

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
VIA TELEPHONE CONFERENCE
LIMITED IN PERSON ATTENDANCE AVAILABLE
AGENDA –JUNE 10, 2021 6:00 P.M.**

NOTICE is hereby given that, pursuant to Section 551.045 of the Texas Government Code and the March 16, 2020 order by the Governor of the State of Texas, the City Council will hold its regular meeting on Thursday, June 10, 2021 at 6:00 p.m., via teleconference in accordance with Governor Abbott's order.

This meeting notice, agenda and agenda packet are posted online at www.gonzales.texas.gov.

On March 16, 2020, Governor Abbott suspended several provisions of the Texas Open Meetings Act for the duration of his statewide declaration of disaster, including the new requirement (added by H.B. 2840 last legislative session) that the public has a right to speak on agenda items. This DOES NOT apply to statutorily-mandated public hearings, such as zoning and similar hearings. The Governor has since clarified his intent and stated that citizens should be allowed to offer comments by other means.

A temporary suspension of certain provisions of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Citizens wishing to offer comments on the posted agenda items may email their comments at least two hours prior to the start of the meeting and the comments will be read into the record during the time allocated for citizen comments. Emails may be sent to citysecretary@gonzales.texas.gov and must include the name of the citizen.

The public toll-free dial in number to participate in the telephone conference is hosted through FreeConferenceCall.com.

Toll-free call-in number: **1-844-854-2222**

When asked for an access code enter **348787#**

It is not necessary to announce yourself when you join the teleconference.

A recording of the telephone conference will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

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. Individuals not able to attend due to space limitations may email the City Secretary at least two (2) hours prior to the meeting.

ACTION ITEMS

- 1.1 Discuss, Consider & Possible Action on **Resolution #2021-43** Canvassing the Returns and Officially declaring the results of the June 1, 2021 City of Gonzales District 2 Runoff Election
- 1.2 Issuance of the Certificate of Election and Swearing in of City Council Member District 2: Sherry Tumlinson-Koepp
- 1.3 Discuss, Consider & Possible Action on **Resolution #2021-44** Appointing a Mayor Pro Tem for the City of Gonzales

CONSENT AGENDA ITEMS

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

- 2.1 **Minutes** - Approval of the minutes for the May 13, 2021 Regular Meeting

RESOLUTIONS

- 3.1 Discuss, Consider & Possible Action on **Resolution #2021-45** Authorizing the Edwards Association the use of Independence Square and designated street closures for the Juneteenth Freedom March on June 19, 2021
- 3.2 Discuss, Consider & Possible Action on **Resolution #2021-46** Authorizing the Purchase of a 2021 John Deere Backhoe for the Water Department from RDO Equipment Company in the amount of \$104,950.00
- 3.3 Discuss, Consider & Possible Action on **Resolution #2021-47** Authorizing the Purchase of a Trojan UV disinfection system replacement for the Wastewater Department in the amount of \$228,700.00
- 3.4 Discuss, Consider & Possible Action on **Resolution #2021-48** Approving A Type B Economic Development Agreement by and between the Gonzales Economic Development Corporation and Laurel Ridge Designs, Inc., a Texas Corporation, Authorized Pursuant to Section 505.158 Of The Texas Local Government Code
- 3.5 Discuss, Consider & Possible Action on **Resolution #2021-49** Authorizing an amendment to the Fiscal and Budgetary Policy Statement for the City of Gonzales

- 3.6 Discuss, Consider & Possible Action on **Resolution #2021-50** Authorizing City Staff to Solicit Proposals from Reputable and Experienced Vendors for a Feasibility Study and Market Analysis for the Potential Improvement and Enhancement of Municipally-owned Softball and Baseball Fields and/or the Potential Creation of a New Sports Complex
- 3.7 Discuss, Consider & Possible Action on **Resolution #2021-51** Approving the use of the practice field located on North Avenue between the 400 block of Williams Street and 400 block of Tate Street and authorizing designated street closures for the First Responder Appreciation Night on June 25, 2021 and authorizing the City Manager to execute an agreement with Austin Aeronauts, LLC.
- 3.8 Discuss, Consider & Possible Action on **Resolution #2021-52** Approving A Type B Economic Development Project and Performance Agreement, by and between the Gonzales Economic Development Corporation and First United Methodist Church Regarding Improvements authorized pursuant to Section 505.152 of the Texas Local Government Code

ORDINANCES

- 4.1 Discuss, Consider & Possible Action on **Ordinance #2021-18** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2020 and Ending September 30, 2021 in the amount of \$127,430.00

STAFF/BOARD REPORTS

- 5.1 Financial Report for the month of May 2021
- 5.2 City Manager, Tim Patek will update the City Council on the following:
- Grant funding projects
 - Preliminary budget and rate study
 - Electric AMI Metering update

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) In Re Estate of J. B. Wells litigation
- (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) Victoria College billboard

RETURN TO OPEN SESSION

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

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

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

ADJOURN

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

I certify that a copy of the June 10, 2021, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 7th day of June, 2021 at 5:45 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on _____ day of _____, 2021 at _____am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

Kristina Vega, City Secretary

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

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-43 Canvassing the Returns and Officially Declaring the Results of the June 1, 2021 City of Gonzales District 2 Runoff Election

DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

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

During the June 1, 2021 District 2 Runoff Election the candidates received the following votes:

CANDIDATE	Early Voting	Election Day	Absentee	TOTAL VOTES
Sherri Tumlinson Koepp	57	32	6	95
Johnnie R. Hunt	40	21	4	65
Total Votes Counted	97	53	10	160

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. 2021-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS CANVASSING THE RETURNS AND OFFICIALLY DECLARING THE RESULTS OF THE JUNE 1, 2021 CITY OF GONZALES RUNOFF ELECTION FOR THE PURPOSE OF ELECTING COUNCIL MEMBER DISTRICT 2; 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 11th day after election day and not earlier than the third day after election day; and

WHEREAS, on June 1, 2021 the said election was duly and legally held in conformity with the election laws of the state of Texas, and

WHEREAS, the City Council of the City of Gonzales, Texas canvassed the election returns on June 10, 2021 and hereby declare the result of such runoff election.

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

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

Section 2. A total of ballots cast for the runoff election during early voting for District 2 were 97 by personal appearance, 10 absentee ballots, and 53 votes were cast on Election Day. Total number of votes cast for District 2 in this election was 160.

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

CANDIDATE	Early Voting	Election Day	Absentee	TOTAL VOTES
Sherri Tumlinson Koepp	57	32	6	95
Johnnie R. Hunt	40	21	4	65
Total Votes Counted	97	53	10	160

Section 4. The City Council of the City of Gonzales, Texas hereby declares Sherri Tumlinson Koepp elected to the office of Council Member District 2.

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 10th day of June, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2021-44 Appointing a Mayor Pro
Tem for the City of Gonzales

DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In accordance with Section 3.05 of the City Charter, the City Council, at its first meeting after election of councilmembers, shall elect one of its members, mayor pro tem, who shall perform all the duties of the mayor in the absence or disability of the mayor.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2021-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPOINTING A MAYOR PRO TEM FOR THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 3.05 of the City Charter, the City Council desires to elect a mayor pro tem of their choice; and

WHEREAS, the mayor pro tem is chosen or appointed to perform all the duties of the mayor in the absence or disability of the mayor.

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 appoints _____ as Mayor Pro Tem in accordance with Section 3.05 of the City Charter.

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of June, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
MINUTES –APRIL 8, 2021**

A Regular Meeting of the City Council was held on **May 13, 2021** at 6:00 p.m. via teleconference **pursuant to Section 551.045 of the Texas Government Code and in accordance with the March 16, 2020 order by the Governor of the State of Texas.**

The meeting notice, agenda and agenda packet were posted online at www.gonzales.texas.gov.

On March 16, 2020, Governor Abbott suspended several provisions of the Texas Open Meetings Act for the duration of his statewide declaration of disaster, including the new requirement (added by H.B. 2840 last legislative session) that the public has a right to speak on agenda items. This DOES NOT apply to statutorily mandated public hearings, such as zoning and similar hearings. The Governor has since clarified his intent and stated that citizens should be allowed to offer comments by other means.

A temporary suspension of certain provisions of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Citizens wishing to offer comments on the posted agenda items may email their comments at least two hours prior to the start of the meeting and the comments will be read into the record during the time allocated for citizen comments. Emails may be sent to citysecretary@gonzales.texas.gov and must include the name of the citizen.

CALL TO ORDER, INVOCATION AND PLEDGE

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

Attendee Name	Title	Status
Connie L. Kacir	Mayor	Present in person
Joseph Kridler	Council Member, District 1	Present in person
Tommy Schurig	Council Member, District 2	Present in person
Bobby O'Neal	Council Member, District 3	Present in person
Robert R. Brown, Jr.	Council Member, District 4	Present in person

STAFF PARTICIPATING:

City Attorney Dan Santee, City Manager Tim Patek, Finance Director Laura Zella, Main Street Manager Liz Reiley, City Engineer Keith Schauer and Police Chief Tim Crow.

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events
- Announcements and recognitions by the City Manager
City Manager, Tim Patek informed Council that Ralph Camarillo was promoted to Parks & Recreation Director and introduced Amanda Garza who was hired as JB Wells Arena Manager.
- Announcements and recognitions by the Mayor

- Recognition of actions by City employees
- Recognition of actions by community volunteers

HEARING OF RESIDENTS

Glenda Gordon spoke regarding the project regarding the installation of the interpretive panels at the Independence Square and Dewitt's Colony Muster on September 11, 2021.

Johnny Perales spoke on behalf of BattleRod 2021 - Classic/Hot Rod Car Show on November 20, 2021.

Melanie Petru, Betty Vaughan and Dennis Kaiser spoke regarding the roof project and details for improvements at the Eggleston House and the desire plans to conduct fund raising for the improvements.

Brad Cox of the Chamber of Commerce spoke in favor of the Battlerod 2021 event.

David Tucz provided information regarding the Juneteenth Freedom March to be held on June 19, 2021.

Reverend Charles Roaches thanked the Chief of Police, Sheriff, Mayor and others that supported the Mr. Pilgrim Baptist Church parade.

Barbara Crozier and the Young Texians provided a brief program regarding the Alamo.

PRESENTATIONS

- 1.1 Presentation and Discussion from City Engineer Keith Schauer regarding the progress and status of the Capital Improvements Plan

City Engineer, Keith Schauer went over the projects that have been completed within the Capital Improvements Plan and detailed their funding process.

- 1.2 Presentation from Dennis Kaiser regarding the replacement of the roof at the Eggleston House including the construction and fund raising for the project
(this item was conducted during the Hearing of Residents portion of the meeting)

CONSENT AGENDA ITEMS

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

- 2.1 **Minutes** - Approval of the minutes for the April 8, 2021 Regular Meeting and the May 6, 2021 Special Meeting

- 2.2 Discuss, Consider & Possible Action on **Resolution #2021-30** Amending the previously approved street closure time for the June 18, 2021 Summer Concert Series from 11:00 p.m. to 11:59 p.m.
- 2.3 Discuss, Consider & Possible Action on **Resolution #2021-31** Authorizing Preservation Gonzales, Inc. use of Market Square including designated street closures for the DeWitt's Colony Muster event on September 11, 2021
- 2.4 Discuss, Consider & Possible Action on **Resolution #2021-32** Authorizing Gonzales Main Street use of Texas Heroes Square for the Memorial Day Service & Banner Recognition on May 31, 2021
- 2.5 Discuss, Consider & Possible Action on **Resolution #2021-33** Authorizing God's Iron Fitness use and the closure of the 400 Block of Smith Street for the Fit-OPS; Movement for Mental Health on June 26, 2021
- 2.6 Discuss, Consider & Possible Action on **Resolution #2021-34** Authorizing City staff to seek Request of Qualifications and Proposals from Qualified Experienced Firms of Certified Public Accountants to Audit the City's Financial Statements in the manner most advantageous to the City
- 2.7 Discuss, Consider & Possible Action on **Resolution #2021-35** Authorizing the Expenditure in an amount not to exceed \$5,000 for School Zone Signage and supplies from the Restricted Use Municipal Court Child Safety Fund
- 2.8 Discuss, Consider & Possible Action on **Ordinance #2021-14** Appointing Crystal Cedillo, Gonzales County Tax Assessor Collector, as the Individual to Calculate and Prepare the 2021 No-New Revenue and Voter-Approval Tax Rate for the City of Gonzales

ACTION: Items 2.1 to 2.8

APPROVED

Council Member Schurig moved to approve the consent agenda as presented. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

ACTION

- 3.1 Discussion and Direction from City Council regarding mask requirements within City owned facilities

The consensus of the City Council was to allow city employees to use their discretion regarding the use of masks within City facilities.

