

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
VIA TELEPHONE CONFERENCE
LIMITED IN PERSON ATTENDANCE AVAILABLE
AGENDA –MAY 13, 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, May 13, 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.

PRESENTATIONS

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

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

- 3.1 Discussion and Direction from City Council regarding mask requirements within City owned 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
- 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
- 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
- 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
- 4.5 Discuss, Consider & Possible Action on **Resolution #2021-40** Approving the Roger M. Dreyer Memorial Airport Hangar Lease Agreement
- 4.6 Discuss, Consider & Possible Action on **Resolution #2021-41** Approving the Tax Resale of the Property Located at 905 Kleine Street
- 4.7 Discuss, Consider & Possible Action on **Resolution #2021-42** Approving the Tax Resale of the Property Located at 917 Pecan Street

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

STAFF/BOARD REPORTS

6.1 Financial Report for the month of April 2021

6.2 City Manager, Tim Patek will update the City Council on the following:

- Jim Price Clean-up
- LCRA transmission line update
- Certified Public Manager certification update

CLOSED SESSION

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

8.1 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 May 13, 2021, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 10th day of May, 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.

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

A Regular Meeting of the City Council was held on **April 8, 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.

In accordance with Governor Abbott's Executive Order 29 issued on July 2, 2020 every person attending the meeting shall wear a face covering over the nose and mouth unless the person is under 10 years of age or has a medical condition or disability that prevents wearing a face covering.

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.

In person attendance by the public will be limited to 14 which is 50% capacity of the room less Council Members and required staff and should be separated by at least six (6) feet from other groups attending the meeting together. 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
Gary Schroeder	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 Revenue Collections Supervisor Micaela Estrada and Police Chief Tim Crow.

CITY EVENTS AND ANNOUNCEMENTS

- Announcements of upcoming City Events
- Announcements and recognitions by the City Manager
- Announcements and recognitions by the Mayor
Mayor Kacir commented on the availability of the COVID-19 vaccine.
- Recognition of actions by City employees
Chief Crow presented Officer Marisol Sanchez with a letter of commendation.
- Recognition of actions by community volunteers

HEARING OF RESIDENTS

No comments were made.

PROCLAMATION

- 1.1 Mayor Kacir read the proclamation for Fair Housing Month
- 1.2 Mayor Kacir read the proclamation for National Sexual Assault Awareness and Prevention Month
- 1.2 Mayor Kacir read the proclamation for Volunteer Month

PRESENTATIONS

- 2.1 Discuss, Consider & Possible Action on **Resolution #2021-24** Acknowledging Receipt and Presentation of the Comprehensive Annual Financial Report for Fiscal Year Ending September 31, 2020

Jon Watson of BrooksWatson & Co presented a detailed summary of the Comprehensive Annual Financial Report for Fiscal Year Ending September 31, 2020.

ACTION: Item 2.1

APPROVED

Council Member O'Neal moved to approve **Resolution #2021-24**. Council Member Brown seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.2 Presentation and Discussion from NewGen Strategies & Solutions on the results of the Electric, Water, and Wastewater Rate Study

Chris Ekrut of NewGen Strategies & Solutions, LLC presented the results of the Electric, Water and Wastewater Rate Study.

CONSENT AGENDA ITEMS

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

- 3.1 **Minutes** - Approval of the minutes for the March 11, 2021 Regular Meeting and the March 15, 2021 Special Meeting
- 3.2 Discuss, Consider & Possible Action on **Resolution #2021-25** Awarding the Contract for to Doucet and Associates for Engineering Services Competitively Procured for the TX CDBG Main Street Sidewalk Grant, in an Amount Not to Exceed \$70,000
- 3.3 Discuss, Consider & Possible Action on **Resolution #2021-26** Authorizing the Temporary Closure of Certain City Streets, Use of City Property and the Sale and Consumption of Alcohol on City Property for the Come & Take It Celebration on October 1, 2 and 3, 2021

ACTION: Items 3.1 to 3.3

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 ITEMS

- 4.1 Discussion and Direction from City Council regarding the Gonzales Little League Contract

The City Council discussed the information that was provided from the Little League recommended that the board have until April 15th to provide supplemental information to include more detailed financials and certificate of insurance.

- 4.2 Discussion and Direction from City Council regarding the opening of the public swimming pool and holding the Summer Youth Program

City Manager Tim Patek asked direction regarding opening The City Council was in agreement that the swimming pool would be opened this summer and that Thrive would be providing the Summer Youth Program for the children at \$10.00 per child per week.

- 4.3 Discuss, Consider & Possible Action on **Resolution #2021-27** Appointing members to the Redistricting Commission

Council member O'Neal selected Isaac Anzaldua for District 3; Council member Schroeder selected Caitlyn Boscamp for District 1; Council member Schurig selected David Tucy for District 2; Council member Brown selected Noel Reese for District 4 and Mayor Kacir selected Felipe Leon as an at large appointment who is also from District 4.

ACTION: Items 4.3

APPROVED

Council Member O'Neal moved to approve Approving **Resolution #2021-27** Appointing members to the Redistricting Commission. Council Member Brown seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

STAFF/BOARD REPORTS

5.1 Financial Report for the month of March 2021 and update on COVID Relief Grant and American Rescue Plan

Finance Director Laura Zella provided a detailed financial report regarding the COVID Relief Grant and American Rescue Plan.

5.2 City Manager, Tim Patek provided an update to the City Council on the following:

- LCRA Steps Forward
- Paddling Trail dock
- Jim Price Clean-Up
- LCRA Transmission Line Replacement

CONVENE INTO CLOSED SESSION:

The Council convened into closed session at 7:27 p.m.

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
- b.) Existing and future water rights and sources

(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
- b.) Purchase of real property

RETURN TO OPEN SESSION

The Council convened into open session at 8:33 p.m.

7.1 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 Schroeder, the meeting was adjourned at 8:34 p.m.

Approved this 13th day of May, 2021.

Connie Kacir, Mayor

City Secretary

**CITY OF GONZALES, TEXAS
SPECIAL CITY COUNCIL MEETING
MINUTES –MAY 6, 2021**

A Special Meeting of the City Council was held on **May 6, 2021** at 12:00 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.

In accordance with Governor Abbott's Executive Order 29 issued on July 2, 2020 every person attending the meeting shall wear a face covering over the nose and mouth unless the person is under 10 years of age or has a medical condition or disability that prevents wearing a face covering.

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.

In person attendance by the public will be limited to 14 which is 50% capacity of the room less Council Members and required staff and should be separated by at least six (6) feet from other groups attending the meeting together. 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 12:00 p.m. and a quorum was certified.

Attendee Name	Title	Status
Connie L. Kacir	Mayor	Present in person
Gary Schroeder	Outgoing-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
Joseph Kridler	Incoming-Council Member, District 1	Present in person

STAFF PARTICIPATING:

City Manager Tim Patek, City Secretary Kristina Vega, Finance and Director Laura Zella,.

HEARING OF RESIDENTS

No comments were made.

ACTION ITEMS

- 1.1 Discuss, Consider & Possible Action on **Resolution #2021-28** Canvassing the Returns and Officially declaring the results of the May 1, 2021 City of Gonzales General & Special Election

CANDIDATE	TOTAL VOTES
Sherri Tumlinson Koepp	62
James H. Lawrence	25
Johnnie R. Hunt	47
Total Votes Counted	134

PROPOSITION A.	
For an amendment to the City's home rule charter prohibiting the mayor and councilmembers from serving on a City appointed committee, commission, board or other City entity unless no other qualified citizen is available for appointment	255
Against an amendment to the City's home rule charter prohibiting the mayor and councilmembers from serving on a City appointed committee, commission, board or other City entity unless no other qualified citizen is available for appointment	56
Majority FOR the proposed amendment.	
PROPOSITION B.	
For an amendment to the City's home rule charter requiring an appointment to City Council to a vacancy in a City Council office if there are between 90 and 365 days remaining in the term of the vacant City Council office	237
Against an amendment to the City's home rule charter requiring an appointment to City Council to a vacancy in a City Council office if there are between 90 and 365 days	72

remaining in the term of the vacant City Council office.	
Majority FOR the proposed amendment.	
PROPOSITION C.	
For an amendment to the City's home rule charter deleting the requirement that the City Manager reside within the City limits during their term of office.	86
Against an amendment to the City's home rule charter deleting the requirement that the City Manager reside within the City limits during their term of office.	228
Majority AGAINST the proposed amendment.	
PROPOSITION D.	
For an amendment to the City's home rule charter deleting the requirement that the municipal judge be a qualified voter of the City.	90
Against an amendment to the City's home rule charter deleting the requirement that the municipal judge be a qualified voter of the City.	218
Majority AGAINST the proposed amendment.	
PROPOSITION E.	
For an amendment to the City's home rule charter requiring the City Council to select the most qualified individual to be City Attorney.	162
Against an amendment to the City's home rule charter requiring the City Council to select the most qualified individual to be City Attorney.	150
Majority FOR the proposed amendment.	
PROPOSITION F.	
For an amendment to the City's home rule charter authorizing the expenditure of economic development funds as authorized by state law.	174
Against an amendment to the City's home rule	135

charter authorizing the expenditure of economic development funds as authorized by state law.	
Majority FOR the proposed amendment.	

ACTION: Items 1.1

APPROVED

Council Member O'Neal moved to approve **Resolution #2021-28 Canvassing the Returns and Officially declaring the results of the May 1, 2021 City of Gonzales General & Special Election**. Council Member Schurig seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 1.2 Issuance of the Certificate of Election and Swearing in of the Council Member District 1: Joseph Kridler

Mayor Kacir conducted the Swearing in of Council Member District 1-Joseph Kridler.

- 1.3 Discuss, Consider & Possible Action on **Ordinance #2021-13** Ordering a Runoff Election

ACTION: Items 1.3

APPROVED

Council Member Schurig moved to approve **Ordinance #2021-13** Ordering a Runoff Election for June 1, 2021. Council Member Brown seconded the motion Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 1.4 Discuss, Consider & Possible Action Authorizing the Mayor to Execute a Voting Machine Rental Service Agreement with Gonzales County for the Runoff Election

ACTION: Items 1.4

APPROVED

Council Member O'Neal moved to authorize the Mayor to Execute a Voting Machine Rental Service Agreement with Gonzales County for the June 1, 2021 Runoff Election. Council Member Schurig seconded the motion Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 1.5 Discuss, Consider & Possible Action on **Resolution #2021-29** Approving the recommendation of the Gonzales Convention & Visitor Bureau for the expenditure of funds in the amount of \$20,000 to the Come and Take It Committee to assist in securing entertainment options for the 2021 Come and Take It Celebration

ACTION: Items 1.5

APPROVED

Council Member Brown moved to approve **Resolution #2021-29** Approving the recommendation of the Gonzales Convention & Visitor Bureau for the expenditure of funds in the amount of \$20,000 to the Come and Take It Committee to assist in securing entertainment options for the 2021 Come and Take It Celebration. Council Member O'Neal seconded the motion Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

ADJOURN

On a motion by Council Member Brown and second by Council Member Schroeder, the meeting was adjourned at 12:12 p.m.

Approved this 13th day of May, 2021.

Connie Kacir, Mayor

City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-30 Amending the previously approved street closures time for the June 18, 2021 Summer Concert Series from 11:00 p.m. to 11:59 PM.

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street, Inc. wishes to amend the previously approved street closures time for the June 18, 2021 Summer Concert Series from 11:00 p.m. to 11:59 PM.

POLICY CONSIDERATIONS:

Approving the days and times for street closures is consistent with current City policy.

FISCAL IMPACT:

There will not be any fiscal impact by amending the time of the event closures.

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2021-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AMENDING THE PREVIOUSLY APPROVED STREET CLOSURES TIME FOR THE JUNE 18, 2021 SUMMER CONCERT SERIES FROM 11:00 P.M. TO 11:59 PM.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Annual Main Street Concert Series and Star-Spangled Spectacular is listed within the service agreement between the City of Gonzales and Gonzales Main Street, Inc.; and,

WHEREAS, Gonzales Main Street requested the use of the Independence Square including the parking lot for the Annual Main Street Concert Series on June 18, 2021; and,

WHEREAS, the City Council approved resolution 2021-19 on March 11, 2021 authorizing the closures until 11:00 p.m on June 18th, and

WHEREAS, it was later determined that the closure on June 18th should be extended until 11:59 p.m.; and

WHEREAS, the City Council hereby finds that extending the closure until 11:59 p.m. increases 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 amends the previously approved street closures time for the June 18, 2021 Summer Concert Series from 11:00 p.m. to 11:59 PM.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-31 Authorizing Preservation Gonzales, Inc. the use of Market Square including designated street closures for the DeWitt's Colony Muster on September 11, 2021

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Preservation Gonzales Inc. wishes to host the DeWitt's Colony Muster on September 11, 2021. The event will be held on Market Square from 8 a.m. until 7 p.m. with approximately 500 in attendance. They are asking to utilize the parking lots on Market Square and to close the 400 block of St. John Street between St. Lawrence and St. Louis Street.

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. 2021-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING PRESERVATION GONZALES, INC. THE USE OF MARKET SQUARE INCLUDING DESIGNATED STREET CLOSURES FOR THE DEWITT'S COLONY MUSTER ON SEPTEMBER 11, 2021; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Preservation Gonzales Inc., has presented an event sheet to request the street closure of St. John Street in the 400 Block from 7:00 a.m. on until 8 p.m. on September 11, 2021 for their Dewitt's Colony Muster; and

WHEREAS, the street closures for the 400 block of St. John will include barricades to be placed at the intersection of St. Lawrence and St. John and St. Louis and St. John; 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 Preservation Gonzales Inc., the use of Market Square, on September 11, 2021 from 7:00 a.m. to 8:00 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 13th day of May, 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

HOST ORGANIZATION

CONTACT NAME

CONTACT CELL PHONE

EVENT DATE(S)

EVENT START TIME 8:00 AM

EVENT END TIME 7:00 PM

EVENT LOCATION

HOLIDAY CELEBRATED

COUNCIL APPROVAL REQUIRED

DeWitt's Colony Master
Preservation Gonzales, Inc
Glenda Gordon

September 11, 2021

Market Sq / Riverside School (State Assn. of
Pioneers Museum)

Y ☒ N ☐ HOLIDAY: _____

Y ☒ N ☐

MEETING DATE: _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 500

MUSIC

ALCOHOL Y ☐ N ☒

MOTORIZED VEHICLES

EVENT TYPE

SECURITY Y ☐ N ☐

FOOD: Y ☒ N ☐

LIVE ☒ DJ ☐

RESPONSIBLE PARTY _____

Y ☐ N ☐ PARADE ☐ SHOW ☐

☒ Public ☐ Private

OFFICERS NEEDED _____ (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING

AMPS/WATTS NEEDED

TENT Y ☐ N ☒

TENT SIZE: _____

Y ☐ N ☒ # OF OUTLETS: _____

SET UP DAY/TIME 9:00 AM - 1:00 PM

TAKE DOWN DAY/TIME _____

STREETS DEPARTMENT

STREETS AFFECTED

BARRICADES NEEDED (max 12)

CONES NEEDED (max 48)

STREETS TO BE CLOSED

SET UP TIME 8 AM -

Y ☒ N ☐ (see map)

Y ☒ N ☐

Y ☒ N ☐

Y ☒ N ☐

Reserved Parking Water St Lot.
St John between St Lawrence &
TAKE DOWN TIME 8 PM St Louis

COMMUNITY SERVICES DEPARTMENT

NUMBER OF CHAIRS @ \$0.50 each

NO. OF ROUND TABLES @ \$2.00 each

NO. OF 8 FOOT TABLES @ \$2.00 each

NUMBER OF TRASH CANS

SET UP TIME drop off Fri PM

(Contingent upon availability)

(max 500) 50 \$25.00

(max 15) 0 -

(max 50) -6- 12.00

(max 25) -15- -

TAKE DOWN TIME Sat. PM -

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.

