- Fax</b>			

### Insurance

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

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

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

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

The following types and amount of insurance are required:

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

### Indemnity

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

### Notification

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

  
AUTHORIZED SIGNATURE



## **Proposed Lighted Juneteenth Parade**

Date: June 17<sup>th</sup>, 2023

Time: Begin at 9:00pm

Route: Begin at Edwards Museum - 1427 Fly Street

Travel west on St Andrew Street for .75 miles to St Paul Street

Travel south on St Paul Street for .15 miles to St George Street

Travel west on St George Street for .05 miles to enter Independence Square

Proposed route will require the closure of the following intersections:

- 1) St Andrew Street @ Clark Street
- 2) St Andrew Street @ Klein Street
- 3) St Andrew Street @ Hopkins
- 4) St Andrew Street @ Johnson
- 5) St Andrew Street @ Church Street going north
- 6) St Andrew Street @ Church Street going south
- 7) St Andrew Street @ Hoskins
- 8) St Andrew Street @ College Street going north & south
- 9) St Andrew Street @ Hamilton Street going north & south
- 10) St Andrew Street @ St Peter Street going north & south
- 11) St Andrew Street @ St Paul Street going north & south
- 12) St Paul Street @ St Francis Street going east & west







## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2023-62 Authorizing Gonzales Junior High the use of city property and designated street closures for Gonzales Junior High Field Day on May 23, 2023

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

This item is being presented to the council for their approval. The Gonzales Jr. High has requested the closure of the 400 Block of Smith and Moore Street on May 23, 2023 for the safety of their students for their Gonzales Junior High Field Day. The barricades will be placed at the intersections of St. Lawrence and Smith Street and St. Louis and Smith Street, as well as St. Lawrence and Moore Street and St. Louis and Moore Street. The closures will be from 8:00 a.m. until 4:00 p.m.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

The fiscal impact for the City would include the cost for the Street Department staff to move the barricades for the road closures where the event organizer will be responsible for placing them at the correct locations for the closures (1 hr x \$25.00/hr. x 2 employees=\$50.00). The approximate in-kind costs to the City would be \$50.00 total.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

**RESOLUTION NO. 2023-62**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING GONZALES JUNIOR HIGH THE USE OF CITY PROPERTY AND DESIGNATED STREET CLOSURES FOR GONZALES JUNIOR HIGH FIELD DAY ON MAY 23, 2023; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Gonzales Junior High would like the permission to close the 400 block of Smith and 400 block of Moore Street for their Gonzales Junior High Field Day; and

**WHEREAS**, the event will be held from 8:00 a.m. to 4:00 p.m. on May 23, 2023; and

**WHEREAS**, the street closures for the 400 block of Smith and Moore Streets will include barricades to be placed at the intersection of St. Lawrence and Smith Street and St. Louis and Smith Street, and St. Lawrence and Moore Street and St. Louis and Moore Street; and

**WHEREAS**, set up for the event will be 8:00 a.m., with take down at 4:00 p.m. on May 23, 2023; and

**WHEREAS**, the fiscal impact to the City is an approximate in-kind cost of \$50.00 for the delivery of barricades; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes designated street closures of the 400 block of Smith and Moore Street for the Gonzales Junior High Field Day event from 8:00 a.m. until 4:00 p.m. on May 23, 2023, as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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

**PASSED AND APPROVED this 11<sup>th</sup> day of May, 2023.**

---

Mayor, S. H. Sucher

ATTEST:

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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

HOST ORGANIZATION

CONTACT NAME

CONTACT CELL PHONE

EVENT DATE

EVENT START TIME 8:00 am

EVENT END TIME 4:00 pm

EVENT LOCATION

HOLIDAY CELEBRATED

CITY COUNCIL APPROVAL REQUIRED

Gonzales Junior High Field Day  
Gonzales Junior High  
Star Davis

[REDACTED]

May 23, 2023

8:00 am 4:00 pm

Gonzales Junior High, Splash Pad, Practice Field, Area by the museum.

Y ☐ N ☒

HOLIDAY: (Field Day)

Y ☐ N ☐

MEETING DATE: \_\_\_\_\_

## POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE

MUSIC

FOOD

ALCOHOL

MOTORIZED VEHICLES

PUBLIC OR PRIVATE EVENT

SECURITY

Y ☐ N ☐

LIVE ☐ DJ ☐

Y ☐ N ☐

Y ☐ N ☒

RESPONSIBLE PARTY \_\_\_\_\_

Y ☐ N ☐

PARADE ☐ SHOW ☐

Y ☐ N ☐

# OFFICERS NEEDED\_ (Call 672-8686 for costs)

## ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING

NUMBER OF OUTLETS NEEDED

AMPS/WATTS NEEDED

TENT Y ☐ N ☐

TENT SIZE: \_\_\_\_\_

SET UP DAY/TIME \_\_\_\_\_

TAKE DOWN DAY/TIME \_\_\_\_\_

## STREETS DEPARTMENT

STREETS AFFECTED

BARRICADES NEEDED (max 12)

CONES NEEDED (max 48)

STREETS TO BE CLOSED

SET UP TIME

TAKE DOWN TIME

Y ☒ N ☐

Y ☒ N ☐

Y ☒ N ☐

Y ☒ N ☐

8:00

4:00

Smith Street Between Junior High & the museum.  
12  
Whatever is needed  
and Moore Street

## COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each

NO. OF ROUND TABLES @ \$2.00 each

NO. OF 8 FOOT TABLES @ \$2.00 each

NUMBER OF TRASH CANS

SET UP TIME

TAKE DOWN TIME

12 (max 500)

12 (max 15)

12 (max 50)

12 (max 25)

8:00

4:00

FOR INFORMATION CONTACT

(830) 672-2815- City Hall

(830) 672-2813- Fax

Kristina Vega, CITY SECRETARY

[citysecretary@gonzales.texas.gov](mailto: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:

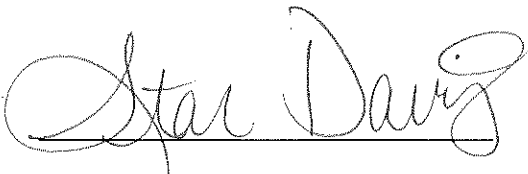
<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

## 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**

Discuss, Consider & Possible Action on Resolution #2023-63 Ratifying the Work Scope Change Order #1 for the Revision of Plans and Bid Documents for the St. Lawrence Street Project in the amount of \$10,000.00 with Doucet & Associates

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The City has contracted with Doucet & Associates to perform surveying and engineering services for the St. Lawrence Street project. The project was originally bid out, per Council direction in October, Doucet and Associates revised the plans and negotiated a change order with the contractor. Per Council direction in November, Doucet & Associates were asked to revise the scope of the project again and rebid the project. The work scope change order presented is for the additional time associated with revising the plans, revising them again and rebidding the project. Doucet & Associates requested a \$10,000.00 change order and City Manager Timothy Crow signed it on November 30, 2022. This change order combined with the previously agreed contract amount would total \$160,000.

### **POLICY CONSIDERATIONS:**

This Resolution will ratify the current version of the Work Scope Change Order #1.

### **FISCAL IMPACT:**

The change order for this work is estimated at \$10,000. The funds for this change order will come from ARPA funds.

### **ATTACHMENTS:**

Work Scope Change Order #1

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this Resolution.



## **RESOLUTION NO. 2023-63**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS RATIFYING THE WORK SCOPE CHANGE ORDER #1 FOR THE REVISION OF PLANS AND BID DOCUMENTS FOR THE ST. LAWRENCE STREET PROJECT IN THE AMOUNT OF \$10,000.00 WITH DOUCET & ASSOCIATES; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, the city contracted with Doucet & Associates as the City's Engineer to perform the surveying, engineering and bidding of the project with an original contract in the amount of \$150,000.00; and

**WHEREAS**, during the December 8, 2022 meeting, the City Council rejected the original proposals received on September 29, 2022 and requested staff to rebid the project resulting in an increase in cost; and

**WHEREAS**, the increased cost for the revision of plans and bid documents for the project increased the contract in the amount is \$10,000.00; and

**WHEREAS**, the City Engineer has provided a Work Scope Change Order which must be approved by City Council as required by the ARPA requirements; and

**WHEREAS**, the City Council finds that approving this Change Order 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 ratifies the Work Scope Change Order #1 for the Revision of Plans and Bid Documents for the St. Lawrence Street Project in the amount of \$10,000.00 with Doucet & Associates.

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 11<sup>th</sup> day of May, 2023.**

---

Mayor, S. H. Sucher

ATTEST:

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Kristina Vega, City Secretary



7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 800.587.2817

Doucetengineers.com

### WORK SCOPE CHANGE ORDER # 1

**TO:** City of Gonzales  
820 St. Joseph Street  
Gonzales, Texas 78629

**DATE:** 11/18/22

**ATTN:** Tim Crow

**JOB NUMBER:** 1171-069  
**PROJECT NAME:** St. Lawrence Street

**ORIGINAL CONTRACT AMOUNT:** \$150,000  
**PREVIOUS WORK SCOPE CHANGE ORDERS:** \$0.00  
**CHANGE ORDER #:** \$10,000  
**REVISED CONTRACT AMOUNT:** \$160,000

Dear Tim,

Doucet is pleased to present an adjusted work scope based on our understanding of your needs. Per council direction in October, we revised the plans and negotiated and change order with the contractor. Per Council direction in November, we need to revise the scope of the project again, and rebid the project. This work scope change order is for the additional time associated with revising the plans and second time and rebidding the project.

#### DESCRIPTION OF WORK SCOPE CHANGE ORDER

DESCRIPTION OF WORK SCOPE CHANGE	FEE BASIS	ESTIMATED FEE	TASK
Revise Plans and Bid Documents for Proposed Revised Scope	Lump Sum	\$ 5,000	
Prepare Advertisement and administer bidding process	Lump Sum	\$ 5,000	
		\$	
TOTAL		\$ 10,000	

Please sign and return to: Doucet, 829 St. Joseph Street, Gonzales, TX 78629

Please retain a copy for your files.  
DOUCET & ASSOCIATES, INC.

  
Project Manager

Date

AUTHORIZED BY:

  
Client Representative

11-30-2022  
Date

TBPE Firm # 3937  
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2023-64 Authorizing the City Manager to Execute a Pole Attachment Agreement with Guadalupe Valley Electric Cooperative, Inc.

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

City Staff has been in contact with Guadalupe Valley Electric Cooperative for several months regarding the ability to attach fiber optic to the City's utility poles. The other agreements that the city has in place with GVEC did not provide authorization to do so. Therefore, the attached agreement is being presented to grant GVEC the permission to attach to the City's poles.

### **POLICY CONSIDERATIONS:**

As per Chapter 284 of the Local Government Code the City of Gonzales can regulate attachment to service poles within the City's right-of-way.

### **FISCAL IMPACT:**

GVEC will compensate the City in an agreed amount pursuant to applicable state law, including Chapter 284, for the collocation of the Network Nodes on Service Poles in the City's Public Right-of-Way.

### **ATTACHMENTS:**

Pole Attachment Agreement

### **STAFF RECOMMENDATION:**

Staff respectfully recommends Council approve the Pole Attachment agreement with GVEC.

## **RESOLUTION NO. 2023-64**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A POLE ATTACHMENT AGREEMENT WITH GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Licensee, a Network Provider, as that term is defined in Chapter 284, is requesting to Collocate, which includes attachments, as that term is defined in Chapter 284, its Network Nodes, as defined in Chapter 284, to and on the City's Service Poles, as that term is defined in Chapter 284, that are in the Public Right-of-Way to the extent permitted by Chapter 284; and

**WHEREAS**, Chapter 284 states "to the extent this state has delegated its fiduciary responsibility to municipalities as managers of a valuable public asset, the public right-of-way, this state is acting in its role as a landowner in balancing the needs of the public and the needs of the network providers by allowing access to the public right-of-way to place network nodes in the public right-of-way strictly within the terms of this chapter"; and

**WHEREAS**, Chapter 284 states "[i]t is the policy of this state, subject to state law and strictly within the requirements and limitations prescribed by this chapter, that municipalities: (1) retain the authority to manage the public right-of-way to ensure the health, safety, and welfare of the public; and (2) receive from network providers fair and reasonable compensation for use of the public right-of-way and for collocation on poles"; and

**WHEREAS**, Section 253 of the Federal Communications Act of 1934, as amended, including 47 U.S.C. § 253, acknowledges that the City has the authority to manage and control access to and use of the Public Right-of-Way within the City limits; and

**WHEREAS**, the City has been authorized by the State to act as fiduciary and trustee for the public, in exercising proprietary rights in its discretion to grant use of the Public Right-of-Way within the City limits and condition that use in accordance with Chapter 284; and

**WHEREAS**, the Licensee shall compensate the City pursuant to applicable state law, including Chapter 284, for the collocation of the Network Nodes on Service Poles in the City's Public Right-of-Way; and

**WHEREAS**, Licensor is willing to issue Licensee a non-exclusive license, to the extent Licensor may lawfully do so, for Licensee to place, replace, relocate, modify, repair, maintain and remove said Attachments on Licensor's Poles; and

**WHEREAS**, the Licensee's non-exclusive use at locations in its Public Right-of-Way, are subject to the terms and conditions set forth herein, and pursuant to Permits issued by the City Manager; and

**WHEREAS**, the City Council has determined that the execution of the Pole Attachment Agreement with Guadalupe Valley Electric Cooperative is in the best interest of the City and its citizens.

**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 City Manager to execute a Pole Attachment Agreement with Guadalupe Valley Electric Cooperative, Inc. as 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 11<sup>th</sup> day of May, 2023.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

## POLE ATTACHMENT AGREEMENT

THIS AGREEMENT made and effective the \_\_\_\_ day of \_\_\_\_\_ 2022\_\_ (“Effective Date”), by and between the \_\_\_\_\_, Texas, owner of a municipally-owned electric utility of the state of Texas, with its principal place of business in \_\_\_\_\_, Texas (hereinafter called “Licensor”), and Guadalupe Valley Electric Cooperative, Inc., with its principal place of business at 825 East Sarah DeWitt Drive, Gonzales, Texas 78629(hereinafter called “Licensee”).