RESOLUTIONS

- 4.1 Discuss, Consider & Possible Action on Resolution #2021-36 Authorizing P Events and Gonzales Chamber of Commerce use of Texas Heroes Square including designated street closures for the BattleRod 2021 - Classic/Hot Rod Car Show on November 20, 2021

ACTION: Items 4.1

APPROVED

Council Member Brown moved to approve **Resolution #2021-36** Authorizing P Events and Gonzales Chamber of Commerce use of Texas Heroes Square including designated street closures for the BattleRod 2021 - Classic/Hot Rod Car Show on November 20, 2021. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.2 Discuss, Consider & Possible Action on **Resolution #2021-37** Accepting the Proposals and Awarding the Contract for the 2021 Street Improvements projects to Diamond X Contracting

ACTION: Items 4.2

APPROVED

Council Member Schurig moved to approve **Resolution #2021-37** Accepting the Proposals and Awarding the Contract for the 2021 Street Improvements projects to Diamond X Contracting. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.3 Discuss, Consider & Possible Action on **Resolution #2021-38** Approving the recommendation of the Gonzales Convention & Visitor Bureau for the expenditure of funds in the amount of \$25,000 to the Gonzales Main Street for the 2021 Gonzales Main Street Summer Concert Series

ACTION: Items 4.3

APPROVED

Council Member Brown moved to approve **Resolution #2021-38** Approving the recommendation of the Gonzales Convention & Visitor Bureau for the expenditure of funds in the amount of \$25,000 to the Gonzales Main Street for the 2021 Gonzales Main Street Summer Concert Series. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.4 Discuss, Consider & Possible Action on **Resolution #2021-39** Authorizing the Appointment of two Council members to the Golden Crescent Regional Planning Commission General Assembly from September 1, 2021 to August 31, 2022

ACTION: Items 4.4

APPROVED

Council Member Schurig moved to approve **Resolution #2021-39** Authorizing the Appointment of Mayor Connie Kacir as Voting Delegate and Board Representative and Councilman Bobby O'Neal as Voting Delegate to the Golden Crescent Regional Planning Commission General Assembly from September 1, 2021 to August 31, 2022. Mayor Kacir seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.5 Discuss, Consider & Possible Action on **Resolution #2021-40** Approving the Roger M. Dreyer Memorial Airport Hangar Lease Agreement

ACTION: Items 4.5

APPROVED

Council Member Brown moved to approve **Resolution #2021-40** Appointing members to the Redistricting Commission. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.6 Discuss, Consider & Possible Action on **Resolution #2021-41** Approving the Tax Resale of the Property Located at 905 Kleine Street

ACTION: Items 4.6

APPROVED

Council Member Schurig moved to approve **Resolution #2021-41** Appointing members to the Redistricting Commission. Council Member Kridler seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 4.7 Discuss, Consider & Possible Action on **Resolution #2021-42** Approving the Tax Resale of the Property Located at 917 Pecan Street

ACTION: Items 4.7

APPROVED

Council Member Schurig moved to approve **Resolution #2021-42** Approving the Tax Resale of the Property Located at 917 Pecan Street. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

ORDINANCES

- 5.1 Discuss, Consider & Possible Action on **Ordinance #2021-15** Closing and Abandoning to the abutting property owner, Portions of certain unimproved streets lying beyond the municipal boundaries

ACTION: Items 5.1

APPROVED

Council Member O'Neal moved to approve **Ordinance #2021-15** Closing and Abandoning to the abutting property owner, Portions of certain unimproved streets lying beyond the municipal boundaries. Council Member Brown seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 5.2 Discuss, Consider & Possible Action on **Ordinance #2021-16** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2020 and Ending September 30, 2021 in the amount of \$240,585.05

ACTION: Items 5.2

APPROVED

Council Member O'Neal moved to approve **Ordinance #2021-16** Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2020 and Ending September 30, 2021 in the amount of \$240,585.05. Council Member Schurig seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 5.3 Discuss, Consider & Possible Action on **Ordinance #2021-17** Ordering and Declaring the 2021 Charter Amendments Adopted

ACTION: Items 5.3

APPROVED

Council Member Brown moved to approve **Ordinance #2021-17** Ordering and Declaring the 2021 Charter Amendments Adopted. Council Member O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

STAFF/BOARD REPORTS

- 6.1 Financial Report for the month of April 2021

- 6.2 City Manager, Tim Patek provided an update to the City Council on the following:
- Jim Price Clean-up
 - LCRA transmission line update
 - Certified Public Manager certification update

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 7:21 p.m.

- 7.1 (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) In Re Estate of J. B. Wells litigation

(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) Consider an offer to purchase unopened streets in the Original Out Town of Gonzales, East of Water street adjacent to Lots 27 and 28, Range 13 and Lots 25-28, Range 14

RETURN TO OPEN SESSION

The Council convened into open session at 7:29 p.m.

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

No action was taken.

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

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

- Continuing education events attended and to be attended

ADJOURN

On a motion by Council Member O'Neal and second by Council Member Schurig the meeting was adjourned at 7:30 p.m.

Approved this 10th day of June, 2021.

Connie Kacir, Mayor

City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-45 Authorizing the Edwards Association the use of Independence Square and designated street closures for the Juneteenth Freedom March on June 19, 2021

DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Edwards Association wishes to host the annual Juneteenth Freedom March on June 19, 2021. The march will begin at Edwards Association (1427 Fly Street) at 10:00 a.m. and will walk west on St. Andrew, a left will be taken at St. Paul where the march will continue to the Independence Square. At the Independence Square at 11:00 a.m. the interpretive panels will be revealed to the participants. The event will be concluded at 12:30 p.m. with approximately 150 in attendance. The Gonzales Police Department has been contacted to coordinate an escort for traffic control for the event.

POLICY CONSIDERATIONS:

This is consistent with current procedures for street closures and use of City owned property.

FISCAL IMPACT:

There will not be any fiscal impact to the City of Gonzales for this event.

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2021-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE EDWARDS ASSOCIATION THE USE OF INDEPENDENCE SQUARE AND DESIGNATED STREET CLOSURES FOR THE JUNETEENTH FREEDOM MARCH ON JUNE 19, 2021; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Edwards Association has presented an event sheet to request the use of St. Andrew street to St. Paul and St. Paul to Independence Square from 10:00 a.m. on until 12:30 p.m. on June 19, 2021 for the Juneteenth Freedom March; and

WHEREAS, the street closures will not include barricades but allow for a police escort to ensure participant safety; and,

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Edwards Association the use of Independence Square and designated street closures on June 19, 2021 from 10:00 a.m. to 12:30 p.m. as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of June, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET



THIS INFORMATION IS TO BE PROVIDED TO THE CITY OF GONZALES AT LEAST 30 DAYS
PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY PROPERTY



EVENT NAME Juneteenth Freedom March
HOST ORGANIZATION The Edwards Association
CONTACT NAME David B. Tugay
CONTACT CELL PHONE [REDACTED]
EVENT DATE(S) June 19, 2021
EVENT START TIME 10:00 AM **EVENT END TIME** 12:30 PM
EVENT LOCATION _____
HOLIDAY CELEBRATED Y ☒ N _____ **HOLIDAY:** Juneteenth
COUNCIL APPROVAL REQUIRED Y ☒ N _____ **MEETING DATE:** 6-10-2021

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 150 **FOOD:** Y _____ N ☒
MUSIC Y _____ N ☒ **LIVE** _____ **DJ** _____
ALCOHOL Y _____ N ☒ **RESPONSIBLE PARTY** _____
MOTORIZED VEHICLES Y ☒ N _____ **PARADE** ☒ **SHOW** _____
EVENT TYPE Public **Private** _____
SECURITY Y ☒ N ☒ **# OFFICERS NEEDED** 3 (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y _____ N ☒ **# OF OUTLETS:** _____
AMPS/WATTS NEEDED _____
TENT Y _____ N ☒ **SET UP DAY/TIME** _____
TENT SIZE: _____ **TAKE DOWN DAY/TIME** _____

STREETS DEPARTMENT

STREETS AFFECTED Y ☒ N _____ St Andrew St Paul
BARRICADES NEEDED (max 12) Y _____ N ☒ _____
CONES NEEDED (max 48) Y _____ N ☒ _____
STREETS TO BE CLOSED Y ☒ N _____ St Andrew St Paul
SET UP TIME _____ **TAKE DOWN TIME** _____

COMMUNITY SERVICES DEPARTMENT

NUMBER OF CHAIRS @ \$0.50 each (max 500) _____
NO. OF ROUND TABLES @ \$2.00 each (max 15) _____
NO. OF 8 FOOT TABLES @ \$2.00 each (max 50) _____
NUMBER OF TRASH CANS (max 25) _____
SET UP TIME _____ **TAKE DOWN TIME** _____

(Contingent upon availability)

FOR INFORMATION CONTACT CITY SECRETARY'S OFFICE
(830) 672-2815- City Hall **(830) 672-2813- Fax**

citysecretary@gonzales.texas.gov

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.

AUTHORIZED SIGNATURE

05-24-2021
 DATE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-46 Authorizing the Purchase of a 2021 John Deere Backhoe for the Water Department from RDO Equipment Company in the amount of \$104,950.00

DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Water Department requested approval to purchase a backhoe/loader in the 2020-2021 Fiscal Year Budget, which Council approved. The amount requested was \$105,000.00 within the line item for vehicles & equipment. At this time the Water Department has two backhoes that are being utilized. The older piece of equipment is still usable has begun to need additional repairs and maintenance due to the age of the equipment. Additionally, the equipment can still be utilized within the Street Department to assist them in their necessary day to day tasks. To satisfy the requirements within the Local Government Code regarding the procurement process City staff requested proposals via Buy Board specifications. Proposals were received from the following companies for the prices noted: RDO Equipment Co. - \$104,950.00; Holt Caterpillar- \$119,200.00; Associated Supply Company, Inc. - \$97,660.94 and EKA Government Sales Experts - \$95,286.45. Although the lowest Buy Board price is from EKA Government Sales Experts, it is staff's recommendation to not go with the lowest bidder. Based on City Staff's experience and satisfaction with John Deere equipment as well as the overall longevity and low maintenances expenses for said equipment. Staff feels that the 2021 John Deere 310L in the amount of \$104,950.00 from RDO Equipment Co. will best suit the departments daily needs and give the City a dependable piece of equipment.

POLICY CONSIDERATIONS:

As set forth in the City's Fiscal and Budgetary Policy Statements; All City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas. The pricing was obtained through a Buy Board Purchasing Program which assists local governments in reducing costs through this government-to-government procurement service available nationwide.

FISCAL IMPACT:

This Agenda Item was budgeted in the 2020-2021 Fiscal Year and will expend \$104,950.00. It has been verified with the Finance Department the availability of these funds in Account #220-7-720.608 Vehicles/Equipment.

ATTACHMENTS:

Proposals from: RDO Equipment Co., Associated Supply Company, Inc., EKA Government Sales Experts and Holt Caterpillar

STAFF RECOMMENDATION:

Staff respectfully recommends the purchase of the 2021 John Deere Backhoe from RDO Equipment in the amount of \$104,950.00 for the water department.

RESOLUTION NO. 2021-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE PURCHASE OF A 2021 JOHN DEERE BACKHOE FOR THE WATER DEPARTMENT FROM RDO EQUIPMENT COMPANY IN THE AMOUNT OF \$104,950.00; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Water Department is in need of a new backhoe to provide a means to move, dirt and other materials on a day to day basis for repairs made to the water and wastewater lines throughout the City; and,

WHEREAS, city staff budgeted \$105,000.00 in account #220-7-720.608 Vehicles/Equipment line for Fiscal Year 2020-2021 to purchase a backhoe to be utilized by the Water Department; and,

WHEREAS, city staff requested proposal via Buy Board specifications to satisfy the procurement process as authorized by the Texas Local Government Code; and,

WHEREAS, four proposals were received from the following: RDO Equipment Co. in the amount of \$104,950.00; Holt Caterpillar in the amount of \$119,200.00; Associated Supply Company, Inc. in the amount of \$97,660.94 and EKA Government Sales Experts in the amount of \$95,286.45; and,

WHEREAS, staff recommends the purchase of a 2021 John Deere 310L in the amount of \$104,950.00 from RDO Equipment Co. in the amount of \$104,950.00; and,

WHEREAS, the City Council hereby finds that the purchase of the identified equipment serves the best interest of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the purchase of a 2021 John Deere 310L in the amount of \$104,950.00 from RDO Equipment Co. in the amount of \$104,950.00.

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of June, 2021.