Glenda Gordon, President

AUTHORIZED SIGNATURE Preservation Gonzales, Inc

4-28-2021

DATE

Pioneers and Patriots Descendants Muster

Featuring
1825 DeWitt Colony, Capital-Gonzales

September 11, 2021
Market Square & Riverside School
8 am-7pm
including

Posting of Colors and moment of silence Remembering events of 9/11,
Recognizing Gonzales First Responders

DeWitt Colony Descendants Society: hosting Descendants Muster

Gonzales County Jail Museum: featuring Gonzales Ranging Company, Matthew Caldwell and hosting the Former Texas Rangers Assn:

Gonzales Chapter DRT: Sponsoring JB Wells House and interpreting contributions of James Hodges to DeWitt Colony

GCHC: Sponsoring Symposium in Pilot's room Riverside School (reserved)

Preservation Gonzales, Inc has filed the Gonzales Event Information Sheet with the City of Gonzales to be presented to City Council for appr May 13,2021

Short list of suggested Participation from existing sites to Showcase Heritage Tourism opportunities in Gonzales

- **Gonzales Memorial Museum grounds and Amphitheater**, with Moore Street between St. Louis and St. Lawrence closed to through traffic.
- **Pioneer Village** open Saturday
- **City Library, Texan Room** open Saturday
- **Gonzales Memorial Museum:** extended hours Friday to close at 6.(Show DVD The Story of Buck Winn that weekend)
 - **Gonzales Memorial Museum Amphitheater** available for programs Saturday and Sunday afternoon.



183

97
TOTAL

Water St

Saint Lawrence St

Pilot's

Symposeium
Speakers Hospitality

Hall

Parking
(Reserved)

Pioneer
Museum
Open

Pavilion
Colonial Sign

Market Square
September 11, 2011
Patriots Event
Pioneers and
Patriots Event

Garage

City Warehouse

Paved
Parking

WWI POW
Barracks

Saint John St

Saint Louis St

Sacred Heart
Catholic Church

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-32 Authorizing Gonzales Main Street's Use of Texas Hero Square including the Parking Lot, on May 31st, 2021 from 8:00 a.m. to 8:30 a.m.

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2021-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET USE OF THE TEXAS HERO SQUARE INCLUDING THE PARKING LOT, FOR THE MEMORIAL SERVICE & LOWERING OF THE FLAG ON MAY 31ST, 2021 FROM 8:00 AM TO 8:30 AM.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales Main Street Program will be collaborating with the Gonzales County Veteran's Association & Gonzales County Veterans Memorial Association in honor of those who paid the ultimate sacrifice in war; and

WHEREAS, the Texas Hero Square will be closed beginning at 8:00 A.M. on May 31, 2021 for staging a Memorial Ceremony & Lowering of the Flag; 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 Gonzales Main Street's Use of Texas Hero Square including the Parking Lot, on May 31st, 2021 from 8:00 a.m. to 8:30 a.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 13th day of May, 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 Memorial Day Service & Banner Recognition
HOST ORGANIZATION GonzalesMain Street
CONTACT NAME Liz
CONTACT CELL PHONE [REDACTED]
EVENT DATE 5/31/2021
EVENT START TIME 8:00 AM **EVENT END TIME** 8:30 AM
EVENT LOCATION Texas Hero Square
HOLIDAY CELEBRATED Y ☒ X ☐ N ☐ **HOLIDAY:** Memorial Day
CITY COUNCIL APPROVAL REQUIRED Y ☒ X ☐ N ☐ **MEETING DATE:** 31-May-21

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 20
MUSIC Y ☒ X ☐ N ☐ **LIVE** X ☐ DJ ☐
FOOD Y ☐ X ☐ N ☒ ☐
ALCOHOL Y ☐ X ☐ N ☒ ☐
MOTORIZED VEHICLES Y ☐ X ☐ N ☒ ☐ **PARADE** ☐ **SHOW** ☐
PUBLIC OR PRIVATE EVENT Public
SECURITY Y ☐ X ☐ N ☒ ☐ **# OFFICERS NEEDED** _____
 (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

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

STREETS DEPARTMENT

STREETS AFFECTED Y ☐ X ☐ N ☒ ☐ **None** _____
BARRICADES NEEDED (max 12) Y ☐ X ☐ N ☒ ☐ _____
CONES NEEDED (max 48) Y ☐ X ☐ N ☒ ☐ _____
STREETS TO BE CLOSED Y ☐ X ☐ N ☒ ☐ _____
SET UP TIME _____
TAKE DOWN TIME _____

COMMUNITY SERVICES DEPARTMENT

(Contingent upon availability)

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 _____

FOR INFORMATION CONTACT

(830) 672-2815- City Hall

(830) 672-2813- Fax

CITY SECRETARY'S OFFICE

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

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

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 Fit-OPS; Movement for Mental Health on June 26, 2021

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

God's Iron Fitness is requesting to close the 400 block of Smith Street to utilize as a gathering place for their Fit-Ops; Movement for Mental Health run/walk event on June 26, 2021. The event will run/walk will be held between 7:00 a.m. and end at 2:00 p.m. The route for the walk/run will start and end at the Museum and will utilize the sidewalks along east avenue for the participants; therefore this event will not require any other street closures.

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. 2021-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GOD’S IRON FITNESS USE AND THE CLOSURE OF THE 400 BLOCK OF SMITH STREET FOR FIT-OPS; MOVEMENT FOR MENTAL HEALTH ON JUNE 26, 2021; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, God’s Iron Fitness has presented an event sheet to request the street closure of the 400 Block of Smith Street from 7:00 a.m. on until 2 p.m. on June 26, 2021 for Fit-OPS; Movement for Mental Health; and

WHEREAS, the street closures for the 400 block of Smith will include barricades to be placed at the intersection of St. Lawrence and Smith Street and St. Louis and Smith Street; 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 God’s Iron Fitness use and the closure of the 400 Block of Smith Street for Fit-Ops; Movement for Mental Health on June 26, 2021 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 13th day of May, 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 Fit-DPS: Movement For Mental Health
HOST ORGANIZATION Gonz's Iron Fitness
CONTACT NAME Charlie & Emily Mendoza
CONTACT CELL PHONE [REDACTED]
EVENT DATE(S) June 26 - 27
EVENT START TIME 7:00 AM **EVENT END TIME** 2:00 PM
EVENT LOCATION Gonzales Memorial Museum
HOLIDAY CELEBRATED Y___ N___ **HOLIDAY:** _____
COUNCIL APPROVAL REQUIRED Y ☒ N___ **MEETING DATE:** _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE _____ **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** _____ (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___ _____
BARRICADES NEEDED (max 12) Y ☒ N___ _____
CONES NEEDED (max 48) Y ☒ N___ _____
STREETS TO BE CLOSED Y ☒ N___ _____
SET UP TIME 10:00 AM **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.

Charles Mendoza
AUTHORIZED SIGNATURE

DATE

Rev 12/20

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-34 Authorizing City Staff to Seek Request for Qualifications and Proposals from Qualified and Experienced Firms of Certified Public Accountants to Audit the City's Financial Statements in the manner most advantageous to the City

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Texas Local Government Code Section 103.001(a) states that a municipality shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. Section 3.14 of the Charter states that Council shall not select the same auditor for more than six (6) consecutive years and the auditor selected shall not be or have been within the immediately preceding three (3) years, a business associate of the certified public accountant or firm that performed the audit prior to such selection. The City of Gonzales currently uses BrooksWatson & CO for professional audit services. Staff is asking to seek request for qualifications and proposals.

POLICY CONSIDERATIONS:

Once the RFP's 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.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this Resolution.

RESOLUTION NO. 2021-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING CITY STAFF TO SEEK REQUEST FOR QUALIFICATIONS AND PROPOSALS FROM QUALIFIED AND EXPERIENCED FIRMS OF CERTIFIED PUBLIC ACCOUNTANTS TO AUDIT THE CITY'S FINANCIAL STATEMENTS IN THE MANNER MOST ADVANTAGEOUS TO THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, Section 3.14 of the Charter states that Council shall not select the same auditor for more than six (6) consecutive years and the auditor selected shall not be or have been within the immediately preceding three (3) years, a business associate of the certified public accountant or firm that performed the audit prior to such selection; and

WHEREAS, the City currently uses BrooksWatson & CO for professional audit services; and

WHEREAS, the City Council finds that seeking qualifications and proposals from qualified and experienced firms of certified public accountants to audit the City's financial statements would be in the best interest of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes city staff to seek request for qualifications and proposals from qualified and experienced firms of certified public accountants to audit the City's Financial Statements in the manner most advantageous to the City.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-35 Authorizing the Expenditure in an amount not to exceed \$5,000.00 for School Zone Signage and supplies from the Restricted Use Municipal Court Child Safety Fund

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

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

Staff is constantly having to do repairs to the school zone lights and purchase supplies for the school zone crossings and would like approval to expend the funds from the Child Safety Fund to cover the costs for the repairs and supplies. The total cost of the repair is not to exceed \$5,000.00.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

This request will not affect the general fund or the current year's budget. The funds that will be used will be from the Municipal Court Child Safety Fund.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2021-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$5,000.00 FOR SCHOOL ZONE SIGNAGE AND SUPPLIES FROM THE RESTRICTED USE MUNICIPAL COURT CHILD SAFETY FUND; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, city staff repaired school zone lights and is seeking reimbursement from the Child Safety Fund in the amount not to exceed \$5,000.00; and,

WHEREAS, the City Council hereby finds that authorizing the use of funding from the Child Safety Fund to provide maintenance and repair to the school zone signs is an authorized use under the Local Government Code and would be in the best interest of the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the expenditure in an amount not to exceed \$5,000.00 for the repair of school zone lights and to purchase supplies for the school zone crossings from the restricted use Municipal Court Child Safety Fund.

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action
Approving 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 Rates for
the City of Gonzales

DATE: May 13, 2021

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

Annually, the City of Gonzales appoints Crystal Cedillo, Tax Assessor-Collector as the individual to calculate and prepare the 2021 No-New Revenue and Voter-Approval Tax Rates for the City of Gonzales.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Appointment Letter for the 2021 tax year.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this ordinance.

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPOINTING CRYSTAL CEDILLO, GONZALES COUNTY TAX ASSESSOR-COLLECTOR, AS THE INDIVIDUAL TO CALCULATE AND PREPARE THE 2021 NO-NEW REVENUE AND VOTER-APPROVAL TAX RATES FOR THE CITY OF GONZALES; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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 appoints Crystal Cedillo, Gonzales County Assessor-Collector, as the individual to calculate and prepare the 2021 No-New Revenue and Voter-Approval Tax rates for the City of Gonzales in conformance with Texas Tax Code Section 6.

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary



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

PO Box 677
427 Saint George, Suite 100
Gonzales, TX 78629
830-672-2841 (P) * 830-519-4256 (F)
www.co.gonzales.tx.us
tac@co.gonzales.tx.us

April 26, 2021

To: City of Gonzales

Re: 2021 No-New Revenue & Voter-Approval Tax Rate Calculations

It will soon be time for the 2021 tax rate calculations.

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

- Appoint Crystal Cedillo, Tax Assessor-Collector, as the individual to calculate and prepare the 2021 No-New Revenue and Voter-Approval Tax Rates for the City of Gonzales.

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

Respectfully,

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-36 Authorizing P Events and Gonzales Chamber of Commerce use of Texas Hero Square including designated street closures and the sale and consumption of alcohol on city property for the BattleRod 2021-Classic/Hot Rod car Show on November 20, 2021

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

P Events is partnering with the Gonzales Chamber of Commerce to host BattleRod 2021 which includes street closures, use of Texas Hero Square and the sale and consumption of alcohol. The celebration will be held on November 20, 2021. The organizers are requesting to close the streets at 6:00 a.m. on Saturday, November 20, 2021 and will reopen at 4:30 p.m.

POLICY CONSIDERATIONS:

The approval of this resolution will merely be approving the street closures and use of the square for the event. If needed, an agreement outlining the duties and responsibilities of the City and event organizers will be brought back to Council at a later date for consideration. The event will result in an increase in both sales tax revenue and hotel occupancy tax revenue during the event.

FISCAL IMPACT:

The fiscal impact to the city would be the labor cost for city staff to deliver the trash receptacles requested and the cost to pick up the cans and the trash after the event concludes. The City has not adopted a fee schedule that includes permit fees therefore this event is revenue neutral.

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2021-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING P EVENTS AND GONZALES CHAMBER OF COMMERCE USE OF TEXAS HERO SQUARE INCLUDING DESIGNATED STREET CLOSURES AND THE SALE AND CONSUMPTION OF ALCOHOL ON CITY PROPERTY FOR THE BATTLEROD 2021 / CLASSIC/HOT ROD CAR SHOW ON NOVEMBER 20, 2021; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, city staff received an event request from P Events and Gonzales Chamber of Commerce for permission to close city streets and Texas Hero Square in order to hold an event on November 20, 2021; and

WHEREAS, BattleRod 2021 is a car show anticipating 2,000 participants and spectators in a attendance; and,

WHEREAS, the event will include live music, vendor booths and classic/hot rod show for the entire family; and,

WHEREAS, said events necessitate the closing of designated streets to increase the safety of citizens and guests; and,

WHEREAS, the event will require approval of the City Council to allow the sale and consumption of alcoholic beverages; and,

WHEREAS, the City Council hereby finds that said events increase the community spirit of the City of Gonzales and increase the number of visitors to the community.