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains poles for providing services to its customers within the service area of Licensor;

WHEREAS, Licensee desires to place certain Attachments, as defined herein, on certain Poles of Licensor, for the purpose of providing any and all Services in compliance with any and all local, state or federal regulations; provided that Licensee’s provision of such Services and transmission of signals in conjunction with such Services does not interfere with Licensor’s Core Electric Utility Services, and provided further that in Licensor’s reasonable judgment, safety will not be adversely affected by the placement of Licensee’s Attachments;

WHEREAS, Licensor is willing to issue Licensee a non-exclusive license, to the extent Licensor may lawfully do so, for Licensee to place, replace, relocate, modify, repair, maintain and remove said Attachments on Licensor’s Poles;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

### SECTION 1. DEFINITIONS

- 1.1 **“Agreement”** shall mean this Pole Attachment Agreement between the \_\_\_\_\_, Texas, and GVEC, Inc.
- 1.2 **“Attachment”** is defined as all facilities, including but not limited to lines, wires, coaxial cables, fiber optic cables, equipment or associated appurtenances, which are owned or utilized by Licensee and attached to Licensor’s Poles, excluding warning signs and MGN grounding connections connected to a Pole.
- 1.3 **“Cost”** is all reasonable and actual costs paid or payable, which include, but are not limited to, the following: (a) external contractor or subcontractor labor costs and professional fees; (b) other costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies or contract services.); (c) internal labor and material costs directly related to the completion of Make Ready Work; and (d) reasonable allocations of administrative overhead.

- 1.4 **“Joint Use”** shall mean using a Pole for Licensee’s Attachments or maintaining attachments of both Licensor and Licensee on any Licensor Pole.
- 1.5 **“Overlash”** shall mean to place an additional Attachment on an existing messenger, strand, line, cable and/or other Attachment owned by Licensee.
- 1.6 **“Permit Application”** is the written request from Licensee to place, replace, relocate, modify or remove its Attachments on Licensor’s Poles, , as required under this Agreement, and shall be submitted on the form that is identified as Exhibit “A” of this Agreement.
- 1.7 **“Pole”** shall mean a wood, concrete or metal pole owned by Licensor. “Pole” refers exclusively to poles used for Licensor’s distribution system and does not include poles, of whatever composition, used in Licensor’s 69 kV and higher voltage transmission system.
- 1.8 A **“Third Party Attacher”** is any person or entity other than Licensee that has or is making an attachment on Licensor’s Pole.
- 1.9 **“Core Electric Utility Services”** are any services provided by Licensor pertaining to supplying electrical power to its customers, and include wires or cables used to supply communication services such as SCADA and automatic meter reading in house for Licensor’s use only.
- 1.10 A **“Service Drop”** is a line from Licensee’s main distribution cable that provides service to a customer.
- 1.11 **“Services”** shall mean all lawful business that each party is licensed, governed, franchised or otherwise authorized to perform in the offering of service to its customers.
- 1.12 The singular of a word shall also refer to the plural and vice versa, unless the context otherwise required.
- 1.13 Wherever **“days”** are referred to the term shall mean business days, which refers to Monday through Friday including official holidays.

## **SECTION 2. GRANT OF LICENSE TO THE LICENSEE TO ATTACH TO LICENSOR’S POLE**

- 2.1 Nothing in this Agreement shall be construed as requiring Licensor to give Licensee permission to use any particular Pole or to allow Licensee to continue to use any particular Pole unless Licensee has an approved permit for its Attachment on said particular Pole. Licensor, in its sole discretion and on a nondiscriminatory basis, may refuse Licensee permission to use any Pole where there is insufficient capacity, or for reasons of safety, reliability, or generally applicable engineering purposes, or Licensor’s corporate purposes related to its Core Electric Utility Services. Licensor, in its reasonable discretion and on a nondiscriminatory basis, may require Licensee to replace, relocate, modify, remove or perform other work with respect to Licensee’s Attachment on any of Licensor’s Poles.



- 2.2 No use, however extended to Licensee, of Licensors' Poles under this Agreement shall create or vest in Licensee any ownership or property right in Licensors' Poles, but Licensee's rights in such Poles shall be and remain a mere license terminable as provided herein. Nothing in this Agreement shall be construed to compel Licensors to maintain any Pole for any period of time.
- 2.3 The license granted to Licensee hereunder with respect to any of Licensors' Poles shall be non-exclusive in that Licensors reserves the right to use any and all such Poles for any lawful purpose of business or to lease or otherwise permit on a nondiscriminatory basis any other person or entity the right to lease or use any or all Poles for any lawful purpose provided that such lease or use shall be exercised in a reasonable manner so as not to interfere with the rights of Licensee herein.
- 2.4 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OR AS REQUIRED BY LAW, LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 2.5 Licensee will be solely responsible for determining the necessity of and obtaining of all rights-of-way, easements, licenses, franchises, authorizations, permits and consents required to construct, operate and/or maintain its Attachments on Licensors' Poles from federal, state, county, municipal authorities or private and/or public property owners. Should Licensee desire to place an Attachment on Licensors' Pole which is located on private property, Licensee will, if necessary, submit to Licensors, along with the appropriate Permit Application, proof that Licensee has the right to place its Attachment on said property, which could take the form of an easement. Licensors is not responsible for providing the right of ingress and egress to and from any Pole for Licensee's benefit. Licensee is solely responsible for obtaining such rights from fee owners or others and for paying any Costs or charges in connection with obtaining such rights. **Licensee in addition agrees to protect, defend and indemnify Licensors from and against any and all claims by third-party property owners related to property rights associated with Licensee's Attachments and to reimburse Licensors in connection with all Costs and expenses incurred by Licensors, including attorneys' fees and court costs, arising in connection with such claims.** This provision survives the termination of this Agreement.
- 2.6 Licensee will operate Licensee's Attachments in a manner which will not cause or create interference; (i) with Licensors' existing or proposed communications or electric distribution operations or the equipment of any Third Party Attacher sharing the Pole prior to Licensee's use of the Pole or whose tenure on the Pole began prior to the Licensee's modification of its equipment; or (ii) between the equipment of Licensors or any such Third Party Attacher, (subject in either case to interference related to any removal or transfer of Third Party equipment pursuant to the provisions of Section 4.5, 4.6, and 4.8) . During the Term, Licensee will cooperate in any investigation and resolution of any interference caused by or occurring between equipment of any parties operating on the Poles, including cooperation in compliance with the determination and recommendations of the third-party analysis provided for below in this Section 2.6. In the event Licensors

determines that the equipment or operation of Licensee is interfering with the equipment or operation of Licensor or of a pre-existing Third Party Attacher, upon Licensee's receipt of notice from Licensor, Licensee will promptly begin to correct the interference, even if it is operating in full compliance with applicable Federal, State or local regulations. If Licensee fails to correct the interference with Licensor or a pre-existing Third Party Attacher within 60 days of its receipt of notice of interference, Licensor may terminate the license as to the Pole or Poles in question upon 30 days prior notice to Licensee, and Licensee will thereafter promptly remove the Attachment(s) to Licensee, and Licensee will thereafter promptly remove the Attachment(s) from the Pole(s). If Licensor determines the interfering party is a Third Party Attacher which began sharing the Pole(s) or modified its equipment after Licensee began using the Pole(s), Licensor will promptly begin efforts to cause the Third Party Attacher to correct the interference immediately, even if it is operating in full compliance with applicable regulations. If the Third Party Attacher fails to correct the interference immediately, Licensor will require the Third Party Attacher to cease all operations. Licensor may in its discretion cause an independent third-party inference analysis to be made and require the party found to be interfering improperly to correct the interference or cease all operations. If Licensee is found to be interfering with Licensor or a pre-existing Third Party Attacher, Licensee will pay all Costs associated with the analysis.

### **SECTION 3. TECHNICAL REQUIREMENTS**

- 3.1 Licensee shall obtain the governmental authorizations necessary, if any, to provide the Services offered via the Attachments. Should any such authorizations finally expire or be revoked, then upon Licensee's exhaustion of any appeals of such expiration or revocation the Attachments will be removed pursuant to Section 9.2 of this Agreement and at Licensee's sole expense.
- 3.2 The Joint Use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the edition of the National Electric Safety Code (NESC), National Electric Code (NEC) and the Occupational Safety and Health Code (OSHA) in effect at the time of original construction or major change to Attachments, except where (i) the requirements of Licensor's specifications previously provided to Licensee as set forth in Section 3.3 below, or (ii) the requirements of applicable federal, state, county and local laws, statutes, ordinances, codes, rules and regulations regarding any removal and disposal of Poles undertaken by Licensee or regarding maintenance, placement and operation of Attachments, may be in excess of the requirements of said NESC, NEC or OSHA, in which case the more stringent requirements shall apply. Licensor may allow variances to local regulations under certain specific and approved circumstances, such as placement of the fiber optic cables on poles that have primary, residential meter loops owned by Licensor. The requirements may be amended from time to time upon advance notice to Licensee and as set forth in Section 3.3 below
- 3.3 In the event Licensor should amend its requirements, rules or practices for the Attachments, Licensor shall give written notice of such change and Licensee shall make such changes or alterations in its installations and maintenance of its Attachments as may be required to comply with the provisions of such written notice. Licensee shall make

such changes, modifications or alterations within 60 days after receipt of written notice, provided that, should it be commercially impracticable for Licensee to implement such changes, modifications or alterations within 60 days, Licensors shall grant Licensee reasonable additional time.

- 3.4 After submission of a Permit Application, on Licensors request, Licensee will provide such loading calculations or other information as is reasonably necessary to allow Licensors to determine the strength of the Poles to insure their sufficiency for transverse and vertical loads imposed upon them under the storm loading conditions of the NESC assumed for the area in which they are located. These loading calculations must be generated and approved by a registered Professional Engineer of the State of Texas in order to be acceptable to Licensors. The Costs associated with planning and analysis regarding proposed License Attachments will be the responsibility of the Licensee and will be included as part of the pre-construction inspection, as outlined in Section 4.10.
- 3.5 Overlashing of Licensees existing Attachments is specifically prohibited unless a separate Permit Application is applied for in accordance with Section 4 of this Agreement. Licensee will not permit any Third Party Attacher to overlash Licensees Attachments. Overlashing must meet the requirements of Section 3.4, and notwithstanding such certification, Licensors may deny any Permit Application for an Overlash, whether for engineering or any other considerations in Licensors sole discretion.
- 3.6 Licensee shall ensure that all employees, agents, and contractors of Licensee used to install or maintain Attachments have been certified or trained to work in the vicinity of electric distribution poles.
- 3.7 All necessary anchors and guys shall be in place and operative prior to the placement of Licensees Attachments on Licensors Poles. Any unbalanced loading of Licensors Poles, which is caused by the placement of Licensees Attachments, shall be properly guyed and anchored by Licensee, and Licensee shall be solely responsible for all Cost, risk and liability associated therewith. Licensee shall not attach any of its Attachments to any guy or anchor of Licensors. Licensee will place guy markers on all such down guys and Licensors will have no responsibility for placing, monitoring or maintaining such markers.
- 3.8 Licensees cable will be tagged at maximum intervals of every 4<sup>th</sup> Pole so as to identify Licensee as owner of said cable. Tags shall be of sufficient size and lettering as to be read from ground level. Cables shall be tagged on a going forward basis and Licensee shall tag all existing non-tagged cables as Licensee is performing any service work on existing non-tagged cables.
- 3.9 Licensee expressly assumes responsibility for determining the condition of all poles climbed by its employees, contractors, or employees of contractors. Licensors agrees that, upon written notification, it will replace any Pole that has become unserviceable at Licensors cost when Licensors has determined that the Pole in question is unserviceable for Joint Use as authorized under this Agreement.

- 3.10 Licensee will remove, from Licensor's Pole, any idle Attachments that have not been utilized to provide Services to Licensee's customers for a period of 180 consecutive days. If Licensee fails to remove said idle Attachments, Licensor, with notice or demand to Licensee and at the sole risk, with the exception of Licensor's gross negligence or willful misconduct, and expense of Licensee, may perform such removal that it deems necessary.
- 3.11 Licensee will not attach any Attachment, including grounds and bonds, to Licensor's pedestals, transformers or any other buried or underground system without prior written consent from Licensor.
- 3.12 The technical requirements set forth in Section 3 of this Agreement will apply to any contractor performing work on behalf of Licensee and Licensee will monitor contractors' work and employees' work to ensure that such work is in compliance with such technical requirements.

#### **SECTION 4. ESTABLISHING JOINT USE OF POLES**

- 4.1 Throughout the term of this Agreement, Licensee may designate a Pole or Poles, on which it desires to place, replace, relocate or modify any Attachment. Each such designation shall be made by Licensee submitting to Licensor a Permit Application, in such manner as prescribed by this Agreement, or as may be amended by written agreement between the parties from time to time, signed by a duly authorized representative of Licensee, and specifying in the appropriate spaces thereon the type of work Licensee desires to perform and Licensor's specific Pole or Poles on which such work is to be performed. Licensee shall not place any Attachment on Licensor's Pole prior to receiving a conditionally approved Permit Application. Notwithstanding the foregoing or any other provision in this Agreement, Licensee may place, replace, relocate or modify a Service Drop on Licensor's Pole without prior written notice to Licensor and without first submitting a Permit Application. If Licensee places Service Drops on Poles on which Licensee has no current Attachment, Licensee shall, within 15 days of its placement, submit a Permit Application to Licensor signed by a duly authorized representative of Licensee and identifying the Pole on which the Service Drop was attached.
- 4.2 Licensor shall, within 30 days, approve, conditionally approve or deny each Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment by returning one copy of the Permit Application to Licensee reflecting its approval, conditional approval or denial.
- 4.3 Licensor may deny any Permit Application for the placement, replacement, relocation or modification of Licensee's Attachments on a Pole or Poles where there is insufficient capacity or on the basis of safety, reliability, and generally accepted engineering practices.
- 4.4 Licensor may conditionally approve a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment on the condition that Licensee modifies the application in specified respects. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the required modifications in the appropriate spaces thereon. If Licensee is willing to

accept Licensors' modifications to the Permit Application, Licensee shall return the Permit Application to Licensors, within 30 days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of the modifications in the appropriate spaces thereon.