Connie Kacir, Mayor

ATTEST:

City Secretary



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
19275 NORTH IH35
New Braunfels TX, 78132
Phone: (830) 632-3100 - Fax: (830) 632-3099

Proposal for:
CITY OF GONZALES
PO BOX 547
GONZALES, TX, 786290547
GONZALES

Investment Proposal Date: 5/12/2021
Pricing Valid Until: 6/11/2021
Deal Number: 1445264
Customer Account#: 2815011
Sales Professional: Joel Dvorak
Phone: (830) 632-3100
Fax: (830) 632-3099
Email: JEDvorak@rdoequipment.com

Comments

QUOTED ON BUYBOARD CONTRACT 597-19

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2021 JOHN DEERE 310L	\$100,018.00
			Freight in FACTORY FREIGHT	\$2,800.00
			Freight Out DELIVERY	\$650.00
			Prep / Reconditioning PDI & FUEL	\$1,482.00
			Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200, Exp Date: 5/12/2024	
Equipment Subtotal:				\$104,950.00

Purchase Order Totals

Balance:	\$104,950.00
TX STATE TAX:	\$0.00
TX COUNTY TAX:	\$0.00
TX CITY TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$104,950.00
Cash with Order:	\$0.00
Balance Due:	\$104,950.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2021 JOHN DEERE 310L	0A61T 310L BACKHOE LOADER 2401 English Decals with English Operator and Safety Manuals 170C JDLink Ultimate 5 Year Subscription 3075 Mechanical Front Wheel Drive (MFWD) with Open Differential 2035 Cab 9095 Machine Security 9917 Radio, Bosch Basic Package 9965 Seat, Cloth Air-Suspension 4462 Galaxy 19.5L - 24 in. 12 PR Rear & 12-16.5 R4 12PR Front 8635 Single Maintenance Free Battery With Disconnect and Jump Post 6020 Extendible Dipperstick 6230 Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger) 5225 Mechanical Controls, Two Lever, ISO (DEERE) 5400 Less Coupler - Less Thumb 5500 Less Backhoe Bucket with Bucket Pins 7675 1.25 Cu. Yd. (.96 Cu. M.), 86 in.(2.18 m) wide Multipurpose Bucket 7080 Three-Function Loader Hydraulics, Single Lever 8415 Heavy-Duty Bumper - For Machines Without a Front Counterweight 1065 John Deere PowerTech™ EWL 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions 9505 Full MFWD Driveshaft Guard

BuyBoard Quote**ASSOCIATED SUPPLY COMPANY, INC.**

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: Associated Supply Company, Inc.

Phone: _____

Fax: _____

Government Agency: City of GonzalesShip To: 820 St. Joseph St.Gonzales, TX 78629Contacts' Name: Marland MercerEmail: mmercerc@gonzales.texas.govProduct Description: Case 580N Loader BackhoePrepared By: Ross LoeweMobile: 210-218-8547Email: rloewe@ascoeq.comDate Prepared: 5/21/21

Bill To: _____

Phone: 830-263-0971

Fax: _____

BuyBoard Contract: 597-19I. Price List Dated: 5/21/21Base Price: \$122,377.00

II: Base Bid Options (Itemized Below)

4WD Power Shuttle Transmission	Included
12x16.5, 10PR lug tread	Included
19.5LX24, 10PR STD	Included
1-WAY OR 2-WAY AUX & EHOE PKG	\$8,972.00
Heavy Front CWT, Extndhoe	Included
Pilot Controls	\$2,380.00
Flip Over/Stabilizer Pads Comb	\$816.00
Ride Control & CS & 3SPL PKG	\$3,071.00
Cab, LH Door w/Heater/AC	\$9,067.00
Tilt Steering Wheel	Included
Deluxe Air Susp, Cloth, w/ armrests	\$848.00
Standard Lights	Included
Cold Start Dual Battery	Included

SUB-TOTAL: \$ 25,154.00

-- 3 Yr / 3000 Hr Premier Warranty	Included
Free Travel Time and Mileage on all warranty claims	

SUB-TOTAL: \$ -

Options List Price Total: \$ 25,154.00

III. SUB-TOTAL OF I & II

\$ 147,531.00

IV. BuyBoard Discount: 26.00% \$ 38,358.06

BUYBOARD CONTRACT PRICE: \$ 109,172.94

V: NON-BASE OPTIONS

Non-Base Options (%) = 0

ACQUIRED FREIGHT	\$ 1,588.00
PDI / SET UP	\$ 500.00
DELIVERY	\$ 500.00

SUB-TOTAL: \$ 2,588.00

Wain Roy Style Coupler	\$ 1,200.00
18" Bucket	\$ 1,200.00
4-in-1 Clamshell Bucket	\$ 6,500.00

SUB-TOTAL: \$ 8,900.00

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

\$ 11,488.00

VII: TOTAL IV + VI

\$ 120,660.94

VIII: QUANTITY ORDERED UNITS:

1

\$ 120,660.94

IX: TRADE-IN OR OTHER CREDIT(S):

\$ 23,000.00

One Time Courtesy Discount

\$ 23,000.00

TOTAL: \$ 97,660.94

EKA

P.O. Box 932 • Grayson, GA 30017-0018

770.498.9316 • 866.498.9316 • 770.498.9318 (fax)

EKA**Sales.com**

Customer Quote

EKA Quote #	Date	Quote valid until:
10342	5/12/2021	6/11/2021

Name / Address	
City of Gonzales 820 St Joseph St Gonzales, TX 78629	
Solicitation number	BuyBoard Quote

Delivery Address
Marland Mercer 830-263-0971 mmercerc@gonzales.texas.gov

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
earle@ekasales.com	597-19	Net 30 via EFT or check	Destination	Boss JCB
Item / Description		Qty	Price Each	Total
JCB 3CX-14 SUPER BACKHOE LOADER, 4WD, 2WS, 91 HP TIER 4 FINAL, 14FT CENTERMOUNT BACKHOE WITH EXTRADIG DIPPER. MANUAL BH CONTROLS. 150A ALTERNATOR, 400 LBS COUNTERWEIGHT. INCLUDES 3 SPOOL LOADER VALVE, FLIP OVER FEET, INTERIOR MIRROR, 4 FRONT AND 4 REAR WORKLIGHTS, BATTERY ISOLATOR, TOOLBOX AND AUTOMATE (AUTOCHECK, AUTOIDLE, AUTODRIVE AND AUTOTHROTTLER). 3CX-14 SUPER 91 HP CM 4WD MODEL PACK GALAXY INDUSTRIAL Front 12.5-18-10 & Rear 21L-24-10 POWERSHIFT TRANSMISSION + LIMITED SLIP DIFF, 4WD/2WS CAB WITH A/C HEATED CLOTH AIR SUSPENSION SEAT CAB WITH LIVELINK TELEMATICS HAMMER PIPEWORK AUX ON EXCAVATOR 5/8 LOADER PIPEWORK RTD AND AUTO SRS OPERATOR MANUAL ENGLISH CODE REQUIRED FOR EXCAVATOR QUICKHITCHES DIRECT MOUNT 6 IN1 SHOVEL 92 IN, 1.3yd3, STANDARD DUTY WITH BOLT-ON-TOEPLATE EXCAVATOR PIVOT PIN SET FOR WAIN ROY COUPLER JCB LIVELINK TELEMATICS - 5 YEAR SUBSCRIPTION REAL TIME REPORTING OF MACHINE HOURS, ROUTINE MAINTENANCE ALERTS AND LOCATION. ABILITY TO SET GEO-FENCING FOR SECURITY; REFERENCE SEPARATELY ATTACHED PDF BROCHURE SPEC FILE FOR MORE INFORMATION WAIN ROY COUPLER 18" WAIN ROY BUCKET FULL FUEL TANK		1	95,286.45	95,286.45

Total

EKA

P.O. Box 932 • Grayson, GA 30017-0018

770.498.9316 • 866.498.9316 • 770.498.9318 (fax)

EKA**Sales.com**

Customer Quote

EKA Quote #	Date	Quote valid until:
10342	5/12/2021	6/11/2021

Name / Address	
City of Gonzales 820 St Joseph St Gonzales, TX 78629	
Solicitation number	BuyBoard Quote

Delivery Address
Marland Mercer 830-263-0971 mmercerc@gonzales.texas.gov

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
earle@ekasales.com	597-19	Net 30 via EFT or check	Destination	Boss JCB
Item / Description		Qty	Price Each	Total
INCLUDES DEALER DELIVERY AND MACHINE ORIENTATION LOCAL DEALER: BOSS JCB 3744 SE LOOP 410 SAN ANTONIO , TX , 78222 DELIVERY TIME: 180-240 DAYS ARO				

DUNS: 07-594-9644; TIN: 58-1328598; Cage Code: 2Y851.
 We appreciate the opportunity to serve your government business needs.

Total **\$95,286.45**



DATE: May 11, 2021
QUOTE #:275978-01

CITY OF GONZALES
MARLAND MERCER

Robert Jordan
210.414.9252

PO BOX 547
GONZALES, TEXAS 78629-0547

One (1) New Caterpillar Inc Model: 420 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

PER BUYBOARD CONTRACT #597-19

SALE PRICE	\$119,200.00
TOTAL PRICE	\$119,200.00
<hr/>	
SUB TOTAL	\$119,200.00
TOTAL PURCHASE PRICE	\$119,200.00

BUTBOARD FEE’S INCLUDED

WARRANTY

Standard Warranty: 12 Month/2000 Hour Total Machine Limited Warranty

CAT LIST PRICE	\$159,883.00
BUYBOARD DISCOUNT (25.4%)	-\$40,683.00
TOTAL	\$119,200.00

NOTES

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
IT/QP9/C4E	542-7992
LANE 3 ORDER	0P-9003
STICK, EXTENDABLE, 14FT	543-4284
PT, 4WD/2WS, POWERSHIFT	544-1066
ENGINE, 82KW, C3.6 DITA, T4F	542-7780
HYD, MP, 6FCN/8BNK, ST, QC	554-4188
CAB, DELUXE	544-0883
DISPLAY, STANDARD	545-5047
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DELUXE FABRIC	573-4524
BELT, SEAT, 2" SUSPENSION	206-1747
AIR CONDITIONER, T4F	542-7810
PRODUCT LINK, CELLULAR, PLE643	560-6797
TIRES, 12.5 80/19.5L-24, GY	379-2161
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
COUPLER, PIN LOCK, BL F	544-1901
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	551-6453
AUX READY, E-STICK	582-7395
RADIO, FM BLUETOOTH	540-2298
FAN	387-6682
DISPLAY, SECURITY, ENABLED	573-0397
BATTERY, HEAVY DUTY	516-5913
AUTO-UP STABILIZERS	567-5090
PLATE GROUP - BOOM WEAR	423-7607
GUARD, STABILIZER	353-1389
CARRIAGE, PALLET, 61", IT	6W-8832
FORK TINE, 2" X 5" X 54"	195-6939
PACK, DOMESTIC TRUCK	0P-0210
RUST PREVENTATIVE APPLICATOR	462-1033
SHIPPING/STORAGE PROTECTION	461-6839
LINES, COMBINED AUX, E-STICK	548-1231
BUCKET-MP, 1.3 YD3, PO, BOCE	
BUCKET-DC,48",11.9 FT3,BOCE,PL .	

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES

BACKHOE

- 14'4" Center pivot backhoe
4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for
Fuel
Engine oil
Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area

- Steering knob
- Hand and foot throttle

- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant

-20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with
42.3 gal (160L) capacity & 5 gal (19L)
diesel exhaust fluid
- Rubber impact strips on radiator

- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

CAT® BACKHOE LOADER

YOU SPOKE, WE LISTENED



CAT® BACKHOE LOADERS BUILT WITH CUSTOMERS INPUT.

- NEW Operator Display Improves User Interface
- Effortlessly Shift Gears with the Powershift Transmission
- SAHR Parking Brake provides Peace of Mind
- Proportional Thumb Rollers on the Joysticks Improve Aux Hydraulic Control.

Building Construction Products
CONFIDENTIAL - YELLOW
Color: Confidential Green

Caterpillar: Confidential Green

- NEW Cat® C3.6 provides 10%+ more Fuel Efficiency
- Up to 15% more Boom Lift Performance (420)
- Standard 4wd gets you out of any Sticky Situation

- Change Attachments for various applications with a touch of a button
 - > Pallet Forks
 - > Material Handling Arms
 - > Snow Pushes



COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-47 Authorizing the Purchase of a Trojan UV disinfection system replacement for the Wastewater Department

DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City's current wastewater disinfection system is over twenty years old and the parts are no longer being manufactured which will eventually deem the system obsolete. This is the only disinfection system at the wastewater plant, therefore, it is in the City's best interest both fiscally and statutorily to ensure that we are always compliant with all TCEQ rules and regulations.

The City has received a bid from Newman Regency Group which is the exclusive distributor for municipal Trojan UV systems, parts, and service for the state of Texas. This new system is the same brand as our current system so the replacement should be a fast and easy transition.

POLICY CONSIDERATIONS:

As set forth in the City's Fiscal and Budgetary Policy Statements; All City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas. However, chapter 252.022 (a) provides that Chapter 252 does not apply to an expenditure for: (7) a procurement of items that are available from only one source, including (D) captive replacement parts or components for equipment.

FISCAL IMPACT:

This Agenda Item was budgeted in the 2020-2021 Fiscal Year and will expend \$228,700.00. It has been verified with the Finance Department the availability of these funds in Account #230-7-730.608 Vehicles/Equipment.

ATTACHMENTS:

Trojan UV3000 Plus proposal for replacement and letter from Trojan Technologies regarding exclusive distribution of the system.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval for a purchase order for the purchase of the Trojan UV 3000plus disinfection system.

RESOLUTION NO. 2021-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE PURCHASE OF A TROJAN UV DISINFECTION SYSTEM REPLACEMENT FOR THE WASTEWATER DEPARTMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the wastewater disinfection system is in need of replacement to provide a means to disinfect the wastewater at the plant; and,

WHEREAS, city staff budgeted \$228,700.00 in account #230-7-730.608 Vehicles/Equipment line for Fiscal Year 2020-2021 to purchase a replacement UV system; and,

WHEREAS, city staff requested a proposal from Trojan Technologies which is an exclusive distributor of Municipal Trojan UV systems in Texas and considered sole source as described by the Texas Local Government Code; and,

WHEREAS, staff recommends the purchase of a Trojan UV3000 Plus in the amount of \$228,700.00 from Trojan Technologies as a replacement system; and,

WHEREAS, the City Council hereby finds that the purchase of the identified equipment serves the best interest of the City of Gonzales to promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the purchase of a Trojan UV3000 Plus disinfection system replacement for the Wastewater Department.