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 temporary closure of certain city streets, use of city property and the sale and consumption of alcohol on city property for the BattleRod / Classic/Hot Rod Car Show on November 20, 2021, all as set forth in the submitted Event Form attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 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 BattleRod 2021 | Classic/Hot Rod Car Show
HOST ORGANIZATION P Events Partnering with Gonzales Chamber of Commerce
CONTACT NAME Johnny Perales (JP)
CONTACT CELL PHONE [REDACTED]
EVENT DATE(S) 11/20/21
EVENT START TIME 9am EVENT END TIME 4:30pm
EVENT LOCATION Hereos Square
HOLIDAY CELEBRATED Y N X HOLIDAY: n/a
COUNCIL APPROVAL REQUIRED Y N MEETING DATE:

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 2000 FOOD: Y X N
MUSIC Y Yes N LIVE Yes DJ Yes
ALCOHOL Y X N RESPONSIBLE PARTY Hired Contractor TBD
MOTORIZED VEHICLES Y N X PARADE SHOW x
EVENT TYPE X Public Private
SECURITY Y Yes N # OFFICERS NEEDED TBD (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y N # OF OUTLETS:
AMPS/WATTS NEEDED Small PA connected to regular 110 outlet should suffice
TENT Y X N SET UP DAY/TIME 11/19 - We Will setup our Tents
TENT SIZE: Various 10x10's TAKE DOWN DAY/TIME 11/20 4:30pm

STREETS DEPARTMENT

STREETS AFFECTED Y X N See Attached Map
BARRICADES NEEDED (max 12) Y X N 12
CONES NEEDED (max 48) Y X N TBD
STREETS TO BE CLOSED Y X N See Attached Map
SET UP TIME 6:00am 11/20/21 TAKE DOWN TIME 4:30pm

COMMUNITY SERVICES DEPARTMENT

NUMBER OF CHAIRS @ \$0.50 each (max 500) n/a
NO. OF ROUND TABLES @ \$2.00 each (max 15) n/a
NO. OF 8 FOOT TABLES @ \$2.00 each (max 50) n/a
NUMBER OF TRASH CANS (max 25) 20
SET UP TIME 11/20/21 - 8am TAKE DOWN TIME 11/20/21 4:30am

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.

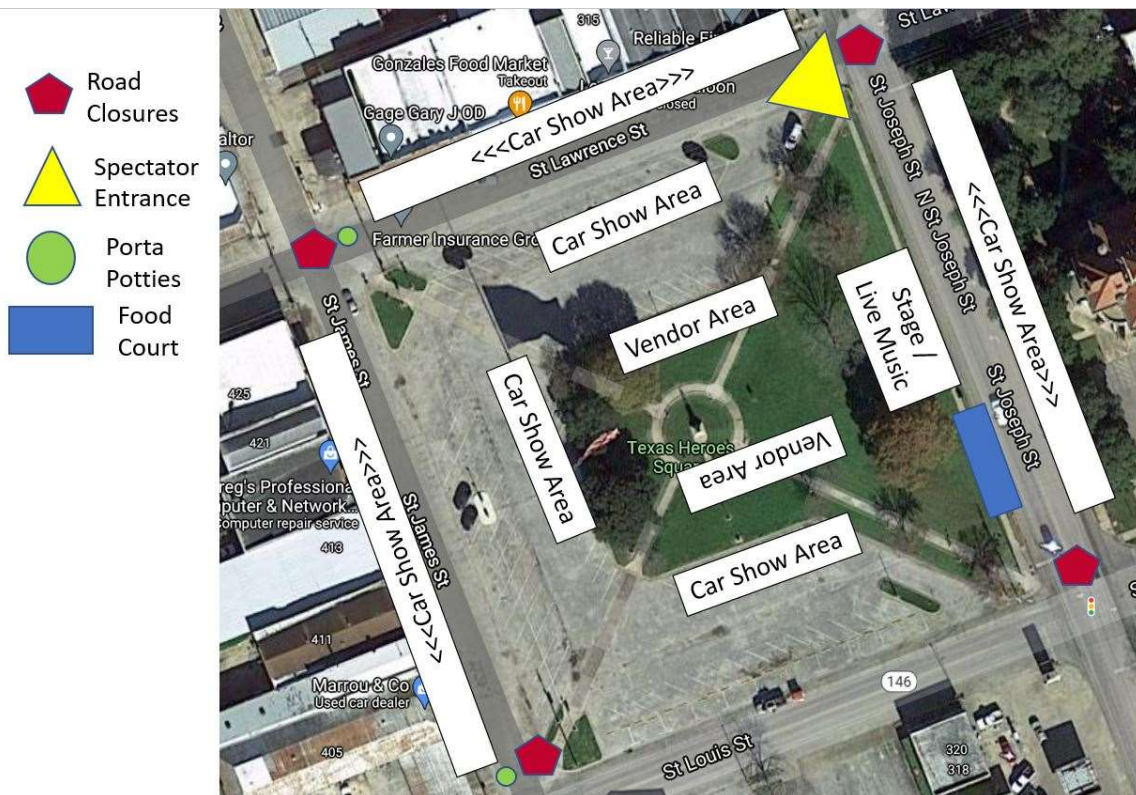
Johnny Perales
AUTHORIZED SIGNATURE

4/7/21
DATE

BATTLE ROD 2021

11/20/21 Gonzales TX

Show Area



Proposed Schedule * Subject to Change

11/15/2021

- **Notices of Parking Area to be clear/closed by 10pm 11/19**
 - **St. James Street**
 - **St. Joseph Street**
 - **St. Lawrence**
 - **Notification to Hero's Square Businesses**

11/19/2021

- **4pm Stage Setup on Grassy Area of Hero's Square**
- **Electricity to be verified in working condition**
- **Street Barriers to be Identified and staged for street closures**

11/20/2021

- **6am – P Events Staff Setup**
- **7am – Vendor Setup**
- **8am – DJ PA Setup**
- **9am – Car Entrants Move in**
- **12pm – Judging Starts | P Events Staff**
- **12pm – First Band Goes on Stage – Lucky Odds**
- **1pm – Game**
- **1pm – Second Band on Stage – Prairie Rattlers**
- **2pm – Pinup Girl Contest**
- **3pm – 3rd Live Music Band Takes the Stage**
- **4pm – Awards**
- **5pm – Move out and Clean Up Begins**

ALLOWED & PROHIBITED ITEMS

*Subject to Change Without Notices



No
unauthorized
ATV's



NO ALCOHOL
You may not bring alcohol into the
festival site and you may not take
alcohol outside of the festival area.



**SMALL
UMBRELLAS**
are allowed.



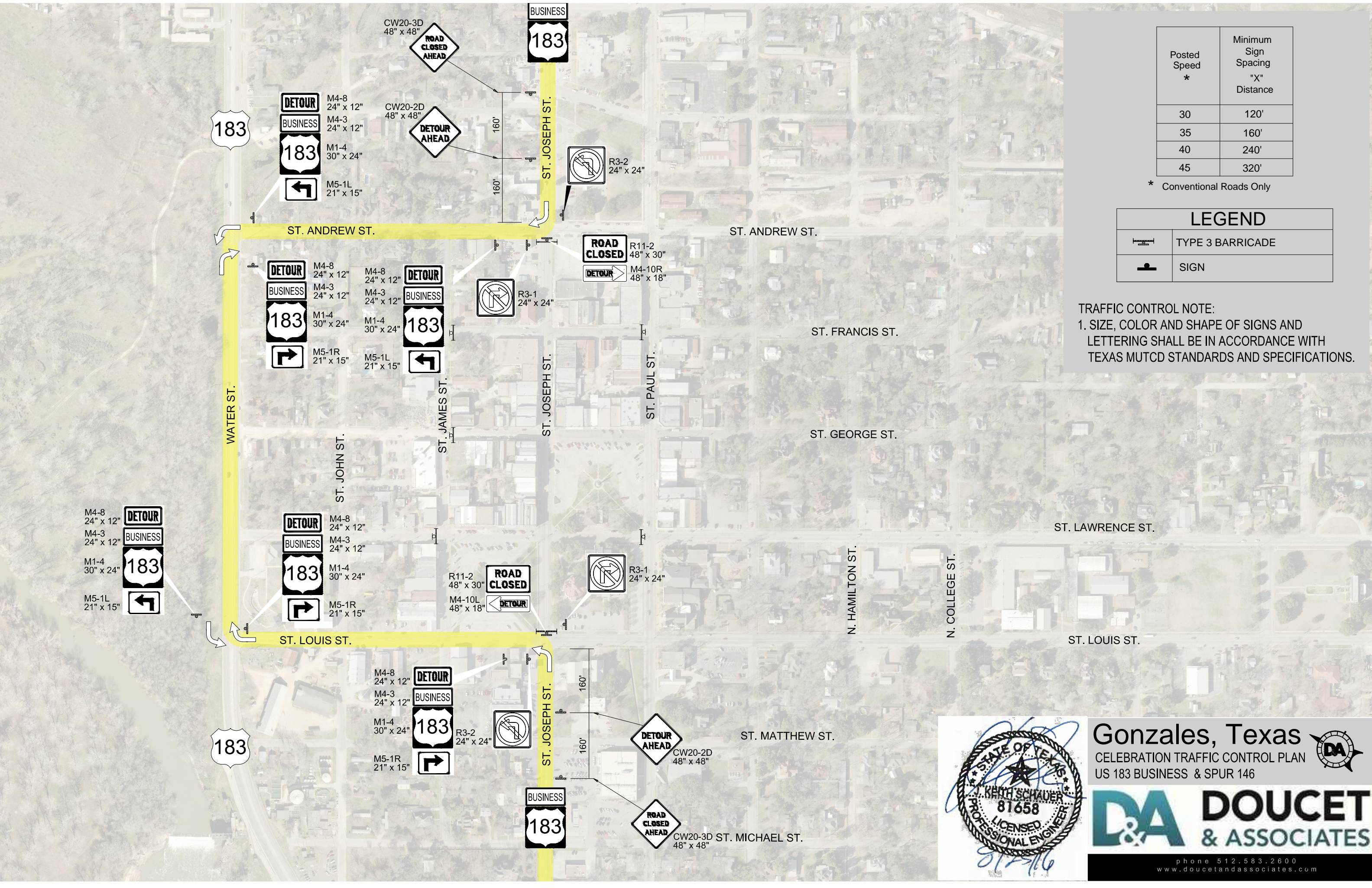
**NO LARGE/
OVERSIZED
UMBRELLAS**



NO TENTS



NO HAMMOCKS



Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'

* Conventional Roads Only

LEGEND	
	TYPE 3 BARRICADE
	SIGN

TRAFFIC CONTROL NOTE:
1. SIZE, COLOR AND SHAPE OF SIGNS AND LETTERING SHALL BE IN ACCORDANCE WITH TEXAS MUTCD STANDARDS AND SPECIFICATIONS.



Gonzales, Texas
CELEBRATION TRAFFIC CONTROL PLAN
US 183 BUSINESS & SPUR 146



DOUCET & ASSOCIATES

phone 512.583.2600
www.doucetandassociates.com

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2021-37 Accepting the Proposals and Awarding the Contract for the 2021 Street Improvement Projects to Diamond X Contracting, Inc.

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City has received bids for the 2021 Street Improvement Projects. These plans include the reconstruction of Oakland and Ridgemont Streets, including replacement of curb & gutter, reclaiming and cement stabilization of road base and paving with a 2-course surface treatment. These plans also include milling and overlay of Sydlar Street from Sarah DeWitt to Fair Street, milling and overlay of St. Lawrence Street from Fair Street to Hopkins Street, and milling and over lay of portions of Church Street from St. Lawrence Street to St. Andrew Street.

POLICY CONSIDERATIONS:

As funds are available, the city should consider reconstructing and maintaining streets in order to provide safe transportation conditions for the public.

FISCAL IMPACT:

This Agenda Item will expend \$982,775.00 as the base contract amount and up to an additional \$10,000 is requested as contingency for unforeseen issues during construction for a total amount up to \$992,775.00. Funding for this project will come from 2019 Certificate of Obligation and from the General Fund.

ATTACHMENTS:

Bid tabulation

STAFF RECOMMENDATION:

Staff respectfully recommends the contract be awarded to Diamond X Contracting, Inc. in the amount of \$982,775.00 for construction of the 2021 Street Improvement Projects, with a contingency allowance up to \$10,000.00 for unforeseen issues during construction.

RESOLUTION NO. 2021-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE PROPOSALS AND AWARDING THE CONTRACT FOR THE 2021 STREET IMPROVEMENT PROJECTS TO DIAMOND X CONTRACTING, INC.; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Plan for Fiscal Year Budget 2020,2021 included the 2021 Street Improvement Projects to be competitively bid as per Chapter 252 of the Local Government Code; and,

WHEREAS, the advertisements for the Request for Proposals were published in the newspaper for three consecutive weeks beginning April 8th, 2021; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on April 29th, 2021 at 2:00 p.m.; and,

WHEREAS, proposals were received from, Lester Contracting, Inc., Diamond X Contracting, Inc., CK Newberry, LLC. and ABN Construction, LLC by the due date published; and,

WHEREAS, Local Government Code Section 252.043(a) states that the if the competitive bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the municipality; and,

WHEREAS, the City Engineer evaluated the proposals and recommends to award the contract to Diamond X Contracting, Inc. who is the lowest responsible bidder with a base bid amount of \$982,775.00 and an additional contingency of \$10,000.00, for a total amount up to \$992,775.00; and,

WHEREAS, the City Council finds that entering into an agreement for the 2021 Street Improvement Projects in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby awards the contract for the 2021 Street Improvement Projects to Diamond X Contracting, Inc. and authorizes the City Manager to execute the agreement.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

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

PROJECT NAME: **2021 Street Improvement Projects**

PROJECT MANAGER: **Todd Remschel**

PRE-BID CONFERENCE DATE &
TIME: **N/A**

BID DATE & TIME: **2:00 PM**
Thursday, April 29, 2021

PROJECT CONSULTANT: **J. KEITH SCHAUER, P.E.,**
DOUCET & ASSOCIATES, INC.

BID OPENING LOCATION: **Gonzales City Hall, 820 Saint Joseph Street, Gonzales, Texas 78629**

	BIDDER / FIRM NAME	2021 Street Improvement Projects Base Bid								Bid Bond	Addendum #1
1	ABN Construction, LLC	\$1,254,431.50								x	x
2	CK Newberry, LLC	\$1,473,686.25								x	x
3	Diamond X Contracting, Inc.	\$982,775.00								x	x
4	Lester Contracting, Inc.	\$1,159,718.00								x	x
5											
6											
7											
8											
9											
10											

Recommendation:

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and 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

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The Gonzales Main Street Concert Series started in 2007 and has been an annual event hosted in the heart of Gonzales, Independence Square. The series provides live music downtown and an engaging atmosphere for both locals and visitors; supporting lodging, dining and retail establishments.

In 2021, the event will be expanded to include multiple days each week in an effort to increase attendance from the outer market, for a total of 9 dates for 2021—including July 4th. The Gonzales Main Street Summer Concert Series will serve as a significant step forward in the recovery of the destination from the COVID-19 pandemic. In an effort to secure the additional entertainment necessary for this important series, the Gonzales Convention and Visitors Bureau Advisory Board respectfully requests the City Council's consideration of approval for \$25,000.00 in HOT funds to be provided to Gonzales Main Street for the 2021 Gonzales Main Street Summer Concert Series.