- 4.5 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require a modification or rearrangement of the attachments of Licensors or any Third Party Attacher on any Pole, Licensors may approve the Permit Application on the condition that Licensee agrees to either (a) perform or cause the performance of such modification or rearrangement at Licensee's sole cost, or (b) reimburse Licensors or such Third Party Attacher for the reasonable, actual Costs associated with such modification or rearrangement. In such event, Licensors shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the attachments that must be modified or rearranged and the estimated cost of making the modifications and rearrangements. Licensee may in its sole discretion and at its cost submit with its Permit Application information detailing the Licensors or Third Party attachments that must be modified or rearranged and the estimated cost of making such modifications and rearrangements. If Licensee is willing to reimburse Licensors or such Third Party Attacher for the reasonable, actual Costs associated with such modifications or rearrangement, or to perform or cause the performance of such work at Licensee's cost, Licensee shall return the Permit Application to Licensors, within 30 days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such Costs or its intention to undertake such work at Licensee's cost. If Licensee determines that it will not perform or cause the performance of the work, the Permit Application shall be accompanied by payment of the amount of estimated cost of making such modification or rearrangement. Upon completion of such modification or rearrangement by Licensors or by Third Party Attacher, the actual, reasonable cost of performing said work will be compared with the estimated cost. Licensee agrees to pay Licensors or Third Party Attacher any undercharge in the difference between the estimated cost and the actual reasonable cost and Licensors agrees to reimburse Licensee any overcharge in the difference between the estimated cost and the actual, reasonable cost. If there is a requirement for the modification or rearrangement of a Third Party Attacher's attachments, Licensee will be responsible for coordinating all required modifications or rearrangements with the Third Party Attacher, provided that after Licensee has exhausted all means to have Third Party respond, Licensors shall facilitate as necessary Licensee's coordination with any such Third Party Attacher by taking steps that are consistent with Licensors' contract with such Third Party Attacher. Upon notification by Licensee to Licensors that all modifications and rearrangements of Third Party Attacher's attachments are complete, Licensors will issue to Licensee a conditional approval to attach to Licensors' Pole.
- 4.6 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require the placement of new Poles or replacement of one or more of Licensors' existing Poles in order to accommodate the Attachments of Licensee as well as the existing attachments of Licensors or any existing Third Party Attacher, Licensors, in its sole reasonable discretion, may conditionally approve the Permit Application. Such approval shall be conditioned on Licensee's

agreement to either (a) perform or cause the performance of the work for placement of new Poles or replacement of Licensor's existing Poles and any related facility transfers at Licensee's sole cost, or (b) reimburse Licensor or such Third Party Attacher for the reasonable, actual Costs attributable solely to the placement of new Poles or replacement of Licensor's existing Poles with new Poles sufficient to accommodate the Attachments of Licensee as well as the attachments of Licensor and any existing Third Party Attacher, and for the reasonable, actual Costs of Licensor or an existing Third Party Attacher incurred solely to transfer facilities to such new or replacement Pole in order to accommodate Licensee's need for additional capacity. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the estimated cost associated with the placement of new Poles or the replacement of Licensor's existing Poles with new Poles of sufficient capacity to accommodate the Attachments of Licensee as well as the attachments of Licensor and any existing Third Party Attacher. Licensee may in its sole discretion and at its cost submit with its Permit Application information detailing the Poles that need to be placed or replaced together with related facility transfers and the estimated cost associated therewith. If Licensee is willing to make such reimbursements, or perform or cause the performance of such work, Licensee shall return the Permit Application to Licensor, within 30 days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of such Costs or agreement to the performance of such work. If Licensee elects not to perform or cause the performance of the work, the Permit Application shall be accompanied by payment of the amount of the estimated cost of making such placement or replacement. Upon completion of the placement of the new Poles or the replacement of the existing Poles and related facility transfers, the actual reasonable cost of performing said work will be compared with the estimated cost. Licensee agrees to pay Licensor any undercharge in the difference between the estimated cost and the actual reasonable cost and Licensor agrees to reimburse Licensee any overcharge in the difference between the estimated cost and the actual reasonable cost.

- 4.7 Notwithstanding anything to the contrary herein, in the event the pole, attachment or related facilities identified by Licensee as requiring placement, replacement, relocation or modification belongs to Licensor and is in a failed state condition or not in compliance with the technical requirements of Section 3 above, Licensor agrees to pay the Costs for such work as to Licensor's property if Licensee notifies Licensor in writing of such conditions and Licensor consents to the work. In no event shall Licensee be required to pay the Costs to place, replace, relocate, modify, or bring into compliance, Licensor or Third Party Attachments and Poles (or related facilities) that are in a failed state or not in compliance with the technical standards of Section 3 above, except as provided in Section 4.8 below.
- 4.8 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require a modification or rearrangement of the attachments of any Third Party Attacher on any of Licensor's existing Poles, and it is determined by Licensor by notice in writing provided to Licensee that such Third Party attachments requiring modification or rearrangement are abandoned, unauthorized, or Licensor has terminated the right of such Third Party Attacher to make such attachments to Licensor's Poles, Licensee may at its sole cost, and prior to submitting its Permit

Application, perform or cause the performance of the work to remove and dispose of any such Third Party attachments.

- 4.9 Licensee shall limit its number of Permit Applications for the placement, replacement, relocation or modification of Attachment to Licensor so as to allow Licensor to respond to them in an orderly and timely fashion. In this regard, Licensor shall use reasonable effort to respond to each Permit Application within 45 days of its submission. If Licensee submits multiple Permit Applications at the same time or submits additional Permit Applications during the pendency of another Permit Application, Licensee shall designate, in writing, an order of priority for the review of Licensor. In the absence of such designation, Licensor shall review them in the order of their submission.
- 4.10 Licensee shall pay Licensor a pre-construction inspection fee, which may include the Cost of loading analysis, to compensate Licensor for the actual engineering cost incurred to inspect the Poles identified in the Permit Application in order to ensure adequate space is available for Licensee's Attachments and a post-construction inspection fee for the actual engineering cost incurred to ensure that Attachments are installed according to the requirements of the Permit Application and terms and conditions of this Agreement. These fees will be invoiced within a reasonable time following the inspections. Failure to pay these fees within 30 days of written receipt of the invoice may constitute a default under Section 15 of this Agreement and will void the conditional approval of the Permit Application. Licensee will have 15 days to cure by paying the invoice. If Licensee does not cure within such 15 day period, Licensor may require Licensee to remove Attachments.
- 4.11 Upon approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment, Licensee, at its sole risk and expense, may place, replace, relocate or modify the Attachments identified in the Permit Application on the Pole[s] so specified during a 120 day period from the date of the Permit Application's approval. If after said 120 day period, Attachments are not placed, replaced, relocated or modified a new Permit Application shall be submitted in accordance with procedures described in this Section 4.
- 4.12 Licensee may perform routine maintenance, subject to Section 7 in this Agreement, without submitting a Permit Application or providing notice to Licensor. For purposes of this Section 4.12 and Section 7.1, routine maintenance shall mean any maintenance on or modification of Licensee's Attachments that results in no material change in the character of such Attachments.
- 4.13 Within 15 days of completion of the work authorized in the Permit Application, Licensee will notify Licensor of completion. Licensor may then conduct a post-construction inspection to ensure that all work was completed in accordance with the Permit Application and the terms and conditions of this Agreement. Upon completion of the post-construction inspection if Attachments are found to have been installed as outlined in the Permit Application and in accordance with the terms and conditions of this Agreement, the Permit Application will be changed from conditionally approved to approved.

- 4.14 Licensee will comply with all applicable federal, state, county and local laws, statutes, ordinances, codes, rules and regulations regarding any removal and disposal of Poles undertaken by Licensee, and regarding maintenance, placement and operation of Attachments. **Licensee will defend, indemnify and hold the Licensors harmless from and against any charges, penalties, fines, losses, damages, expenses or costs including attorney's and consultant's fees sustained by Licensors because of the Licensee's noncompliance with this provision.** This provision survives the termination of this Agreement.

## **SECTION 5. RELOCATION, REPLACEMENT OR MODIFICATION OF THE LICENSEE'S ATTACHMENTS AT LICENSOR'S REQUEST**

- 5.1 Upon written notice from Licensors, Licensee, at its sole risk and expense and upon no less than 45 days advance notice, shall replace, relocate or modify all or any portion of its Attachments on Licensors' Poles that Licensors specifies in such notice. Licensee may remove all of its Attachments on such Poles within the time period specified in the notice instead of performing such work, provided that such removal does not create a safety hazard or unbalanced load on any Poles. Licensee may perform such work without prior notice to Licensors and without first submitting a Permit Application; however, Licensee shall notify Licensors of the performance of such work within 15 days of its completion. If Licensee fails to perform such work within the period specified in the notice, Licensors, in the exercise of its sole reasonable discretion, without notice or demand to Licensee and at the sole risk (with the exception of Licensors' gross negligence or willful misconduct) and expense of Licensee, may perform all or any portion of such work at Licensee's expense. Licensors will reasonably attempt to avoid any disruption of service to Licensee's customers, but will have no liability in the event of any such disruption.
- 5.2 Whenever any right-of-way consideration or any city, county or state regulation makes relocation of a Pole necessary, Licensors shall bear the cost of relocation of such Pole, except Licensee shall bear the entire risk and expense of relocating Licensee's Attachments thereon.

## **SECTION 6 TRANSFER AND/OR RELOCATION OF LICENSEE'S ATTACHMENTS**

- 6.1 Licensors' participation in transferring Licensee's Attachments is strictly voluntary and will be performed at the sole discretion of Licensors. Participation shall be in accordance with the terms and conditions set forth in Section 6 and, as applicable, other parts of this Agreement. Whenever Licensors chooses not to transfer Licensee's Attachments, Licensors will notify Licensee in writing of the same, providing Licensee no less than 30 days to complete transfer.
- 6.2 When Licensors, in the course of performing its own work, determines that it is necessary to relocate the Attachments of Licensee, Licensors will remove and reinstall such Attachments when Licensors determines it is within its capabilities and/or best interest to do so. Should Licensors have a planned work order to replace Poles which have Attachments of Licensee, Licensors will provide advance notice to Licensee of required



transfers and Licensee may elect to transfer its own Attachments at the time given in such notice. If Licensee does not elect to transfer its Attachments by the time given in Licensors notice to Licensee, Licensee will notify Licensors of its intention not to transfer its Attachments. Should Licensors then choose not to transfer Licensees Attachments identified in such notice, Licensee will be required to transfer its Attachments by the time given in such notice or take possession of such Pole as outlined in Section 6.6 of this Agreement.

- 6.3 Licensee will provide to Licensors all necessary supplies and the training necessary for Licensors to perform any transfers required under this Section.
- 6.4 Licensee shall pay to Licensors \_\_\_\_\_ dollars (\$00.00) for the relocation of one Attachment per Pole, including associated Service Drops. Licensee shall pay \_\_\_\_\_ dollars (\$00.00) for the relocation of each additional Attachment on the same Pole. If a Service Drop relocation consists of relocating a "J hook" Attachment only, and does not involve the relocation of other portions of any Attachments, the initial cost will be \_\_\_\_\_ dollars (\$00.00) per Pole rather than \_\_\_\_\_ dollars (\$00.00). These fees represent labor cost only and Licensee will be responsible for providing all materials required to perform transfers and/or relocations of Licensees Attachments. Licensee agrees to reimburse Licensors for all Costs of material that Licensors uses in transferring and/or relocating Licensees Attachments.
- 6.5 Licensors will issue an invoice to Licensee at the end of each calendar month in which Licensors performs any work pursuant to this Section 6. The invoice will reference the location of Pole, the date that work was performed, and the type of Attachments transferred.
- 6.6 Should Licensors, in its sole discretion, determine that it is not in its best interest to transfer Attachments of Licensee, Licensors will give written notice to Licensee that transfer of Licensees Attachments from the old Pole to the new Pole are required. Should Licensee fail to transfer its Attachments by the specified date in the notice, at Licensors option, Licensee shall pay to Licensors all Costs associated with transferring ownership of such Pole to Licensee, and Licensee shall take ownership of such Pole in an AS IS condition and shall pay to Licensors Licensors net book value of the Pole. The purchase and transfer of the old Pole will be evidenced by a Bill of Sale provided by Licensors to Licensee. Licensee will mark the old Pole to identify Licensee as owner of said Pole. Licensors shall have no future interest in or responsibility for such Pole.

## **SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENTS**

- 7.1 Licensee shall, at its sole risk and expense, maintain all Attachments on Licensors Poles in a safe condition and in thorough repair. Licensee may perform routine maintenance and repair work without submitting a Permit Application or giving prior written notice to Licensors. If Licensee fails to maintain any such Attachments in accordance with the terms and conditions of this Agreement, Licensors, after giving \_\_ business days prior written notice or demand to Licensee and at the sole risk, with the exception of Licensors gross negligence or willful misconduct, and expense of Licensee, may perform such repairs or maintenance that it deems necessary. In the event Licensors makes such repairs

as contemplated in this Section 7.1, after having given prior written demand on Licensee as provided herein, Licensee will pay Licensors for its Costs incurred in making such repairs.

## **SECTION 8. TREE TRIMMING**

- 8.1 Licensee, at its sole risk and expense, shall perform all tree trimming required for its Attachments on Poles. If Licensee fails to perform such tree trimming in a manner satisfactory to Licensors, Licensors in the exercise of its sole discretion, after giving \_\_\_\_ business days prior written notice or demand to Licensee and at the sole risk and expense of Licensee (except as to Licensors' gross negligence of willful misconduct), may perform any such tree trimming that it deems necessary at Licensee's expense.