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

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of June, 2021.

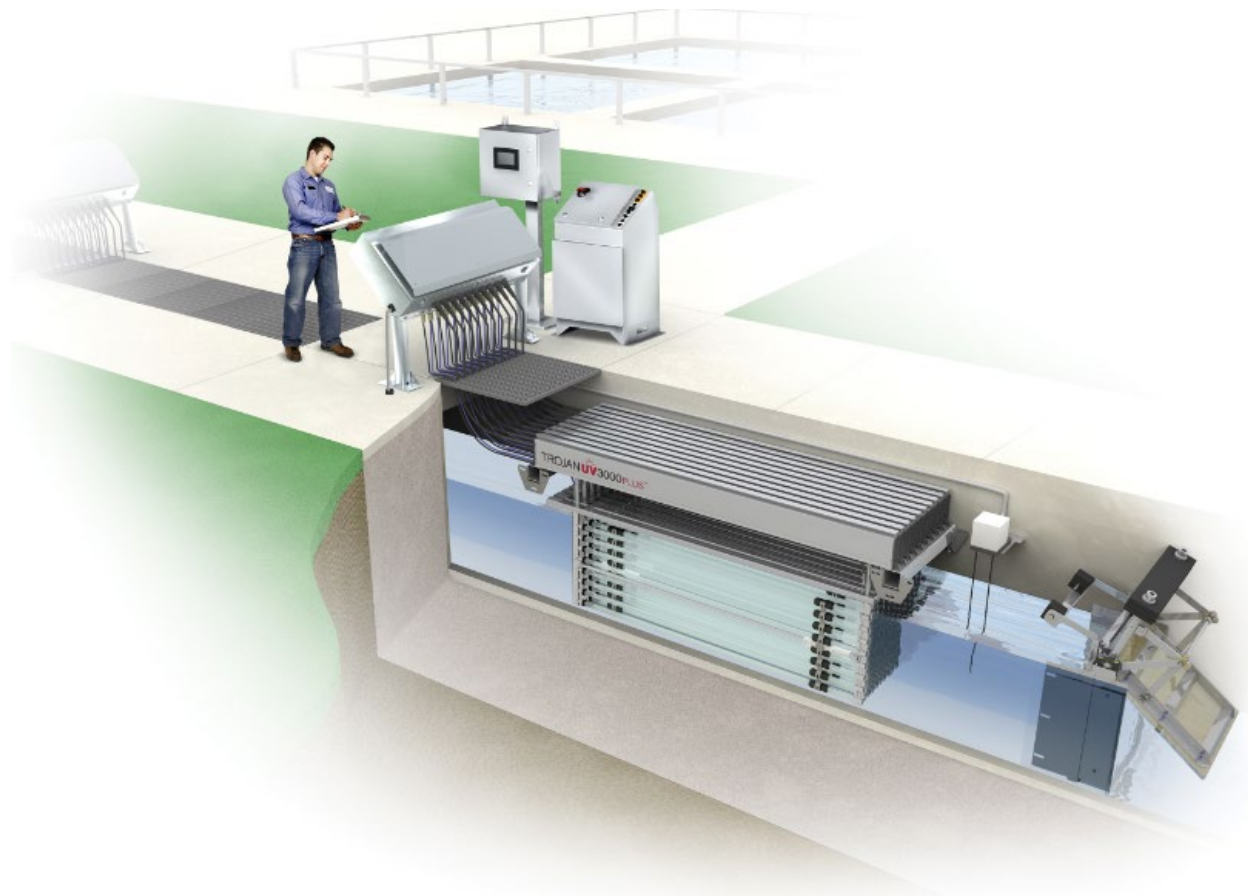
Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

TROJAN **UV**3000**PLUS**™

PROPOSAL FOR GONZALES REPLACEMENT, TX
QUOTE: 220260
04/09/2021



The TrojanUV3000Plus™ is operating in **over 2000** municipal wastewater plants around the world. Disinfecting **over 17 billion** gallons a day, the TrojanUV3000Plus™ has become the reference standard in the industry.



June 7, 2021

In response to your request, we are pleased to provide the following TrojanUV3000Plus™ proposal for the GONZALES REPLACEMENT project.

The TrojanUV3000Plus™ has been shown in over 2000 installations to provide dependable performance, simplified maintenance, and superior electrical efficiency. As explained in this proposal, the system incorporates innovative features to reduce O&M costs, including variable output electronic ballasts to provide dimming capability and Trojan's revolutionary ActiClean-WW™ system – the industry's only online chemical and mechanical quartz sleeve cleaning system. All Trojan installations are supported by a global network of certified Service Representatives providing local service and support.

Please do not hesitate to call us if you have any questions regarding this proposal. Thank you for the opportunity to quote the TrojanUV3000Plus™ and we look forward to working with you on this project.

With best regards,

Bill Gordon

3020 Gore Road
London, Ontario N5V 4T7
Canada
(226) 448 – 0917
bgordon@trojantechnologies.com

Local Representative:
David Luedecke
Newman Regency Group
5900 SW Parkway, Suite 210
Austin, TX US
(512) 327-8552

DESIGN CRITERIA

GONZALES REPLACEMENT

Peak Design Flow:	6.75 MGD(US)
UV Transmittance:	65 % (minimum)
Total Suspended Solids:	15 mg/l (30 Day Average, grab sample)
Disinfection Limit:	200 Fecal Coliform per 100 ml , based on a day 30 of consecutive daily grab samples
Design Dose:	30 mJ/cm² (bioassay validated)

DESIGN SUMMARY

QUOTE: 220260

Based on the above design criteria, the TrojanUV3000Plus™ proposed consists of:

CHANNEL	
Number of Channels:	1
Approximate Channel Length Required:	~26'
Channel Width Based on Number of UV Modules:	20"
Channel Depth Recommended for UV Module Access:	44"
UV MODULES	
Total Number of Banks:	2
Number of Modules per Bank:	5
Number of Lamps per Module:	6
Total Number of UV Lamps:	60
Maximum Power Draw:	14.4 kW
UV PANELS	
Power Distribution Center Quantity:	2
System Control Center Quantity:	1
MISCELLANEOUS EQUIPMENT	
Level Controller Quantity:	1
Type of Level Controller:	Weighted Gate (ALC)
Automatic Chemical / Mechanical Cleaning:	Trojan ActiClean-WW™
UV Module Lifting Device:	Davit Crane and Lifting Sling
On-line UVT Monitor:	Hach UVAS sc Sensor –Optionally Available
Standard Spare Parts / Safety Equipment:	(6) lamp, (6) sleeves, (1) ballast, operator kit

Other Equipment:	(1) spare module, (2) module reduction baffles
ELECTRICAL REQUIREMENTS	
1.	Each Power Distribution Center requires an electrical supply of one (1) 480/277V 60Hz
2.	The Hydraulic System Center requires an electrical supply of one (1), 480V 60Hz, 2.5 kVA.
3.	The System Control Center requires an electrical supply of one (1) 120V 60Hz , 15 Amps.
4.	Electrical disconnects required per local code are not included in this proposal.

COMMERCIAL INFORMATION

Total Capital Cost: \$228,700 (USD)

This price excludes any taxes that may be applicable and is valid for 90 days from the date of this letter.

EQUIPMENT WARRANTIES

1. Trojan Technologies warrants all components of the system (excluding UV lamps) against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever comes first.
2. UV lamps purchased are warranted for 12,000 hours of operation or 3 years from shipment, whichever comes first. The warranty is pro-rated after 9,000 hours of operation. This means that if a lamp fails prior to 9,000 hours of use, a new lamp is provided at no charge.
3. Electronic ballasts are warranted for 5 years, pro-rated after 1 year.



May 7, 2021

David Luedecke
Newman Regency Group
Austin, TX

Subject: Gonzales WWTP Trojan UV Replacement

To Whom it may concern:

Thank you for inquiring about the Trojan UV disinfection system replacement. Currently we have over 100 Trojan UV systems installed in Texas. All of them are manufactured by Trojan Technologies.

Newman Regency Group is our exclusive distributor for Municipal Trojan UV systems, parts and service for the entire state of Texas. No other manufacturer or parts distributor can supply this equipment or parts for it.

Please contact me if you require additional information.

Best Regards,

A handwritten signature in black ink, appearing to read 'Dave Carrington'.

Dave Carrington | REGIONAL SALES MANAGER

TrojanUV

Frisco, TX (469) 919-6436 *mobile* |

trojantechnologies.com

Trojan Technologies Group ULC
3020 Gore Road, London, Ontario, Canada, N5V 4T7
+1 (519) 457-3400 www.trojantechnologies.com



COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-48 Approving a Type B Economic Development Agreement by and between the Gonzales Economic Development Corporation and Laurel Ridge Designs, Inc., a Texas Corporation, authorized pursuant to Section 505.158 of the Texas Local Government Code

DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At the May 26, 2021, meeting, the Gonzales Economic Development Corporation (GEDC) approved a Performance Agreement with Laurel Ridge Designs Inc. (Developer) for improvements to 827 St. Lawrence for qualified expenditures. "Qualified Expenditures" mean those costs associated with the construction of improvements to the building located on the Property, including a deck, electrical, upstairs bath addition, cellar doors, replace HVAC, install a railing, and replace signage, and which meet the definition of "project" as that term is defined in Section 505.158 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act. A public hearing was held on May 26, 2021. Public notice of the project was published in the Gonzales Inquirer on May 6, 2021.

GEDC covenants and agrees with Developer that, while the Agreement is in effect, it shall comply with the terms and conditions outlined within the performance agreement.

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 available funds within the Business Incentive Grant Program 7-700.718 of the 2020 - 2021 budget.

ATTACHMENTS:

Performance Agreement

STAFF RECOMMENDATION:

Staff respectfully requests City Council action as deemed appropriate.

RESOLUTION NO. 2021-48

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

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

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

WHEREAS, GEDC has approved a project with Laurel Ridge Designs, Inc., and the Performance Agreement is attached hereto as *Exhibit A*; and

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of June, 2021.

Connie Kacir, Mayor

ATTEST:

City Secretary

Exhibit A

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **LAUREL RIDGE DESIGNS, INC.**, a Texas corporation (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 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 construct improvements to the Laurel Ridge Designs establishment generally located at 827 St. Joseph Street, City of Gonzales, Texas; and

WHEREAS, on April 26, 2021, the Board of Directors of the GEDC approved financial assistance to Developer which would provide Developer the necessary financial assistance for the construction of improvements to the Laurel Ridge Designs establishment generally located at 827 St. Joseph Street, City of Gonzales, Texas; 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 Section 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 **December 31, 2026**, 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 Laurel Ridge Designs, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this Agreement is 827 St. Joseph Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the 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 827 St. Joseph Street, Gonzales, Gonzales County, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction of improvements to the building located on the Property, including a deck, electrical, upstairs bath addition, cellar doors, replace HVAC, install a railing, and replace signage, and which meet the definition of “project” as that term is defined in Section 505.158 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (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.** Developer covenants and agrees to submit to the GEDC paid invoices, paid receipts, or other documentation of the Qualified Expenditures made to the Property in a form acceptable to the GEDC and in the minimum amount of **Sixty-Four Thousand Two Hundred Ninety and No/100 Dollars (\$64,290.00)** prior to any reimbursement. Developer covenants and agrees to provide to the GEDC said invoices, receipts, or other documentation by **December 31, 2021**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain from the City of Gonzales, Texas, a certificate of occupancy for the Laurel Ridge Designs Establishment located on the Property by **December 31, 2021**.
- (c) **Operate Laurel Ridge Designs Establishment.** Developer agrees to maintain and operate the Laurel Ridge Designs Establishment located on the Property during the Term of this Agreement. Further, Developer covenants and agrees to submit an annual report, a copy of which is attached hereto as **Exhibit A**, and is incorporated herein. The first report shall be due **December 31, 2021**, and annually thereafter.
- (d) **Job Creation and Retention.** Developer agrees during the Term of this Agreement, the Developer shall employ and maintain a minimum of two (2) Full-Time Equivalent Employment Positions working at the Property.
- (e) **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.

- (f) **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 submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Fifty-Two Thousand and No/100 Dollars (\$52,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other documentation submitted by the Developer to GEDC within sixty (60) days of receipt of said documentation.
- (b) **Performance.** GEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the 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.

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.

- | | |
|------------------|--|
| if to GEDC: | Gonzales Economic Development Corporation
820 Saint Joseph Street
Gonzales, Texas 78629
Attn: Jennifer Kolbe, Executive Director
Telephone: (830) 672-2815 ext. 1600 |
| if to Developer: | Laurel Ridge Designs, Inc.
827 St. Joseph Street
Gonzales, Texas 78629
Attn: Barbara Crozier
Telephone: (830) 672-2484 |

- 52

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 120th 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: _____

Andy Rodriguez, President

Date Signed: _____

DEVELOPER:

LAUREL RIDGE DESIGNS, INC.

a Texas corporation

By: _____

Barbara Crozier

Title: _____

Date Signed: _____

Exhibit A

[Annual Report]

Performance Agreement Certification Report

Certification Report for the Performance Agreement between the Gonzales Economic Development Corporation and Laurel Ridge Designs, is due annually for five years per the term of the agreement.