POLICY CONSIDERATIONS:

Expanding the Summer Concert Series to better accommodate visitors will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code.

FISCAL IMPACT:

The fiscal impact to the Hotel Motel Fund, if given final approval by the City Council, will be \$25,000.00. This amount will come from the fund balance of the Hotel Motel Fund. A budget amendment will be done at a later date.

STAFF RECOMMENDATION:

Staff respectfully requests approval of this request.

RESOLUTION NO. 2021-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, 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; 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 Visitors Bureau for the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the Gonzales Convention and Visitors Bureau may provide funding assistance from the hotel occupancy taxes (HOT funds) in the amount of \$25,000.00 for the 2021 Gonzales Main Street Summer Concert Series; and,

WHEREAS, the amount of \$25,000.00 will be amended within the FY20-21 budget for the Gonzales Convention and Visitors Bureau and be funded by the hotel occupancy tax (HOT Funds) fund balance; and.

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Gonzales Convention and Visitors Bureau to provide funding assistance to Gonzales Main Street to be used for the purpose of securing entertainment options for the 2021 Gonzales Main Street Summer Concert Series in the amount of \$25,000.00, to be expended in conformance with Texas Tax Code Section 351.001.

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

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 through August 31, 2022

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Under the Golden Crescent Regional Planning Commission By-Laws it is time for the City Council to designate two representatives to the general assembly. These representatives shall be appointed by, and be a member of the City Council. The appointments are effective from September 1, 2021 through August 31, 2022.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Letter from Golden Crescent Regional Planning Commission

STAFF RECOMMENDATION:

Staff respectfully requests City Council take the action deemed appropriate

RESOLUTION NO. 2021-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE APPOINTMENT OF TWO COUNCIL MEMBERS TO THE GOLDEN CRESCENT REGIONAL PLANNING COMMISSION GENERAL ASSEMBLY FROM SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Golden Crescent Regional Planning Commission is requesting the City Council appoint two members to serve on the General Assembly and Board of Directors; and,

WHEREAS, the representatives shall be appointed by, and be a member of the City Council; and,

WHEREAS, the appointments are effective from September 1, 2021 through August 31, 2022.

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

Section 1. The City Council of the City of Gonzales, Texas hereby appoints _____ and _____ to the General Assembly of the Golden Crescent Regional Planning Commission from September 1, 2021 through August 31, 2022.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary



GOLDEN CRESCENT REGIONAL PLANNING COMMISSION

1908 N Laurent, Suite 600, Victoria, TX 77901

(361) 578-1587 / Fax (361) 578-8865

www.gcrpc.org

Golden Crescent Economic Development District

Mayor Connie Kacir
P.O. Box 547
Gonzales, Texas 78629

EXECUTIVE COMMITTEE

President

Josephine E. Soliz
Mayor Pro Tem, City of Victoria

1st Vice-President

Alonzo Morales
Commissioner, Goliad County

2nd Vice-President

Tony Allen
Councilman, City of Cuero

3rd Vice-President

Alice Jo Summers
Mayor, City of Hallettsville

Secretary-Treasurer

Annie Rodriguez
Mayor, City of Yoakum

Director-at-Large

Mike Atkinson
Citizen, Victoria

Director-at-Large

Julio Espinosa
Municipal Judge, Edna

Director-at-Large

Jeffery Tunnell
Executive Director, Gulf Bend
Center

Immediate Past President

Kevin LaFleur
Commissioner, Gonzales County

Executive Director

Michael Ada

April 13, 2021

RE: General Assembly Voting Delegates and Board of Directors Representative

Dear Mayor Kacir,

City of Gonzales' membership in the Golden Crescent Regional Planning Commission (GCRPC), provides the county with the opportunity to annually appoint and nominate a member of City Council for the following:

- ❖ **Two (2) General Assembly Voting Delegates.**
- ❖ **One (1) Board of Directors Representative.** *Please note, under the Bylaws, this representative must be chosen from the two (2) approved voting delegates.*

The General Assembly, GCRPC's policy body, meets annually. The Board of Directors, GCRPC's governance body, meets monthly. Terms begin September 1st and end August 31st annually. A city's current voting delegates and board representative may continue to serve at the pleasure of the City Council.

Gonzales' current voting delegates and board representative are:

Voting Delegate & Board Rep.	Councilperson Dan Blakemore
Voting Delegate	Mayor Connie Kacir

Please fill in and return the attached form after City Council's approval on or before May 31st, 2021. If you have any questions or need any additional information please contact our Executive Administrative Assistant, Cherokee McGrath-Myers at (361) 578-1587, ext. 202 or email cherokeem@gcrpc.org.

Sincerely,

Michael Ada
Executive Director

**Golden Crescent Regional Planning Commission (GCRPC)
General Assembly / Board of Directors Nomination Form**



DUE DATE: MAY 31st, 2021

Please identify your two General Assembly Voting Delegates below. Choose **one** of these Voting Delegates as your GCRPC Board of Directors' Representative by checking the appropriate box on the right.

	Nominee Information	Board Rep.
Name:		
Title:		
Mailing Address:		
Email Address:		
Phone Number:		

	Nominee Information	Board Rep.
Name:		
Title:		
Mailing Address:		
Email Address:		
Phone Number:		

X

Printed Name

X

Sign & Date

Please indicate below the date on which the above designations were approved by the Commissioners Court.

_____ 2021

Submit all nominations to our Executive Administrative Assistant, Cherokee McGrath-Myers, by emailing cherokeem@gcprc.org, or mailing to his attention at 1908 N. Laurent St., Suite 600, Victoria, TX 77901.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

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

DATE: MAY 13, 2021

BACKGROUND:

It has been several years since the City of Gonzales reviewed the hangar rental agreement. Due to tenants being behind on monthly payments, there will now be penalties in place. This agreement is for City Council to approve for use.

POLICY CONSIDERATIONS:

This agreement shall outline the responsibility of the tenants who lease a hangar from the City of Gonzales. If changes are required, to this agreement it should be revised to include those changes.

FISCAL IMPACT:

There is no known fiscal impact in executing this Revised Hangar Rental Agreement currently.

ATTACHMENTS:

Revised Hangar Rental Agreement

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2021-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE ROGER M. DREYER MEMORIAL AIRPORT HANGAR LEASE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is the owner of land and certain improvements known as the Roger M. Dreyer Municipal Airport, located in the City of Gonzales, Gonzales County, Texas, which is operated as a public airport; and

WHEREAS, the City has certain hangar space available for lease to Lessee; and

WHEREAS, the Lessee desires to lease Hangars that are located on the airport; and

WHEREAS City deem it desirable to enter into written agreements setting forth the respective rights, privileges, obligations and duties of the parties hereto and defining the rights and privileges granted and the terms, conditions and consideration on which they are granted; and

WHEREAS, the City Council finds that the Hangar Lease Agreement terms and conditions will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales, Texas hereby approves the Roger M. Dreyer Memorial Airport Hangar Lease Agreement attached as exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

CITY OF GONZALES, TEXAS

DEPARTMENT OF AVIATION



ROGER M. DREYER MEMORIAL AIRPORT

HANGAR LEASE AGREEMENT

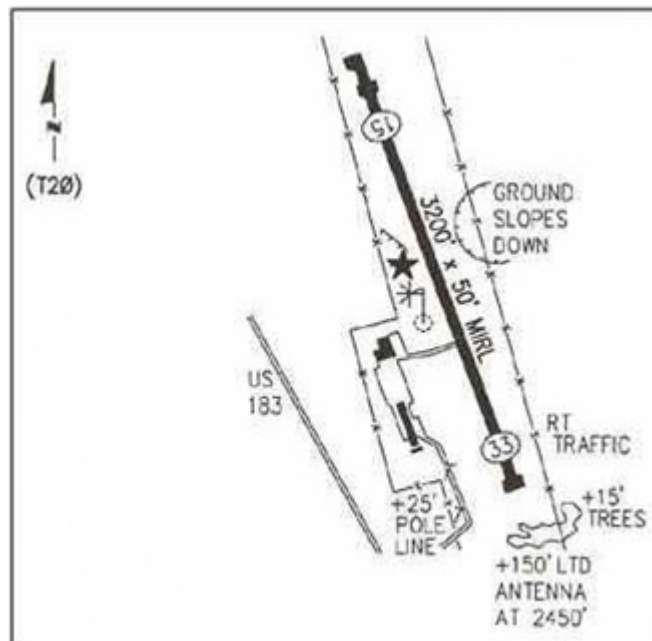


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THE STATE OF TEXAS §

COUNTY OF GONZALES §

HANGAR LEASE AGREEMENT

This Lease Agreement (the “Agreement”) is made and entered into by and between the **CITY OF GONZALES, TEXAS**, a municipal corporation principally situated in Gonzales County, (the “City”) and _____, a [ex: corporation chartered under the laws of the State of Texas] (the “Lessee”).

WITNESSETH

WHEREAS City is the owner of land and certain improvements known as the Roger M. Dreyer Municipal Airport, located in the City of Gonzales, Gonzales County, Texas, which is operated as a public airport; and

WHEREAS the City has certain hangar space available for lease to Lessee; and

WHEREAS the Lessee desires to lease Hangar #___ located on the airport; and

WHEREAS the Lessee has indicated the willingness and ability to properly occupy, keep, maintain and improve said hangar space in accordance with standards established by the City; and

WHEREAS, the City is willing to grant to Lessee such rights and privileges upon the terms and conditions and for the consideration hereinafter stated; and

WHEREAS City and Lessee deem it desirable to enter into a written agreement setting forth the respective rights, privileges, obligations and duties of the parties hereto and defining the rights and privileges granted and the terms, conditions and consideration on which they are granted;

NOW THEREFORE for and in consideration of the mutual promises, benefits, covenants and agreements contained herein and in consideration of the rental to be paid to the City, the City and Lessee do hereby agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.01: Definitions. In this Agreement, the following terms shall have the following meanings, respectively, unless the context clearly indicates otherwise:

- (a) “Airport” shall mean Roger M. Dreyer Municipal Airport.
- (b) “Effective Date” shall mean June 1, 2021 regardless of the date of execution by the city manager of the City of Gonzales.
- (c) “Director” shall mean the Director of Aviation. The Director is the city’s designated representative and shall act in accordance with city policies and procedures in carrying out his duties. The Director may designate an individual to perform all or part of the duties of the Director hereunder from time to time.
- (d) “FAA” shall mean the Federal Aviation Administration as presently constituted as a division of the United States Department of Transportation or its successor agency or agencies.
- (e) “TSA” shall mean the Transportation Security Administration as presently constituted as a division of the United States Department of Homeland Security or its successor agency or agencies.
- (f) “Leased Premises” shall mean Hangars #____ as depicted in Exhibit “A,” attached.
- (g) “Trade Fixtures” shall mean that furniture, furnishings, non-load bearing removable partitions, special lighting fixtures, draperies, decorations, appliances and other personal property furnished, installed or used by Lessee.
- (h) “Minimum Standards” shall mean the Roger M. Dreyer Municipal Airport Minimum Standards for Aeronautical Activities adopted by the City and applicable to the Airport and to the Lessee’s fixed based operation. The Minimum Standards are set forth in Exhibit “B,” attached.
- (i) “Lessee by-laws” shall mean the official by-laws registered with the State of Texas, if applicable for Lessee, as depicted in Exhibit “C,” attached.

ARTICLE II

REPRESENTATIONS

Section 2.01: Representations by the City. The City makes the following representations as the basis for its undertakings in this Agreement:

- (a) The City, as the owner of the Airport, has the power and authority to lease the Leased Premises to Lessee pursuant to the terms and conditions contained herein and to enter into the transactions contemplated herein and to carry out its obligations hereunder, and by proper action of the City Council, the City has been authorized to execute and deliver this Agreement;

- (b) The City has good title for the real property of the Leased Premises;
- (c) The City, and to the extent applicable hereunder, the Director, shall each, as to any discretionary authority granted hereunder, act in conformity with good business practices and, if resulting therefrom, a reasonable interpretation of those laws, rules and regulations applicable to the Airport and the fixed based operations of Lessee; and
- (d) All representations relating to the City contained in the recitals to this Agreement are true and correct.

Section 2.02: Representations by Lessee. The Lessee makes the following representations as the basis for its undertakings in this Agreement:

- (a) Lessee has the power to enter into this Agreement without violating the terms of any other agreement to which it may be a party; and has been duly authorized to execute and deliver this Agreement, if applicable;
- (b) Lessee will cause the Leased Premises to be occupied and possessed for the purposes set forth herein and will operate or cause to be operated the Leased Premises in accordance with the terms and provisions of this Agreement;
- (c) All representations relating to Lessee contained in the recitals to this Agreement are true and correct.

ARTICLE III

LEASE AND TERM

Section 3.01: Demise of Leased Premises. Subject to the terms and conditions of this Agreement, the City hereby leases, lets and demises exclusively unto Lessee and Lessee hereby leases and rents from the City, Hangar # ____.

Section 3.02: Term.

- (a) Term. This Agreement shall become effective as to Hangar # ____ on the “Effective Date”, and shall continue unless sooner terminated or reduced in accordance with this Agreement for twelve (12) months from the Effective Date.
- (b) Renewal. Lessee shall have the option to renew this Agreement for additional terms by giving the Director written notice of its intent to exercise this option no earlier than six (6) months prior to the end of the then current Term. The annual rental for any subsequent renewal period will be established by the City at that time.
- (c) Termination. In addition to any other rights to terminate held by Lessor and set

forth in this Agreement, Lessee may terminate this Lease at any time upon sixty (60) day's notice of termination. Any rent that has been prepaid for more than sixty (60) days will be refunded to Lessee provided Lessee is in good standing and the leased premise passes final inspection upon vacation of the premises.

Section 3.03: Condition of Premises. Lessee has full and exclusive responsibility for ascertaining the suitability of the Leased Premises for Lessee's intended use. The City makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or the suitability of the Leased Premises for the use intended by Lessee.

ARTICLE IV **RENTALS, FEES AND CHARGES**

Section 4.01: Rentals.

- (a) Hangar Rental. Upon the execution of this Agreement, Lessee agrees and binds itself to pay monthly rental for the Leased Premises in the amount of \$_____.
- (b) Commencement of Rental. The obligation for hangar rental of Lessee to City as aforesaid shall commence on the Effective Date of this Agreement.
- (c) Adjustment of Rent. The rent due under this Agreement may be adjusted by the City for any renewal term. Lessee will be advised at least sixty (60) days in advance of any increase in the rental rate.
- (e) Time of Payment. Said rental shall be paid monthly in advance on the first day of each month without demand in a sum equal to the monthly rental amount due hereunder.
- (f) Place of Payment. All payments required of the Lessee by this Agreement shall be mailed to the address as specified in Article X, Section 10.02 or address as may be substituted in writing by City. Remittance is to be made in form of a check made payable to the City of Gonzales.
- (g) Unpaid Rent, Fees and Charges. Any installment of rent, any fees or other charges or monies accruing under any provisions of the Agreement that are not received by the 5th day of the month in which payment is due, shall bear interest at the rate of one and one half percent (1 1/2%) per month (eighteen percent (18%) per annum) from the date when the same was due according to the terms of the Agreement until paid by Lessee.