## **SECTION 9. REMOVAL OF ATTACHMENTS**

- 9.1 Licensee may remove any Attachment on any Pole without the prior approval of Licensors. If Licensors believes in its sole reasonable discretion, that such removal creates a safety hazard, Licensee, upon notice from Licensors and at Licensee's sole risk and expense, shall replace such Attachments or perform any other corrective action specified by Licensors in such notice within 15 days or such other time frame specified in such notice and agreed to by the parties. Should Licensee fail to perform such work within the specified period, Licensors, upon notice to Licensee, may perform all or any part of such work at Licensee's sole risk (with the exception of Licensors' gross negligence or willful misconduct) and expense.
- 9.2 Upon notice from Licensors, Licensee, at its sole risk and expense and within 180 days of notice, shall remove all or any portion of the Attachments on any of Licensors' Poles that Licensors requests in such notice in accordance with the terms of this Agreement.
- 9.3 Should Licensors contract to sell or sell its Poles on which Licensee has Attachments, Licensors shall notify Licensee of such fact. This Agreement shall be binding on such successor to Licensors.
- 9.4 Whenever Licensee removes any Attachment from a Pole, it shall submit to Licensors, within 30 days thereafter, a Permit Application signed by a duly authorized representative and identifying in the appropriate spaces thereon, the Attachment removed and the Pole from which it was removed. All Permit Applications submitted for such removals shall be for notification purposes only, and no approval of Licensors shall be required therefor, provided that such removal is in compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, no Permit Application need be submitted by Licensee after the removal of a Service Drop from a Pole unless after its removal there are no Attachments on the Pole. Licensee shall pay to Licensors the full Pole Attachment Fee for the current year on any Pole upon which Attachments were removed during that current year.

## **SECTION 10. EMERGENCIES**

- 10.1 In the event of an emergency, Licensee, at its sole risk and expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Licensors approval of a Permit Application for such work, provided, however, that before performing such emergency work, oral approval shall be obtained from Licensors authorized representative when practicable, and provided further that such work is performed within the time period and under such conditions specified by Licensors authorized representative when obtained. Any such oral approval shall be confirmed within 15 days of the performance of such work by Licensors, in a writing identifying both the work performed and the affected Poles. If such emergency placement, replacement, relocation or modification is not in accordance with the terms and conditions of this Agreement, Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Attachments upon written notice from Licensors and within 15 days or such other time period specified in the notice and agreed to by the parties. If Licensee fails to timely perform such work, Licensors, with notice or demand to Licensee and at the expense of Licensee may perform all and any portion of such work. Licensors will reasonably attempt to avoid disruption of services to Licensees customers, but will have no liability with respect to any such disruption.
- 10.2 In the event of an emergency, Licensors, without prior notice to Licensee and at Licensees expense, may temporarily replace, relocate, remove, modify or perform any other work in connection with Licensees Attachments on any Pole Licensee will reimburse Licensors for the Cost that Licensors incurs for such emergency work. In such event, Licensors shall notify Licensee, within a reasonable time, of both the Poles affected and the work performed. Licensors will use its best efforts to notify Licensee in advance of any such replacement, relocation, removal, modification or other work, and to reasonably avoid disruption of Services to Licensees customers, but will have no liability with respect to any such disruption.

## **SECTION 11. POLE ATTACHMENT FEES, CHARGES AND RATES**

- 11.1 On or about February 1<sup>st</sup> of each year, Licensors will tabulate the total number of Poles on which Licensee has Attachments. This number will represent the total number of Licensors Poles with Licensees Attachments on December 31<sup>st</sup> of the preceding year plus any Poles from which Licensees Attachments were removed during that year. Licensors shall issue an invoice to Licensee assessing the Pole Attachment Fee for the number of Joint Use Poles.
- 11.2 The yearly Pole Attachment Fee will be \_\_\_\_\_ dollars and 00/100 (\$00.00) per Pole for each of Licensors Poles upon which Licensee has Attachments, provided that this Pole Attachment Fee shall be subject to Section 54.204 of the Texas Utilities Code and other applicable provisions thereof. Licensees obligation to pay the yearly Pole Attachment Fee provided for in this Section 11.2 shall become effective on the first day of the month following the Effective Date of this Agreement.
- 11.3 From time to time, and subject to Section 54.204 of the Texas Utilities Code and other applicable provisions thereof, Licensors may re-determine the pole Attachment Fee, provided however that the Pole Attachment Fee may be increased no more frequently

than every 3 years, and only then upon written notification provided to Licensee no later than 180 days prior to January 1<sup>st</sup> of the year in which the new Pole Attachment Fee will be implemented.

## **SECTION 12. UNAUTHORIZED ATTACHMENTS**

- 12.1 If Licensee makes any Attachments for which a Permit Application is required under this Agreement, but for which no Permit has been issued, Licensee shall, upon written 15 days written notification from Licensor, submit a Permit Application for such unauthorized Attachment; provided that all of Licensee's Attachments approved and/or invoiced by Licensor prior to the execution date hereof shall be considered authorized Attachments under this Agreement. If no Permit Application is timely submitted, Licensor may require that such Unauthorized Attachment be removed by Licensee, or Licensor itself may remove the Unauthorized Attachment without liability, at Licensee's expense
- 12.2 The charge for each unauthorized Attachment under the terms of Section 12.1 shall equal the amount of the annual Pole Attachment Fee per each unauthorized Attachment for the number of years since the last physical inventory or 3 years, whichever is less, plus interest of 1.5% per year. Licensee shall also pay to Licensor all reasonable, actual Costs incurred by Licensor to rearrange any unauthorized Attachments of Licensee if such rearrangement is required to meet the technical requirements set forth in Section 3 of this Agreement or any other safety or engineering requirement deemed necessary in Licensor's sole judgment.

## **SECTION 13. INVENTORIES AND AUDITS**

- 13.1 Upon 30 days written notice from Licensor, a physical inventory may be conducted to determine the exact number and location of Licensee's Attachments on Licensor's Poles. Subsequent inventories may be performed a minimum of every 5 years thereafter. Licensee will bear all expenses Licensor incurs that are directly attributable to the physical inventory of Licensee's Attachments. However, work done at the same time to benefit Licensor or other parties will not be charged to Licensee. Any work in excess of an inventory to determine the exact number and location of Licensee's Attachments, such as inventories of Licensor's or Third-Party equipment or other data that could be used to update Licensor's plant records, with information that does not directly relate to the location of Licensee's Attachments, shall be deemed to benefit parties other than Licensee and shall not be charged to Licensee.
- 13.2 Licensor will determine the means of conducting these inventories; however, Licensee shall have the reasonable opportunity to accompany and/or observe the inventory if it so desires. In addition, Licensee will be provided a copy of the Attachment data gathered in such inventory. All reasonable Costs incurred by Licensor solely attributable to the identification and documentation of Licensee's facilities, including but not limited to the production of required maps to conduct inventories of Licensee's Attachments, shall be the responsibility of Licensee and Licensee agrees to pay Licensor for such Costs upon receipt of invoice from Licensor.

- 13.3 No inventory or inspection, or lack thereof, shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
- 13.4 Any safety violations consisting of Licensee Attachments that do not comply with the technical requirements of Section 3 herein will be corrected by Licensee within 60 days of Licensee's receipt of written notice from Licensor specifying such violations, provided that, if such corrections are incapable of correction within 60 days, Licensee shall commence such corrections within this time period and proceed diligently to complete the corrections thereafter. Subject to the foregoing, if Licensee fails to correct or commence correction of any safety violation within 60 days, Licensor, with notice or demand to Licensee, and at the sole risk (with the exception of Licensor's gross negligence or willful misconduct) and expense of Licensee, may perform such work as Licensor deems necessary. Licensee will reimburse Licensor for the Costs associated with Licensor's correcting such violations associated with Licensee's Attachments. Failure by Licensor to inspect Licensee's conformance to the technical requirements and specifications or to take action on its own to bring such Attachments into compliance shall not cause Licensor to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder.

#### **SECTION 14. PAYMENT OF INVOICES**

- 14.1 Licensee shall pay each undisputed invoice, or the undisputed portion of each invoice, submitted to it by Licensor within 30 days of Licensee's receipt of such invoice. Payment shall be remitted to the address shown in Section 23, NOTICE. Any portion of an invoice not paid when due shall bear interest at 6% per year unless such amount is disputed and is paid into escrow pursuant to Section 14.2 of this Agreement.
- 14.2 If Licensee in good faith disputes a payment obligation, it shall deposit the amount in dispute in an interest bearing account acceptable to Licensor within the time period provided for in Section 14.1 of this Agreement. Any amount so deposited shall remain in such escrow account until the dispute is resolved. Upon resolution of the dispute, the interest earned on amounts invested shall be paid to the Party determined to be entitled to such amounts.

#### **SECTION 15. DEFAULTS**

- 15.1 If Licensee should materially fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and should fail to correct the noncompliance within 30 days after written notice from the Licensor, then Licensor may, upon 15 days further notice, declare this Agreement to be terminated in its entirety. The foregoing notwithstanding, if any noncompliance or default is not capable of correction within 30 days after receipt of written notice, Licensee may correct or cure such noncompliance or default by commencing corrective action within such 30-day period and thereafter diligently completing such corrective action, provided that payment of past-due amounts is not subject to any extension of time under this provision. If Licensor terminates this Agreement for default, Licensor may require Licensee to remove its Attachments from Licensor's Poles within 120 days of termination, or failing Licensee's so

timely removing its facilities, will have the right to remove such facilities at the expense of Licensee. If Licensee terminates this Agreement for default, Licensee may resort to any right or remedy to which it is entitled at law, in equity or under this Agreement.

- 15.2 If either party defaults in the performance of any work that it is obligated to do under this Agreement, the non-defaulting party may elect to do such work, and the defaulting party shall reimburse the non-defaulting party for all reasonable, actual Costs thereof.

## **SECTION 16. SURVIVAL AFTER TERMINATION**

- 16.1 Upon termination or cancellation of this Agreement, in whole or in part, for any reason, the parties shall remain liable to each other for any and all fees, other payments and damages that may have been due or sustained prior to such termination or cancellation, and all indemnity obligations provided for in this Agreement shall survive the termination.

## **SECTION 17. LIABILITY AND DAMAGES**

- 17.1 Licensee shall indemnify defend, protect, save harmless and insure Licensor, its officers, directors, employees and members, from and against any and all claims and demands for, or litigation with respect to, service interruptions, damages to property and for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages which may arise out of or be caused by Licensee or its agents, employees, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, modification, rearrangement or removal of Licensor's Poles, Licensee's Attachments, actions in connection with attachments of Third Party Attachments or with any Unauthorized Attachments to the extent negligently undertaken, or the proximity of Licensee, its agents and employees on or in the vicinity of Licensor's Poles, including instances in which any such claims, damages, or expenses are the result of the joint, concurrent, or contributory negligence of Licensor, its officers, employees, directors, affiliates, and agents, or strict liability, or of any breach of warranty, express or implied. IT IS THE EXPRESSED INTENTION OF THE PARTIES, BOTH LICENSEE AND LICENSOR, THAT WITH RESPECT TO THE INDEMNIFICATION OBLIGATION SPECIFIED IN THIS PARAGRAPH, LICENSEE IS TO INDEMNIFY AND DEFEND, PROTECT AND SAVE HARMLESS LICENSOR, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES AND AGENTS FROM THE CONSEQUENCES OF LICENSOR'S OR SUCH OFFICERS', EMPLOYEES', DIRECTORS', AFFILIATES', OR AGENTS' CONCURRENT (A) NEGLIGENCE, (B) STRICT LIABILITY IN TORT, (C) BREACH OF WARRANTY, EXPRESSED OR IMPLIED OR (D) OTHER FAULT OF ANY NATURE, WHEN SUCH NEGLIGENCE, STRICT LIABILITY OR FAULT IS A JOINT, CONCURRENT, OR CONTRIBUTORY CAUSE OF THE CLAIM IN QUESTION.
- 17.2 To the extent allowed by law, Licensor shall indemnify, defend, protect, and save harmless Licensee from and against any and all claims and demands for, or litigation with respect to, damages to property, and for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for

employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the sole negligence of or any gross negligence or willful misconduct of Licensor or its agents, employees, contractors or subcontractors on or in the vicinity of Licensee's authorized Attachments or in connection with Licensor's determinations regarding Third Party unauthorized attachments removed and disposed by Licensee. **IT IS THE EXPRESSED INTENTION OF THE PARTIES, BOTH LICENSEE AND LICENSOR, THAT WITH RESPECT TO THE INDEMNIFICATION OBLIGATION SPECIFIED IN THIS PARAGRAPH, LICENSOR IS TO INDEMNIFY AND DEFEND, PROTECT AND SAVE HARMLESS LICENSEE, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES AND AGENTS FROM THE CONSEQUENCES OF LICENSOR'S OR SUCH OFFICERS', EMPLOYEES', DIRECTORS', AFFILIATES', OR AGENTS' SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MIS CONDUCT, WHEN SUCH NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OS A SOLE CAUSE OF THE CLAIM IN QUESTION.**

- 17.3 **INDEMNIFICATION PROCEDURES.** Each Party shall give the other prompt notice of any claim for which indemnification is or will be sought under this Section and shall cooperate and assist the other Party in the defense of the claim. Licensor shall be consulted as to any selection of defense counsel in connection with the defense duty under this section 17.
- 17.4 **NO THIRD-PARTY BENEFICIARIES.** The terms and provisions of this Agreement are intended to be for the benefit of Licensor and Licensee, and nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their permitted successors and assigns any benefits, rights, or remedies under or by reason of this Agreement.
- 17.5 **LIMITATION ON DAMAGES.** UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY A PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF A PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.
- 17.6 The obligations of the Parties under all of the provisions of this Section 17 shall survive termination or expiration of this Agreement.
- 17.7 It is further understood and agreed between the Parties hereto that at all times during the term of this Agreement and particularly during the time of any construction, repair or new attachments to Poles covered by this Agreement, the Parties shall consider the electric wires of Licensor to be energized, that working in the vicinity of the wires poses potential dangers and that Licensee shall warn all of its employees, agents, contractors

and subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers.