I. Project Information

Company Information:

Company's _____ legal _____ name: _____

Project _____ address: _____

Name of primary contact: _____

II. Reporting Information

Employment Information:

Have you employed undocumented workers? ☐ Yes ☐ No

Have you occupied the building at 827 St. Joseph Street Gonzales, Texas 78629 and operated the facility as a retail establishment and inn?

☐ Yes ☐ No

What is the total number of Full-time Employees located at the facility during the calendar year? ☐

If you are in default of the agreement, please provide a letter describing why you were not able to comply and attach it to this certification form.

III. Additional Information (Voluntary)

Employment:

Number of full-time jobs added in past year: _____

Are you interested in being contacted about workforce training opportunities? ☐ Yes ☐ No

Are you interested in being contacted for assistance with City permits? ☐ Yes ☐ No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____ (Company Name) remakes those representations and warranties as of the date hereof.

I further certify that the employment and is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the GEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____ (Company Name).

Name of Certifying Officer

Certifying Officer's Title

Phone Number

E-Mail Address

Signature of Certifying Officer

Date

STATE OF TEXAS X
COUNTY OF GOZALES X

This information was acknowledged before me on this _____ day of _____, _____ by _____ (First and Last Name, Title) for _____ (Company Name).

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

**Attention: Executive Director
Gonzales Economic Development Corporation
820 St. Joseph
Gonzales, Texas 78629**

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-49 Authorizing an amendment to the Fiscal and Budgetary Policy Statement for the City of Gonzales

DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Council is required to review and approve the Financial Policy each year as part of the budget process. The intent of the Financial Policy otherwise known as the Fiscal and Budgetary Policy Statement is to enable the City to achieve a long-term stable and positive financial condition. On September 21, 2020, City Council adopted Resolution 2020-93 Authorizing and Adopting the Financial Policy for the City of Gonzales. Staff feels that an amendment should be made to the Purchasing paragraph in Section V. Expenditure Control to include exemptions within Chapter 252.022 (16) (c) of the Local Government Code.

The City has a longstanding interlocal agreement with LCRA that allows the City to access purchasing contracts for the electric utility through Techline. The City's purchasing paragraph in the City's Fiscal and Budgetary Policy states that the City shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas. This includes provisions regarding sole source, purchasing co-ops such as BuyBoard and other alternative purchasing processes. As a municipally owned electric utility, however, the city with regards to utility related purchasing is allowed even greater latitude in its utility related procurement. With the successful partnership with GVEC continuing, staff determined it would be in the City's interest to formally adopt an Amendment to the Purchasing paragraph in Section V. of the Financial Policy specific to the electric utility procurement to take advantage of any financially advantageous procurement opportunities that may arise. This is simply added flexibility to the regular procurement policy that allows for cost savings through other available avenues, several that are already in place but through other agreements such as interlocal agreements.

Because many of these options exist through other avenues and have been regularly utilized, we further recommend that the resolution adopted ratifies those purchases, if any, made for fiscal year 2020-2021 as being compliant with this policy since this policy incorporates those existing methods of procurement.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Exhibit "A"

STAFF RECOMMENDATION:

Staff recommends that the resolution adopted ratifies those purchases, if any, made for fiscal year 2020-2021 as being compliant with this policy since this policy incorporates those existing methods of procurement.

RESOLUTION 2021-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING AN AMENDMENT TO THE FISCAL AND BUDGETARY POLICY STATEMENT FOR THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Financial Policy states that Council is required to review and approve it each year as part of the budget process; and

WHEREAS, the intent of the Financial Policy otherwise known as the Fiscal and Budgetary Policy Statements is to enable the City to achieve a long-term stable and positive financial condition; and

WHEREAS, on September 21, 2020, the City Council adopted Resolution 2020-93 Authorizing and Adopting the Financial Policy for the City of Gonzales; and

WHEREAS, staff feels that an amendment should be made to the purchasing paragraph in Section V. Expenditure Control to include exemptions within Chapter 252.022 (16) (c) of the Local Government Code.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes an amendment to the Financial Policy for the City of Gonzales with the changes on Exhibit "A".

Section 2. The City Council hereby ratifies those purchases, if any are made for the fiscal year 2020-2021 as being compliant with this policy since this policy incorporates those existing methods of procurement.

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

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

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

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

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

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

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

PASSED AND APPROVED this 10TH day of June, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

Exhibit "A"

V. EXPENDITURE CONTROL

PURCHASING. All City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas. The City of Gonzales affirms that it will adhere to 2 CFR 200 for all federally funded procurements. The sealed bid requirements established in Chapter 252 of the Local Government Code do not apply to expenditures by a municipality as stated in 252.022, including a municipally owned electric utility in connection with any purchases by the municipally owned utility made in accordance with procurement procedures adopted by a resolution of the body vested with authority for management and operation of the municipally owned utility that sets out the public purpose to be achieved by those procedures. This does not exempt a municipally owned utility from any other applicable statute, charter provision, or ordinance. Additionally, procurement of items that are available from only one source are also exempt. With regard to the operation of an electric utility, this could include items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; gas, water, and other utility services; or captive replacement parts or components for equipment.

Recommendations on purchases and contracts over \$50,000 shall be submitted to the Council by the City Manager for Council approval. Upon Council approval, the City shall confirm the bid award to the successful bidder by means of written City purchase order. The purchase of goods or services by the City totaling \$50,000 or more shall be awarded to the successful bidder by the formal bidding process. Telephone quotes are to be obtained for single item purchases over \$1,000 up to \$10,000. Purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtained through any interlocal purchasing authority or cooperative. All purchases over \$2,500 are to be pre-approved and pre-authorized by the City Manager. No purchases shall be made from vendors that are not on the approved vendors list as maintained by the Finance Department. Purchase cards are utilized for purchasing of consumable supplies and must comply with the policies and procedures establish for use of purchase cards.

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes to promote tourism and the convention and hotel industry in the City of Gonzales. The Gonzales Convention and Visitor Bureau (GCVB) is considering potential growth opportunities for tourism to our destination through the highly lucrative and ever-growing youth sports industry.

In 2017, the youth sports industry in Texas had become a \$15 billion industry that includes tournaments, camps and other opportunities for revenue. Post-pandemic, this industry is expected to continue to grow. Communities across the state, comparable to Gonzales, have experienced significant increases in both hotel occupancy and sales tax revenues through the creation of sports complexes that host tournaments and camps year-round for youth sports, thus strengthening the overall economic health of their communities.

Prior to embarking upon the endeavor of a project of this potential scope, the GCVB feels that it is best that a firm with both the proper experience, qualifications and credibility be considered and secured to provide the thorough and comprehensive due diligence necessary. This research and report will be invaluable as both the City of Gonzales and potential community partners provide future consideration to a project of this magnitude.

The GCVB kindly requests approval from the Gonzales City Council to provide authorization to the Gonzales City Manager to authorize City Staff to launch an official Request for Proposal (RFP) process for a Feasibility Study and Market Analysis for the City of Gonzales for the enhancement of current municipally-owned sports fields and/or potential creation of a marketable sports complex.

POLICY CONSIDERATIONS:

Once the proposals have been received a recommendation from city staff will be presented to council for their consideration.

FISCAL IMPACT:

It is unknown what the fiscal impact will be until the proposals are received.

AGENDA ITEM

Discuss, Consider and Possible Action on Resolution #2021-50 Authorizing City Staff to Solicit Proposals from Reputable and Experienced Vendors for a Feasibility Study and Market Analysis for the Potential Improvement and Enhancement of Municipally-owned Softball and Baseball Fields and/or the Potential Creation of a New Sports Complex

STAFF RECOMMENDATION:

Staff respectfully requests approval of this request.

RESOLUTION NO. 2021-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING CITY STAFF TO SOLICIT PROPOSALS FROM REPUTABLE AND EXPERIENCED VENDORS FOR A FEASIBILITY STUDY AND MARKET ANALYSIS FOR THE POTENTIAL IMPROVEMENT AND ENHANCEMENT OF MUNICIPALLY-OWNED SOFTBALL AND BASEBALL FIELDS AND/OR THE POTENTIAL CREATION OF A NEW SPORTS COMPLEX; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council, on behalf of the City, may provide authorization to the Gonzales Convention and Visitor Bureau for the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, City staff, with the support of the GCVB, may solicit proposals for a feasibility study and market analysis of the destination of Gonzales for the potential enhancement of current municipally-owned sports field and/or creation of a new sports complex in an effort to increase hotel occupancy tax and sales tax revenue; and,

WHEREAS, the City Council hereby finds that the City Manager authorizing City staff to solicit proposals for a feasibility study and market analysis in regards to sports field within Gonzales in an effort to ensure proper due diligence is garnered is in the best interest of the City and its citizens, and serves a public purpose.

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

Section 1. The City Council of the City of Gonzales hereby authorizes city staff to solicit proposals from reputable and experienced vendors for a feasibility study and market analysis for the potential improvement and enhancement of municipally-owned softball and baseball fields and/or the potential creation of a new sports complex.

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of June, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: June 10, 2021

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-51 Approving the use of the practice field located on North Avenue between the 400 block of Williams Street and 400 block of Tate Street and authorizing designated street closures for the First Responder Appreciation Night on June 25, 2021 and authorizing the City Manager to execute an agreement with Austin Aeronauts, LLC.

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales would like to conduct a balloon promotion for First Responder Appreciation Night on June 25, 2021. They would like to hold it on the practice field located between the 400 block of Tate and Williams Street to allow adequate space for the balloons. The desire is to close the 400 block of Tate and Williams to ensure safety of those participating. Set-up for the event will begin at 6:00 p.m. and take down will be at 10:00 p.m.

POLICY CONSIDERATIONS:

This is consistent with current procedures for street closures and use of City owned property.

FISCAL IMPACT:

The cost of the balloon rental is in the amount \$6,000.00 with 50% deposit required and travel expenses of \$1,000.00. However, there has been a donation of funds to cover the costs associated. The City of Gonzales will not be responsible for any of the costs for this event.

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2021-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE USE OF THE PRACTICE FIELD LOCATED ON NORTH AVENUE BETWEEN THE 400 BLOCK OF WILLIAMS STREET AND 400 BLOCK OF TATE STREET AND AUTHORIZING DESIGNATED STREET CLOSURES FOR THE FIRST RESPONDER APPRECIATION NIGHT ON JUNE 25, 2021 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AUSTIN AERONAUTS, LLC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an event sheet has been presented for the use of the practice field located on North Avenue from 6:00 p.m. on until 10 p.m. on June 25, 2021, for First Responder Appreciation Night; and

WHEREAS, the street closures for the 400 block of Tate and Williams Streets will include barricades to be placed at the intersections on said streets on St. Joseph and St. Paul; 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 approves the use of the practice field located on North Avenue between the 400 block of Williams Street and 400 block of Tate Street and authorizing designated street closures for the First Responder Appreciation Night on June 25, 2021 and authorizing the City Manager to execute an agreement with Austin Aeronauts, LLC. as stated herein and set forth in the agreement attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of June, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

CITY OF GONZALES



COME AND TAKE IT

BALLOON EVENT CONTRACT

This agreement, made this Date: _____ between the City of Gonzales, Texas, a Texas home rule municipality (hereinafter referred to as "City")

and:

Austin Aeronauts, LLC, a Texas limited liability company located at 114 Concan Dr. Hutto Texas 78634 (hereinafter referred to as "Company").

WITNESSETH, that the City contracts for the services of Company(s) as (an) independent contractor(s), not as (an) employee(s), on the terms and conditions set forth below. Company(s) and Agent agree to render to the City services as follows:

Name of Event: First Responder Appreciation Night: Balloon Promotion

Date(s) of Event: June 25, 2021

Location of event: _____

Hours of Performance: 6:00 P.M. – 10:00 P.M.

Special Provisions/Requests: _____

Compensation:

\$3000.00 to be paid at booking

\$3,000.00 to be paid at completion of event

\$1,000 to be paid upon verification of travel expenses

Payment Agreement:

Check(s) to be issued to: Name: _____

Address: _____

Phone Contact(s): _____

Email: _____

Social Security number or Federal ID Number: _____
(For example SSN #123-45-6789 or FIN #12-34567890)

1. The City contracts for the services of Company as an independent contractor and not as an employee. Company shall conduct a balloon promotion event in strict conformance with the Balloon Event Guidelines published by the Balloon Federation of America. Company shall designate a Balloonmeister for the event to act as the designated representative of the Company for the Event. The Balloonmeister is responsible for ensuring that the pilots selected for the event are properly licensed, insured and possess the minimum requisite skill level for classification of the event.

2. The City shall make payment to Company who is responsible for compensating pilots as agreed between Company and the pilots. The balloonmeister and pilots are self-employed or employees of Company who will have the duty of and will be responsible for complying with Federal, State and Internal Revenue Service laws and regulations pertaining to the withholding of taxes and social security, and for complying with any union or Federation rules pertaining to deduction for dues and any health or welfare fund, and any other union or Federation deduction or payment, and Company will hold City of Gonzales harmless and indemnify it for any claims therefrom.