Section 4.02: Use Charges. The standards and regulations enacted by the governmental agency responsible for the operation of the Airport, now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. Such charges may be based upon square footage, receipts or other reasonable basis, to be established by such standards and regulations, and consistently applied. Lessee agrees to pay such charges as same are due and owing under any such standards or regulations now or hereafter in effect. Any such use charges shall be lawful, reasonable, and nondiscriminatory.

Section 4.03: Other Charges:

- (a) Miscellaneous Fees. Lessee understands and acknowledges that other fees, including, but not limited to, fuel flowage fees and parking fees, which pertain to commercial activities rather than the lease of property, if and when applicable, may be assessed in accordance with airport rates and charges schedules.
- (b) Fines, Penalties. Lessee shall be responsible for any fines or penalties, which may be assessed by the FAA or any other government authority against the City, to the extent any such fine or penalty is directly attributable to Lessee, its invitees, licensees or sublessees' activities on the premises.
- (c) Further, Lessee shall reimburse the City for any fines or penalties assessed against the City by the Texas Commission on Environmental Quality or the U.S. Environmental Protection Agency to the extent any such fine or penalty is directly attributable to Lessee's non-compliance with any rule, regulation, statute or order of those agencies; provided, however, Lessee shall not be responsible for any such fines or penalties due to any condition: (i) which existed prior to its original occupancy of the Leased Premises under previous leases, to the extent such existing condition is not aggravated by Lessee, or (ii) caused by parties other than Lessee or sublessees.

ARTICLE V

USE OF LEASED PREMISES

Section 5.01: Permitted and Prohibited Uses.

- (a) During the Term of this Agreement and subject to Lessee's performance of its obligations hereunder, the Lessee shall have the right to use the Leased Premises only for conducting the following activities upon the Leased Premises:
 - (i) Activities to include the maintenance, servicing, and storing of aircraft, including the overhauling, rebuilding, repairing, inspecting and licensing of

same, and the purchase of parts, equipment and accessories therefore

- (ii) The Lessee's use of the Leased Premises is expressly conditioned upon its non-interference with normal airport operations and its strict compliance with the policies and procedures of the City's Department of Aviation and the applicable provisions of the City Fire Code.
- (b) During the term of this Agreement, the Lessee shall not conduct any business on the Leased Premises that is not consistent with the purpose of this Lease or is in direct competition with non-aeronautical tenants (other than tenants possessing the same or similar rights of use of the Airport), lessees or concessionaires of the City whether such business is conducted at present or in the future. No portion of the Premises shall be used in any manner that is in violation of the Airport's Minimum Standards for Aeronautical Activities or any other applicable governmental laws, regulations, orders, licenses, permits, or other requirements. Specifically, Lessee shall not conduct the following on the Leased Premises:
 - (i) Commercial activities and other revenue producing activities not directly related to Lessee's operation.
 - (ii) Use of any portion of the Leased Premises for residential purposes.
 - (iii) Maintenance of non-aviation related vehicles or equipment, except for repairs of such vehicles and equipment.
 - (iv) Parking or storage of personal property such as boats, motor homes, recreational vehicles and other non-aeronautical items.
 - (v) Any other use not allowed, either expressly or by implication, by Section 5.01 (a).

Section 5.02: Right of Quiet Enjoyment. Subject to the other terms and conditions hereof, Lessee shall be entitled to and shall have possession and quiet enjoyment of the Leased Premises.

Section 5.03: Right of Ingress and Egress. Subject to the rules and regulations of City and the federal government governing operation and use of the Airport and its facilities and the activities thereon (including, but not limited to, the provisions regarding security at the Airport), Lessee shall have the right to use such facilities of the Airport as are provided for common use by the public.

Subject to any restrictions otherwise stated in this Agreement, the following privileges of ingress and egress with respect to the Airport are hereby granted:

For Lessee, its agents, employees, invitees, and suppliers of services and furnishers of materials, contractors and sub-contractors: To the public areas of the Airport and to those areas and facilities designated herein for exclusive use by Lessee. (As used in this Agreement, “public facilities” or “public areas” shall mean those areas and facilities of the Airport, which are provided free of charge by the City for the common use of the public.)

The ingress and egress provided for above shall not be used, enjoyed or extended to any person or vehicle engaging in any activity or performing any act or furnishing any service for or on behalf of Lessee that Lessee is not authorized to engage in or perform under the provisions of this Agreement unless expressly authorized in writing by the Director.

Section 5.04: Right to Make Improvements.

- (a) Subject to compliance with the provisions of the City’s Building Code and Fire Code and this Agreement, Lessee may construct at its own cost improvements and facilities on the Leased Premises, provided plans and specifications for such proposed construction receive the written approval of the Director, which approval shall not be reasonably withheld. At all times during the construction or installation thereof, the Director and his respective designees may inspect same in order to ensure that all construction work, workmanship, materials and installations involved therein or incidental thereto are performed with strict compliance with the approved plans and specifications. Such additions, modifications and improvements so made by Lessee on the Leased Premises shall be and become a part of the Leased Premises.

All such construction or installation shall be subject to inspection and approval and may be commenced only after obtaining required building and construction licenses/permits.

No restrictions other than those imposed by applicable federal or state laws or by general City ordinances shall be placed on Lessee as to the architects, engineers or contractors that it may employ in connection with the design, construction or maintenance by Lessee of such improvements upon the Leased Premises.

Section 5.05: Improvements

- (a) All improvements hereafter constructed or placed on the Leased Premises and all alterations, modifications thereof and improvements therein, shall not be deemed Trade Fixtures but shall become part of the Leased Premises with title vesting to City at the expiration or earlier termination of this agreement subject, however, to

Lessee's obligation to operate, repair, maintain and replace and right of possession, use and occupancy during the term of this Agreement in accordance with the terms and conditions hereof.

- (b) Construction contract or contracts shall require that the Contractor furnish a performance bond (contracts exceeding \$100,000.00) and a payment bond (contracts exceeding \$25,000.00). The bonds must be executed by a corporate surety company authorized to do business in the state of Texas and City must approve such bonds before any work is commenced. The contract(s) shall contain a provision where Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents and employees, from and against liability for any claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage and expenses arising out of the Contractor's work and activities conducted in connection with said contract. Lessee shall provide original signed copies of payment and performance bonds and construction contract(s) prior to actual construction.
- (c) Lessee shall require the construction contractor(s) to carry insurance in the same amounts required of contractors doing business with the City. The City shall be an additional insured on each of the policies and the Director shall receive at least thirty (30) days' notice of cancellation of any of the contractor's insurance policies.

Section 5.06: Rights to Remove Certain Property. Lessee shall be entitled during the term of this Lease to remove from the Leased Premises any furnishings, equipment, Trade Fixtures and other personal property installed or placed on the Leased Premises by Lessee which are being replaced or which are not required in the operation of its business or in order to comply with any provision of this Agreement and which can be removed without structural damage to the Leased Premises and which, by law, have not become a part of the realty subject, however, to any valid lien City may have for unpaid rentals or amounts payable by Lessee to City and provided that Lessee shall have repaired all damage resulting from such removal to the reasonable satisfaction of City.

Section 5.07: Compliance Standards. All parties hereto agree to comply with any and all applicable laws, rules, and regulations, including the Minimum Standards for Aeronautical Activities adopted by the City, contained in Exhibit B, as revised from time to time, and those of the FAA, Texas Commission on Environmental Quality, United States Environmental Protection Administration, and TxDOT. During the term of this Agreement, Lessee shall not permit the Leased Premises to be used for any unlawful or improper purpose.

ARTICLE VI

OBLIGATIONS OF LESSEE

Section 6.01: Maintenance of Leased Premises at Lessee's Expense. Lessee shall, through the Term of this Agreement, assume the entire responsibility, cost and expense for all repair and maintenance whatsoever of the Leased Premises. Additionally, without limiting the generality of the foregoing, Lessee shall:

- (a) Maintain at all times the Leased Premises in a good state of repair and preservation, excepting ordinary wear and tear.
- (b) Keep at all times in a clean and orderly condition and appearance the Leased Premises and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises which is open to or visible by the general public.
- (c) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment required by laws, rule, order, ordinance, resolution or regulation of any competent authority, including the City and Director.
- (c) Observe all regulations and requirements of insurance on the Leased Premises concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport.
- (d) Repair any damage caused by Lessee to paving or other surfaces of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- (e) Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.
- (f) Cause all vehicles and equipment operated by Lessee on the Airport to be kept and maintained in a safe condition and in good repair in accordance with the uniform standards applicable to all Airport tenants, as established from time to time by the Director.
- (h) Lessee shall repair all damages to Leased Premises caused by its members, employees, patrons or its operation thereon.

Section 6.02: Lessee's Activities. Lessee shall conduct its activities on the Leased Premises in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport. Additionally, Lessee shall:

- (a) Take all reasonable measures not to produce on the Airport through its installation, maintenance and operation of machinery, antennas or equipment any electrical, electronic or other disturbance that interferes with the operation by the City, the Federal Aviation Administration or other users of the Airport of air navigational, communication or flight equipment on the Airport or on aircraft using the Airport or with ground transportation communication.
- (b) Exercise reasonable control over the conduct, demeanor and appearance of its officers, members, agents, employees, invitees and of those doing business on the Airport, as applicable.
- (c) Commit no nuisances, waste or injury on the Leased Premises.
- (d) Never cause or create, nor permit, any obnoxious odor, smoke, noxious gas or vapor upon the Leased Premises.
- (e) Not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- (f) Not install any fuel storage facilities.
- (g) Collect all garbage, debris and waste material (whether solid or liquid) arising out of its occupancy of the Leased Premises, store same pending disposal in covered metal or other rigidly and sturdily constructed receptacles and dispose of same off the Airport at regular intervals, except for sewage, which may be disposed of in the City's sewer system, all at Lessee's expense. Piling of boxes, cartons, barrels or other similar items on or about the Leased Premises shall not be permitted.
- (h) Prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials on, under, in, above, to or from the Leased Premises other than in strict compliance with all applicable federal, state and local laws, regulations, ordinances and orders. For purposes of this paragraph, "Hazardous Materials" shall refer to any substances, materials and wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state and local laws, regulations, ordinances and orders.

Lessee shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against any loss, cost, expense, claim or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage or restoration work required by or incurred by the City or any other entity or person in a reasonable belief that such work is required by

any applicable federal, state or local law.

Notwithstanding the above, Lessee shall bear no responsibility for any hazardous materials that exist on or under the Leased Premises prior to Lessee's original tenancy on the premises which precede this Lease.

Section 6.03: Taxes, Charges, Utilities, Liens.

- (a) Lessee shall pay all taxes that may be levied, assessed or charged upon Lessee's leasehold estate or Lessee's leasehold improvements and personal property present in the Leased Premises by the State of Texas or any of its political subdivisions or municipal corporations and shall obtain and pay for all licenses and permits required by law.
- (b) Lessee shall pay for all water, heat, electricity, air conditioning, sewer charges and other utilities furnished to the Leased Premises, if applicable.
- (c) Lessee shall neither cause or permit any laborers, mechanics, builders, carpenters, materialmen, contractors or other liens or encumbrances (including judgment and tax liens) against the Leased Premises provided, however, that Lessee may, at its own expense, in good faith contest the validity of any alleged or asserted lien and may permit any contested lien to remain unsatisfied and undischarged during the period of such contest and only appeal therefrom unless by such action any part of the Leased Premises may be subject to loss or forfeiture, in any of which events such lien shall be promptly satisfied and released in full.

Section 6.04: Restoration of Airport Property. In the event it shall be necessary for Lessee to disturb any paved area or any other property on the Leased Premises or at any other place on the Airport by excavation or otherwise for the purpose of construction, making repairs, replacements or alterations to the Leased Premises, Lessee shall obtain from City all required permits and Lessee shall restore all such properties and paved areas excavated or otherwise disturbed to a condition at least as good as that in which they were prior to such work.

Section 6.05: Federal Requirements.

- (a) Lessee, its successors in interest and assigns, does hereby covenant and agree that:
 - (i) No person on the grounds of race, color, national origin or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - (ii) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color,

national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- (iii) The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (b) Lessee acknowledges and agrees that the provisions of all Federal-Aid Airport Program Grant Agreements or TxDOT Aviation Grant Agreements with the City that are applicable to the Airport are by reference made a part hereof to the same extent as though copied herein at length.

Section 6.06: Surrender and Holding Over.

- (a) Upon the expiration or termination of this Agreement pursuant to any terms hereof, Lessee shall surrender the Leased Premises to the City in a good state of repair and preservation, excepting ordinary wear and tear. All equipment, Trade Fixtures and other personal property installed or placed by Lessee on the Leased Premises which have not been removed by Lessee prior to the expiration or termination of this Agreement. Any property remaining after expiration or termination shall be deemed to be abandoned by Lessee and title thereto shall vest in the City provided, however, Lessee shall not abandon any of its property on the Leased Premises without the written consent of the Director. All Leased Premises damaged by or as a result of the removal of Lessee's property shall be restored at Lessee's expense to the same or better condition than existed prior to such damage.
- (b) Any holding over of the Leased Premises or any part thereof by Lessee after the expiration or termination of this Agreement shall be on a month-to-month basis. Lessee's monthly rental obligation during such period of holding over shall be calculated to equal two (2) times the monthly rental in the last month of the term.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF CITY

Section 7.01: Right of Flight. Lessee understands that the City reserves the right of flight for the passage of aircraft above the surface of the Leased Premises and that the grant and demise of the Leased Premises is subject to this reserved right of flight, which such right shall include the right to cause in such air space such noise as may be inherent to the operation of aircraft now known or hereafter used for the navigation of or flight in the air. Further, Lessee understands and agrees that City reserves the right to use said air space for landing at, taking off from and operating aircraft on and over the Airport.

Section 7.02: City's Rights of Entry to Leased Premises. Upon twenty-four (24) hours' advance notice, the City shall have the right to enter upon the Leased Premises for the purpose of inspecting the same, for observing the performance by Lessee of its obligations under this Agreement and for the doing of any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise provided such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use or occupancy of the Leased Premises.

Without limiting the generality of the foregoing, the City by its officers, employees, agents, representatives, contractors and furnisher of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical or other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be deemed necessary or advisable and from time to time, to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee and shall return the Leased Premises to their prior condition without expense to Lessee.

It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purposes of providing utility services only to the Leased Premises.