- 17.8 It is further agreed between the Parties hereto, that to the extent any of the provisions of this Section 17 should be determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Section 17 shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the Parties as herein stated, and provide the maximum indemnity allowed by law.

## **SECTION 18. INSURANCE**

- 18.1 Licensee shall secure and maintain insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 17 of this Agreement. Such insurance shall include, but not be limited to the following:
- 1) Commercial General Liability Insurance (including but not limited to , premise-operations, broad form property damage, explosion, collapse, and underground coverage, products/completed operations contractual liability, independent contractors, personal injury), with limits not less than \$2,000,000 any one occurrence. (Limits may be satisfied with primary and /or excess coverage.);
  - 2) Commercial Automobile Liability Insurance on all vehicles used in connection with this Agreement, whether owned, non-owned or leased with combined single limits of \$1,000,000 bodily injury/property damage per occurrence;
  - 3) Statutory Worker's Compensation Insurance and Employer's Liability Coverage with limits of \$1,000,000 per occurrence.
- 18.2 The insurer must be licensed to do business in the state in which the work is performed and must have a Best Rating "AX" or better. Licensee shall deliver a certificate of insurance on which the Licensor, its subsidiaries and affiliates are named as additional insured with reference to CGL 1) and Auto 2) above. Certificate of insurance must be provided prior to any work being performed and must be kept in force during the term of this Agreement. It is also agreed that Licensee's policy is primary and non-contributory to all other applicable coverages.
- 18.3 Licensee shall waive its right of subrogation against Licensor for all insurance required under this section. Licensee shall, prior to placing any Attachment on Licensor's Pole, furnish to Licensor's address specified in the Notices provision of this Agreement, a certificate or evidence of the foregoing insurance indicating the amount and nature of such coverage, the expiration date of each policy, and stating that no material change or cancellation of any such policy shall be effective unless 30 days prior written notice is given to Licensor. Licensee shall have the option, when permitted by law, to self-insure any or all of the foregoing risks, upon prior approval of Licensor, which approval shall not be unreasonably withheld.
- 18.4 Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interest. The above minimum coverages do not constitute limitations upon Licensor's liability.



- 18.5 Licensee shall promptly notify Licensor in writing of any and all claims for damages, including but not limited to damage to property, bodily injury or death of persons allegedly arising out of the involvement of Licensee's Attachments to any Pole.

## **SECTION 19. TAXES**

- 19.1 Licensee shall pay all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Licensee's business with regards to its Attachments, including, without limitation, all franchise, license, permit and other fees due to cities or other governmental entities.

## **SECTION 20. ASSIGNMENTS**

- 20.1 Licensee shall not, without prior written consent of Licensor, transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement. The foregoing notwithstanding, Licensee may transfer or assign the entire Agreement to any entity controlled by, controlling, or under common control with Licensee, or to any entity that acquires all or substantially all of Licensee's assets that are subject to this Agreement via a sale, merger, or other change in control of Licensee, without Licensor's consent, provided that Licensee provides advance written notice of such transfer or assignment. Where consent is required, Licensor shall not unreasonably withhold consent.
- 20.2 No permitted transfer, assignment, delegation or subletting by Licensee shall release or relieve Licensee of any of its obligations under this Agreement, and Licensee shall remain fully obligated and liable to Licensor under this Agreement unless and until Licensee's successor-in-interest assumes responsibility for any such obligations.
- 20.3 Licensor may transfer, assign or delegate any of its rights or obligations under this Agreement without consent of Licensee and shall provide written notice to Licensee 30 days in advance of any such transfer, assignment or delegation.
- 20.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

## **SECTION 21. APPLICABLE LAW**

- 21.1 This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas. The venue of any legal proceeding relative to this Agreement shall be in a court of competent jurisdiction in \_\_\_\_\_ County , Texas.

## **SECTION 22. ENTIRE AGREEMENT**

- 22.1 This Agreement and all Exhibits hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements,

negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters.

## SECTION 23. NOTICE

- 23.1 Any notice required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made by telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, electronic mailed or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective representative of the Parties below:

To Licensor: \_\_\_\_\_, Texas  
\_\_\_\_\_[Name]  
\_\_\_\_\_[Title]  
\_\_\_\_\_[Address]  
\_\_\_\_\_, TX \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_ - \_\_\_\_ ext \_\_\_\_  
(\_\_\_\_) \_\_\_\_ - \_\_\_\_ fax  
\_\_\_\_\_[email]

To Licensee: GVEC, Inc.  
Sean Alvarez  
Chief Operating Officer  
P.O. Box 118  
Gonzales, Texas 78629  
830-386-4421  
[salvarez@gvec.org](mailto:salvarez@gvec.org)

- 23.2 Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of receipt by the Party to whom such notice is addressed.

## SECTION 24. MODIFICATION AND WAIVER

- 24.1 Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by both of the Parties, unless such modification expressly provides otherwise.
- 24.2 No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, or failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement, shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but the same shall remain at all times in full force and effect.

## **SECTION 25. HEADINGS**

- 25.1 The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

## **SECTION 26. INTERPRETATION**

- 26.1 No provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by a court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured or dictated such provision.

## **SECTION 27. TERM**

- 27.1 This Agreement shall continue in force and effect for a period of 5 years from and after the Effective Date of this Agreement as stated above, and thereafter from year to year unless terminated by either Party by giving written notice of its intention to do so not less than 90 days prior to the end of any period. Licensee shall remove all its Attachments from Poles within 180 days after the effective date of termination.

## **SECTION 29. FORCE MAJEURE**

- 29.1 Neither Party shall be held liable for any delay or failure in performance of the Agreement by any Party from any cause beyond such Party's control and without its fault or negligence. The affected Party shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. The affected Party shall promptly notify the other Party in writing of any delay in performance under this section and its effect on performance required under this Agreement. The provisions of this section shall not relieve a Party from the obligation to make monetary payments to the other Party nor apply to delays resulting from the inability of a Party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

## **SECTION 30. EXISTING AGREEMENTS**

- 30.1 All existing Agreements between the parties hereto for the Joint Use of Poles are by mutual consent hereby abrogated and superseded by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above.

**CITY OF \_\_\_\_\_, TEXAS**

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

Name: \_\_\_\_\_

Title: MAYOR

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

**GVEC, INC.**

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

Signature

Name: Sean Alvarez

Title: Chief Operating Officer

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

## Exhibit "A"

### Permit Application

Licensee's Permit No. _____		Licensor's Permit No. _____	
Location/Exchange _____		Date _____, 20__.	
<p>In accordance with the terms and conditions of the Pole Attachment Agreement between Licensor and Licensee, _____ (Licensee's) application is hereby made for (placement) (removal) (modification) of Attachments on Poles as indicated below and on the attached drawing and/or map. I hereby certify that, upon final inspection of completed work, all Attachments fully comply with NESC (latest addition), NEC and OSHA, and no Attachments will be in violation of NESC, NEC or OSHA as the result of said Attachments.</p>			
Licensee: _____	Number of Poles	added _____	
By: _____		removed _____	
Title: _____		modified _____	
Telephone No. _____			
Engineer contact name _____		Telephone _____	

<p>Licensor (conditionally approves) (denies) Licensee's Permit Application to place Attachments on Licensor's Poles.</p>	
Licensor: _____	
By: _____	
Title: _____	
Telephone No. _____	
Date: _____	

<b>Construction Completion Notification</b>
All construction work has been completed and Attachments are ready for post-construction inspection.
Licensee: _____
Name: _____
Title: _____
Telephone No. _____
Date: _____

<p>Post-construction inspection has been completed and the status of this Permit Application is hereby changed from conditionally approved to approved.</p>
Licensor _____
Name: _____
Title: _____
Date: _____

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2023-65 Accepting the Proposals and Awarding the Contract for the 2022 Street Improvement Projects to Central Texas Site Prep, LLC.

**DATE: May 11, 2023**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The City of Gonzales had water and wastewater line replacements which left the streets listed below in disrepair. The City has received bids for the 2022 Street Improvement Projects. These plans include the reconstruction of Saint Lawrence Street from St. James Street to College Street and from Tinsley Creek to Hopkins Street in order to add parking at Lions Park. The project includes replacement of curb & gutter as needed, 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.

### **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 \$1,286,257.65 as the base contract amount depending on council decision on scope of project. The bid documents also included two alternate deductions for drainage improvements near and at the intersection of St. Paul Street to improve pedestrian and traffic safety. If these alternates are selected and these improvements removed from the contract, the fiscal impact could be reduced to \$1,044,235.85. In addition to the construction amount, the previously approved amounts of \$150,000 for engineering will bring the total fiscal impact to \$1,436,257.65. Funding for this project will come from ARPA funds in the amount of \$1,038,403.51 (\$935,130.24 plus \$86,502.84 left over from 15" Wastewater line ARPA repairs plus \$16,770.43 interest accrued as of 3/31/2023) and the remaining amount of \$397,854.14 will come from the water fund. Any interest accruing on the ARPA funds will be used to decrease the amount coming from the Water Fund. The account accrued interest in the amount of \$3,230.27 for the month of March. A budget amendment will have to be completed at a later date once the work is completed.

### **ATTACHMENTS:**

Bid tabulation

### **STAFF RECOMMENDATION:**

Staff respectfully recommends award of the entire contract in the amount of \$1,286,257.65.

## **RESOLUTION NO. 2023-65**

**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 CENTRAL TEXAS SITE PREP, LLC.; 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 March 23, 2023; and,

**WHEREAS**, the proposals were due to be received by the City of Gonzales on April 13, 2023 at 2:00 p.m.; and,

**WHEREAS**, proposals were received from, CK Newberry, LLC and Central Texas Site Prep, LLC, 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 Central Texas Site Prep, LLC who is the lowest responsible bidder with a base bid amount of \$1,286,257.65; and,

**WHEREAS**, the base bid amount is greater than the amount budgeted for this project, City Council may choose to accept deductive alternates in the bid documents to reduce the total contract amount to \$1,044,235.85; and,

**WHEREAS**, the City Council finds that entering into an agreement 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 awards the contract for the 2022 Street Improvement Projects to Central Texas Site Prep, LLC. and authorizes the City Manager to execute the agreement.

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

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

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

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

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

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

**PASSED AND APPROVED this 11<sup>th</sup> day of May, 2023.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary



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

**PROJECT NAME: 2022 STREET IMPROVEMENT PLANS**

**PROJECT MANAGER: TODD REMSCHEL**

**PRE-BID CONFERENCE DATE &  
TIME: NA**

**BID DATE & TIME:  
2:00 PM – April 13, 2023**

**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	Bid Alternate 1	Bid Alternate 2	Bid Bond
1	CK Newberry, LLC	\$1,582,942.00	\$85,050	\$57,200	X
2	Central Texas Site Prep	\$1,286,257.65	\$151,507.80	\$90,514.00	X
3					
4					
5					
6					
7					
8					
9					
10					

Recommendation:

## **COUNCIL AGENDA ITEM BRIEFING DATA**



**DATE: May 11, 2023**

**TYPE AGENDA ITEM:**  
Resolution

### **BACKGROUND:**

The Come and Take It Celebration is the largest event held in downtown Gonzales with over 5,000 participants daily. There are over 100 assorted merchant and food related vendors and carnival set-up around the squares and courthouse grounds for this event. Attendance for 2023 is anticipated to be approximately 10,000-15,000 participants and spectators. Gonzales Chamber of Commerce desires to enter into an agreement with the City of Gonzales to funding to operate this event.

This resolution will authorize the City Manager to negotiate and execute the agreement as outlined on Exhibit A, outlining the City's and Gonzales Chamber of Commerce responsibilities regarding the Come and Take It Celebration and authorizing in-kind contributions for said event.

The Come and Take It Committee submitted an application for funding in the amount of \$25,000.00. The Gonzales CVB met on April 20, 2023 and considered the application and voted unanimously to recommend to the City Council the request for funds in the amount of \$25,000.00.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

Gonzales Chamber of Commerce is requesting in-kind contributions from the city with an estimated value of \$20,380.84 as outlined on Exhibit B.

### **ATTACHMENTS:**

Exhibit A (Come and Take It Agreement)  
Exhibit B (In-Kind Services)

### **STAFF RECOMMENDATION:**

## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2023-66 Approving the Event; Application for funding to the Come & Take It Committee in the amount of \$25,000.00 in funding and Authorizing the City Manager to Negotiate and Execute an Agreement with Gonzales Chamber of Commerce for Funding the In-Kind contributions from the City of Gonzales for the Come and Take It Celebration on October 6, 7, 8, 2023

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

## **RESOLUTION NO. 2023-66**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE EVENT; APPLICATION FOR FUNDING TO THE COME & TAKE IT COMMITTEE IN THE AMOUNT OF \$25,000.00 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GONZALES CHAMBER OF COMMERCE FOR FUNDING THE IN-KIND CONTRIBUTIONS FROM THE CITY OF GONZALES FOR THE COME AND TAKE IT CELEBRATION ON OCTOBER 6, 7, 8, 2023; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, city staff received an event request from the Gonzales Chamber of Commerce for permission to close city streets, Independence Square and Texas Hero Square in order to hold the annual Come & Take It Celebration on October 6, 7, 8, of 2023; and

**WHEREAS**, Come & Take It Celebration is anticipating 10,000-15,000 participants and spectators in attendance; and,

**WHEREAS**, the Gonzales Chamber of Commerce, the event organizer of the Come & Take It Celebration is requesting the contribution of in-kind services towards the event; and

**WHEREAS**, City staff has completed a full analysis of the in-kind services and contributions that have been requested; and

**WHEREAS**, the total estimated in kind services of \$20,380.84 include but are not limited to payroll expenses for all departments involved, barricades, electricity, dumpsters, trash cans, electricity, water, traffic control plan, and inspections; and

**WHEREAS**, the Gonzales Convention and Visitor Bureau received an application from the Gonzales Chamber of Commerce for the amount of \$25,000.00; and recommended to fund \$25,000.00 to the Come & Take It Celebration; and

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

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

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

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

Section 1. The City Council of the City of Gonzales hereby approves the event and authorizes the City Manager to execute the Event Agreement attached hereto as Exhibit A, approving the in-kind contributions from the City with an estimated value of \$20,380.84 as outlined in Exhibit B and approves the Gonzales Convention and Visitor Bureau's recommendation to fund \$25,000 to the Gonzales Chamber of Commerce for advertising and other costs to be expended in conformance with Texas Tax Code Section 351.001.