3. Company will be allowed reasonable access to the designated area before and after the event for the purpose of assembling and removing equipment. Company will arrive at engagement at timeframe designated above. A designated representative of City will be allowed access for consultation with Company at any time.

4. It is mutually agreed that neither party shall be responsible for any provision in this contract when prevented from complying with a contractual provision due to any Act of God or any other legitimate condition beyond the control of the appropriate party. It is understood that if a delay is caused by weather, every effort will be made to readjust schedules in order that ascension may be made the following day or within 30 days from the original date of promotion if weather permits.

5. The City shall provide a 200 foot by 200 foot roped off area for each balloon inflation and operation. Company shall inspect each area and accept the condition prior to staging a balloon within the area. The City shall not be responsible for any damage to balloons or equipment. The City shall provide such security in the form of routine police patrol and presence as it deems reasonably necessary incidental to the event, and in the event Company(s) have their own security, Company(s) shall inform and identify to City, their security personnel at least 24 hours prior to the commencement of the performance and said security shall comply with all federal, state and local laws, ordinances and regulations while on the premises of the City.

6. City and Company agree that, at the discretion of the Company balloonmeister, No inflation will be attempted in winds gusting over 8 MPH unless unusual circumstances exist, and responsibility is assumed by the promoter and approval is gained from the pilot. If a hot inflation is attempted, the contract shall be considered completed. If winds are greater than 8 MPH but less than 12 MPH, and from a direction that will allow safe flight and landing within FAA regulations, the balloon will be inflated and flown from the selected location. It is further understood that tethered flights can be conducted in winds up to 4 mph.

7. Company(s) shall reimburse, indemnify and hold harmless the City for all loss to the City resulting from the negligence of Company(s) in the performance of this contract. In further consideration, Company hereby agrees to assume all liability, jointly and severally, for any injuries or damages that may be performance related, or that Company or its employees, contractors or performers may cause to any persons or property during

Company's use of and visit to Gonzales campus while Company is engaged in the activities described hereinabove.

8. In addition, prior to any activities contemplated by this agreement, Company agrees to provide to the City a certificate of insurance proof of current General Liability Insurance for Balloon Operations, Pilot Liability and, if applicable, Workers Compensation coverage as required by State statute, and agrees to name City as an additional insured in respect to liability and the Company's activities/event described hereinabove. The City shall not be liable for any damages or injuries of the Company(s), their pilots, contractors, passengers or their equipment, while engaged in this event or while on the City's premises, and Company hereby releases City, its City Council, Officers, Staff, Employees, Representatives and Agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said visit, performance or related activities, except for those losses or claims arising from the sole or willful negligence of the City. The insurance required herein, for each balloon operating, shall have minimum liability limits of \$1,000,000 each occurrence combined bodily injury and property damage, including passengers, but not less than \$100,000 each passenger.

9. Any waiver that Company requires any passenger to sign prior to boarding a balloon shall include a release of liability and assumption of risk that releases both Company and City from any liability arising from the event.

10. The validity, interpretation and effort of this contract and any exhibit attached hereto shall be governed by the laws of the State of Texas. The laws of the State of Texas shall govern all rights, obligations, remedies and liabilities arising pursuant to this contract and any exhibit(s) attached thereto. Venue for any legal action relating to this contract shall be Gonzales County, Texas.

11. Only those items or services specifically delineated in this contract and any rider(s) attached hereto are being provided or paid for by the City. No additional costs for items or services will be borne by the City without its prior expressed written consent.

12. Any person/entity executing this contract, other than Company(s), expressly warrants that he/it is authorized to execute this contract for Company(s) for this engagement at the time and place specified in this contract.

13. This contract shall not be binding upon the City until fully executed, including signing and initialing of any changes by the parties hereto, or their authorized representatives, and delivered to the City at least 5 days prior to the date of event along with a certificate of insurance with the requirements stated above.

14. The City representatives signing this agreement certify that they sign as properly authorized representatives of the City and do not assume any personal liability for meeting the terms of this contract.

15. The City may modify this contract provided written notice is given to Company(s). Both parties must initial all additions and deletions to this contract in order to be valid. This contract

and any exhibits attached hereto represents a complete and final expression of the parties' agreement. The parties will therefore be responsible only for those items expressed in this contract and any addendums attached thereto, irrespective of any additional or contrary oral or written statements or representations.

16. City of Gonzales is an Equal Opportunity employer that does not discriminate on the basis of race, color, sex, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to employees and citizens of the City. It does not discriminate on the basis of race, age, color, sex, sexual orientation, national and ethnic origin or handicap in administration of its policies, programs, and other activities.

17. In the event any of the provisions of this agreement are rendered to be invalid, illegal or unenforceable for any reason, the remainder of this agreement shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereby agree and accept the foregoing terms and provisions of this Agreement and each of the parties have authorized their official representatives to execute on the date as shown herein.

City Manager
City of Gonzales

Representative
Company

Dated: _____

Dated: _____

EXHIBIT A
Certificate of Insurance

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	<u>First Responder Appreciation Night</u>		
HOST ORGANIZATION	<u>City of Gonzales</u>		
CONTACT NAME	<u>City of Gonzales</u>		
CONTACT CELL PHONE	<u>830-672-2815</u>		
EVENT DATE	<u>Friday, June 25, 2021</u>		
EVENT START TIME <u>6:00 pm</u>	EVENT END TIME <u>10:00 pm</u>		
EVENT LOCATION	<u>Practice Field between St. Joseph & Paul Streets</u>		
HOLIDAY CELEBRATED	<u>Y</u> <u> </u> <u>N</u> <u>x</u> <u> </u>	HOLIDAY: <u> </u>	
CITY COUNCIL APPROVAL REQUIRED	<u>Y</u> <u>x</u> <u> </u> <u>N</u> <u> </u> <u> </u>	MEETING DATE: <u>June 10, 2021</u>	
<u>POLICE/FIRE/EMS DEPARTMENT</u>			
ATTENDANCE ESTIMATE	<u>Up to 500</u>		
MUSIC	<u>Y</u> <u> </u> <u>N</u> <u>x</u> <u> </u>	LIVE	DJ <u> </u>
FOOD	<u>Y</u> <u> </u> <u>N</u> <u>x</u> <u> </u>		
ALCOHOL	<u>Y</u> <u> </u> <u>N</u> <u>x</u> <u> </u>	RESPONSIBLE PARTY <u>N/A</u>	
MOTORIZED VEHICLES	<u>Y</u> <u> </u> <u>N</u> <u>x</u> <u> </u>	PARADE <u> </u>	SHOW <u> </u>
PUBLIC OR PRIVATE EVENT	<u>Private (First responder only) then possibly public</u>		
SECURITY	<u>Y</u> <u>x</u> <u> </u> <u>N</u> <u> </u> <u> </u>	# OFFICERS NEEDED <u> </u>	
<u>ELECTRIC DEPARTMENT</u>			
ADDITIONAL LIGHTING	<u>Y</u> <u>x</u> <u> </u> <u>N</u> <u> </u> <u> </u>		
NUMBER OF OUTLETS NEEDED	<u> </u>		
AMPS/WATTS NEEDED	<u> </u>		
TENT	<u>Y</u> <u> </u> <u>N</u> <u>x</u> <u> </u>	SET UP DAY/TIME	<u>June 25 before 6 PM</u>
TENT SIZE:	<u> </u>	TAKE DOWN DAY/TIME	<u>June 25 after 10 PM</u>
<u>STREETS DEPARTMENT</u>			
STREETS AFFECTED	<u>Y</u> <u>x</u> <u> </u> <u>N</u> <u> </u> <u> </u>	<u>We will need sufficient amount of barricades</u>	
BARRICADES NEEDED (max 12)	<u>Y</u> <u>x</u> <u> </u> <u>N</u> <u> </u> <u> </u>	<u>To block off said streets, and barrels for closing</u>	
CONES NEEDED (max 48)	<u>Y</u> <u>x</u> <u> </u> <u>N</u> <u> </u> <u> </u>	<u>Field where rides will take place on June: 25.</u>	
STREETS TO BE CLOSED	<u>Y</u> <u>x</u> <u> </u> <u>N</u> <u> </u> <u> </u>		
<u>COMMUNITY SERVICES DEPARTMENT</u> (Contingent upon availability)			
NUMBER OF TRASH CANS	<u>As many as available</u> (max 25)		
SET UP TIME	<u>6:30 am</u>		
TAKE DOWN TIME	<u>11:00 pm</u>		

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-52 Approving A Type B Economic Development Project and Performance Agreement, by and between the Gonzales Economic Development Corporation and First United Methodist Church Regarding Improvements authorized pursuant to Section 505.152 of the Texas Local Government Code

DATE: June 10, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At the May 26, 2021, meeting, the Gonzales Economic Development Corporation (GEDC) approved a Performance Agreement with First United Methodist Church (Developer) for improvements to 509 St. Lawrence Street, Gonzales, Texas 78629 for qualified expenditures” mean those costs associated with the construction and or improvements to the youth center located on the Property, and which meet the definition of “project” as that term is defined in Section 505.152 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act. The First United Methodist Church covenants and agrees to maintain and operate the youth center facility located on the Property as a youth center facility consistent with Section 505.152 of the Act and during the Term of this Agreement and consisting of the following activities: host community events, art shows, entertainment activities, tourism gatherings, conventions, have the facility open for family gatherings, school functions, workshops, trainings, and exercise classes. A public hearing was held on May 26, 2021. Public notice of the project was published in the Gonzales Inquirer on May 6, 2021.

GEDC covenants and agrees with Developer that, while the Agreement is in effect, it shall comply with the terms and conditions outlined within the performance agreement.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The GEDC has available funds within the Business Incentive Grant Program 7-700.718 of the 2020 - 2021 budget.

ATTACHMENTS:

Performance Agreement

STAFF RECOMMENDATION:

Staff respectfully requests City Council action as deemed appropriate.

RESOLUTION NO. 2021-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT, BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND FIRST UNITED METHODIST CHURCH REGARDING IMPROVEMENTS AUTHORIZED PURSUANT TO SECTION 505.152 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

WHEREAS, GEDC has approved a project with the First United Methodist Church and the Performance Agreement which is attached hereto as *Exhibit A*; and

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

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

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

Section 2. That the City Council of the City of Gonzales, Texas, finds and determines that the project and Performance Agreement attached hereto as *Exhibit A*, is otherwise consistent with Section 505.152 of the Texas Local Government Code.

Section 3. That the City Council of the City of Gonzales, Texas, authorizes the project and Performance Agreement attached hereto as *Exhibit A*, and authorizes the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED this 10th day of June, 2021.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

Exhibit A

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **FIRST UNITED METHODIST CHURCH**, a Texas non-profit corporation (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 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 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 for improvements to a youth center generally located at 509 St. Lawrence Street, City of Gonzales, Texas; and

WHEREAS, GEDC approved financial assistance to Developer at its April 26, 2021, Board of Directors’ meeting, which would provide Developer the necessary financial assistance for the construction of improvements to a youth center generally located at 509 St. Lawrence Street, City of Gonzales, Texas; and

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

WHEREAS, 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 **December 31, 2023**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means the First United Methodist Church, a Texas non-profit corporation, its successors and assigns, whose address for the purposes of this Agreement is 426 St. Paul Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the 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 the 509 St. Lawrence Street, City of Gonzales, Gonzales County, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or improvements to the youth center located on the Property, and which meet the definition of “project” as that term is defined in Section 505.152 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (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 submit to the GEDC paid invoices, paid receipts, or other documentation of the Qualified Expenditures 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 by September 30, 2021.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain from the City of Gonzales, Texas, a certificate of occupancy for the youth center facility located on the Property by September 30 , 2021.
- (c) **Operate Youth Center Facility.** Developer covenants and agrees to maintain and operate the youth center facility located on the Property as a youth center facility consistent with Section 505.152 of the Act and during the Term of this Agreement, and consisting of the following activities: host community events, art shows, entertainment activities, tourism gatherings, conventions, have the facility open for family gatherings, school functions, workshops, trainings and exercise classes. Further, Developer covenants and agrees to submit an annual report, a copy of which is attached hereto as ***Exhibit A***, and is incorporated herein. The first report shall be due December 31, 2021, and annually thereafter.
- (d) **Job Creation and Retention.** Developer covenants and agrees during the Term of this Agreement, the Developer shall employ and maintain a minimum of four (4) Full-Time Equivalent Employment Positions.

- (e) **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.
- (f) **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 submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Fifteen Thousand and No/100 Dollars (\$15,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other documentation submitted by the Developer to GEDC within sixty (60) days of receipt of said documentation.
- (b) **Performance.** GEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the 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.

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.

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: Jennifer Kolbe, Executive Director Telephone: (830) 672-2815 ext. 1600
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if to Developer:	First United Methodist Church 426 St. Paul Street Gonzales, Texas 78629 Attn: Rev. Dr. Matt J. Pennington Telephone: (830) 672-8521
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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 120th 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: _____

Andy Rodriguez, President

Date Signed: _____

DEVELOPER:

FIRST UNITED METHODIST CHURCH,

a Texas non-profit corporation

By: _____

Rev. Dr. Matt J. Pennington

Date Signed: _____

Exhibit A

Annual Report

Performance Agreement Certification Report

Certification Report for the Performance Agreement between the Gonzales Economic Development Corporation and First United Methodist Church, is due annually for two years per the term of the agreement.