Section 7.03: Operation, Maintenance and Expansion of Airport by the City.

- (a) The City agrees to operate, maintain and keep in good repair the areas and facilities at the Airport for the public and Lessee in accordance with the practices of a reasonably prudent airport operator. The City agrees to use reasonable efforts to keep the Airport free from obstructions and to do all things reasonably necessary for the safe, convenient and proper use of the Airport by those who are authorized to use the same. The City agrees to maintain and operate the Airport in accordance with all applicable standards, rules and regulations.
- (b) The City may expand and improve the Airport as it, in its sole judgment, may deem necessary to provide required facilities in the interest of the public and the City.
- (c) The City shall have the right, but not the obligation, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

ARTICLE VIII
LIABILITY, INDEMNIFICATION, INSURANCE AND CONDEMNATION

Section 8.01: Liability. The City shall not be liable for its failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any delay or failure be deemed a default by the City when such failure or delay is the result of any cause beyond its reasonable control or jurisdiction. In any such case, a promptly written notice will be given by the City to Lessee of the existence of such cause and of readiness to resume performance upon the removal or termination thereof provided, however, that in every instance where the operation of the Airport and its facilities shall be wholly or partially suspended because of fires, storms, riots or acts of God, the City will proceed with due diligence and insofar as it has funds available to do so, to repair and restore the Airport and its facilities to such conditions as will permit its use and enjoyment as a commercial airport.

Section 8.02: Indemnification.

- (a) It is agreed for all purposes hereunder, the Lessee is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of the City.
- (b) The Lessee agrees to indemnify, hold harmless and defend the City, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs occasioned by the Lessee's occupancy or use of the Leased Premises and/or activities conducted in connection with or incidental to this Lease and arising out of or resulting from the intentional acts or negligence of the Lessee, its officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent acts or omissions of the Lessee, its officers, agents and employees.
- (c) The Lessee further agrees that it shall at all times take reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, customers, visitors, and other persons, as well as their property, while in or on the Leased Premises. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Lessee, its agents, servants, employees, customers, and visitors.

- (d) Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise upon the Leased Premises, responsibility for any and all such defects being expressly assumed by the Lessee. The Lessee understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions., including but not limited to any such claim asserted by or on behalf of the Lessee or any of its members, agents and employees.
- (e) It is further agreed with respect to the above indemnity, that the City and the Lessee will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Lessee or the City, and the City shall have the right to compromise and defend the same to the extent of its own interests.
- (f) The Lessee further agrees that the indemnity provision shall be considered as an additional remedy for the City and not an exclusive remedy.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE LESSEE, THAT THE INDEMNITY PROVIDED FOR IN THIS LEASE IS INDEMNITY BY THE LESSEE TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE THE CITY IS PARTICIPATING IN THIS LEASE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS LEASE SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE OR CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, UNMIXED WITH THE FAULT OF ANY PERSON OR ENTITY.

Section 8.03: Insurance.

- (a) The Lessee shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Lease:

TYPE

AMOUNT

Airport Premises Liability Insurance: \$1,000,000 per occurrence
including hangar keepers, products
and completed operations coverage

Current insurance upon any stored items

The preceding amounts notwithstanding, the City reserves the right to increase the minimum amount required insurance to be effective 90 days after notice is sent to the address provided in Article X, Section 10.02 (or subsequent address provided in writing to the City, through its airport management designee.

- (b) The procurement of said insurance shall not be construed to be a limitation upon the Lessee's liability or as a full performance on its part of the indemnification provisions of the Lease. The Lessee's obligations are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Leased Premises.
- (c) Before commencement of activities under this Lease, the Lessee shall furnish to the City, certificates of insurance, plainly and clearly evidencing the required insurance, and thereafter, new certificates prior to the expiration date of any prior certificate. The Lessee understands that it is solely responsible to provide this necessary information. If the City notifies Lessee, in writing, that a violation of this article has occurred, Lessee will have 30 days to comply. If after 30 days such violation has not been cured, this shall be considered a cause for cancellation of this lease, under the provisions of Article IX.
- (d) Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the state of Texas. All policies shall be subject to examination and approval by the City's Risk Management office for their adequacy as to form, content, form of protection, and providing company.
- (e) Insurance required by this Lease for the City, as additional insured, shall be primary insurance and not contributing with any other insurance available to the City, including any third party liability policy. The inclusion of the City as an additional insured is not intended to, and shall not make the City a partner or joint venturer with Lessee.
- (f) The Lessee further agrees that with respect to the above-required insurance, the City shall:
 - (i) Be named as additional insured/or an insured, as its interest may appear;
 - (ii) Be provided with a waiver of subrogation; and
 - (iii) Be provided within thirty (30) days advance notice, in writing, of cancellation or material change.
- (g) Said policies of insurance shall be performable in Gonzales County, Texas, and shall be construed in accordance with the laws of the state of Texas.
- (h) Protection against loss by fire or other casualty to the equipment or property of Lessee shall not be an obligation of the City.

Section 8.04: Insurance of the Leased Premises.

- (a) Improvements. Any improvements upon the Leased Premises shall be insured at all times during the term of this Agreement by Lessee under a “Fire and Extended Coverage” policy issued by a responsible insurance company. All such insurance policies on the Leased Premises shall name as insured thereunder the City and Lessee.
- (b) Reconstruct/Repair. In the event the Leased Premises or a substantial part thereof is damaged or destroyed by an insured casualty, Lessee shall at its sole cost reconstruct or repair the improvements and the insurance proceeds shall be applied to the reconstruction or repair of the improvement, the Lessee shall pay any deficiency between the cost of reconstructing or repairing the improvements to its state prior to such loss and the proceeds. The facilities shall be reconstructed or repaired, either in accordance with the original plans and specifications or in accordance with the new or modified plans and specifications jointly approved by the City and Lessee. Before any repair or reconstruction under this paragraph, Lessee shall submit plans and specifications to the City for approval and shall be in accordance with requirements of Article V, Section 5.04.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 9.01: Default by Lessee. The following shall be events of default as to the Lessee under this Agreement:

- (a) Failure by the Lessee to pay any rent within **ten (10)** days of the date it receives written notice from the City that such rent is past due.
- (b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be performed other than as referred to in sub-section (a) for a period of **ten (10)** days after receipt of written notice from the City specifying such failure and requesting that it be remedied.
- (c) Abandonment or desertion of Leased Premises by the Lessee for any period of time exceeding thirty (30) consecutive calendar days or filing of any lien against the Leased Premises or Lessee’s interest therein in violation of this Agreement and shall remain unreleased for a period of sixty (60) days from the date of such filing unless within said period the Lessee is contesting in good faith the validity of such lien and while such lien is appropriately bonded.

- (d) A receiver is appointed without Lessee's application or consent, in any action or proceeding by or against Lessee and such action or proceeding is not stayed or discharged within sixty (60) days after its commencement, or Lessee is involuntarily made a party to any insolvency proceeding conducted pursuant to the laws of any state or of a political subdivision of any state and such proceeding is not stayed or discharged within sixty (60) days after its commencement, or Lessee involuntarily becomes a debtor in any case commenced under the provisions of the United States Bankruptcy Code, as amended and such case is not stayed or discharged within sixty (60) days after its commencement.
- (e) The dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy or failure by the Lessee promptly to remove any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises.

Section 9.02: Remedies on Default. Whenever any event of default referred to in Section 8.01 hereof shall have happened, the City may take any one or more of the following remedial steps as against the Lessee:

- (a) The City may re-enter and take possession of the Leased Premises of Lessee without terminating this Agreement and sub-lease the interest of the Lessee to any party or operate the same on behalf of the Lessee. In either case, holding the Lessee liable for the difference, if any, between the rents and other amounts payable by Lessee hereunder and the rents and other amounts payable by such sub-leasing. In retaking possession, the City shall have the right to remove and store anything on the premises.
- (b) After thirty (30) days' written notice to Lessee, the City may terminate this Agreement, exclude the Lessee from possession of the Leased Premises and shall use its best effort to lease Lessee's interest therein to another party for the account of City holding Lessee liable for all rents and other amounts due under this Agreement and not paid by such other party.
- (c) The City may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due from Lessee or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Agreement.
- (e) If the City and the Lessee disagree with respect to Lessee's obligations to pay money under this Agreement, Lessee may pay the amount under protest and such payment shall not prejudice Lessee's right to recover the disputed amount if it is determined that such payment was not due.

- (f) If Lessee has previously received notice of past due rent on two occasions during any rolling twelve (12) month period and is past due for a third time, Lessee's lease will be terminated and Lessee shall not be eligible to lease space from Lessor at the airport for a period of five (5) years.

Section 9.03: Non-Exclusive Remedy. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

Section 9.04: Legal Fees. In the event there should be a default under any of the provisions of this Agreement and the City should determine that the services of an attorney are required or the City incurs other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of Lessee, the Lessee agrees that it will on demand therefor pay to the City the reasonable, just and necessary fees of such legal and other reasonable incurred expenses.

ARTICLE X

ASSIGNMENTS, SUBLETTING, TERMINATION AND ENCUMBRANCES

Section 10.01: Assignment and Subletting

- (a) Lessee covenants and agrees that it will not transfer or assign this Agreement or any part thereof or any rights created thereby or sublet the Leased Premises covered by this Lease or any part thereof without the prior written consent of the Director provided, however, that Lessee shall have the right to assign its interest hereunder or to sublet the Leased Premises to any subsidiary, affiliate or successor company thereof upon the condition that the Lessee hereunder shall remain liable for the full, faithful and complete performance of this Lease. Upon approval of the Director, Lessee may sublet the Leased Premises subject to Lessee and Sub-Lessee remaining liable for the full faithful and complete performance of this Lease both pre-assignment and post-assignment. Any Sub-Lessee shall be provided a copy of this Lease and it's attachments by Lessee.
- (b) If, without the prior written consent of the Director, the Lessee assigns, transfers or sublets in violation of Section (a) of this Section or if the Leased Premises are occupied by anybody other than the Lessee, as provided in this Lease, the City may terminate this Lease or collect rent from any assigns, sub-lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises and the City shall apply the net amount collected to the rental herein reserved but no such collection shall be deemed a waiver by the City of the covenants contained in subdivision (a) of this Section or an acceptance by the City of any such assignee or sub-lessee.

- (c) Any assignment or transfer of this Agreement or any rights of Lessee hereunder (except as otherwise permitted herein) whether it be a voluntary assignment without the consent of Director or an assignment or transfer by operation of law, shall be null and void and shall constitute a default on the part of the Lessee.

Section 10.02: Termination by Lessee. If not in default in any of its obligations hereunder, Lessee may at its option terminate this Agreement by giving the Director thirty (30) days' written notice thereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01: Consents and Approvals.

- (a) With respect to the approvals herein required of the Lessee, Lessee shall from time to time furnish to the City appropriate certifications setting forth the officers or representatives of Lessee who are authorized to grant such approvals and to bind the Lessee thereto.
- (b) The City's Airport Director may give any consent or approval herein required of the City unless otherwise provided.
- (c) All consents and approvals required or permitted herein by either party shall be given in writing.

Section 11.02: Notices. All notices required or permitted to be given to the City or Lessee shall be deemed sufficiently given if in writing and sent either by registered mail or certified mail, postage prepaid, addressed as follows, or to such other address or addresses as the City or Lessee shall from time to time designate in writing to the other parties;

City:

City of Gonzales
City Manager

Gonzales, Texas _____

Lessee:

Section 11.03: Brokerage. The Lessee represents and warrants that no brokers have been concerned on their behalf in the negotiation of this Agreement and that there are no such brokers

who are or may be entitled to be paid commissions in connection therewith. Lessee shall hereby indemnify and save harmless the City of and from any claim for commission or brokerage made by any such brokers when such claims are based in whole or in part upon any acts or omissions by Lessee.

Section 11.04: Force Majeure. Neither the City nor Lessee shall be deemed in default hereunder if either party is prevented from performing any of its obligations, other than the payment of rentals, fees and charges hereunder, by reasons of strikes, boycotts, labor disputes, embargoes, shortages of energy or material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, acts of sabotage or any other circumstances for which it is not responsible or which are not within its control.

Section 11.05: Entire Agreement. This Agreement constitutes the entire agreement between the City and Lessee.

Section 11.06: Lease to Federal Government. During time of war or national emergency, City shall have the right to lease the landing area or any part thereof the leased premises to the United States Government for military use and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended but such suspension shall not extend the term of this Agreement, without written approval by the City.

Section 11.08: Place of Performance; Laws Governing Venue. This Agreement shall be performable and enforceable in Gonzales County, Texas, and shall be construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be Gonzales County, Texas.

Section 11.09: Severability. Should any part of this Lease be held to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

(THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)
IN WITNESS WHEREOF this Agreement has been entered into and is effective as of the Effective Date and has been executed in quadruplicate original counterparts by the respective officers of the parties hereto as of the dates noted below.

ATTEST:

City of Gonzales, a Municipal Corporation

Kristina Vega, City Secretary

By: _____
Tim Patek, City Manager

Date: _____

Lessee:

By: _____

[printed name] _____

Date: _____

ATTEST:

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

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

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The property with a situs of 905 Kleine, Gonzales, Texas, was placed on the resale list and a bid in the amount of \$15,808.70 was received. This tax resale bid consists of Suit #6996.

The property has a legal description of The North Half of Lots 5, 6, and 7, Block 1, Burchard Addition, Town of Gonzales, Gonzales County, Texas, Described in Volume 543, Page 425, Deed Records of Gonzales, County, Texas.

The bid was approved by the Gonzales County Commissioner's Court on April 26, 2021, pending approval of the other taxing units.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The City would receive the portion of taxes that are delinquent from 2009-2016 & 2018-2020, and the property will go back on the tax roll.

ATTACHMENTS:

Tax resale bid to 905 Kleine

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2021-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE TAX RESALE OF THE PROPERTY LOCATED AT 905 KLEINE STREET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as per Tax Code Chapter 34 the City of Gonzales desires to adopt a resolution approving the Tax Re-Sale Bid for R18924- The North Half of Lots 5, 6, and 7, Block 1, Burchard Addition, Town of Gonzales, Gonzales County, Texas, Described in Volume 543, Page 425, Deed Records of Gonzales, County, Texas; Suit numbers 6996; and,

WHEREAS, a bid was received in the amount of \$15,808.70 for tax Suit 6996; and,

WHEREAS, the Gonzales County Commissioner's Court approved the tax re-sale bids pending the approval of the other taxing entities on April 26, 2021; and,

WHEREAS, to complete the resale requires approval of each taxing entity; and,

WHEREAS, completing the resale of the property is likely to result in improvement of said property and payment of the assessed taxes.

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 Tax Re-Sale Bid for the property located at 905 Kleine Street in the amount of \$15,808.70 as listed in Suit number 6996.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary



**Crystal Cedillo, CSTA, PCC, CTOP, PCAC
Gonzales County Tax Assessor-Collector
TAX RE-SALE BID**

To: Honorable Mayor and Members of City Council
Dated: April 26, 2021
Re: Suit 6996 – R18924

Consider and take action on bid for resale property.