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

Section 3. The Gonzales Chamber of Commerce shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.

Section 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 11<sup>th</sup> day of May, 2023.**

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Mayor, S.H. Sucher

ATTEST:

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Kristina Vega, City Secretary

## **COME AND TAKE IT EVENT AGREEMENT**

This event agreement (“Agreement”) is entered into by and between City of Gonzales (City) and Gonzales Chamber of Commerce for the Come and Take It Celebration

### **RECITALS**

**WHEREAS**, Come and Take It Event is the largest event held in downtown Gonzales with over 5,000 participants daily; and,

**WHEREAS**, the event will take place on October 6-8, 2023 in downtown Gonzales; and,

**WHEREAS**, the Come and Take It Event celebrates the culture and history of Gonzales and serves a public purpose in educating the citizens and visitors about the history of this region of Texas; and

**WHEREAS**, there were 100’s of vendor booths and carnival set-up around the squares and courthouse grounds for this event in 2022; and

**WHEREAS**, the Gonzales Chamber of Commerce desires to enter into an agreement for the event to be held October 6-8, 2023

**WHEREAS**, the Gonzales Chamber of Commerce is requesting the contribution of in-kind services towards the event; and

**WHEREAS**, City staff has completed a full analysis of the in-kind services and contributions that the Gonzales Chamber of Commerce has requested; and

**WHEREAS**, the total estimated in kind services of \$20,380.84 include, but are not limited to payroll expenses for all departments involved, barricades, electricity, dumpsters, trash cans, water, traffic control plan, inspections, portable toilets and security; and

**WHEREAS**, the Gonzales Convention and Visitor Bureau received an application from the Gonzales Chamber of Commerce for funding in the amount of \$25,000.00; and the Gonzales Convention and Visitor’s Bureau recommended to fund \$25,000.00 to the Come and Take It Celebration; and

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

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

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

## **I. TERMS**

### **The City of Gonzales shall provide the following:**

- 1) \$25,000.00 of Hotel/Motel tax to support promotion and other allowable expenditures of the Event. Invoices and cancelled checks/credit card receipts for \$25,000.00 must be submitted by the Gonzales Chamber of Commerce before September 30, 2024, the end of the Fiscal year, providing 10 business days for staff to review, confirm or seek further information from the Gonzales Chamber of Commerce. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds to the Gonzales Chamber of Commerce.
- 2) In-kind services contributed from the city with an estimated value of \$20,380.84 as outlined on Exhibit A attached.
- 3) The City of Gonzales to provide a traffic control plan approved by Gonzales Police Chief Autry.
- 4) The City of Gonzales shall walk the event grounds with Chamber staff at least 30 days prior to the event to identify holes, potholes, tripping, and other pedestrian hazards and shall fill and/or repair identified hazards prior to the start of the event.

### **Gonzales Chamber of Commerce shall:**

- 1) Provide City with written post event report within 60 days after event
- 2) Provide City with copies of advertisements (or other proof of promotion, such as expos), cancelled checks and invoices in the amount of \$25,000.00 (or greater, if Gonzales Chamber of Commerce so desires) before September 30, 2024, for timely reimbursement. Invoices and cancelled checks/credit card receipts must be submitted by Gonzales Chamber of Commerce, allowing 10 business days for staff to review, confirm or seek further information from Gonzales Chamber of Commerce. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
- 3) 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 Come and Take It Celebration, using the facilities, or any and all other persons which arise from, or in any manner grow out of, any act or neglect on or about the event facility by the individuals using the facility, participating in or attending the event, guests or invitees.
- 4) Provide Liability Insurance coverage as described in Exhibit B.



- 5) Gonzales Chamber of Commerce 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) Provide a verifiable summary of hotel nights attributable to the event.

## **II. GOVERNING LAW**

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

## **III. NON-ASSIGNMENT**

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

## **IV. SEVERABILITY**

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

## **V. RELATIONSHIP OF PARTIES**

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

## **VI. RIGHT TO AUDIT**

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

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

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City Manager  
City of Gonzales

Dated: \_\_\_\_\_

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Representative  
Gonzales Chamber of Commerce

Dated: \_\_\_\_\_

Come and Take It City of Gonzales In-Kind Services 2023				OT
	Quantity	Unit Price	Value	
<b>Police Patrol</b>				
2-Lieutenant, 3-Sergeant, 1-Investigator, 5-Patrol Officer	11 employees @ 6 hours	\$ 42.26	\$ 2,788.90	
Payroll Expenses (FICA, Retirement, Workers' Comp)			\$ 552.91	
<i>Police Department Total</i>			<b>\$ 3,341.81</b>	
<b>Electric Department</b>				
6 men 32 hours setting up & taking down-GVEC rates	6 at 32 hours			
1 Crew Leader	32	\$ 55.25	\$ 1,768.00	
2 Lineman	32	\$ 41.00	\$ 2,624.00	
3 Apprentice	32	\$ 27.64	\$ 2,653.44	
2 men 2 hours putting up and taking down banner	2 at 2 hours			
1 Crew Leader	2	\$ 55.25	\$ 110.50	
1 Apprentice	2	\$ 27.64	\$ 55.28	
<i>Electric Department Total</i>			<b>\$ 7,211.22</b>	
<b>Street Department</b>				
Day before tent setup 3 employees block off square	1	\$ 22.64	\$ 67.92	
Thursday 5 employees gathering and preparing barricades	4	\$ 22.64	\$ 452.82	
Friday 5 employees 8 hours putting out barricades	8	\$ 22.64	\$ 905.65	
Saturday 4 employees 7 hours parade barricades	7	\$ 33.96	\$ 950.93	OT
Sunday 4 employees 2.5 hours to open streets up	2.5	\$ 33.96	\$ 339.62	OT
Monday 5 employees 8 hours pickup	8	\$ 22.64	\$ 905.65	
Payroll Expenses (FICA, Retirement, Workers' Comp)			\$ 780.86	
<i>Street Department Total</i>			<b>\$ 4,403.44</b>	
<b>Parks and Recreation Department</b>				
Friday 7 employees 8 hours	7 @ 8	\$ 20.18	\$ 807.20	
Monday 7 employees 8 hours	7 @ 8	\$ 20.18	\$ 807.20	
Payroll Expenses (FICA, Retirement, Workers' Comp)			\$ 312.68	
<i>Parks and Rec Total</i>			<b>\$ 1,927.08</b>	
<b>Building and Fire Marshal</b>				
Inspections on carnival, tents & food vendors/trucks				
Building Official	17.5	\$ 45.00	\$ 787.50	
Inspectors - Code Compliance Officer & Building Inspector	17.5	\$ 21.25	\$ 743.75	
1 Fire Inspector	17.5	\$ 32.43	\$ 567.53	
Payroll Expenses (FICA, Retirement, Workers' Comp)			\$ 375.33	
			<b>\$ 2,474.10</b>	
<b>Other Expenses</b>				
Permit for each tent	2	\$ 100.00	\$ 200.00	
40 Yard Roll Off	1		\$ 554.44	
Electrical Power Costs: 900 KWH with fuel charge	900 KWH	\$ 0.1390	\$ 125.14	
Water Usage Estimate: 10K	10 K	\$14.36 bulk	\$ 143.60	
<i>Other Expenses Total</i>			<b>\$ 1,023.18</b>	
<b>Total</b>			<b>\$ 20,380.84</b>	

2022

		Pay	Fica	Retirement	Workers Comp	Total	Payroll Expenses
Police Department	\$	2,788.90	\$ 213.35	\$ 272.20	\$ 67.36	\$ 3,341.81	\$ 552.91
Electric	\$	7,211.22	\$ -	\$ -		\$ 7,211.22	\$ -
Street Department	\$	3,622.58	\$ 277.13	\$ 353.56	\$ 150.17	\$ 4,403.44	\$ 780.86
Parks Department	\$	1,614.40	\$ 123.50	\$ 157.57	\$ 31.62	\$ 1,927.08	\$ 312.68
Code Dept.	\$	2,098.78	\$ 160.56	\$ 204.84	\$ 9.93	\$ 2,474.10	\$ 375.33
						<u>\$ 19,357.66</u>	<u>\$ 2,021.78</u>

# 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**



<b>EVENT NAME</b>		<u>Come and Take It</u>	
<b>HOST ORGANIZATION</b>		<u>Gonzales Chamber of Commerce</u>	
<b>CONTACT NAME</b>		<u>Melissa Henderson, Executive Director</u>	
<b>CONTACT CELL PHONE</b>		<u>830-339-9139</u>	
<b>EVENT DATE</b>		<u>October 6,7,8th 2023</u>	
<b>EVENT START TIME</b> <u>6:00PM</u>		<b>EVENT END TIME</b> <u>5:00PM</u>	
<b>EVENT LOCATION</b>		<u>Downtown Gonzales, Texas</u>	
<b>HOLIDAY CELEBRATED</b>	<u>Y</u> <u>x</u> <u>N</u> <u>x</u>	<b>HOLIDAY:</b> _____	
<b>CITY COUNCIL APPROVAL REQUIRED</b>	<u>Y</u> <u>x</u> <u>N</u> _____	<b>MEETING DATE:</b> <u>April 2023</u>	
<b>POLICE/FIRE/EMS DEPARTMENT</b>			
<b>ATTENDANCE ESTIMATE</b>		<u>15,600</u>	
<b>MUSIC</b>	<u>Y</u> <u>x</u> <u>N</u> _____	<b>LIVE</b> <u>x</u> <u>DJ</u> _____	
<b>FOOD</b>	<u>Y</u> <u>x</u> <u>N</u> _____		
<b>ALCOHOL</b>	<u>Y</u> <u>x</u> <u>N</u> _____	<b>RESPONSIBLE PARTY</b> <u>Gonzales Chamber of Commerce</u>	
<b>MOTORIZED VEHICLES</b>	<u>Y</u> <u>x</u> <u>N</u> _____	<b>PARADE</b> <u>Y</u> <b>SHOW</b> <u>Y</u>	
<b>PUBLIC OR PRIVATE EVENT</b>		<u>Public</u>	
<b>SECURITY</b>	<u>Y</u> <u>x</u> <u>N</u> _____	<b># OFFICERS NEEDED</b> <u>(Call 672-8686 for costs)</u>	
<b>ELECTRIC DEPARTMENT</b>			
<b>ADDITIONAL LIGHTING</b>		<u>Y</u> <u>x</u> <u>N</u> _____	
<b>NUMBER OF OUTLETS NEEDED</b>		<u>TBD</u>	
<b>AMPS/WATTS NEEDED</b>		<u>TBD</u>	
<b>TENT</b>	<u>Y</u> <u>x</u> <u>N</u> _____	<b>SET UP DAY/TIME</b>	<u>9/30/23</u>
<b>TENT SIZE:</b>	<u>60x150, 100x180</u>	<b>TAKE DOWN DAY/TIME</b>	<u>10/11/23</u>
<b>STREETS DEPARTMENT</b>			
<b>STREETS AFFECTED</b>		<u>Y</u> <u>x</u> <u>N</u> _____ <u>See attached map</u>	
<b>BARRICADES NEEDED (max 12)</b>		<u>Y</u> <u>x</u> <u>N</u> _____ <u>See map. Cattle panels also used.</u>	
<b>CONES NEEDED (max 48)</b>		<u>Y</u> <u>x</u> <u>N</u> _____ <u>Saturday for parade.</u>	
<b>STREETS TO BE CLOSED</b>		<u>Y</u> <u>x</u> <u>N</u> _____ <u>Times vary starting on 10/6/23</u>	
<b>SET UP TIME</b>		<u>Time will vary starting on 10/6/23</u>	
<b>TAKE DOWN TIME</b>		<u>8:00AM Street closures will be in phases throughout</u>	
<b>COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)</b>			
<b>NUMBER OF TRASH CANS</b>		<u>25</u> (max 25)	
<b>SET UP TIME</b>		<u>Thursday prior to event</u>	
<b>TAKE DOWN TIME</b>		<u>Monday following event</u>	
<b>FOR INFORMATION CONTACT</b>		<b>Kristina Vega, CITY SECRETARY</b>	
<b>(830) 672-2815- City Hall</b>		<b>citysecretary@gonzales.texas.gov</b>	
<b>(830) 672-2813- Fax</b>			

## Insurance

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

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

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

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

The following types and amount of insurance are required:

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

## Indemnity

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

## Notification

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

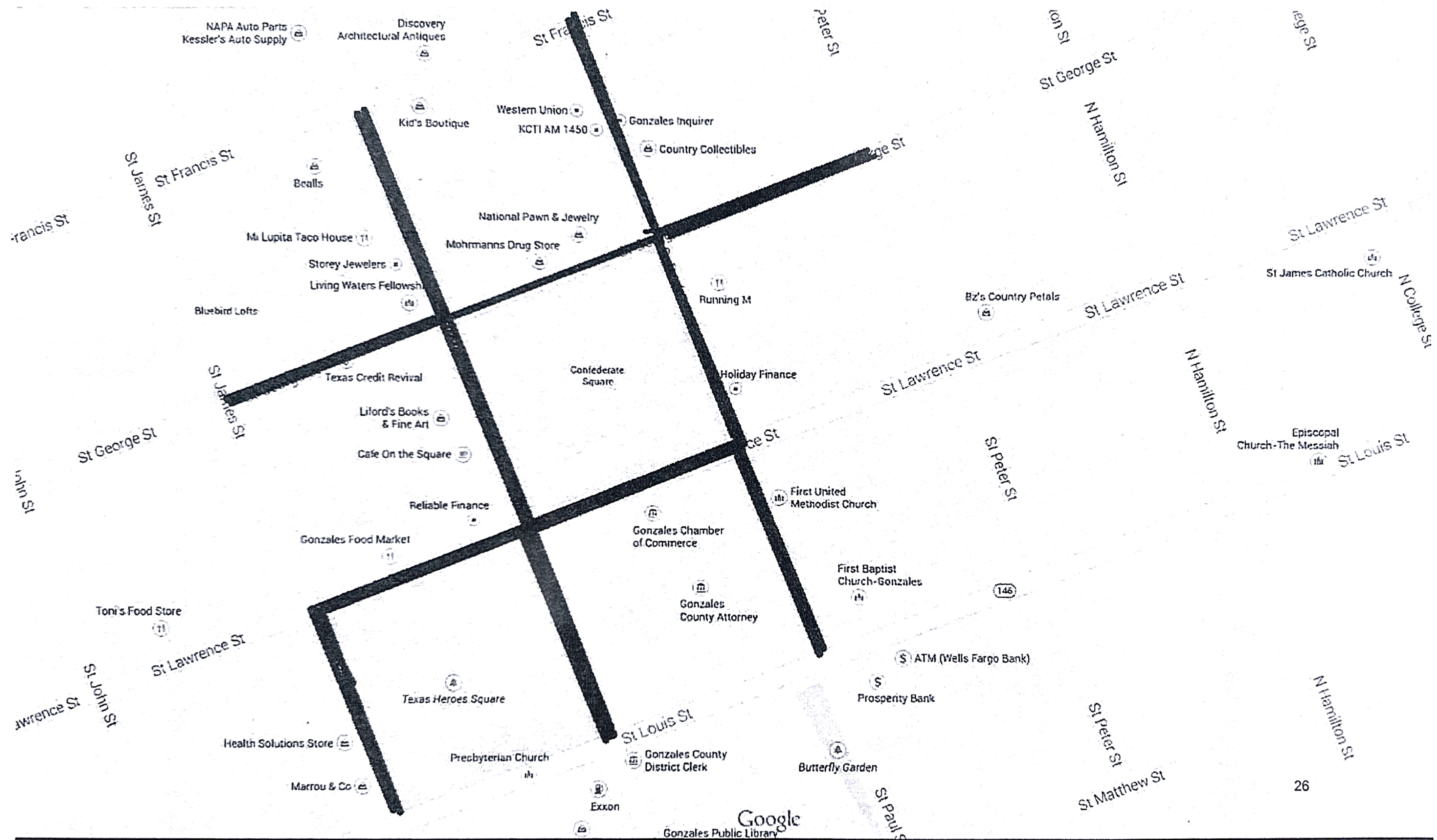
Melissa Henderson, ES

AUTHORIZED SIGNATURE











FINANCIAL REPORTS FOR FUNDS AS OF 04/30/2023

CASH & INVESTMENT BY FUND AS OF 04/30/2023

QUARTERLY INVESTMENT REPORT ENDING 3/31/2023

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

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CASH

100 1-001.000	CASH - GENERAL FUND	715,187.63	
100 1-001.501	CASH-GENERAL FUND RBFCU	62,580.95	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	133,494.19	
100 1-101.506	CASH- PEG FRANCHISE ACTIVITIES	134,029.07	

TOTAL CASH		1,045,291.84	
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INVESTMENTS

100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		226,753.87
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		25,646.47

TOTAL INVESTMENTS			252,400.34
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POOLED INVESTMENTS

100 1-104.002	TEXPOOL- GENERAL FUND		2,416,803.40
100 1-104.003	TEXPOOL-CLFRF PART II - ARPA		826,150.67

TOTAL POOLED INVESTMENTS			3,242,954.07
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TOTAL 100-GENERAL FUND		1,045,291.84	3,495,354.41
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203-JB WELLS FUND

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CASH

203 1-001.000	CASH - JB WELLS	( 65,822.46)	
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TOTAL CASH		( 65,822.46)	
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TOTAL 203-JB WELLS PARK FUND		( 65,822.46)	0.00
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210-ELECTRIC FUND

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CASH

210 1-001.000	CASH - ELECTRIC FUND	197,292.68	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	174,863.00	

TOTAL CASH		372,155.68	
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## CASH &amp; INVESTMENTS BY FUND

AS OF: APRIL 30TH, 2023

APRIL 30TH, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
210 1-103.410	CERT OF DEP - SOUTH STAR BANK		283,276.06
	TOTAL INVESTMENTS		283,276.06
<u>POOLED INVESTMENTS</u>			
210 1-104.002	TEXPOOL- ELECTRIC FUND		1,784,302.02
	TOTAL POOLED INVESTMENTS		1,784,302.02
	TOTAL 210-ELECTRIC FUND	372,155.68	2,067,578.08
<u>220-WATER FUND</u>			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	292,862.93	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	30,243.00	
	TOTAL CASH	323,105.93	
<u>POOLED INVESTMENTS</u>			
220 1-104.002	TEXPOOL- WATER FUND		1,949,856.11
220 1-104.103	TEXPOOL - CO SERIES 2019		0.00
	TOTAL POOLED INVESTMENTS		1,949,856.11
	TOTAL 220-WATER FUND	323,105.93	1,949,856.11
<u>230-WASTEWATER FUND</u>			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	( 29,533.59)	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	300.00	
	TOTAL CASH	( 29,233.59)	
<u>INVESTMENTS</u>			
230 1-103.411	CERT. OF DEP - SOUTH STAR BANK		285,073.72
	TOTAL INVESTMENTS		285,073.72
<u>POOLED INVESTMENTS</u>			
230 1-104.002	TEXPOOL- WASTEWATER FUND		924,659.01
230 1-104.003	TEXPOOL-CLFRE PART I -ARPA W/W		196,386.44
230 1-104.102	CASH - CO SERIES 2019		0.00
	TOTAL POOLED INVESTMENTS		1,121,045.45
	TOTAL 230-WASTEWATER FUND	( 29,233.59)	1,406,119.17

## CASH &amp; INVESTMENTS BY FUND

AS OF: APRIL 30TH, 2023

APRIL 30TH, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
240-SOLID WASTE			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	127,017.28	
		-----	
	TOTAL CASH	127,017.28	
		-----	-----
	TOTAL 240-SOLID WASTE FUND	127,017.28	0.00
<hr/>			
250-DSF PROPRIETARY			
=====			
<u>CASH</u>			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	
		-----	
	TOTAL CASH	0.00	
		-----	-----
	TOTAL 250-DSF PROPRIETARY	0.00	0.00
<hr/>			
300-CAPITAL PROJECTS-BUS			
=====			
<u>CASH</u>			
300 1-001.000	CASH CONTROL - CAPITAL PROJ	0.00	
300 1-101.301	BOND - CIP	0.00	
		-----	
	TOTAL CASH	0.00	
<hr/>			
<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		0.00
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		0.00
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		0.00
			-----
	TOTAL POOLED INVESTMENTS		0.00
		-----	-----
	TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	0.00
<hr/>			
400-DSF GOVERNMENTAL ACTI			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	438,889.78	
		-----	
	TOTAL CASH	438,889.78	
		-----	-----
	TOTAL 400-DSF GOVERNMENT ACTIVITIES	438,889.78	0.00

## CASH &amp; INVESTMENTS BY FUND

AS OF: APRIL 30TH, 2023

APRIL 30TH, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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## 500-HOTEL/MOTEL FUND

=====

## CASH

500 1-001.000	CASH - CONTROL ACCT	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	774,532.91	
500 1-001.503	CASH - MUSEUM FUNDS	0.00	
500 1-001.504	CASH - FORFEITURES	0.00	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	0.00	
500 1-001.506	CASH - MUN CRT SECURITY	0.00	
500 1-001.507	CASH - MUN CRT TECH	0.00	
500 1-001.508	CASH - SPECIAL EXPENSE	0.00	
500 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	0.00	

TOTAL CASH		774,532.91	
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TOTAL 500-HOTEL/MOTEL FUND		774,532.91	0.00
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## 501-MEMORIAL MUSEUM FUND

=====

## CASH

501 1-001.000	CASH - CONTROL ACCT.	0.00	
501 1-001.503	CASH - MUSEUM FUNDS	9,102.25	

TOTAL CASH		9,102.25	
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TOTAL 501-MEMORIAL MUSEUM FUND		9,102.25	0.00
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## 502-FORFEITURES

=====

## CASH

502 1-001.000	CASH - CONTROL ACCOUNT	0.00	
502 1-001.504	CASH - FORFEITURES FEDERAL	34,335.19	
502 1-001.505	CASH-FORFEITURES -STATE	2,143.20	

TOTAL CASH		36,478.39	
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TOTAL 502-FORFEITURE FUND		36,478.39	0.00
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## 503-MUNICIPAL COURT

=====

## CASH &amp; INVESTMENTS BY FUND

AS OF: APRIL 30TH, 2023

APRIL 30TH, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>CASH</u>			
503 1-001.000	CASH - CONTROL ACCOUNT	0.00	
503 1-001.505	CASH - MUN CRT CHILD SAFETY	5,517.43	
503 1-001.506	CASH - MUN CRT SECURITY	21,527.08	
503 1-001.507	CASH - MUN CRT TECH	1,025.88	
503 1-001.508	CASH - SPECIAL EXPENSE	3,170.26	
		-----	
TOTAL CASH		31,240.65	
		-----	
TOTAL 503-MUNICIPAL COURT		31,240.65	0.00

## 504-ROBERT L. BROTHERS

=====

<u>CASH</u>			
504 1-001.000	CASH - CONTROL ACCOUNT	0.00	
504 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	52,559.33	
		-----	
TOTAL CASH		52,559.33	
		-----	
TOTAL 504-ROBERT LEE BROTHERS FUND		52,559.33	0.00

## 575-CAPITAL PROJECTS-GOV

=====

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

## 700-COMPONENT UNIT

=====

<u>CASH</u>			
700 1-001.000	CASH -CONTROL ACCOUNT	( 1,118.08)	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,169,145.26	
		-----	
TOTAL CASH		2,168,027.18	

## CASH &amp; INVESTMENTS BY FUND

AS OF: APRIL 30TH, 2023

APRIL 30TH, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
700 1-103.413	CERT OF DEPOSIT -FNB GONZALES		1,000,000.00
TOTAL INVESTMENTS			1,000,000.00
<u>POOLED INVESTMENTS</u>			
700 1-104.001	TEXPOOL - ECONOMIC DEVELOPMENT		500,000.00
TOTAL POOLED INVESTMENTS			500,000.00
TOTAL 700-GONZALES ECONOMIC DEV		2,168,027.18	1,500,000.00
FUND TOTAL OTHER INVESTMENTS			1,820,750.12
FUND TOTAL POOLED INVESTMENTS			8,598,157.65
TOTAL CASH AND INVESTMENTS		5,283,345.17	10,418,907.77
*** END OF REPORT ***			

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2023

## 100-GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
401-TAX REVENUE	2,949,856.00	175,567.74	2,125,927.20	72.07	0.00	823,928.80
402-FRANCHISE REVENUE	1,995,900.00	3,842.79	877,456.03	43.96	0.00	1,118,443.97
403-LICENSE/FEE/PERMITS	92,270.00	2,813.14	52,523.59	56.92	0.00	39,746.41
404-PARKS FEES REVENUE	293,310.00	54,569.84	205,969.19	70.22	0.00	87,340.81
405-MUNICIPAL COURT REVENUE	58,075.00	6,354.84	33,117.68	57.03	0.00	24,957.32
406-MISCELLANEOUS REVENUE	787,958.00	34,870.03	602,282.15	76.44	0.00	185,675.85
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	20,000.00	0.00	83,103.07	415.52	0.00	( 63,103.07)
409-OTHER FINANCING REVENUE	1,011,696.90	7,870.00	24,041.00	2.38	0.00	987,655.90
410-TRANSFERS	2,832,618.00	205,718.16	1,573,282.12	55.54	0.00	1,259,335.88
*** TOTAL REVENUES ***	10,041,683.90	491,606.54	5,577,702.03	55.55	0.00	4,463,981.87
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTMENT	84,966.00	5,063.18	35,878.11	42.23	0.00	49,087.89
102-CITY MANAGER DEPARTMENT	198,872.50	12,837.91	86,848.57	43.67	0.00	112,023.93
103-COMMUNITY DEVELOPMENT	159,291.00	4,353.05	78,708.57	49.41	0.00	80,582.43
104-NON-DEPARTMENTAL	988,964.82	10,297.03	368,552.72	37.27	0.00	620,412.10
105-MAIN STREET DEPARTMENT	119,785.00	8,676.57	67,168.25	63.59	9,000.00	43,616.75
107-BUILDING MAINTENANCE	280,421.00	15,013.76	142,419.22	50.79	0.00	138,001.78
108-CITY SECRETARY DEPARTMENT	186,150.00	10,855.57	99,565.85	53.49	0.00	86,584.15
109-FINANCE DEPARTMENT	311,672.50	17,904.96	167,207.39	53.65	0.00	144,465.11
201-PARKS DEPARTMENT	730,292.00	41,277.09	394,448.75	54.01	0.01	335,843.24
202-SWIMMING POOL DEPARTMENT	28,425.00	1,705.60	2,191.34	7.71	0.00	26,233.66
204-RECREATION DEPARTMENT	18,314.00	0.00	263.00	1.44	0.00	18,051.00
206-INDEPENDENCE GOLF COURSE	301,199.00	13,340.44	148,890.90	49.43	0.00	152,308.10
301-FIRE DEPARTMENT	1,579,550.00	80,953.81	763,166.94	50.75	38,485.92	777,897.14
501-POLICE DEPARTMENT	2,821,763.00	164,136.69	1,552,568.04	55.97	26,883.00	1,242,311.96
504-ANIMAL CONTROL DEPARTMENT	200,498.64	12,584.25	97,596.96	48.68	0.00	102,901.68
550-MUNICIPAL COURT DEPARTMENT	113,216.00	6,218.29	61,923.50	54.70	0.00	51,292.50
602-AIRPORT DEPARTMENT	130,820.00	1,245.40	32,865.36	25.12	0.00	97,954.64
603-STREETS DEPARTMENT	1,466,829.07	27,020.47	752,614.22	51.33	297.82	713,917.03
650-LIBRARY DEPARTMENT	310,366.00	19,009.86	175,130.63	56.43	0.00	135,235.37
660-MUSEUM DEPARTMENT	98,085.00	8,163.13	54,006.33	55.06	0.00	44,078.67
*** TOTAL EXPENDITURES ***	10,129,480.53	460,657.06	5,082,014.65	50.91	74,666.75	4,972,799.13
** REVENUES OVER (UNDER) EXPENDITURES **	( 87,796.63)	30,949.48	495,687.38	479.54	( 74,666.75)	( 508,817.26)