I. Project Information

Company Information:

Company's _____ legal _____ name: _____

Project _____ address: _____

Name of primary contact: _____

II. Reporting Information

Employment and Wage Information:

Have you employed undocumented workers? ☐ Yes ☐ No

Have you occupied the building at 509 St. Lawrence, Gonzales, Texas 78629 for after school programs, community events, art shows, entertainment activities, tourism gatherings, conventions, family gatherings, school functions, workshops, trainings, and exercise classes ? _____ ?

☐ Yes ☐ No

What is the total number of Full-time Employees located at the facility during the calendar year? ☐

If you are in default of the agreement, please provide a letter describing why you were not able to comply and attach it to this certification form.

III. Additional Information (Voluntary)

Employment:

Number of full-time jobs added in past year: _____

Are you interested in being contacted about workforce training opportunities? ☐ Yes ☐ No

Are you interested in being contacted for assistance with City permits? ☐ Yes ☐ No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____ (Company Name) remakes those representations and warranties as of the date hereof.

I further certify that the employment and is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the GEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____ (Company Name).

Name of Certifying Officer

Certifying Officer's Title

Phone Number

E-Mail Address

Signature of Certifying Officer

Date

STATE OF TEXAS X
COUNTY OF GOZALES X

This information was acknowledged before me on this _____ day of _____, _____ by _____ for _____ (Company Name).
(First and Last Name, Title)

Notary Public, State of Texas

**Attention: Executive Director
Gonzales Economic Development Corporation
820 St. Joseph
Gonzales, Texas 78629**

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2021-18 Approving a Budget Amendment to the Operating Budget for the Fiscal Year October 1, 2020 and Ending September 30, 2021 in the amount of \$127,430

DATE: June 10, 2021

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

On September 10, 2020 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2020 and ending September 30, 2021.

BUDGET AMENDMENT #1

On May 13, 2021 City Council authorized the Gonzales Convention and Visitors Bureau to provide funding to the Gonzales Main Street for the 2021 Gonzales Main Street Summer Concert Series in the amount of \$25,000 and that a budget amendment be done at a later time. These funds are in addition to the \$20,000 that was already budgeted for GL Account 500-7-811.415. Staff is requesting a budget amendment for the following account which will come from the fund balance of the Hotel/Motel Fund, current fund balance as of May 28, 2021 is \$698,218.77.

Main Street	500-7-811.415	\$25,000
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BUDGET AMENDMENT #2

On May 6, 2021 City Council authorized the Gonzales Convention and Visitors Bureau to provide funding for the Come and Take It Committee for assistance in securing entertainment options for the 2021 Come and Take It Celebration in the amount of \$20,000 and that a budget amendment be done at a later time. These funds are in addition to the \$5,000 that was already budgeted for GL Account 500-7-811.523. Staff is requesting a budget amendment for the following account which will come from the fund balance of the Hotel/Motel Fund, current fund balance as of May 28, 2021, is \$698,218.77.

Come and Take It Event	500-7-811.523	\$20,000.00
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BUDGET AMENDMENT #3

The sign at the airport was severely damaged and a claim was filed with the City's insurance. On February 11, 2021 the City received a check from the insurance company in the amount of \$11,550 which was deposited in the Airport's bank account. Due to the severe damage, staff had

to get quotes to completely replace the sign. The quote that staff is moving forward with was from Alamo LED Sign Solution and it is in the amount of \$9,840. Staff is requesting a budget amendment for the following account to reflect the insurance check that we received and the expense of the replacement of the sign that was not budgeted. These funds will come from the fund balance of the airport account since the insurance check was deposited into that account. The airport bank account balance as of May 28, 2021 is \$105,355.55.

Insurance Reimbursement	100-4-406.604	\$11,550.00
Capital Replacement	100-7-602.650	\$ 9,840.00

BUDGET AMENDMENT #4

On March 11, 2021 City Council authorized the Arena Operations Manager position to be unfrozen so staff could advertise for the position. When the 2020-2021 budget was adopted there were no funds budgeted due to the position being frozen. Staff is requesting a budget amendment for the following accounts to reflect the position being filled:

Salaries - City Manager Dept.	100-7-102.106	- \$23,000.00
Salaries - Park & Rec. Director	100-7-201.101	- \$ 5,000.00
F.I.C.A.	100-7-102.110	- \$ 1,000.00
Medical Insurance	100-7-102.114	- \$ 1,520.00
Salaries - Rodeo Arena Manager	203-7-203.101	\$24,000.00
F.I.C.A.	203-7-203.110	\$ 1,836.00
Retirement	203-7-203.112	\$ 2,583.00
Medical Insurance	203-7-203.114	\$ 2,079.00
Life Insurance	203-7-203-116	\$ 22.00

POLICY CONSIDERATIONS:

Approval of these budget amendments is consistent with current policy.

FISCAL IMPACT:

This Ordinance will amend the budget.

ATTACHMENTS:

Please see Exhibit "A" for a listing of the budget amendments and justifications.

STAFF RECOMMENDATION:

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

ORDINANCE NO. 2021-18

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, APPROVING A BUDGET AMENDMENT TO THE OPERATING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 IN THE AMOUNT OF \$127,430; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual operating budget for the fiscal year October 1, 2020 through September 30, 2021, was approved and adopted by the City Council on September 10, 2020; and,

WHEREAS, amendments to said budget have been requested as itemized in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, said full and final consideration of said budget amendments have been held in a legally posted public meeting of the City Council, and it is the consensus of opinion that the budget amendments as submitted, should be approved and adopted.

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby amends the budget for the 2020-21 fiscal year as set forth in the Attached "Exhibit A", which is fully incorporated herein by reference.

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

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

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

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

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

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

PASSED AND APPROVED this 10th day of June, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

BUDGET AMENDMENT #1

On May 13, 2021 City Council authorized the Gonzales Convention and Visitors Bureau to provide funding to the Gonzales Main Street for the 2021 Gonzales Main Street Summer Concert Series in the amount of \$25,000 and that a budget amendment be done at a later time. These funds are in addition to the \$20,000 that was already budgeted for GL Account 500-7-811.415. Staff is requesting a budget amendment for the following account which will come from the fund balance of the Hotel/Motel Fund, current fund balance as of May 28, 2021 is \$698,218.77.

Main Street	500-7-811.415	\$25,000
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Salaries - City Manager Dept.	100-7-102.106	- \$23,000.00
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Retirement	203-7-203.112	\$ 2,583.00
Medical Insurance	203-7-203.114	\$ 2,079.00
Life Insurance	203-7-203-116	\$ 22.00

CITY OF GONZALES FINANCIALS

June 10, 2021

REPORTS FOR PERIOD ENDING 5/31/2021

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUNDS

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2021

100-GENERAL FUND

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

REVENUE SUMMARY						
401-TAX REVENUE	2,763,678.00	166,196.90	1,658,794.43	60.02	0.00	1,104,883.57
402-FRANCHISE REVENUE	1,848,550.00	47,742.61	1,025,891.42	55.50	0.00	822,658.58
403-LICENSE/FEE/PERMITS	67,650.00	2,630.55	36,735.17	54.30	0.00	30,914.83
404-PARKS FEES REVENUE	221,150.00	20,979.43	164,176.74	74.24	0.00	56,973.26
405-MUNICIPAL COURT REVEN	65,772.00	4,838.59	35,564.23	54.07	0.00	30,207.77
406-MISCELLANEOUS REVENUE	697,200.00	31,967.17	574,671.59	82.43	0.00	122,528.41
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	26,000.00	0.00	841.66	3.24	0.00	25,158.34
409-OTHER FINANCING REVEN	287,233.00	14,615.00	700,206.84	243.78	0.00	(412,973.84)
410-TRANSFERS	2,618,677.00	0.00	1,523,389.57	58.17	0.00	1,095,287.43
*** TOTAL REVENUES ***	8,595,910.00	288,970.25	5,720,271.65	66.55	0.00	2,875,638.35
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	95,314.00	10,302.34	66,915.27	70.21	0.00	28,398.73
102-CITY MANAGER DEPART	248,880.00	12,277.81	154,245.20	61.98	0.00	94,634.80
103-COMMUNITY DEVELOPMENT	249,395.00	16,579.30	156,775.20	62.86	0.00	92,619.80
104-NON-DEPARTMENTAL	603,513.00	18,204.45	320,490.07	54.80	10,237.50	272,785.43
105-MAIN STREET DEPARTMEN	86,015.00	4,511.87	51,704.92	60.11	0.00	34,310.08
106-ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
107-BUILDING MAINTENANCE	225,633.00	12,730.94	138,113.40	61.21	0.00	87,519.60
108-CITY SECRETARY DEP	153,914.00	6,940.18	85,414.24	55.49	0.00	68,499.76
109-FINANCE DEPARTMENT	269,105.00	16,280.80	184,022.13	68.38	0.00	85,082.87
110-HOTEL/MOTEL	0.00	0.00	0.00	0.00	0.00	0.00
201-PARKS DEPARTMENT	670,931.00	48,651.56	409,153.20	60.98	0.01	261,777.79
202-SWIMMING POOL DEPARTM	32,368.00	1,200.00	1,660.26	5.13	0.00	30,707.74
204-RECREATION DEPARTMENT	9,177.00	0.00	117.61	1.28	0.00	9,059.39
206-INDEPENDENCE GOLF CO	271,895.00	18,128.99	164,684.75	60.57	0.00	107,210.25
301-FIRE DEPARTMENT	1,281,030.00	77,682.53	771,290.25	60.40	2,471.40	507,268.35
501-POLICE DEPARTMENT	2,719,079.00	134,587.08	1,577,620.01	61.38	91,289.27	1,050,169.72
504-ANIMAL CONTROL DEPART	158,644.00	9,193.41	89,073.60	56.15	0.00	69,570.40
550-MUNICIPAL COURT DEPT.	108,819.00	5,355.55	62,232.19	57.19	0.00	46,586.81
602-AIRPORT DEPARTMENT	79,795.00	5,220.80	52,422.37	71.86	4,920.00	22,452.63
603-STREETS DEPARTMENT	907,283.00	35,614.08	301,495.40	34.26	9,316.49	596,471.11
650-LIBRARY DEPARTMENT	274,650.00	17,107.20	166,744.72	60.71	0.00	107,905.28
660-MUSEUM DEPARTMENT	81,877.00	4,504.57	45,967.46	56.14	0.00	35,909.54
*** TOTAL EXPENDITURES ***	8,527,317.00	455,073.46	4,800,142.25	57.68	118,234.67	3,608,940.08
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	68,593.00	(166,103.21)	920,129.40	169.06	(118,234.67)	(733,301.73)
	=====	=====	=====	=====	=====	=====

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	644,844.00	24,215.00	280,180.72	43.45	0.00	364,663.28
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	644,844.00	24,215.00	280,180.72	43.45	0.00	364,663.28
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
203-JB WELLS PARK	730,163.00	152,036.29	450,160.01	62.71	7,700.00	272,302.99
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	730,163.00	152,036.29	450,160.01	62.71	7,700.00	272,302.99
	=====	=====	=====	=====	=====	=====
*** REVENUES OVER(UNDER) EXPENDITURES ***	(85,319.00)	(127,821.29)	(169,979.29)	208.25	(7,700.00)	92,360.29
	=====	=====	=====	=====	=====	=====

210-ELECTRIC FUND

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

REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	0.00	0.00	0.00	0.00	0.00	0.00
710-ELECTRIC DEPARTMENT	10,074,950.00	804,136.94	6,205,704.42	61.60	0.00	3,869,245.58
750-REVENUE COLLECTION	220,867.00	888.39	130,787.19	59.22	0.00	90,079.81
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL REVENUES ***	10,295,817.00	805,025.33	6,336,491.61	61.54	0.00	3,959,325.39
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	11,402,191.93	65,527.42	6,230,864.01	55.55	103,453.69	5,067,874.23
750-REVENUE COLLECTIONS	261,943.00	16,030.59	145,929.75	55.71	0.00	116,013.25
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	11,664,134.93	81,558.01	6,376,793.76	55.56	103,453.69	5,183,887.48
	=====	=====	=====	=====	=====	=====
*** REVENUES OVER(UNDER) EXPENDITURES ***	(1,368,317.93)	723,467.32	(40,302.15)	10.51	(103,453.69)	(1,224,562.09)
	=====	=====	=====	=====	=====	=====

220-WATER FUND

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

REVENUE SUMMARY						
300-CAPITAL PROJECTS-BUS	0.00	0.00	0.00	0.00	0.00	0.00
720-WATER PRODUCTION DEPT	2,168,100.00	189,500.60	1,504,885.66	69.41	0.00	663,214.34
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	2,168,100.00	189,500.60	1,504,885.66	69.41	0.00	663,214.34
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,114,808.33	29,719.68	1,004,171.20	48.86	29,061.26	1,081,575.87
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	2,114,808.33	29,719.68	1,004,171.20	48.86	29,061.26	1,081,575.87
	=====	=====	=====	=====	=====	=====
*** REVENUES OVER(UNDER) EXPENDITURES ***	53,291.67	159,780.92	500,714.46	885.04	(29,061.26)	(418,361.53)
	=====	=====	=====	=====	=====	=====