Suit: 6996

Property: R18924

Situs: 905 Kleine, Gonzales, Texas

Legal: The North Half of Lots 5, 6, and 7, Block 1, Burchard Addition, Town of Gonzales, Gonzales County, Texas,
Described in Volume 543, Page 425, Deed Records of Gonzales, County, Texas

Tax Years Due: 2009-2016 & 2018-2020

Court Costs Due: \$910.66

Judgment Date: 06/20/2018

Adjudged Value: \$53,180.00

Current Value: \$58,770.00

Original Opening Bid: \$15,808.70

Post Judgment Taxes Due: \$5,755.98

Original Tax Sale Date: April 6, 2021

Bid Amount: \$15,808.70

This bid was approved in Commissioners' Court April 26, 2021 pending the approval of the other entities.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

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

DATE: May 13, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The property with a situs of 917 Pecan, Gonzales, Texas, was placed on the resale list and a bid in the amount of \$7,775.00 was received. This tax resale bid consists of Suit #7167.

The property has a legal description of 0.083 acres, more or less, out of Lot 4, Block 3, Range 1, City of Gonzales, Gonzales County, Texas, As described in deed dated February 5, 1976 from Maria Luz Gonzales to Ruben Arellano, in Volume 413, Page 183, Official Records of Gonzales County, Texas

The bid was approved by the Gonzales County Commissioner's Court on April 26, 2021, pending approval of the other taxing units.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The City would receive the portion of taxes that are delinquent from 2002-2011, 2013-2015 & 2017-2019, and the property will go back on the tax roll.

ATTACHMENTS:

Tax resale bid to 917 Pecan Street.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2021-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE TAX RESALE OF THE PROPERTY LOCATED AT 915 PECAN STREET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as per Tax Code Chapter 34 the City of Gonzales desires to adopt a resolution approving the Tax Re-Sale Bid for R10456- 0.083 acres, more or less, out of Lot 4, Block 3, Range 1, City of Gonzales, Gonzales County, Texas, As described in deed dated February 5, 1976 from Maria Luz Gonzales to Ruben Arellano, in Volume 413, Page 183, Official Records of Gonzales County, Texas; Suit number 7167; and,

WHEREAS, a bid was received in the amount of \$7,775.00 for tax Suit 7167; and,

WHEREAS, the Gonzales County Commissioner's Court approved the tax re-sale bids pending the approval of the other taxing entities on April 26, 2021; and,

WHEREAS, to complete the resale requires approval of each taxing entity; and,

WHEREAS, completing the resale of the property is likely to result in improvement of said property and payment of the assessed taxes.

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 Tax Re-Sale Bid for the property located at 917 Pecan Street in the amount of \$7,775.00 as listed in Suit number 7167.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary



**Crystal Cedillo, CSTA, PCC, CTOP, PCAC
Gonzales County Tax Assessor-Collector
TAX RE-SALE BID**

**To: Honorable Mayor and Members of City Council
Dated: April 26, 2021
Re: Suit 7167 – R10456**

Consider and take action on bid for resale property.

Suit: 7167

Property: R10456

Situs: 917 Pecan, Gonzales, Texas

Legal: 0.083 acres, more or less, out of Lot 4, Block 3, Range 1, City of Gonzales, Gonzales County, Texas, As described in deed dated February 5, 1976 from Maria Luz Gonzales to Ruben Arellano, in Volume 413, Page 183, Official Records of Gonzales County, Texas

Tax Years Due: 2002-2011, 2013 – 2015, and 2017-2019

Court Costs Due: \$1,805.00

Judgment Date: 11/05/2020

Adjudged Value: 21,640.00

Current Value: \$21,640.00

Original Opening Bid: \$12,821.69

Post Judgment Taxes Due: \$0

Original Tax Sale Date: April 6, 2021

Bid Amount: \$7,775.00

This bid was approved in Commissioners' Court April 26, 2021 pending the approval of the other entities.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

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

DATE: May 13, 2021

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City of Gonzales, Texas, a home rule municipality, has among its real property interests certain unopened public streets located within property that is not within the municipal boundaries and are not anticipated to be within the municipal boundaries and for which the City has no known use or purpose.

Pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley.

Pursuant to Section 272.001 (b) and (c) the City is not required to solicit bids or otherwise establish a fair market value for streets they choose to close and sell to abutting landowners.

POLICY CONSIDERATIONS:

The Charter of the City of Gonzales provides that the city shall have all powers granted to municipalities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers. The Charter prohibits the sale of public squares and avenues. The subject unopened street is not on a square or avenue.

FISCAL IMPACT:

Positive fiscal impact to be realized upon the close and sale of unopened city streets demonstrating fiscal responsibility of policy makers.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council take the action deemed appropriate.

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, CLOSING AND ABANDONING TO THE ABUTTING PROPERTY OWNERS PORTIONS OF CERTAIN UNIMPROVED STREETS; AND ESTABLISHING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Gonzales, Texas, a home rule municipality, has among its real property interests certain unopened public streets located within property that is within the municipal boundaries and has no known use or purpose; and,

WHEREAS, the Streets found within the property described in the attached Exhibit A from the Official Public Records of Gonzales County (hereinafter the “Streets”) are unimproved streets; and,

WHEREAS, pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality may vacate, abandon, or close a street or alley; and,

WHEREAS, pursuant to Section 272.001 (b) and (c) the City is not required to solicit bids or otherwise establish a fair market value for streets they choose to close and sell to abutting landowners; and,

WHEREAS, no detriment or hazard to the City of Gonzales or its citizens has been found; and,

WHEREAS, the Charter of the City of Gonzales provides that the portions of the avenues of the city not deemed needed at the time for municipal purposes and the streets belonging to said city which have never been opened or used for street purposes by the public, the city is authorized to sell.

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

Section 1. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. That the City Council finds that such closure and abandonment as requested will cause no harm or injury to the City of Gonzales or its citizens.

Section 3. That pursuant to the authority provided to the City by Section 311.007 of the Texas Transportation Code and Section 272.001(b)(2) of the Texas Local Government Code, City Council hereby closes and abandons to the abutting owners the Street as described in **Exhibit “A”**.

Section 4. That the City Manager is authorized to execute the real property contract for the sale of the abandoned streets attached hereto as **Exhibit B**, an appropriate deed, retaining all

mineral rights and interest in the property to be conveyed, and other instruments reasonably necessary to complete the closure and conveyance; provided that the release of the abandoned street is apportioned to the abutting owners as required in Section 272.001(b)(2) of the Texas Local Government Code.

Section 5. That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

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

Section 7. This Ordinance shall be effective upon the approval and recordation of a deed and survey evidencing the closed and abandoned public streets described herein.

PASSED AND APPROVED this 13th day of May, 2021.

CITY OF GONZALES

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and 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

DATE: May 13, 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 March 11, 2021 City Council authorized the Gonzales Convention and Visitors Bureau to provide funding for the purchase of a new digital sign for J.B. Wells Park, Arena and Expo in the amount of \$29,878. These funds are in addition to the \$10,000 that was already budgeted for GL Account 500-7-811.414. Staff is requesting a budget amendment for the following account which will come from the fund balance of the Hotel/Motel Fund which had a fund balance of \$738,097.84 as of April 28, 2021.

JB Wells Park	500-7-811.414	\$29,878
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BUDGET AMENDMENT #2

On February 11, 2021 City Council authorized the Gonzales Convention and Visitors Bureau to provide funding for the Chamber of Commerce and Visitor Center in the amount of \$149,592.05 for the remodel of a new Visitor Center to be located at 304 St. Louis Street. These funds are in addition to the \$43,475 that was already budgeted for GL Account 500-7-811.412. Staff is requesting a budget amendment for the following account which will come from the fund balance of the Hotel/Motel Fund which had a fund balance of \$738,097.84 as of April 28, 2021.

Visitor's Center	500-7-811.412	\$149,592.05
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BUDGET AMENDMENT #3

On July 9, 2020 City Council authorized the purchase of a Chevrolet Silverado for the Wastewater Department in an amount not to exceed \$54,115. This item was allocated in the 2019-2020 budget but was not received before the budget closed. The truck was delivered on February 24, 2021 which is during the 2020-2021 budget. Those funds that were not spent last

year went to the fund balance of the Wastewater Fund and now will be used during this budget. These funds are in addition to the \$245,900 that was already budgeted for GL Account 230-7-730.608. Staff is requesting a budget amendment for the following account to come from the fund balance of the Wastewater Fund.

Vehicles/Equipment	230-7-730.608	\$54,115.00
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BUDGET AMENDMENT #4

The City of Gonzales received a donation from Texas Land & Right of Way Company in the amount of \$7,000. These funds were specifically designated for the Golf Course Superintendent for repair of facilities, purchase ball washers, and donor signage. Staff is requesting a budget amendment to reflect the donation being received and the Golf Course's Maintenance to Grounds increased by that exact amount.

Donations	100-4-406.603	\$7,000.00
Maintenance to Grounds	100-7-206.309	\$7,000.00

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. 2021-16

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 \$240,585.05; 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 13th day of May, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

BUDGET AMENDMENT #1

On March 11, 2021 City Council authorized the Gonzales Convention and Visitors Bureau to provide funding for the purchase of a new digital sign for J.B. Wells Park, Arena and Expo in the amount of \$29,878. These funds are in addition to the \$10,000 that was already budgeted for GL Account 500-7-811.414. Staff is requesting a budget amendment for the following account which will come from the fund balance of the Hotel/Motel Fund which had a fund balance of \$738,097.84 as of April 28, 2021.

JB Wells Park	500-7-811.414	\$29,878
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On July 9, 2020 City Council authorized the purchase of a Chevrolet Silverado for the Wastewater Department in an amount not to exceed \$54,115. This item was allocated in the 2019-2020 budget but was not received before the budget closed. The truck was delivered on February 24, 2021 which is during the 2020-2021 budget. Those funds that were not spent last year went to the fund balance of the Wastewater Fund and now will be used during this budget. These funds are in addition to the \$245,900 that was already budgeted for GL Account 230-7-730.608. Staff is requesting a budget amendment for the following account to come from the fund balance of the Wastewater Fund.

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BUDGET AMENDMENT #4

The City of Gonzales received a donation from Texas Land & Right of Way Company in the amount of \$7,000. These funds were specifically designated for the Golf Course Superintendent for repair of facilities, purchase ball washers, and donor signage. Staff is requesting a budget amendment to reflect the donation being received and the Golf Course's Maintenance to Grounds increased by that exact amount.

Donations	100-4-406.603	\$7,000.00
Maintenance to Grounds	100-7-206.309	\$7,000.00

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

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

DATE: May 13, 2021

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

Local Government Code Section 9.005 states that an amendment to a charter does not take effect until the governing body of the municipality enters and order in the records of the municipality declaring that the amendment was adopted.

POLICY CONSIDERATIONS:

Chapter 9 of the Local Government Code prescribes the processes and procedures for amending the City's Home Rule Charter.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this order.

ORDINANCE NO. 2021-17

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, ORDERING AND DECLARING THE 2021 CHARTER AMENDMENTS ADOPTED.

WHEREAS, on May 1, 2021 the City of Gonzales held an election on the adoption of amendments to the City's Home Rule Charter; and

WHEREAS, on May 6, 2021 the City Council canvassed the votes of said election; and

WHEREAS, Texas Local Government Code Section 9.05 (b) provides that an amendment to a charter does not take effect until the governing body of the municipality enters an order in the records of the municipality declaring that the amendment is adopted; and

WHEREAS, pursuant to notice of a public meeting held in compliance with the Texas Open Meetings Act, the City Council of the City of Gonzales, Texas, convened on this the 13th day of May, 2021, and after canvassing the results of the special election, does hereby enter an order into the records of the City declaring that the amendments to the City Charter are adopted.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That an election was duly called and held on May 1, 2021 and final votes were canvassed on May 6, 2021 on the question of the adoption of amendments to the City of Gonzales Home Rule Charter.

Section 3. Immediate Adoption of Amendments. It is hereby ordered that the following amendments are hereby declared to be adopted based on the canvassing of the May 1, 2021 election results:

The amendments stated in Measures A, B, E and F approved by the voters as Propositions A, B, E and F.

Section 4. Certification of Charter Amendment. That the mayor or chief executive officer of the municipality shall certify to the secretary of state an authenticated copy of the charter or amendment under the municipality's seal showing the approval by the voters of the municipality.

Section 5. Registration of Charter Amendment. That the secretary or other officer of a municipality performing functions similar to those of a secretary shall record in the secretary's or other officer's office a charter or charter amendment adopted by the voters of the municipality.

Section 6. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted

as a part of the judgment and findings of the Council.

Section 7. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 8. That all rights and privileges of the City are expressly saved as to any and all violations of the provision of any ordinances repealed by this ordinance which have accrued at the time of the effective date of this Ordinances; and, as to such accrued violation and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 9. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision

Section 10. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 11. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED AND APPROVED this 13th day of May, 2021.