C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2023

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	754,150.00	67,994.50	307,548.67	40.78	0.00	446,601.33
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	754,150.00	67,994.50	307,548.67	40.78	0.00	446,601.33
EXPENDITURE SUMMARY						
203-JB WELLS PARK	935,649.00	60,746.50	355,432.28	37.99	( 0.01)	580,216.73
*** TOTAL EXPENDITURES ***	935,649.00	60,746.50	355,432.28	37.99	( 0.01)	580,216.73
** REVENUES OVER(UNDER) EXPENDITURES **	( 181,499.00)	7,248.00	( 47,883.61)	26.38	0.01	( 133,615.40)

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2023

## 210-ELECTRIC FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
710-ELECTRIC DEPARTMENT	10,880,143.00	822,332.88	5,733,074.88	52.69	0.00	5,147,068.12
750-REVENUE COLLECTION	279,802.00	1,683.31	139,871.28	49.99	0.00	139,930.72
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	11,159,945.00	824,016.19	5,872,946.16	52.63	0.00	5,286,998.84
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,706,897.00	214,194.91	5,517,596.87	56.25	504,814.42	4,684,485.71
750-REVENUE COLLECTIONS	304,792.00	17,341.10	157,722.06	51.75	0.00	147,069.94
809-HYDRO PLANT CONST.	146,000.00	0.00	123,500.00	84.59	0.00	22,500.00
*** TOTAL EXPENDITURES ***	11,157,689.00	231,536.01	5,798,818.93	56.50	504,814.42	4,854,055.65
** REVENUES OVER(UNDER) EXPENDITURES **	2,256.00	592,480.18	74,127.23	90.74	( 504,814.42)	432,943.19

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 : A P R I L 3 0 T H , 2 0 2 3

## 220-WATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
720-WATER PRODUCTION DEPT	3,108,450.00	226,585.11	1,533,601.69	49.34	0.00	1,574,848.31
*** TOTAL REVENUES ***	3,108,450.00	226,585.11	1,533,601.69	49.34	0.00	1,574,848.31
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,333,971.00	101,085.01	1,709,218.81	74.40	27,202.86	597,549.33
*** TOTAL EXPENDITURES ***	2,333,971.00	101,085.01	1,709,218.81	74.40	27,202.86	597,549.33
** REVENUES OVER (UNDER) EXPENDITURES **	774,479.00	125,500.10	( 175,617.12)	26.19-	( 27,202.86)	977,298.98

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2023

## 230-WASTEWATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,775,500.00	149,569.19	909,538.25	51.23	0.00	865,961.75
731-W/W GRANT PROJECTS	0.00	198,826.03	204,125.27	0.00	0.00	( 204,125.27)
*** TOTAL REVENUES ***	1,775,500.00	348,395.22	1,113,663.52	62.72	0.00	661,836.48
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,663,508.00	45,663.29	794,570.88	48.57	13,338.00	855,599.12
731-W/W GRANT PROJECTS	0.00	0.00	444,356.14	0.00	0.00	( 444,356.14)
*** TOTAL EXPENDITURES ***	1,663,508.00	45,663.29	1,238,927.02	75.28	13,338.00	411,242.98
** REVENUES OVER(UNDER) EXPENDITURES **	111,992.00	302,731.93	( 125,263.50)	123.76-	( 13,338.00)	250,593.50

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 : A P R I L 3 0 T H , 2 0 2 3

## 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	832,350.00	70,819.06	488,272.53	58.66	0.00	344,077.47
*** TOTAL REVENUES ***	832,350.00	70,819.06	488,272.53	58.66	0.00	344,077.47
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	832,217.00	8,473.50	446,278.10	54.39	6,385.54	379,553.36
*** TOTAL EXPENDITURES ***	832,217.00	8,473.50	446,278.10	54.39	6,385.54	379,553.36
** REVENUES OVER(UNDER) EXPENDITURES **	133.00	62,345.56	41,994.43	773.60	( 6,385.54)	( 35,475.89)

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2023

## 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.	818,613.00	0.00	805,409.66	98.39	0.00	13,203.34
*** TOTAL REVENUES ***	818,613.00	0.00	805,409.66	98.39	0.00	13,203.34
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	815,613.00	0.00	647,612.50	79.40	0.00	168,000.50
*** TOTAL EXPENDITURES ***	815,613.00	0.00	647,612.50	79.40	0.00	168,000.50
** REVENUES OVER (UNDER) EXPENDITURES **	3,000.00	0.00	157,797.16	259.91	0.00	( 154,797.16)

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2023

500-HOTEL/MOTEL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
811-HOTEL/MOTEL	354,400.00	54,801.89	218,581.71	61.68	0.00	135,818.29
*** TOTAL REVENUES ***	354,400.00	54,801.89	218,581.71	61.68	0.00	135,818.29
EXPENDITURE SUMMARY						
811-HOTEL MOTEL	524,026.00	19,750.26	239,344.94	45.67	0.00	284,681.06
*** TOTAL EXPENDITURES ***	524,026.00	19,750.26	239,344.94	45.67	0.00	284,681.06
** REVENUES OVER(UNDER) EXPENDITURES **	( 169,626.00)	35,051.63	( 20,763.23)	12.24	0.00	( 148,862.77)

C I T Y O F G O N Z A L E S  
 FINANCIAL STATEMENT  
 AS OF: APRIL 30TH, 2023

## 501-MEMORIAL MUSEUM FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
812-MEMORIAL MUSEUM	2,400.00	1.45	2,345.44	97.73	0.00	54.56
*** TOTAL REVENUES ***	2,400.00	1.45	2,345.44	97.73	0.00	54.56
EXPENDITURE SUMMARY						
812-MEMORIAL MUSEUM	4,000.00	0.00	0.00	0.00	0.00	4,000.00
*** TOTAL EXPENDITURES ***	4,000.00	0.00	0.00	0.00	0.00	4,000.00
** REVENUES OVER(UNDER) EXPENDITURES **	( 1,600.00)	1.45	2,345.44	146.59-	0.00	( 3,945.44)



C I T Y O F G O N Z A L E S  
 FINANCIAL STATEMENT  
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## 502-FORFEITURE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
-----						
REVENUE SUMMARY						
813-FORFEITURES	110.00	557.21	15,147.92	770.84	0.00	( 15,037.92)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	110.00	557.21	15,147.92	770.84	0.00	( 15,037.92)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
813-FORFEITURES	20,500.00	0.00	3,175.00	43.86	5,816.38	11,508.62
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	20,500.00	0.00	3,175.00	43.86	5,816.38	11,508.62
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	( 20,390.00)	557.21	11,972.92	30.19-	( 5,816.38)	( 26,546.54)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2023

503-MUNICIPAL COURT

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
814-MUNICIPAL COURT	1,720.00	256.82	1,557.20	90.53	0.00	162.80
*** TOTAL REVENUES ***	1,720.00	256.82	1,557.20	90.53	0.00	162.80
EXPENDITURE SUMMARY						
814-MUNICIPAL COURT	14,927.00	47.65	4,303.60	28.83	0.00	10,623.40
*** TOTAL EXPENDITURES ***	14,927.00	47.65	4,303.60	28.83	0.00	10,623.40
** REVENUES OVER (UNDER) EXPENDITURES ** (	13,207.00)	209.17	( 2,746.40)	20.80	0.00	( 10,460.60)

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: APRIL 30TH, 2023

504-ROBERT LEE BROTHERS FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
815-ROBERT L BROTHERS	380.00	0.00	6,353.74	672.04	0.00	( 5,973.74)
*** TOTAL REVENUES ***	380.00	0.00	6,353.74	672.04	0.00	( 5,973.74)
EXPENDITURE SUMMARY						
815-ROBERT LEE BROTHERS	52,200.00	45.66	23,993.55	45.96	0.00	28,206.45
*** TOTAL EXPENDITURES ***	52,200.00	45.66	23,993.55	45.96	0.00	28,206.45
** REVENUES OVER(UNDER) EXPENDITURES **	( 51,820.00)	( 45.66)	( 17,639.81)	34.04	0.00	( 34,180.19)

C I T Y O F G O N Z A L E S  
 FINANCIAL STATEMENT  
 AS OF: APRIL 30TH, 2023

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	1,000,795.00	81,456.10	657,656.89	65.71	0.00	343,138.11
*** TOTAL REVENUES ***	1,000,795.00	81,456.10	657,656.89	65.71	0.00	343,138.11
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	2,083,488.00	113,348.48	659,448.59	31.65	0.00	1,424,039.41
*** TOTAL EXPENDITURES ***	2,083,488.00	113,348.48	659,448.59	31.65	0.00	1,424,039.41
** REVENUES OVER (UNDER) EXPENDITURES **	( 1,082,693.00)	( 31,892.38)	( 1,791.70)	0.17	0.00	( 1,080,901.30)

CITY OF GONZALES PORTFOLIO  
QUARTERLY REPORT FOR THE PERIOD ENDING  
3/31/2023

Description	Yield Rate	Purchase / Renewal Date	Maturity Date	Book Value 12/31/22	Market Value 12/31/22	Accrued Interest 12/31/22	Book Value 03/31/23	Market Value 03/31/23	Accrued Interest 03/31/23
<u>Investment Pools</u>									
Texpool -General Fund	N/A	N/A	N/A	2,689,647.84	2,689,647.84	-	2,416,803.40	2,416,803.40	-
Texpool -Electric Fund	N/A	N/A	N/A	2,014,115.90	2,014,115.90	-	1,784,302.02	1,784,302.02	-
Texpool -Water Fund	N/A	N/A	N/A	1,928,617.72	1,928,617.72	-	1,949,856.11	1,949,856.11	-
Texpool -Wastewater Fund	N/A	N/A	N/A	914,587.36	914,587.36	-	924,659.01	924,659.01	-
Texpool -Coronavirus Local Fiscal Recovery	N/A	N/A	N/A	1,032,431.76	1,032,431.76	-	1,023,787.11	1,023,787.11	-
Texpool -Cert. of Obligation 2019	N/A	N/A	N/A	0.00	0.00	-	0.00	0.00	-
RBFCU - Savings Account	N/A	N/A	N/A	62,534.68	62,534.68	-	62,580.95	62,580.95	-
<u>Certificates of Deposit</u>									
General Fund - (RBFCU) 100-1-103.410	0.750%	3/19/2022	3/18/2024	226,335.05	226,335.05	427.33	226,753.87	226,753.87	418.82
Electric Fund - (SSB) 210-1-103.410	0.600%	12/11/2021	12/11/2023	282,857.59	282,857.59	422.49	283,276.06	283,276.06	418.47
Wastewater Fund - (SSB) 230-1-103.411	1.500%	10/13/2022	10/13/2024	283,999.97	283,999.97	785.24	285,073.72	285,073.72	1,073.75
<b>TOTAL PORTFOLIO</b>				<b>9,435,127.87</b>	<b>9,435,127.87</b>	<b>1,635.06</b>	<b>8,957,092.25</b>	<b>8,957,092.25</b>	<b>1,911.04</b>

CITY OF GONZALES PORTFOLIO SUMMARY  
Activity for Quarter Ending  
March 31, 2023

	Book Value	Market Value	Ratio
Total Investments at beginning of Quarter	9,435,127.87	9,435,127.87	100.00%
Investment Pool Interest Reinvested	238,471.75	238,471.75	
Investment Pool Increases	0.00	0.00	
Investment Pool Withdrawals	718,418.41	718,418.41	
Agency Security Purchases	0.00	0.00	
Agency Security Maturities/Called	0.00	0.00	
Certificate of Deposit Purchases	0.00	0.00	
CD Interest Reinvested	1,911.04	1,911.04	
Investments at End of Quarter	8,957,092.25	8,957,092.25	100.00%

As of 3/31/2023 all investments are in compliance with the Investment Policy of the City of Gonzales.

  
Laura Zella, Finance Director

  
Timothy Crow, City Manager

CITY OF GONZALES PORTFOLIO  
QUARTERLY REPORT FOR THE PERIOD ENDING  
3/31/2023

<u>Weighted Average Maturity</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Percentage of Portfolio</u>	<u>Days to Maturity</u>	<u>Weighted Average</u>
TexPools & RBFCU Savings	0.750%	3/18/2024	8,161,988.60	0.911232	1	0.91
RBFCU - General Fund CD			226,753.87	0.025316	353	8.94
Lone Star Bank - Electric CD	0.600%	12/11/2023	283,276.06	0.031626	255	8.06
Lone Star Bank - Wastewater CD	1.500%	10/13/2024	285,073.72	0.031827	562	17.89
<b>TOTAL PORTFOLIO</b>			<b>8,957,092.25</b>	<b>100%</b>	<b>1,171</b>	<b>35.80</b>