230-WASTEWATER FUND

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

REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,455,000.00	119,282.03	905,785.86	62.25	0.00	549,214.14
731-W/W CDBG PROJECT	745,322.00	0.00	71,014.95	9.53	0.00	674,307.05
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	2,200,322.00	119,282.03	976,800.81	44.39	0.00	1,223,521.19
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,369,776.33	43,937.23	673,238.47	50.03	12,100.00	684,437.86
731-W/W CDBG PROJECT	815,077.00	6,000.00	44,682.15	5.48	0.00	770,394.85
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	2,184,853.33	49,937.23	717,920.62	33.41	12,100.00	1,454,832.71
	=====	=====	=====	=====	=====	=====
*** REVENUES OVER(UNDER) EXPENDITURES ***	15,468.67	69,344.80	258,880.19	595.35	(12,100.00)	(231,311.52)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2021

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	794,450.00	64,452.59	520,866.35	65.56	0.00	273,583.65
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*** TOTAL REVENUES ***	794,450.00	64,452.59	520,866.35	65.56	0.00	273,583.65
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	810,897.00	52,647.83	573,110.32	70.68	0.00	237,786.68
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	810,897.00	52,647.83	573,110.32	70.68	0.00	237,786.68
	=====	=====	=====	=====	=====	=====
*** REVENUES OVER (UNDER) EXPENDITURES ***	(16,447.00)	11,804.76	(52,243.97)	317.65	0.00	35,796.97
	=====	=====	=====	=====	=====	=====

300-CAPITAL PROJECTS-BUSINESS

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

REVENUE SUMMARY						
300-CAPITAL PROJECTS-BUS	6,180.00	0.00	1,232.94	19.95	0.00	4,947.06
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	6,180.00	0.00	1,232.94	19.95	0.00	4,947.06
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
301-STREETS	0.00	0.00	0.00	0.00	0.00	0.00
302-WASTEWATER	1,134,000.00	127,123.87	576,964.46	50.88	0.00	557,035.54
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	1,621,000.00	127,123.87	1,135,941.66	70.08	0.00	485,058.34
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	2,755,000.00	254,247.74	1,712,906.12	62.17	0.00	1,042,093.88
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(2,748,820.00)	(254,247.74)	(1,711,673.18)	62.27	0.00	(1,037,146.82)
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2021

400-DSF GOVERNMENT ACTIVITIES

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

REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	1,134,601.00	0.00	1,061,288.27	93.54	0.00	73,312.73
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,134,601.00	0.00	1,061,288.27	93.54	0.00	73,312.73
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,127,600.00	0.00	871,150.00	77.26	0.00	256,450.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,127,600.00	0.00	871,150.00	77.26	0.00	256,450.00
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	7,001.00	0.00	190,138.27	715.87	0.00	(183,137.27)
	=====	=====	=====	=====	=====	=====

500-RESTRICTED USE FUNDS

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

REVENUE SUMMARY						
410-TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL/MOTEL	350,500.00	11,501.65	160,816.22	45.88	0.00	189,683.78
812-MEMORIAL MUSEUM	5,740.00	375.00	2,480.07	43.21	0.00	3,259.93
813-FORFEITURES	4,200.00	0.00	73.54	1.75	0.00	4,126.46
814-MUNICIPAL COURT	2,900.00	232.39	1,182.95	40.79	0.00	1,717.05
815-ROBERT L BROTHERS	75,900.00	0.00	2,152.44	2.84	0.00	73,747.56
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	439,240.00	12,109.04	166,705.22	37.95	0.00	272,534.78
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	723,328.33	23,708.36	302,854.11	43.93	14,939.00	405,535.22
812-MEMORIAL MUSEUM	34,000.00	0.00	2,591.52	7.62	0.00	31,408.48
813-FORFEITURES	21,000.00	0.00	0.00	0.00	0.00	21,000.00
814-MUNICIPAL COURT	19,500.00	47.65	4,589.77	23.54	0.00	14,910.23
815-ROBERT L BROTHERS	44,100.00	32.10	16,673.19	37.81	0.00	27,426.81
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	841,928.33	23,788.11	326,708.59	40.58	14,939.00	500,280.74
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	{ 402,688.33}	{ 11,679.07}	{ 160,003.37}	43.44	{ 14,939.00}	{ 227,745.96}
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2021

575-CAPITAL PROJECTS-GOV.

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

REVENUE SUMMARY						
575-CAPITAL PROJECTS-GOV	6,180.00	0.00	1,407,225.99	770.65	0.00	(1,401,045.99)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	6,180.00	0.00	1,407,225.99	770.65	0.00	(1,401,045.99)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
CAPITAL PROJECTS-GOV	932,300.00	0.00	885,670.57	95.00	0.00	46,629.43
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	932,300.00	0.00	885,670.57	95.00	0.00	46,629.43
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(926,120.00)	0.00	521,555.42	56.32-	0.00	(1,447,675.42)
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2021

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	957,500.00	81,027.55	514,111.98	53.69	0.00	443,388.02
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	957,500.00	81,027.55	514,111.98	53.69	0.00	443,388.02
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,309,383.00	62,308.86	334,607.23	25.55	0.00	974,775.77
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,309,383.00	62,308.86	334,607.23	25.55	0.00	974,775.77
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	{ 351,883.00 }	18,718.69	179,504.75	51.01-	0.00	{ 531,387.75 }
	=====	=====	=====	=====	=====	=====

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
100-GENERAL FUND			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	995,222.10	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	105,355.55	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	

TOTAL CASH		1,100,577.65	
 <u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		283,031.79
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		16,646.07
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00

TOTAL INVESTMENTS			299,677.86
 <u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		1,772,444.94
100 1-104.604	TEXPOOL - ARMORY LEASE		0.00
100 1-104.702	TEXPOOL - IND PARK IMPT OIL		0.00
100 1-104.703	TEXPOOL - LEWIS PROPERTY		0.00

TOTAL POOLED INVESTMENTS			1,772,444.94
		-----	-----
TOTAL 100-GENERAL FUND		1,100,577.65	2,072,122.80
<hr/>			
203-JB WELLS FUND			
=====			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(147,110.07)	

TOTAL CASH		(147,110.07)	
		-----	-----
TOTAL 203-JB WELLS PARK FUND		(147,110.07)	0.00
<hr/>			
210-ELECTRIC FUND			
=====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	492,177.22	
210 1-001.499	CASH -HYDRO CO'S	0.00	
210 1-001.500	CASH - HYDRO BOND I & S	0.00	
210 1-001.600	CONFIDENTIALITY FEE	0.00	
210 1-001.606	CASH CUSTOMER METER DEPOSIT	176,998.37	

TOTAL CASH		669,175.59	

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>INVESTMENTS</u>			
210 1-103.000	AGENCY SECURITIES - ELECTRIC		0.00
210 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
210 1-103.410	CERT OF DEP - SOUTH STAR BANK		277,346.32
210 1-103.411	CERT OF DEPOSIT - RBFCU		0.00
210 1-103.606	CUSTOMER METER DEPOSITS - INVT		0.00
210 1-103.706	ELEC CAPITAL IMPROVEMENT-INST.		0.00
TOTAL INVESTMENTS			277,346.32
<u>POOLED INVESTMENTS</u>			
210 1-104.000	TEXPOOL- UNDESIGNATED		0.00
210 1-104.001	TEXPOOL-HYDRO CO'S		0.00
210 1-104.002	TEXPOOL- ELECTRIC FUND		1,982,309.14
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			1,982,309.14
TOTAL 210-ELECTRIC FUND			2,259,655.46
<hr/>			
220-WATER FUND			
=====			
<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	1,256,903.50	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	23,004.00	
TOTAL CASH		1,279,907.50	
<u>INVESTMENTS</u>			
220 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
220 1-103.411	CERTIFICATE OF DEPOSIT-SAGE		0.00
220 1-103.606	CUSTOMER METER DEPOSITS - INVT		0.00
TOTAL INVESTMENTS			0.00
<u>POOLED INVESTMENTS</u>			
220 1-104.000	TEXPOOL - WATER FUND		0.00
220 1-104.001	TEXPOOL CONSTRUCTION		0.00
220 1-104.002	TEXPOOL- WATER FUND		101,837.20
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL		0.00
TOTAL POOLED INVESTMENTS			101,837.20
TOTAL 220-WATER FUND			101,837.20

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	468,728.34	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	600.00	

TOTAL CASH		469,328.34	
 <u>INVESTMENTS</u>			
230 1-103.000	INVESTMENTS AGENCY SECURITIES		0.00
230 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
230 1-103.411	CERT. OF DEP - SOUTH STAR BANK		279,354.55

TOTAL INVESTMENTS			279,354.55
 <u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		509,185.81

TOTAL POOLED INVESTMENTS			509,185.81
		-----	-----
TOTAL 230-WASTEWATER FUND		469,328.34	788,540.36

240-SOLID WASTE			
=====			
 <u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	67,589.80	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	

TOTAL CASH		67,589.80	
 <u>INVESTMENTS</u>			
240 1-103.000	INVESTMENTS AGENCY SECURITIES		0.00
240 1-103.402	INVESTMENTS - I & S REVENUE BD		0.00
240 1-103.403	INVESTMENTS - I & S BOND RES		0.00

TOTAL INVESTMENTS			0.00
 <u>POOLED INVESTMENTS</u>			
240 1-104.000	TEXPOOL - SOLID WASTE FUND		0.00
240 1-104.100	TEXASTERM		0.00
240 1-104.402	TEXPOOL - I & S REVENUE BOND		0.00
240 1-104.403	TEXPOOL - I & S BOND RESERVE		0.00

TOTAL POOLED INVESTMENTS			0.00
		-----	-----
TOTAL 240-SOLID WASTE FUND		67,589.80	0.00

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

	TOTAL CASH	0.00	

	TOTAL 250-DSF PROPRIETARY	0.00	0.00

300-CAPITAL PROJECTS-BUS			
=====			
CASH			
300 1-001.000	CASH CONTROL - CAPITAL PROJ	(254,247.74)	
300 1-101.301	BOND - CIP	0.00	

	TOTAL CASH	(254,247.74)	
POOLED INVESTMENTS			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		0.00
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		530,570.21
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		734,000.42
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		0.00

	TOTAL POOLED INVESTMENTS		1,264,570.63

	TOTAL 300-CAPITAL PROJECTS-BUSINESS	(254,247.74)	1,264,570.63

400-DSF GOVERNMENTAL ACTI			
=====			
CASH			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	353,799.33	

	TOTAL CASH	353,799.33	

	TOTAL 400-DSF GOVERNMENT ACTIVITIES	353,799.33	0.00

500-RESTRICTED USE FUNDS			
=====			
CASH			
500 1-001.000	CASH - CONTROL ACCT	(15,386.35)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	698,218.77	
500 1-001.503	CASH - MUSEUM FUNDS	34,527.30	
500 1-001.504	CASH - FORFEITURES	24,040.64	

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.505	CASH - MUN CRT CHILD SAFETY	17,191.47	
500 1-001.506	CASH - MUN CRT SECURITY	22,999.15	
500 1-001.507	CASH - MUN CRT TECH	2,438.39	
500 1-001.508	CASH - SPECIAL EXPENSE	6,755.39	
500 1-001.509	CASH - AIRPORT IMPT	0.00	
500 1-001.510	PEG FRANCHISE (RESTRICTED USE)	0.00	
500 1-001.511	ROBERT LEE BROTHERS JR LIBRARY	88,299.16	

TOTAL CASH		879,083.92	
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TOTAL 500-RESTRICTED USE FUNDS		879,083.92	0.00

575-CAPITAL PROJECTS-GOV
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<u>CASH</u>			
575 1-001.000	CASH-CONTROL ACCT	0.00	

TOTAL CASH		0.00	
<u>POOLED INVESTMENTS</u>			
575 1-104.101	CASH-CO SERIES 19 CIP STREET		521,555.42

TOTAL POOLED INVESTMENTS			521,555.42
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TOTAL 575-CAPITAL PROJECTS-GOV.		0.00	521,555.42

700-COMPONENT UNIT
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<u>CASH</u>			
700 1-001.000	CASH -CONTROL ACCOUNT	(2,282.84)	
700 1-001.101	CASH - ECONOMIC DEV CORP	3,086,932.40	

TOTAL CASH		3,084,649.56	
<u>INVESTMENTS</u>			
700 1-103.412	CERT OF DEPOSIT-SAGE CAPITAL		0.00
700 1-103.419	RBFCU- BASIC BUSINESS CHECKING		0.00
700 1-103.420	RBFCU - MONEY MARKET ACCT		0.00
700 1-103.430	SAVINGS ACCT - RBFCU		0.00

TOTAL INVESTMENTS			0.00
		-----	-----
TOTAL 700-GONZALES ECONOMIC DEV		3,084,649.56	0.00
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FUND TOTAL OTHER INVESTMENTS			856,378.73
FUND TOTAL POOLED INVESTMENTS			6,151,903.14

TOTAL CASH AND INVESTMENTS		7,502,753.88	7,008,281.87
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*** END OF REPORT ***