CITY OF GONZALES

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary



CITY OF GONZALES FINANCIALS

May 13, 2021

REPORTS FOR PERIOD ENDING 4/30/2021

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUNDS

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 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	115,103.55	1,711,427.84	61.93	0.00	1,052,250.16
402-FRANCHISE REVENUE	1,848,550.00	19,337.10	746,849.21	40.40	0.00	1,101,700.79
403-LICENSE/FEE/PERMITS	67,650.00	3,546.95	34,104.62	50.41	0.00	33,545.38
404-PARKS FEES REVENUE	221,150.00	34,288.08	143,197.31	64.75	0.00	77,952.69
405-MUNICIPAL COURT REVEN	65,772.00	7,261.56	30,725.64	46.72	0.00	35,046.36
406-MISCELLANEOUS REVENUE	690,200.00	22,984.12	528,599.47	76.59	0.00	161,600.53
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	26,000.00	(660.30)	(164.43)	0.63-	0.00	26,164.43
409-OTHER FINANCING REVEN	287,233.00	333,124.00	685,591.84	238.69	0.00	(398,358.84)
410-TRANSFERS	2,618,677.00	0.00	1,083,564.77	41.38	0.00	1,535,112.23

*** TOTAL REVENUES ***	8,588,910.00	534,985.06	4,963,896.27	57.79	0.00	3,625,013.73
=====						
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	95,314.00	9,675.40	51,833.51	54.38	0.00	43,480.49
102-CITY MANAGER DEPART	248,880.00	24,720.87	140,798.45	56.60	75.54	108,006.01
103-COMMUNITY DEVELOPMENT	249,395.00	22,969.86	136,983.50	54.93	0.00	112,411.50
104-NON-DEPARTMENTAL	603,513.00	21,436.75	291,094.02	49.93	10,237.50	302,181.48
105-MAIN STREET DEPARTMEN	86,015.00	6,444.77	46,644.75	54.23	0.00	39,370.25
106-ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
107-BUILDING MAINTENANCE	225,633.00	18,085.03	119,968.91	53.17	0.00	105,664.09
108-CITY SECRETARY DEP	153,914.00	11,091.66	77,652.35	50.45	0.00	76,261.65
109-FINANCE DEPARTMENT	269,105.00	27,088.05	165,618.50	61.54	0.00	103,486.50
110-HOTEL/MOTEL	0.00	0.00	0.00	0.00	0.00	0.00
201-PARKS DEPARTMENT	670,931.00	58,371.56	350,831.91	52.94	4,340.46	315,758.63
202-SWIMMING POOL DEPARTM	32,368.00	0.00	440.26	1.36	0.00	31,927.74
204-RECREATION DEPARTMENT	9,177.00	0.00	117.61	1.28	0.00	9,059.39
206-INDEPENDENCE GOLF CO	264,895.00	24,676.55	143,659.11	54.23	0.00	121,235.89
301-FIRE DEPARTMENT	1,281,030.00	94,193.80	687,372.66	55.77	27,042.00	566,615.34
501-POLICE DEPARTMENT	2,719,079.00	227,498.80	1,411,821.26	55.28	91,289.27	1,215,968.47
504-ANIMAL CONTROL DEPART	158,644.00	11,236.04	78,321.52	49.37	0.00	80,322.48
550-MUNICIPAL COURT DEPT.	108,819.00	7,153.54	54,966.02	50.51	0.00	53,852.98
602-AIRPORT DEPARTMENT	79,795.00	351.07	45,750.70	57.34	0.00	34,044.30
603-STREETS DEPARTMENT	907,283.00	41,409.19	258,417.32	28.64	1,386.49	647,479.19
650-LIBRARY DEPARTMENT	274,650.00	22,808.58	147,007.41	53.53	0.00	127,642.59
660-MUSEUM DEPARTMENT	81,877.00	6,823.64	40,409.34	49.35	0.00	41,467.66

*** TOTAL EXPENDITURES ***	8,520,317.00	636,035.16	4,249,709.11	51.45	134,371.26	4,136,236.63
=====						
** REVENUES OVER(UNDER) EXPENDITURES **	68,593.00	(101,050.10)	714,187.16	845.30	(134,371.26)	(511,222.90)
=====						

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

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	42,057.50	255,965.72	39.69	0.00	388,878.28
406-MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	644,844.00	42,057.50	255,965.72	39.69	0.00	388,878.28
EXPENDITURE SUMMARY						
203-JB WELLS PARK	730,163.00	54,624.62	294,224.69	40.30	0.00	435,938.31
*** TOTAL EXPENDITURES ***	730,163.00	54,624.62	294,224.69	40.30	0.00	435,938.31
** REVENUES OVER(UNDER) EXPENDITURES **	(85,319.00)	(12,567.12)	(38,258.97)	44.84	0.00	(47,060.03)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

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	569,149.12	5,400,461.90	53.60	0.00	4,674,488.10
750-REVENUE COLLECTION	220,867.00	1,641.17	96,274.80	43.59	0.00	124,592.20
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	10,295,817.00	570,790.29	5,496,736.70	53.39	0.00	4,799,080.30
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	11,402,191.93	64,337.56	5,186,766.38	45.49	0.00	6,215,425.55
750-REVENUE COLLECTIONS	261,943.00	20,792.28	128,088.33	48.90	0.00	133,854.67
809-HYDRO PLANT CONST.	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	11,664,134.93	85,129.84	5,314,854.71	45.57	0.00	6,349,280.22
** REVENUES OVER(UNDER) EXPENDITURES **	(1,368,317.93)	485,660.45	181,881.99	13.29-	0.00	(1,550,199.92)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

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	200,086.42	1,314,753.76	60.64	0.00	853,346.24
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	2,168,100.00	200,086.42	1,314,753.76	60.64	0.00	853,346.24
	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,114,808.33	47,447.74	814,630.84	39.18	13,866.31	1,286,311.18
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	2,114,808.33	47,447.74	814,630.84	39.18	13,866.31	1,286,311.18
	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>
** REVENUES OVER(UNDER) EXPENDITURES **	53,291.67	152,638.68	500,122.92	912.44	(13,866.31)	(432,964.94)
	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

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	136,878.09	785,522.55	53.99	0.00	669,477.45
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	136,878.09	856,537.50	38.93	0.00	1,343,784.50
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,315,661.33	55,076.83	572,475.95	44.76	16,420.00	726,765.38
731-W/W CDBG PROJECT	815,077.00	0.00	38,682.15	4.75	0.00	776,394.85
*** TOTAL EXPENDITURES ***	2,130,738.33	55,076.83	611,158.10	29.45	16,420.00	1,503,160.23
** REVENUES OVER (UNDER) EXPENDITURES **	69,583.67	81,801.26	245,379.40	329.04	(16,420.00)	(159,375.73)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 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	64,362.59	456,382.28	57.45	0.00	338,067.72
	<u>794,450.00</u>	<u>64,362.59</u>	<u>456,382.28</u>	<u>57.45</u>	<u>0.00</u>	<u>338,067.72</u>
*** TOTAL REVENUES ***	<u>794,450.00</u>	<u>64,362.59</u>	<u>456,382.28</u>	<u>57.45</u>	<u>0.00</u>	<u>338,067.72</u>

EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	810,897.00	57,927.31	513,226.76	63.29	0.00	297,670.24
	<u>810,897.00</u>	<u>57,927.31</u>	<u>513,226.76</u>	<u>63.29</u>	<u>0.00</u>	<u>297,670.24</u>
*** TOTAL EXPENDITURES ***	<u>810,897.00</u>	<u>57,927.31</u>	<u>513,226.76</u>	<u>63.29</u>	<u>0.00</u>	<u>297,670.24</u>

** REVENUES OVER(UNDER) EXPENDITURES **	(16,447.00)	6,435.28	(56,844.48)	345.62	0.00	40,397.48
	<u>(16,447.00)</u>	<u>6,435.28</u>	<u>(56,844.48)</u>	<u>345.62</u>	<u>0.00</u>	<u>40,397.48</u>

C I T Y O F G O N Z A L E S
F I N A N C I A L S T A T E M E N T
A S O F : A P R I L 3 0 T H , 2 0 2 1

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	1,214.59	19.65	0.00	4,965.41
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	6,180.00	0.00	1,214.59	19.65	0.00	4,965.41
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
301-STREETS	0.00	0.00	0.00	0.00	0.00	0.00
302-WASTEWATER	1,134,000.00	134,302.84	422,388.09	37.25	0.00	711,611.91
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	1,621,000.00	217,711.08	976,219.29	60.22	0.00	644,780.71
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	2,755,000.00	352,013.92	1,398,607.38	50.77	0.00	1,356,392.62
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	(2,748,820.00)	(352,013.92)	(1,397,392.79)	50.84	0.00	(1,351,427.21)
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 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	1,049,254.05	92.48	0.00	85,346.95
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,134,601.00	0.00	1,049,254.05	92.48	0.00	85,346.95
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,127,600.00	0.00	870,700.00	77.22	0.00	256,900.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,127,600.00	0.00	870,700.00	77.22	0.00	256,900.00
	=====	=====	=====	=====	=====	=====
** REVENUES OVER (UNDER) EXPENDITURES **	7,001.00	0.00	178,554.05	550.41	0.00	(171,553.05)
	=====	=====	=====	=====	=====	=====

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

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	35,950.11	149,023.44	42.52	0.00	201,476.56
812-MEMORIAL MUSEUM	5,740.00	0.00	2,091.43	36.44	0.00	3,648.57
813-FORFEITURES	4,200.00	0.00	63.94	1.52	0.00	4,136.06
814-MUNICIPAL COURT	2,900.00	282.58	930.69	32.09	0.00	1,969.31
815-ROBERT L BROTHERS	75,900.00	100.00	2,114.26	2.79	0.00	73,785.74
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	439,240.00	36,332.69	154,223.76	35.11	0.00	285,016.24
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	543,858.28	16,507.18	246,912.02	48.15	14,939.00	282,007.26
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	4,542.12	23.29	0.00	14,957.88
815-ROBERT L BROTHERS	44,100.00	6,527.55	16,121.89	36.56	0.00	27,978.11
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	662,458.28	23,082.38	270,167.55	43.04	14,939.00	377,351.73
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(223,218.28)	13,250.31	(115,943.79)	58.63	(14,939.00)	(92,335.49)
	-----	-----	-----	-----	-----	-----

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 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	1,407,219.00	770.53	0.00	(1,401,039.00)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	6,180.00	0.00	1,407,219.00	770.53	0.00	(1,401,039.00)
	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>
EXPENDITURE SUMMARY						
CAPITAL PROJECTS-GOV	932,300.00	0.00	809,112.32	86.79	0.00	123,187.68
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	932,300.00	0.00	809,112.32	86.79	0.00	123,187.68
	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>
** REVENUES OVER (UNDER) EXPENDITURES ** (926,120.00)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 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	58,449.63	431,870.09	45.10	0.00	525,629.91
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	957,500.00	58,449.63	431,870.09	45.10	0.00	525,629.91
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,309,383.00	13,499.13	271,686.92	20.75	0.00	1,037,696.08
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	1,309,383.00	13,499.13	271,686.92	20.75	0.00	1,037,696.08
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
** REVENUES OVER(UNDER) EXPENDITURES **	(351,883.00)	44,950.50	160,183.17	45.52-	0.00	(512,066.17)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
100-GENERAL FUND			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	1,112,806.50	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	92,939.86	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	

TOTAL CASH		1,205,746.36	
 <u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		282,625.27
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		16,387.74
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00

TOTAL INVESTMENTS			299,013.01
 <u>POOLED INVESTMENTS</u>			
100 1-104.002	TEXPOOL- GENERAL FUND		1,272,430.84
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			1,272,430.84
		-----	-----
TOTAL 100-GENERAL FUND		1,205,746.36	1,571,443.85
<hr/>			
203-JB WELLS FUND			
=====			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(37,223.72)	

TOTAL CASH		(37,223.72)	
		-----	-----
TOTAL 203-JB WELLS PARK FUND		(37,223.72)	0.00
<hr/>			
210-ELECTRIC FUND			
=====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	250,620.70	
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	179,279.89	

TOTAL CASH		429,900.59	

CASH & INVESTMENTS BY FUND

AS OF: APRIL 30TH, 2021

APRIL 30TH, 2021

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		276,107.24
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			276,107.24
<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		2,582,280.52
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			2,582,280.52
TOTAL 210-ELECTRIC FUND		429,900.59	2,858,387.76

220-WATER FUND

=====

CASH

220 1-001.000	CASH - WATER FUND	1,238,739.17
220 1-001.606	CASH CUSTOMER METER DEPOSITS	22,404.00
TOTAL CASH		1,261,143.17

INVESTMENTS

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

POOLED INVESTMENTS

220 1-104.000	TEXPOOL - WATER FUND	0.00
220 1-104.001	TEXPOOL CONSTRUCTION	0.00
220 1-104.002	TEXPOOL- WATER FUND	101,836.07
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL	0.00
TOTAL POOLED INVESTMENTS		101,836.07
TOTAL 220-WATER FUND		1,261,143.17

CASH & INVESTMENTS BY FUND
AS OF: APRIL 30TH, 2021

APRIL 30TH, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	437,977.31	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	600.00	

TOTAL CASH		438,577.31	
<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		278,598.90

TOTAL INVESTMENTS			278,598.90
<u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		509,180.20

TOTAL POOLED INVESTMENTS			509,180.20
		-----	-----
TOTAL 230-WASTEWATER FUND		438,577.31	787,779.10
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240-SOLID WASTE			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	62,649.88	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	

TOTAL CASH		62,649.88	
<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		62,649.88	0.00

CASH & INVESTMENTS BY FUND

AS OF: APRIL 30TH, 2021

APRIL 30TH, 2021

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

TOTAL CASH		0.00	

TOTAL 250-DSF PROPRIETARY		0.00	0.00

300-CAPITAL PROJECTS-BUS

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<u>CASH</u>	
300 1-001.000	CASH CONTROL - CAPITAL PROJ (269,086.42)
300 1-101.301	BOND - CIP 0.00

TOTAL CASH	(269,086.42)

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	697,463.75
300 1-104.103	CASH-CO SERIES 2019 CIP WATER	896,225.95
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.	0.00

TOTAL POOLED INVESTMENTS		1,593,689.70

TOTAL 300-CAPITAL PROJECTS-BUSINESS	(269,086.42)	1,593,689.70

400-DSF GOVERNMENTAL ACTI

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<u>CASH</u>	
400 1-001.000	CASH - CONTROL ACCT 0.00
400 1-001.101	CASH-DSF GOV. ACTIVITIES 342,215.11

TOTAL CASH	342,215.11

TOTAL 400-DSF GOVERNMENT ACTIVITIES	342,215.11 0.00

500-RESTRICTED USE FUNDS

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<u>CASH</u>	
500 1-001.000	CASH - CONTROL ACCT (14,916.22)
500 1-001.501	CASH - TEXAS CAPITAL 0.00
500 1-001.502	CASH - HOTEL MOTEL TAX 738,097.84
500 1-001.503	CASH - MUSEUM FUNDS 34,138.66
500 1-001.504	CASH - FORFEITURES 24,031.04

CASH & INVESTMENTS BY FUND

AS OF: APRIL 30TH, 2021

APRIL 30TH, 2021

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.505	CASH - MUN CRT CHILD SAFETY	17,107.10	
500 1-001.506	CASH - MUN CRT SECURITY	23,029.41	
500 1-001.507	CASH - MUN CRT TECH	2,351.67	
500 1-001.508	CASH - SPECIAL EXPENSE	6,739.26	
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	95,613.55	
TOTAL CASH		926,192.31	
TOTAL 500-RESTRICTED USE FUNDS		926,192.31	0.00

575-CAPITAL PROJECTS-GOV

CASH

575 1-001.000	CASH-CONTROL ACCT	0.00
TOTAL CASH		0.00

POOLED INVESTMENTS

575 1-104.101	CASH-CO SERIES 19 CIP STREET	598,106.68
TOTAL POOLED INVESTMENTS		598,106.68
TOTAL 575-CAPITAL PROJECTS-GOV.		0.00

700-COMPONENT UNIT

CASH

700 1-001.000	CASH -CONTROL ACCOUNT	(10,241.23)
700 1-001.101	CASH - ECONOMIC DEV CORP	3,064,265.45
TOTAL CASH		3,054,024.22

INVESTMENTS

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		3,054,024.22

FUND TOTAL OTHER INVESTMENTS	853,719.15
FUND TOTAL POOLED INVESTMENTS	6,657,524.01

TOTAL CASH AND INVESTMENTS	7,414,138.81	7,511,243.16
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*** END OF REPORT ***